

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JANUARY 9, 2024
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

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.gov/meetings

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: December 12, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Michelle Sawyer, Board of Ethics, Regular

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion:

Settlement: Janet Trifero v. City of Norwalk

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, applications, and amendments as may be necessary with Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security (DESPP/DEMHS) for participation in the Emergency Management Grant Program (EMGP) and regional homeland security planning and funding activities.

2. Authorize the Mayor, Harry W. Rilling, to sign Mutual Benefit and Use Agreement (MBUA) forms to utilize the following State of Connecticut contracts, as needed, in the event of large-scale disaster responses that provide the opportunity for FEMA reimbursement.

Disaster Debris Response Management Services

- a. Approved Vendor: AshBritt
- b. State of Connecticut Contract # 22PSX 0119

Disaster Debris Monitoring Services

- c. Approved Vendor: TetraTech
- d. State of Connecticut Contract # 22PSX 0118

3. Authorize the Mayor, Harry W. Rilling, to enter into a Memorandum of Understanding with the Fairfield County Chief of Police Association to be a member of the Fairfield County Mutual Police Assistance Compact (Fairfield County Blue Plan).
4. Authorize the Purchasing Agent, Sharon Conners, to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS-35F-0415V for the purchase and installation of the phase 2 Eventide NexLog 740 (phase 2 Motorola P25 AIS Integration) call recorder system in the amount of \$80,258.74.
Account No. 0919 3610 5777 C0615

5. Authorize the Purchasing Agent, Sharon Conners, to issue a purchase order to the sole source and bidder, Cirmozo Group LLC, for the purchase of FyrstCert software designed to digitally track signatures and digital records of the State of Connecticut Police Officer Standard Training Council RT50 forms at the rate of \$8,310.40 for the first year (205 users at \$41.88 = \$8,585.40 and annual instruction at \$225) with anticipated reoccurring cost in the following fiscal year at approximately \$6,275.40.
6. Authorize the Mayor, Harry W. Rilling, to enter into a Memorandum of Understanding with Matthew Nittoly, Executive Director of the Side-by-Side Charter School, to have the Norwalk Police Department provide School Resource Officer Program and Services.
7. Authorize the Mayor, Harry W. Rilling, to implement the Non-Unit Personnel Benefits and Compensation Policy, as well as the Ordinance Salary Schedule.

B. FINANCE & CLAIMS COMMITTEE

1. Report of the Claims Committee Dated: December 2023
2. For informational purposes only: Narrative on Tax Collections Dated: December 2023
3. For informational purposes only: Monthly Tax Collector's Reports Dated: November 2023
4. Authorize the Purchasing Agent to authorize a single source purchase order to AMCS Group Inc. for a software platform to manage the truck scales and customer accounts at the City Transfer Station and Yard Waste Site; pricing not to exceed \$72,900.00, with an option to extend this service for one extra year.
Account No. 01 4042 5299
01 1370 5742

C. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with JS Endurance for the use of Veteran's Memorial Park and immediate surrounding grounders for their Garavel SONO Half Marathon 5K & Kids Fun Run event to be held on Sunday, October 6, 2024, from 8:30 AM to 12:45 PM. Setup time at 7:45 AM with tear-down by 2:00 PM. Approximately 1,500+ people.
- 2a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with M.E. O'Brien & Sons for the sole source purchase and installation of a new playground at Brookside School, pricing from state contract # 17PSX0081, in an amount not to exceed \$187,425.15 from the State of CT DEEP Parks Beautification Grant.
Account No. 0923 6030 5796 C0832
- 2b. Authorize the Director of Recreation and Parks to issue change order to M.E. O'Brien & Sons for the purchase and installation of a new playground at Brookside School, in an amount not to exceed \$18,425.00 from the State of CT DEEP Parks Beautification Grant.
Account No. 0923 6030 5796 C0832

D. PUBLIC WORKS COMMITTEE

1. Approve to increase the fee proposed adjustments to the Public Works Rates and Fees set by the Department of Operations and Public Works Fee Schedule as per attached.

E. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Approve naming of the patio at Oak Hills Park tennis facilities in honor of Mr. Arthur Goldblatt, local attorney, long-time Norwalk resident and dedicated supporter of tennis in the community with special interest in promoting tennis and education with urban kids.

2. Authorize the Mayor, Harry W. Rilling, to execute a Lease Amendment with Family and Children's Agency for the use of portions of the second floor and third floor of Ben Franklin Center for its children afterschool programs and administrative offices for a period of 5 years. Lease payments shall be as follows:

September 1, 2024 to August 31, 2025: \$3.00/sf

September 1, 2025 to August 31, 2026: \$3.25/sf

September 1, 2026 to August 31, 2027: \$3.50/sf

September 1, 2027 to August 31, 2028: \$3.75/sf

September 1, 2028 to August 31, 2029: \$4.00/sf

Remaining terms of the agreement to remain unchanged.

3. Authorize the Mayor, Harry W. Rilling, to enter into a Subgrant agreement and all other related HUD grant requirements/documents/agreements as may be required with Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) for the development of the Norwalk Community Recreation Center at 98 South Main Street, as necessary in anticipation of the receipt and expenditure of HUD grant in the amount not to exceed \$1,750,000.00. The City will have full responsibilities in compliance with HUD grant requirements.

- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silver Petrucelli + Associates for architectural design services for the proposed Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$662,751.00. Funds for this agreement are available from ARPA funds.

Account No. 134030 5796 ABL01

- 4b. Authorize the Office of Building Management to issue change orders on Contract for additional services as may be required for a total not to exceed \$60,000.00.

Account No. 134030 5796 ABL01

F. ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the transfer of \$150,000.00 of GGP funding from account number 510000-5796-GGP08 to the Redevelopment Agency for the completion of the South Norwalk Community Plan.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**JANUARY 9, 2024
COUNCIL CHAMBERS**

- VIII. RESOLUTIONS FROM COMMON COUNCIL
- IX. MOTIONS POSTPONED TO A SPECIFIC DATE
- X. SUSPENSION OF RULES
- XI. ADJOURNMENT

APPOINTMENTS

<u>BOARD OF ETHICS</u>	<u>C</u>	<u>Chapter 32-12</u>
MICHELLE SAWYER (D) 8 Nordan Place Norwalk, CT 06855		Term Expires – 03/10/2025 Regular

**CITY OF NORWALK COMMON COUNCIL
DECEMBER 12, 2023, 2023
COUNCIL CHAMBERS AND VIA TELECONFERENCE**

**REGULAR MEETING
NORWALK, CONNECTICUT**

**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.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

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

District A:	Ms. Nicol Ayers	Mr. Jalen Sead
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District B:	Mr. Dajuan Wiggins	Ms. Darlene Young
District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

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

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 28, 2023

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

Special Meeting: December 2, 2023

The following corrections were made to the minutes:

Page 3: Correct the spelling of Common Council members throughout.

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

III. PUBLIC PARTICIPATION

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

Ms. Diane Lauricella recommended that the dog pound be run by renewal energy. In addition she recommended that 98 South Main Street also be run by renewal energy. She spoke about the request for two plow trucks and asked if anyone looked into whether or not they were available in electric or hybrid. Ms. Lauricella questioned the appointment of Mr. Chapin Bryce as a regular member on the Planning and Zoning Commission. She said he lives in District E and asked if District A had been given an opportunity to submit names. She said she sent an e-mail to Ms. Dixon asking that Ms. Jane Ready's name be removed from being reappointed to the Board of Assessment Appeals because of an appearance of impropriety or special treatment and to do an investigation.

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Mr. Chapin Bryce said he is a resident of District A.

A resident asked about the criteria for applying for funding for her local non profit, under item G1, Community Services.

Mr. Christian Teal asked about criteria for applying for funding for a local non profit under item G1, Community Services.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Chapin Bryce, Planning and Zoning, Alternate

Mayor Rilling announced the resignation of Mr. Bryce from the Planning and Zoning Commission as an Alternate.

APPOINTMENTS:

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

ASHLEY PETRIDES, BOARD OF ASSESSMENT APPEALS, ALTERNATE

Mr. Frayer spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

Frank Ehrlich, MD, Board of Health

Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

Jessica Edward, Commission on the Status of Women

Ms. Young and Mr. Goldstein spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

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

Robert Raleigh, Pension Board

Mr. Frayer spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

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

Chapin Bryce, Planning and Zoning Commission, Regular

Mr. Goldstein spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

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

Doris Ash, Board of Assessment Appeals, Regular

Ms. Niedzielski Eichner spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

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

Meggan Douglas-Ready, Board of Assessment Appeals, Alternate
Susan Dunlap, Board of Assessment Appeals, Alternate
Josphine Dupree, Board of Assessment Appeals, Alternate
Judith Hyers, Board of Assessment Appeals, Alternate
Harriet Petrides, Board of Assessment Appeals, Alternate
Jane Ready, Board of Assessment Appeals, Alternate

Ms. Niedzielski Eichner spoke in support of the reappointments.

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

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

Norman Weinberger, MD, Board of Health

Mr. Burnett spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

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

Nick Kantor, Planning and Zoning Commission, Regular
Galen Wells, Planning and Zoning Commission, Regular
Hector Pachas, Planning and Zoning Commission, Regular

Mr. Goldstein and Mr. Sead spoke in support of the appointments. Ms. Dunn spoke in support of Mr. Kantor and Mr. Pachas' reappointments. She spoke in opposition to the reappointment of Ms. Wells.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling announced the lighting of the Menorah at City Hall tomorrow at 5:00 p.m. The Pancake Breakfast with Frosty the Snowman will take place on Saturday from 8:00 a.m. to 10:00 a.m. in the Community Room at City Hall.

Mayor Rilling invited everyone to celebrate Kwanzaa on December 29th in the Community Room at City Hall.

Everyone is encouraged to apply for the Norwalk Fire Fighter exam that will take place on January 13th.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

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

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

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B. CONSENT CALENDAR:

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

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS, INSTRUMENTS, AND AMENDMENTS THERETO AS MAY BE NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE 2024 CT. DEPARTMENT OF TRANSPORTATION DUI ENFORCEMENT GRANT IN THE AMOUNT UP TO \$90,000.00 PURSUANT TO SUCH GRANT FUNDING.

2. AUTHORIZE THE POLICE CHIEF, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE 2024 CT. DEPARTMENT OF TRANSPORTATION DUI ENFORCEMENT GRANT IN THE AMOUNT UP TO \$90,000.00 PURSUANT TO SUCH GRANT FUNDING.

3. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ORDER TO FIREMATIC SUPPLY COMPANY, INC, YAPHANK, NY, FOR THE PURCHASE OF ONE (1) RESCUE APPARATUS FROM HGAC-BUY CONTRACT FS19VD13 FOR A SUM NOT TO EXCEED \$1,399,914.00 ACCOUNT NO: 09243110 5777 C0437

4. AUTHORIZE THE PURCHASING AGENT TO ISSUE PURCHASE ODER TO FREIGHTLINER OF HARTFORD, EAST HARTFORD, CT FOR THE PURCHASE OF ONE (1) RESCUE SUPPORT TRUCK FROM CT STATE CONTRACT #14PSX0239 FOR A SUM NOT TO EXCEED \$168,546.00. ACCOUNT NO. 09243110 5777 C0437

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1A. TECHNICAL CORRECTION (ACCOUNT YEAR CHANGED FROM 2023 TO 2024):

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH HINDING TENNIS, LLC, PROJECT NUMBER # 4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR AN AMOUNT NOT TO EXCEED \$718,994.00.

ACCOUNT NO. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ISSUE AN AMENDMENT TO THE CONTRACT WITH HINDING TENNIS, LLC, TENNIS PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR ADDITIONAL REQUESTED ITEMS, IN AN AMOUNT NOT TO EXCEED \$43,180.00.

ACCOUNT NO. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

2. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS TO HINDING TENNIS LLC, PROJECT NUMBER #4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS IN AN AMOUNT NOT TO EXCEED \$71,800.00.

ACCOUNT NO. 0923 6030 5777 C0321

0924 6030 5777 C0321

0923 6030 5777 C0364

0924 6030 5777 C0364

3. TECHNICAL CORRECTION (ADDITION OF ACCOUNT):

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TD AND SONS, INC. FOR PROJECT RNP 2021-1BRIEN MCMAHON ATHLETIC FIELD CONVERSION FOR A SUM NOT TO EXCEED \$868,065.00 (BASE BID), \$288,78.00 (ALTERNATE 1-SPORTS LIGHTNING), \$77,000.00 (ALTERNATE-3 PROTECTIVE NETTING).

ACCOUNT NO. 0921 6030 5777 C0659

0922 6030 5777 C0659

0923 6030 5777 C0771

C. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACCEPT A 633 SQ. FT. SIDEWALK AND 281 SQ. FT. ROADWAY EASEMENT LOCATED AT 32 KNIGHT STREET; A 430 SQ. FT. SIDEWALK AND 179 SQ. FT. ROADWAY EASEMENT LOCATED AT 41 KNIGHT STREET; AND A 75 SQ. FT. SIDEWALK AND 2 SQ. FT. ROADWAY EASEMENT LOCATED AT 22 NORTH STREET, IN CONNECTION WITH PLANNING AND ZONING APPLICATION #2022-28 CAM/SPR – 32 KNIGHT STREET PROPERTY LLC – 32 KNIGHT STREET.

2. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO GABRIELLI TRUCK SALES FOR THE PURCHASE OF ONE (1) 2025 MACK GR42F PLOW TRUCK, FOR A SUM NOT TO EXCEED \$305,670.10.

ACCOUNT NO. 09 24 4031 5777 C0313

3. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO FREIGHTLINER OF HARTFORD FOR THE PURCHASE OF ONE (1) 2024 M2 106 PLUS PLOW TRUCK, FOR A SUM NOT TO EXCEED \$197,041.10.

ACCOUNT NO. 09 24 4031 5777 C0313

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST AMENDMENT TO THE OCTOBER 24, 2023, AGREEMENT BETWEEN THE CITY OF NORWALK AND COLONNA MASONRY CONCRETE & ASPHALT PAVING, LLC., FOR PROJECT TMP 2023-3 CONCRETE CURBS AND SIDEWALKS ON ROWAYTON AVENUE FOR THE SUM NOT TO EXCEED \$170,000.00.

ACCOUNT NO. 09 24 4031 5777 C0440

5. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF JULY 12, 2022, ITEM VII.B.3 FOR AN ON-CALL AGREEMENT BETWEEN THE CITY OF NORWALK AND ALMSTEAD TREE & SHRUB CARE COMPANY LLC AND MINUTEMEN LAND SERVICES, LLC FOR THE SUPPLY AND PLANTING OF TREES AND SHRUBS. TASK ORDERS NOT TO EXCEED \$700,000.00 IN THE AGGREGATE BETWEEN THE TWO (2) COMPANIES. ADD ACCOUNTS DESIGNATED FOR THE NORWALK TREE ACCOUNT.

ACCOUNT NO'S. 380000-

4805 AND 380000-5790.

ACCOUNT NO. 13 4010 5796 APW08

13 3710 5796 AEC18 380000 4805

380000 5790

6.AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE FIRST AMENDMENT TO THE APRIL 12, 2021, AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION BETWEEN THE CITY OF NORWALK AND CLEAN HARBORS ENVIRONMENTAL SERVICES INC. PROJECT 4079 FOR AN AMOUNT NOT TO EXCEED \$64.90 PER HOUSEHOLD AND \$39.00 PER ½ HOUSEHOLD.

ACCOUNT NO. 01 40 42 5258

7A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND M. RONDANO, INC., FOR PROJECT DRG2023-3 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$1,020,060.00. WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS FOR ONE (1) YEAR EACH.

ACCOUNT NO. 09 20 4062 5777 C0361

09 24 4062 5777 C0361

09 24 4021 5777 C0302

09 22 4021 5777 C0021

09 24 4021 5777 C0021

09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 24 4021 5777 C0440

09 20 4027 5777 C0643

09 21 4021 5777 C0643

09 22 4021 5777 C0643

7B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND M. RONDANO, INC., FOR PROJECT DRG2023-3 ON-CALL DRAINAGE IMPROVEMENTS AT VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$102,006.00.

ACCOUNT NO. 09 20 4062 5777 C0361

09 24 4062 5777 C0361

09 24 4021 5777 C0302

09 22 4021 5777 C0021

09 24 4021 5777 C0021

09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 24 4021 5777 C0440

09 20 4027 5777 C0643

09 21 4021 5777 C0643

09 22 4021 5777 C0643

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND AI ENGINEERS, INC, FOR PROJECT PSC2023-1 ON-CALL SURVEYING AND MAPPING SERVICES IN CONNECTION WITH VARIOUS PROJECTS FOR THE CITY OF NORWALK. THE AGREEMENT IS FOR A PERIOD OF ONE (1) YEAR AT A SUM NOT TO EXCEED \$200,000.00 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS FOR ONE (1) YEAR EACH.

ACCOUNT NO. 09 23 7100 5777 C0583

09 24 4021 5777 C0318

09 23 4021 5777 C0021

09 24 4021 5777 C0021

09 24 3750 5777 C0441

09 23 4120 5777 C0649

09 24 3750 5777 C0649

09 23 4120 5777 C0824

09 24 3750 5777 C0824

01 40 30 5258

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

8. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DOWNES CONSTRUCTION COMPANY, LLC AS THE CONSTRUCTION MANAGER (CM) FOR THE CRANBURY PARK/GALLAHER MANSION IMPROVEMENT PROJECT. TERMS OF THE AGREEMENT SHALL INCLUDE:

- PRECONSTRUCTION SERVICES - \$49,300**
- CM FIXED FEES – 2.5%**
- CM CONTINGENCY – 5% (BALANCE REVERT TO THE CITY AT PROJECT COMPLETION)**
- GENERAL CONDITIONS FEE - \$581,539 (ACTUAL AMOUNT TO BE DETERMINED AT THE TIME OF GMP)**

SUBSEQUENT TO TRADE CONTRACTORS' BIDDING, FINAL GMP AMENDMENT WILL BE SUBMITTED TO THE COMMON COUNCIL FOR APPROVAL. FUNDS FOR THIS AGREEMENT ARE AVAILABLE FROM THE STATE DECD GRANT. ACCT #09236030 5782 C0831

E. ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) TO RECEIVE \$800,000 IN 2023 COMMUNITY CONNECTIVITY GRANT

**CONSTRUCTION FUNDING RELATED TO THE HOSPITAL HILL VILLAGE
SAFETY ENHANCEMENTS.**

1. APPROVE THE ALLOCATION OF \$3,320,918.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR BRIEN MCMAHON HIGH SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$3,320,918.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

2. APPROVE THE ALLOCATION OF \$1,330,900.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR BROOKSIDE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$1,330,900.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

3. APPROVE THE ALLOCATION OF \$1,650,085.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR MARVIN ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$1,650,085.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

4. APPROVE THE ALLOCATION OF \$1,210,206.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR SILVERMINE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$1,210,206.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

5. APPROVE THE ALLOCATION OF \$4,263,447.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR ROWAYTON ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$4,263,447.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

6. APPROVE THE ALLOCATION OF \$2,584,750.00 IN SPECIAL CAPITAL APPROPRIATION FUNDS FOR THE CITY'S 40% SHARE OF THE PROJECT COSTS IN COMPLIANCE WITH STATE HVAC GRANT APPLICATION REQUIREMENTS FOR NARAMAKE ELEMENTARY SCHOOL HVAC IMPROVEMENT PROJECT. THIS SPECIAL CAPITAL APPROPRIATION SHALL BE FUNDED THROUGH \$2,584,750.00 OF AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS OR NOTES OF THE CITY.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING RESOLUTIONS:**

1. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE BRIEN MCMAHON HIGH SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE BRIEN MCMAHON HIGH SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE BRIEN MCMAHON HIGH SCHOOL.

2. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE BROOKSIDE ELEMENTARY SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE BROOKSIDE ELEMENTARY SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE BROOKSIDE ELEMENTARY SCHOOL.

3. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE MARVIN ELEMENTARY SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE MARVIN ELEMENTARY SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE MARVIN ELEMENTARY SCHOOL.

4. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE SILVERMINE ELEMENTARY SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE SILVERMINE ELEMENTARY SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE SILVERMINE ELEMENTARY SCHOOL.

5. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE NARAMAKE ELEMENTARY SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE NARAMAKE ELEMENTARY SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE NARAMAKE ELEMENTARY SCHOOL.

6. RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES THE NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE HVAC IAQ GRANT AT THE ROWAYTON ELEMENTARY SCHOOL.

RESOLVED THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE ABOUT THE HVAC IAQ GRANT AT THE ROWAYTON ELEMENTARY SCHOOL.

RESOLVED THAT THE NORWALK COMMON COUNCIL AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE HVAC IAQ GRANT AT THE ROWAYTON ELEMENTARY SCHOOL.”

Ms. Smyth explained that Norwalk Public Schools has been working on the HVAC for all the schools. The State does not normally reimburse for this work. She described the grant, that if approved would fund air conditioning in the six schools. The action allows the City to apply for these grants. A requirement is to set aside 40%.

Mr. Lo was present to answer questions.

Ms. Niedzielski Eichner expressed her thanks to all involved for making this a priority project. Mr. Burnett said this work is meant to cover six schools, but the remaining schools will not be forgotten. They will continue to look at the schools not on the list. Ms. McMurrer said this action shows the City's commitment to addressing the HVAC issue; they are listening to the parents and students. Mayor Rilling thanked Mr. Lo for working on this and also expressed his thanks to the members of the Common Council.

**** MOTION PASSED UNANIMOUSLY**

**** MS. SMYTH MOVED TO APPROVE FOLLOWING ACTIONS REQUIRED FOR THE DECD GRANT FOR THE PROPOSED NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET:**

“WHEREAS, THE STATE OF CONNECTICUT THROUGH THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT IS AUTHORIZED TO EXTEND FINANCIAL ASSISTANCE TO THE CITY OF NORWALK FOR THE DEVELOPMENT OF THE PROPOSED NORWALK COMMUNITY RECREATION CENTER AT 98 SOUTH MAIN STREET: AND

WHEREAS, IT IS DESIRABLE AND IN THE PUBLIC INTEREST THAT THE CITY OF NORWALK MAKES AN APPLICATION TO THE STATE FOR \$1,200,000 IN ORDER TO UNDERTAKE THE NORWALK COMMUNITY RECREATION CENTER DEVELOPMENT PROJECT.

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

1. THAT IT IS COGNIZANT OF THE CONDITION AND PREREQUISITES FOR THE STATE FINANCIAL ASSISTANCE IMPOSED BY THE STATE OF CONNECTICUT, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (DECD); AND

2. THAT THE FILING OF AN APPLICATION FOR STATE FINANCIAL ASSISTANCE BY THE CITY OF NORWALK IN AN AMOUNT NOT TO EXCEED \$1,200,000.00 IS APPROVED; AND

3. THAT HARRY W. RILLING, MAYOR, CITY OF NORWALK IS AUTHORIZED TO EXECUTE AND FILE SUCH APPLICATION WITH THE CONNECTICUT DEPARTMENT OF ECONOMIC DEVELOPMENT (DECD), TO PROVIDE SUCH ADDITIONAL INFORMATION, TO EXECUTE SUCH OTHER DOCUMENTS AS MAY BE REQUIRED, TO EXECUTE AN ASSISTANCE AGREEMENT WITH THE STATE OF CONNECTICUT FOR FINANCIAL ASSISTANCE IF SUCH AS AGREEMENT IS OFFERED, TO EXECUTE ANY AMENDMENTS, DECISION, AND REVISIONS THERETO, AND TO ACT AS THE AUTHORIZED REPRESENTATIVE OF THE CITY OF NORWALK, INCLUDING ALL DOCUMENTS RELATING TO THE IMPLEMENTATION OF THE PROJECT.”

Ms. Smyth said they are moving forward with a project that will benefit the community.

Mr. Lo described the proposed renovations. He noted they will need to remediate the grounds. The proposed time line is that the construction project will take 14 months and the facility will open in 2026.

Ms. McMurrer expressed her thanks to Mr. Stowers and Mr. Lo.

Ms. Young said the building has been empty for a long time. She expressed her thanks to Mr. Stowers and Mr. Lo. She noted that the folks in the community have been concerned. They need to have a community center and not just a building with rooms.

Mr. Wiggins noted the importance of having a community center. He expressed the need for the community center to be inclusive and said it is imperative to hire individuals from Norwalk and from within the community.

Mr. Burnett also expressed his thanks to Mr. Stowers and Mr. Lo. He noted that when Mr. Stowers arrived, he pointed out that Norwalk did not have a community center.

Ms. Smyth added her thanks to Mr. Stowers and Mr. Lo.

Mr. Sead said this was exciting for the people in South Norwalk and Norwalk. He said he hopes certain organizations will be allowed to utilize space in the community center.

Mr. Fryer said that when he joined the Board of Estimate and Taxation in 2017, this was an item that came up. It is gratifying to be here now and it looks like they will have something they all can be proud of.

Mayor Rilling said this was a long time in coming. This building is situated in an area where it can serve the community. He expressed his thanks to Mr. Sowers and Mr. Lo.

**** MOTION PASSED UNANIMOUSLY**

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH VAD CONSTRUCTION CORP, FOR THE ANIMAL CONTROL FACILITIES IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$248,892.50. FUNDS ARE AVAILABLE FROM ACCOUNT #430000 5765**

AND TO AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$24,889.25. FUNDS ARE AVAILABLE FROM ACCOUNT #430000 5765"

Ms. Smyth explained that the Animal Control facility received an extraordinary private gift. Police Chief Walsh described the project. He said that in 2023 they received a donation of \$331,000 for the care and upkeep of the Animal Control facility. An essential part of the renovation will be to provide space for the dogs to run outside.

Ms. Niedzielski Eichner expressed gratitude to the donor for this generous gift.

**** MOTION PASSED UNANIMOUSLY**

E. ECONOMIC & COMMUNITY DEVELOPMENT COMMITTEE

**** MR. GOLDSTEIN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH ROUGH EDGE COLLECTIVE INC. FOR THE COMPLETION OF THE MONROE STREET UNDERPASS MURAL IN AN AMOUNT NOT TO EXCEED \$50,000. ACCOUNT NO: 0922-3760-5777 0923-3760-5777**

Mr. Goldstein described the project and said that this is an expenditure that was approved in the capital budget.

**** MOTION PASSED WITH TWO (2) VOTES IN OPPOSITION (MS. DUNN AND MS. YOUNG)**

G. COMMUNITY SERVICES

**** MS. AYERS MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO EXTEND CONTRACT FOR ONE ADDITIONAL YEAR WITH NORWALK ACTS LOCATED AT 9 MOTT AVENUE, NORWALK, CT, 06850 FOR THE NORWALK WORKFORCE DEVELOPMENT STRATEGY INITIATIVE WITH COMMUNITY SERVICES DEPARTMENT FOR A TOTAL AMOUNT OF \$100,000.00. ACCOUNT NO. 132010 5796 ACS01.**

Ms. Ayers explained that Norwalk ACTS is a local non-profit that focuses in the area of workforce development.

Mr. Lamond Daniels described the work being done by Norwalk ACTs and said this is about a continuum of activities.

Mr. Jesse Buccolo, Deputy Director of Norwalk ACTs described their partnership with the City of Norwalk and said it has been very successful. He provided highlights from the past year and one half. He added they will be focusing on a Citywide marketing campaign and focusing on finding funding opportunities.

Mr. Wiggins said that Norwalk ACTs is doing a great job. He talked about how the funding is allocated and asked if they could be more inclusive when dispersing the funding. He noted the two individuals who spoke earlier. He said of the \$2 million spent, about \$100,000 went to

brown and black business leaders. He asked how it will look for these organizations to apply going forward.

Mr. Daniels explained that grant was designed to support smaller organizations. He added that the grant funding opportunity was publicized in various areas. Mr. Wiggins asked if individuals will be able to apply for ARPA (American Rescue Plan Act) funds. Mr. Daniels said he is open to entertaining Mr. Wiggins' concerns, but was not prepared to answer this evening.

Ms. Smyth thanked Mr. Daniels and Mr. Buccolo.

Ms. Ayers explained that ARPA is limited funding issued by the Federal Government and they need to be careful about attaching themselves to those funds. She acknowledged the people who spoke but said there are no more ARPA funds.

Mr. Sead said smaller organizations need help and suggested providing them with funds. He added that they need to keep working on inclusiveness.

Mr. Frayer explained that the ARPA money was not going to be here forever. He said he was impressed with what Mr. Buccolo is doing with the different organizations.

Ms. Niedzielski Eichner said there is a sense that Norwalk ACTs is here to help with smaller non profits.

Mr. Goldstein suggested there could be opportunities for non profits with less experience.

Mr. Daniels examined that anyone who applied for a grant was given assistance on how to apply for the grant.

Ms. Smyth said that after the first distribution of ARPA funds, a program was established and Norwalk ACTs did outreach to help non profits in grant writing.

Mr. Burnett noted that this item indicates extending the contract for one year. He asked about plan B. Mr. Daniels said that Norwalk ACTs has been finding funding beyond the \$100,000. This is a one-time funding allocation.

Mr. Wiggins said it is about equity and practices. He loves the work being done by Norwalk ACTs, but the process is the problem. He asked how they can make sure the process is equitable.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

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

X. SUSPENSION OF RULES

There were no suspensions of the rules this evening.

XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 9:18 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Michelle Sawyer



203.249.7265

sawyer.michelle@gmail.com

Norwalk, CT

SKILLS

Leadership

Critical Thinking

Problem Solving

HIPAA Compliance

Patient Experience

Relationship Building

Strategic long-term planning

EDUCATION

Bachelors of Science – Business
Administration
University of Phoenix

Associate of Science – Marketing
Management
NCC, Norwalk, Connecticut

Nuvance Health, Norwalk CT

2015 – present

Director, Navigators Program, Norwalk CT

2019 - present

Development/Navigators Coordinator

2015 - 2019

- Lead operations, implementation and growth of the Navigators program across the network, including recruitment, retention, and management of three FTEs and 10+ PRN program staff.
- Triage and resolve situations with department leadership. Identifying service recovery opportunities for strategic patient experience, risk management, quality assurance programs within the Network.
- Oversee the educational training program for internal clinical staff to facilitate understanding the impact of philanthropy.
- Develop and nurture strategic relationships internally with key stakeholders across Nuvance and externally with community-based providers and industry leaders to evaluate and enhance the program

Laurel House Inc., Stamford, CT

2009 - 2015

Development Support Manager

- Contribute to consistent year-over-year increase of private fundraising from both corporate and individual donors.
- Ensure safety and confidentiality of mental health clientele through management of over 75 volunteers.
- Collaborated with CEO and Director of Development in rollout of new branding for Laurel House.
- Planning and execution of successful fundraising events.
- Ensure compliance of data and reporting to various federal, state and local government agencies as required
- Audit accuracy of fundraising database to maintain fiscal operations
- Prepare event and project financial analysis for CEO, CFO, and Board of Director meetings.

MEMO



To: Common Council, Public Safety and General Government Committee

From: Michele DeLuca, Deputy Director, Emergency Management

RE: Blanket Resolution with CT DESPP/DEMHS

DATE: November 27, 2023

The State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management/Homeland Security (DESPP/DEMHS) requests that each municipality submits a blanket resolution which authorizes the Chief Elected Official in every town to sign annual Emergency Management Performance Grant (EMPG) applications and related paperwork, as well as documents related to regional planning and funding activities.

The State of CT provides a template Blanket Resolution for towns can adopt. Approximately half the municipalities in CT have adopted this template, while the remaining communities, including Norwalk, either modify the template or write their own.

The blanket resolution is approved by the authorizing governing body, in our case the Common Council, and stays in place for the duration of the Chief Elected Official's time in office. The current blanket resolution was approved by the Common Council on 12/10/2013. While the existing document can continue to be used, after 10 years the language could be clearer and more efficient.

The updated blanket resolution is below and has been reviewed by Corporation Counsel.

Blanket Resolution, updated for 2023

AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, APPLICATIONS, OR AMENDMENTS AS MAY BE NECESSARY WITH THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES/PUBLIC PROTECTION, DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY (DESPP/DEMHS) FOR PARTICIPATION IN THE EMERGENCY MANAGEMENT GRANT PROGRAM (EMGP) AND REGIONAL HOMELAND SECURITY PLANNING AND FUNDING ACTIVITIES.

Respectfully submitted,

Michele DeLuca

MEMO

To: Common Council, Public Safety and General Government Committee

From: Michele DeLuca, Deputy Director- Emergency Management

RE: Common Council Authorization

DATE: December 18, 2023



Background:

Pre-Positioned Debris Management Contracts offer valuable extra layer of protection in the event of an emergency. They allow for pre-planning and preparation, address procurement, contracting, payment, and operations questions and expedites the recovery efforts and restores normalcy. While the City can manage required debris removal and monitoring activities for smaller and moderate sized storms, local resources may be overwhelmed for a large scale response.

Municipalities can sign Mutual Benefit & Use Agreements (MBUA) with the vendors who hold the State's contracts for Disaster Debris Management Services (AshBritt) and Debris Monitoring (Tetrattech). Having signed MBUAs with AshBritt and TetraTech provides a level of redundancy and support for these critical services, should the City need them and helps ensure a faster mobilization of resources. Debris management and monitoring costs are eligible expenses under FEMA's Public Assistance (PA) program.

This action was previously approved at the July 26, 2022 Common Council meeting, however the State Contracts with Ashbritt and Tetrattech were renewed and assigned new contract numbers. As a result the MBUAs were also updated with the new contract numbers.

Action Item:

Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement (MBUA) forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.

Disaster Debris Response and Management Services

- o *Approved Vendor: AshBritt*
- o *State of CT Contract #: 22PSX 0119*

Disaster Debris Monitoring Services

- o *Approved Vendor: TetraTech*
- o *State of CT Contract #: 22PSX 0118*

Disaster Debris Response and Management Services- DAS Contract Award #22PSX0119

AshBritt provides for clearing, collecting and transporting debris, establishing and operating temporary debris management sites, and ensuring ultimate recycling or disposal of debris.

State of Connecticut Contract Services-

- Emergency Push Services
- Demolition of Structures
- ROW Collection Uncontaminated Vegetative Debris (ROW= Right of Way)
- ROW Removal/Processing/Disposal of Hazardous Limbs, Trees, & Stumps
- ROW Collection/Disposal of Non-Asbestos Containing C&D
- ROW Collection/Disposal of Electronic Waste
- ROW Collection/Disposal of Household Hazardous Waste
- ROW Collection/Disposal of White Goods
- DMS Site Management

Debris Monitoring (Reimbursement Documentation) -DAS Contract Award 22PSX0018

TetraTech provides for monitoring of debris removal operations and debris site management. The monitoring contract also provides comprehensive oversight, guidance and documentation services. This monitoring is required to receive potential federal reimbursement for disaster debris management expenditures under FEMA Public Assistance programs.. Most communities don't have the resources available to meet FEMA's increasing and complex documentation requirements

Debris removal costs will likely be the most expensive aspect of recovery. Documentation is critical –Audits are inevitable.

State of Connecticut Contract Services-

- Truck Certification
- ROW Collection Monitoring
- Disposal Monitoring
- Tracking and Reporting
- Specialized Program Documentation
- Invoice Reconciliation & Close Out

Norwalk Police Department
Administration

Memo

To: Common Council, Health and Public Safety Committee
From: Chief James Walsh
Date: December 6, 2023
Re: Common Council Authorization – Fairfield County Blue Plan

Since 2016 the Norwalk Police Department has been a participating member of the Fairfield County Blue Plan. The Fairfield County Blue Plan (FCBP) has been developed to coordinate law enforcement resources responding to any major incident within Fairfield County. This plan is comprehensive in scope yet easy to deploy when needed. This plan aims to ensure agencies needing assistance receive the level of response necessary to effectively manage the incident within a reasonable time while alleviating the self-dispatching of unnecessary resources.

Understanding the importance of having a standardized mutual aid plan, the Fairfield County Chief of Police Association in conjunction with DEMHS-1 Region 1 and Region 5 have developed this contemporary mutual aid plan. The Blue Plan is designed to simplify and standardize the mutual aid to other municipalities.

Public Act 23-81 set guidelines for requests for assistance from another municipality in response to emergencies and requests for reimbursements for expenditures associated therewith.

- A. AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FAIRFIELD COUNTY CHIEF OF POLICE ASSOCIATION TO BE A MEMBER OF THE FAIRFIELD COUNTY MUTUAL POLICE ASSISTANCE COMPACT. (FAIRFIELD COUNTY BLUE PLAN).

Memo

To: Common Council, Health and Public Safety Committee
From: Chief James Walsh
Date: December 6, 2023
Re: Common Council Authorization – Fairfield County Blue Plan

The Fairfield County Chief of Police Association (FCCOPA) has a long and successful track record of mutual aid response to incidents within the county. In the recent past, we have seen an increase in violent incidents reaffirming a critical need for a more refined response to calls for mutual aid. The incident at Sandy Hook once again shows the importance of a good mutual aid response plan. A controlled response ensures that the proper number of officers and necessary equipment arrive on the scene expeditiously to assist the local Chief of Police.

This Blue Plan frames a system that can be activated by any of the Fairfield County Chiefs of Police Association members. The Fairfield County Chiefs of Police Association is ready to fully execute the system to improve the coordination of personnel and equipment to meet the emergency needs of the county in an enhanced methodical manner.

This document outlines a proposed action plan for activating the defined mutual aid within our communities. Training will be taking place with all agencies and work will continue to educate line officers, field supervisors, and communications personnel. In addition, departments are reviewing their own local Standard Operating Guidelines to ensure they include the Blue Plan. This plan includes the Connecticut State Police in our tiered plan.

Each community will need to establish a staging area where responding units will report. In most cases under Level 1 response, units will report directly to the scene of the incident. Under Level 2 and 3 responses, units will report to a secondary staging area, which has been pre-designated as the local police department, for deployment instructions. This document needs direct review by each Chief to ensure it reflects all appropriate details.

For each department in Fairfield County, we have prepared a two-page summary that details and selects departments that will be responding to your requests for mutual aid. We have worked with your command staff to ensure it is as accurate as possible. You should review your specific plan regularly and if there is a

need to adjust the plan in any way, you will need to contact the FCCOPA to ensure the plan is modified with the changes.

(The purpose of this memo is to provide council members with backup information regarding the Mutual Aid Fairfield County Blue Plan. Specific operation details can not be disseminated due to security and safety reasons).

Norwalk Police Department
Administration

Memo

To: Common Council, Health and Public Safety Committee

From: Chief James Walsh

Date: December 12, 2023

Re: Common Council Authorization

As part of the overall city-wide communication radio system project the department purchased a new call recording system and call recording software in 2021. The Eventide system is a Public Safety Recording system, that records 911 calls, radio communications, and phone lines utilized for Public Safety communications. The recording of these transmissions assures incident reconstruction, quality assurance, and compliance with current CALEA standards. The installation of the project was planned in two phases. The initial phase in 2021 was authorized by the Common Council at a cost of \$30,007.34 in April 2021. The second phase of the Eventide project is now due at a cost of \$80,258.74 (Phase 2 – Motorola P25 AIS integration).

1. Authorize the purchasing agent Sharon Conners to issue a purchase order to Interaction Insight Corporation for the sole source, under GSA Contract # GS- 35F-0415V for the purchase and installation of the phase 2 Eventide NexLog740 (phase 2 Motorola P25 AIS Integration) call recorder system in the amount of \$ 80,258.74 from account # 09193610 5777 c 0615.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/12/23

DEPARTMENT: Police

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: \$80,258.74 MUNIS Account: 09193610 5777 c 0615

VENDOR: Interaction Insight Corporation

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)?	Chief James Walsh
Date		Date 12/12/23

JUSTIFICATION:

As part of the overall city-wide communication radio system project the department purchased a new call recording system and call recording software in 2021. The Eventide system is a Public Safety Recording system, that records 911 calls, radio communications, and phone lines utilized for Public Safety communications. The recording of these transmissions assures incident reconstruction, quality assurance, and compliance with current CALEA standards. The installation of the project was planned in two phases. The initial phase in 2021 was authorized by the Common Council at a cost of \$30,007.34 in April 2021. The second phase of the Eventide project is now due at a cost of \$80,258.74 (Phase 2 – Motorola P25 AIS integration).

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



NexLog Next Generation Communications Recorders

Eventide Quotation Tool - August 2015 RevD

Quotation Number:	Norwalk AIS addon_10-13-23
Date:	10/13/2023

Customer: Norwalk Police Department	Mark Petrahai Interaction Insight Corporation 125 Half Mile Road, Suite 200 Red Bank NJ 07701 (800) 285-2950 X140 mpetrahai@interactionic.com
Contact: Deputy Chiefs Terry Blake and Joseph Dinho	
Description: Upgrade to support Motorola IP Radio integration via AIS, full onsite installation, and one full year of warranty and support	



GSA CONTRACT NUMBER: GS-35F-0415V

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

PHASE 2 - Motorola P25 AIS integration

Site 1	Site 2	Site 3	Site 4	Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net
1				Mandatory Motorola license fee for Initial System Release - for end-customer with ONE AIS (or FIRST AIS) (Non-Discountable; must be pre-paid)	1	271141	\$ 54,995.00	None	\$ 54,995.00	\$ 54,995.00	\$ 54,995.00
1				Integration to ASTRO 25 system - Initial ASTRO version - SINGLE AIS	1	209220	\$ 14,995.00	18%	\$ 12,237.72	\$ 14,995.00	\$ 12,237.72
2				DVSI 2-Port USB Decoder Unit (for DMR, TRBO, and NXDN) - Max 2	2	324720	\$ 3,000.00	18%	\$ 2,448.36	\$ 6,000.00	\$ 4,896.72
1				Mandatory Remote Install Prep for P25; (Non-Discountable)	1	115015	\$ 3,500.00	None	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Motorola Product Sub-Total:										\$ 79,490.00	\$ 75,629.44

Site 1	Site 2	Site 3	Site 4	Description	Qty	Part No.	List Price	Disc.	Net Price	Extended List	Extended Net
1				Installation, Programming, and Training	1	Pro Services	\$ 1,200.00	None	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
1				Silver Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA	1	Silver	\$ 3,429.30	None	\$ 3,429.30	\$ 3,429.30	\$ 3,429.30
Services & Misc. Sub-Total:										\$ 4,629.30	\$ 4,629.30

TOTAL QUOTATION		LIST PRICE	NET PRICE
		\$ 84,119.30	\$ 80,258.74

Interaction Insight Corporation
 125 Half Mile Road Suite 200
 Red Bank, NJ 07701
 (800) 285-2950
 tfeldmann@interactionic.com
 www.interactionic.com

Invoice



BILL TO

Norwalk CT Police Dept
 1 Monroe Street
 Norwalk, CT 06854 USA

SHIP TO

Norwalk CT Police Dept
 1 Monroe Street
 Norwalk, CT 06854 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4004	11/17/2023	\$80,258.74	12/17/2023	Net 30	

SALES REP
 RichGeremia

ACTIVITY	QTY	RATE	AMOUNT
EVN-271141 AIS License (Mandatory - Non Discountable)	1	54,995.00	54,995.00
EVE-209220 Integration to ASTRO 25 System - Initial ASTRO System	1	12,237.72	12,237.72
EVE-324720 DVSI -2 PORT USB Decoder Unit - MAX 2	2	2,448.36	4,896.72
115015 Mandatory Remote Install Prep for P25; (Non-Discountable)	1	3,500.00	3,500.00
PRO SERVICES Installation, Programming, and onsite Training	1	1,200.00	1,200.00
IIC-SilverMaint Silver Support 24/7 Remote Service Agreement Including Enhanced HW and SMA. Contract Effective June 1st, 2019 through May 31st, 2020.	1	3,429.30	3,429.30

Eventide Voice Recorder
 SN - 745100707

BALANCE DUE

\$80,258.74

Remit to Address:
 Interaction Insight Corporation
 125 Half Mile Road Suite 200
 Red Bank NJ 07701

Norwalk Department of Police Service

Memo

To:	City of Norwalk Common Council
From:	Chief of Police James Walsh
CC:	
Re:	Fyrst Cert Digital Software Training Software
Date:	December 20, 2023

Annually the Norwalk Police Department requires its sworn officers to attend State of Connecticut mandated recertification courses that are P.O.S.T. (Police Officer Standards and Training) required . These courses are also mandated by C.A.L.E.A. (Commission on Accreditation for Law Enforcement Agencies). The Fyrstcert program is the only approved software to digitally track signatures and digital records of the State of Connecticut RT 50 Training forms. The purchase of this program allows the department to submit and digitally track all training records required for P.O.S.T Certification .This transition from paper forms of record keeping will increase efficiency and compliance assuring that all officers are properly trained. This program will also ease audits required by C.A.L.E.A. and P.O.S.T.

Cirmozo Group LLC is the only supplier of such digital software that is currently approved by P.O.S.T. , and the Fairfield County Chiefs of Police Training Association .

1. Authorize the purchasing agent, Sharon Connors, to issue a purchase order to the sole distributor and bidder, Cirmozo Group LLC, for the purchase of FyrstCert software designed to digitally track signatures and digital records of the State of Connecticut Police Officer Standard Training Council RT50 forms at the rate of \$8,310.40 for the first year (205 users at \$41.88= \$8,585.40 and Annual Instruction at \$225) with anticipated reoccurring cost in the following fiscal year estimated at approximately \$6,275.40.

Cirmozo Group LLC
216 Beaumanor Road
State College, PA 16803 US
accounting@fyrstcert.com

Invoice

BILL TO

Lt. Brian Cunningham
Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1032	04/18/2023	\$8,310.40	05/18/2023	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2023	FyrstCert Hosted Year 1 Annual Rate	FyrstCert Annual Hosted Rate for first year per user	205	41.88	8,585.40
05/01/2023	FyrstCert Annual Instructor Months 1-12	FyrstCert Annual Instructor Months 1-12 per user	25	9.00	225.00
05/01/2023	CREDIT- Fairfield County Training Council		1	-500.00	-500.00

BALANCE DUE

\$8,310.40

Please make all payments to Cirmozo Group LLC.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 4/24/2023

DEPARTMENT: Police Dept.

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: 8,310.40 MUNIS Account: 013042-5298

VENDOR: Fyrst Cert

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
Date	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<u>James Walsh</u>
		Date <u>4/24/23</u>

JUSTIFICATION:

Cirnozo Group LLC
216 Beaumanor Rd
State College, PA

Fyrst Cert Sole Source Letter
April 19, 2023

To Whom It May Concern:

This letter is to confirm that " Fyrst Cert" is a sole source product, manufactured, sold and distributed exclusively by Cirnozo Group LLC. No division of Fyrst Cert, nor any other company, makes a similar or competing product that has been accepted by the State of Connecticut POST Council. " Fyrst Cert" is the only approved software to digitally track signatures and digital records of the State of CT RT50 training forms. This product must be purchased directly by institutions from Fyrst Cert at the address listed above. There are no agents or dealers authorized to represent this product. Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product (or patent, copyright, secret process or monopoly). There is no other like software products available for purchase that would serve the same purpose or function that is approved by the State of CT and there is only one price model for the above application. If you desire additional information, don't hesitate to contact me at (203) 209-3176 at any time.

Thank you for your interest in our product.
Sincerely,
Mark Cirillo
Cirnozo Group LLC
accounting@fyrstcert.com

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CIRMOZO GROUP LLC

2 Business name/disregarded entity name, if different from above

THE CIRMOZO GROUP LLC

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

216 Beaumanor Road

6 City, state, and ZIP code

State College, PA 16803

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 7 - 2 3 3 1 3 5 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mal Ch

Date ► **03/23/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Cirmozo Group LLC
216 Beaumanor Rd
State College, PA

Fyrst Cert Sole Source Letter
April 19, 2023

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This letter is to confirm that "Fyrst Cert" is a sole source product, manufactured, sold and distributed exclusively by Cirmozo Group LLC. No division of Fyrst Cert, nor any other company, makes a similar or competing product that has been accepted by the State of Connecticut POST Council. "Fyrst Cert" is the only approved software to digitally track signatures and digital records of the State of CT RT50 training forms. This product must be purchased directly by institutions from Fyrst Cert at the address listed above. There are no agents or dealers authorized to represent this product. Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product (or patent, copyright, secret process or monopoly). There is no other like software products available for purchase that would serve the same purpose or function that is approved by the State of CT and there is only one price model for the above application. If you desire additional information, don't hesitate to contact me at (203) 209-3176 at any time.

Thank you for your interest in our product.

Sincerely,

Mark Cirillo

Cirmozo Group LLC

accounting@fyrstcert.com

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CIRMOZO GROUP LLC		
2 Business name/disregarded entity name, if different from above THE CIRMOZO GROUP LLC		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 216 Beaumanor Road		Requester's name and address (optional)
6 City, state, and ZIP code State College, PA 16803		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
8	7		-	2	3	3	1	3 5 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **03/23/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

FyrstCert Certification Tracking Cloud Subscription Agreement

(Last Updated: Aug 16, 2021)

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF FYRSTCERT. YOU ACCEPT THIS AGREEMENT AND ITS TERMS EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY PROCEEDING TO USE FYRSTCERT. IF YOU DO NOT AGREE WITH OR OTHERWISE ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE FYRSTCERT.

WE MAY CHANGE THIS AGREEMENT AND OUR PRIVACY NOTICE (WHICH YOU AGREE TO AS PART OF ACCEPTING THIS AGREEMENT) AT ANY TIME. WE WILL MAKE REASONABLE EFFORTS TO COMMUNICATE CHANGES TO YOU (WHICH MAY BE BY POSTING A MESSAGE WITHIN FYRSTCERT) BUT YOU MUST ENSURE THAT YOU REGULARLY CHECK, READ, UNDERSTAND AND AGREE TO THE MOST RECENT VERSIONS POSTED ON OUR WEBSITE. YOU WILL BE DEEMED TO ACCEPT ALL CHANGES BY CONTINUING TO USE FYRSTCERT.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Agreement:

"**FyrstCert**" the solutions and services you or your Affiliates procure from us under this Agreement;

"**Aggregate Data**" has the meaning set out in clause 14.4;

"**Agreement**" these terms and conditions, our Privacy Notice, the Schedules and any other documentation or terms and conditions referred to within any of them;

"**Approved Sub-Processors**" has the meaning set out in paragraph 9.1 of Schedule 2;

"**Affiliate**" any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For the purposes of this definition, "control" means direct or indirect ownership or control of more than 50% of the voting interests in the subject entity;

"**Business Day**" any day other than a Saturday, Sunday or public holiday when the banks in the capital city of the FyrstCert entity you are contracting with are open for business;

"**Collateral**" additional documentation and digitally available content that describes FyrstCert, your subscription and/or Support, for example our website content, online user guides, emails, invoices, help and training materials, that we make available from time to time;

"**Customer Data**" any data and information submitted on your behalf into FyrstCert or collected and processed by or for you using FyrstCert, which may include data relating to your customers;

"**Customer Personal Data**" has the meaning set out in clause 14.1; "**Data Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such Processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law;

"**Data Processor**" a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller;

"**Free Trial**" access to FyrstCert for a limited time period as set out in the Collateral only free of charge to allow you to assess the suitability of FyrstCert for your business needs;

"**Force Majeure Event**" any circumstance not within a party's reasonable control including, for example, acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion, war, sanctions, embargo, law or act by government, labour or trade dispute, non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this section) or interruption or failure of utility service, network or internet service provider;

"**Governing Law**" the law which governs this Agreement as set out at clause 15;

"**Information**" all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Information includes Customer Data (but excludes Aggregate Data). Our Information includes the Services. Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Information excludes information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

(iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference to the Disclosing Party's Information; **"Malicious Code"** code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses;

"Non-FyrstCert Applications" third party services or products that interoperate with FyrstCert, including, for example, an application that is developed by or for you or by a third party;

"Personal Data" means any information relating to an identified or identifiable natural person (**"Data Subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Privacy Notice" means FyrstCert privacy notice posted on www.fyrstcert.com (or such other URL as FyrstCert may notify to you to you) and which may be amended by FyrstCert from time to time.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and **"Process"**, **"Processed"** and **"Processes"** shall be construed accordingly;

"Promotional Price" a reduced price off FyrstCert's recommended retail price for a limited time period as set out in the Collateral which can be redeemed by entering a promotion or activation code as part of the registration process or using special links provided by us for registration; including without limitation buy-now prices for customers who chose not to complete a Free Trial;

"Supervisory Authority" means an independent public authority which is established under applicable Member State law and which concerns itself with the Processing of Personal Data;

"Support" technical advice and assistance for FyrstCert as more particularly set out in the Collateral;

"Taxes" any taxes, duties or similar governmental assessments of any nature, including, for example, VAT, GST, sales, use or withholding taxes, assessable by any jurisdiction whatsoever;

"User" an individual who you authorise to use FyrstCert who may include your own employees, consultants, contractors and agents;

"we" **"us"** **"our"** **"FyrstCert"** **"Cirmozo"** the **Cirmozo Group** entity as follows: **Cirmozo Group, LLC**, a Delaware corporation;

"you" or **"your"** means the person, company or other legal entity accepting this Agreement and, where FyrstCert is procured on behalf of an Affiliate **"you"** and **"your"** shall include such Affiliate as the context requires.

- 1.2 In the event of any conflict between these terms and conditions and Schedule 1, then Schedule 1 shall prevail in respect of the applicable third-party service and these terms and conditions shall prevail over any other conflict.

2. OUR RESPONSIBILITIES

2.1 We will:

- 2.1.1 make FyrstCert available to you pursuant to this Agreement;
- 2.1.2 provide our Support for FyrstCert to you at no additional charge provided that we will not provide technical support or other assistance if you use the mobile application of FyrstCert only, or for any hardware, third-party software, services or Non-Cirmozo Applications; and
- 2.1.3 use commercially reasonable efforts to make FyrstCert available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which We shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Pacific time), and (ii) any unavailability caused by a Force Majeure Event; and
- 2.1.4 use commercially reasonable efforts to provide the Support.

- 2.2 We will be responsible for the performance of our personnel (including our employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified within this Agreement.

3. USE OF FYRSTCERT

- 3.1 FyrstCert is only available to bona fide end-users with a requirement for services of the nature of those that we provide. We reserve the right to terminate this Agreement without further liability to you where we have reasonable grounds to suspect that your use of FyrstCert is for competitive purposes (including competitive monitoring, assessment or otherwise).

- 3.2 FyrstCert is subject to usage limits. Unless otherwise specified, a User's password must not be shared. Cirmozo Representatives may link to their client's FyrstCert account or entity for the purposes of inputting, transferring and analysing data and documents on behalf of such clients (where the client permits this) and for making the

FyrstCert service available to them. Not all FyrstCert features and functionality may be available on compatible mobile devices.

- 3.3 Access to FyrstCert is subject to the availability of your mobile or internet provider's network availability. We are not responsible for the availability of services from your providers, including any loss, damage, error, or failure to transmit.
- 3.4 You shall:
- 3.4.1 remain responsible for: (a) FyrstCert being compatible with your mobile device, web browser, network and internet connections, and/or computer set-up and any associated applicable fees; (b) Users' and your Affiliate's compliance with this Agreement; and (c) access rights granted to your Certification Auditor;
 - 3.4.2 use commercially reasonable efforts to prevent unauthorised access to or use of FyrstCert, and notify us promptly of any such unauthorised access or use;
 - 3.4.3 use FyrstCert only in accordance with this Agreement, the Collateral and applicable law and regulation; and
 - 3.4.4 comply with any terms concerning Non-Cirmozo Applications with which you use FyrstCert.
- 3.5 You shall not:
- 3.5.1 make FyrstCert available to, or use FyrstCert for the benefit of, anyone other than you, your Affiliates or Users and your Certification Auditor;
 - 3.5.2 sell, resell, license, sublicense, distribute, rent or lease FyrstCert, or include FyrstCert in a service bureau or outsourcing offering without our prior written consent;
 - 3.5.3 use FyrstCert to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - 3.5.4 use FyrstCert to store or transmit Malicious Code;
 - 3.5.5 interfere with or disrupt the integrity or performance of FyrstCert or third-party data contained therein;
 - 3.5.6 attempt to gain unauthorized access to FyrstCert or its related systems or networks;
 - 3.5.7 permit direct or indirect access to or use of FyrstCert in a way that circumvents a contractual usage limit;
 - 3.5.8 copy FyrstCert or any part, feature, function or user interface except as expressly permitted by this Agreement;
 - 3.5.9 frame or mirror any part of FyrstCert other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Collateral;
 - 3.5.10 access FyrstCert in order to build a competitive product or service; or
 - 3.5.11 reverse engineer FyrstCert (to the extent such restriction is permitted by law).
- 3.6 If we receive information that a Non-Cirmozo Application used by you may adversely affect FyrstCert, or violate applicable law or third-party rights, upon notifying you, you shall promptly disable such Non-Cirmozo Application or modify the Non-Cirmozo Application to resolve the matter. If you do not take required action in accordance with the above, we may disable FyrstCert (or affected part) and/or Non-Cirmozo Application until the potential violation is resolved.

4. **AUDIT**

We or our licensor may audit your use (including use of any User subscription) through FyrstCert. Should any audit reveal any unauthorised use of the FyrstCert Service by you, you agree to pay to us the difference between the price charged by us to you for the applicable User subscription and our then-current list price for users of the full-use version of the applicable User subscription for all such unauthorised users, beginning with the date of the first violation through the end of the then current subscription term (the "**Overage Fee**"). Upon payment of the Overage Fee, all unauthorised User subscriptions will be converted into full-use subscriptions at our then-current list pricing for such full-use User subscriptions for the remainder of the then current subscription term and any subsequent subscription term.

5. **THIRD PARTIES**

- 5.1 We or third parties may make available (for example, through a marketplace) products or services, including, for example, Non-Cirmozo Applications and implementation and other consulting services. Any acquisition by you of such third-party products or services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party applications or other third-party products or services, whether or not they are designated by us as a recognised FyrstCert developer application.
- 5.2 If you install or enable a Non-Cirmozo Application for use with FyrstCert, you grant us permission to allow the provider of that Non-Cirmozo Application to access Customer Data as required for the interoperation of that

Non-Cirmozo Application with the FyrstCert Service. We are not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Non-Cirmozo Application. You also acknowledge that we may be provided access to your Non-Cirmozo Application account to enable us or the third party provider of a Non-Cirmozo Application to properly perform our obligations to you.

- 5.3 FyrstCert may contain features designed to interoperate with Non-Cirmozo Applications. If the provider of a Non-Cirmozo Application ceases to make the Non-Cirmozo Application available for interoperation with the corresponding FyrstCert Service features on reasonable terms, we may cease providing those FyrstCert Service features without entitling you to any refund, credit or other compensation.

6. FEES AND PAYMENT FOR FYRSTCERT

- 6.1 You must pay all fees due for FyrstCert at such rate and frequency as set out in the Collateral. Payment obligations are non-cancellable and fees paid are non-refundable (other than expressly set out in this Agreement). Usage limits purchased cannot be decreased during the relevant subscription term.
- 6.2 At the end of a Free Trial or Promotional Price period, you will automatically be charged our standard list price for FyrstCert unless we advise you otherwise in writing or you terminate this Agreement prior to the end of such period in accordance with section 12.
- 6.3 You will provide us with valid and updated payment details (for example credit or debit card information, direct debit instruction or with alternative payment information reasonably acceptable to us) to enable us to take payment for FyrstCert. This information will be used by us to take payment for any renewal subscription term(s) as set forth in section 12.2 and you now authorise us to do so.
- 6.4 Unless otherwise stated, fees shall be payable in advance and invoiced charges are due 30 days from the date of the invoice. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- 6.5 Our fees do not include any Taxes. You are responsible for paying all Taxes associated with your purchases under this Agreement.
- 6.6 If we have a legal obligation to pay or collect Taxes for which you are responsible under section 6.5, you will pay that amount following receipt of our invoice unless you provide us with a valid tax exemption certificate authorised by the appropriate tax authority.
- 6.7 If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies,
- 6.7.1 those charges may accrue late interest at the rate of 1.25% of the outstanding balance per month, or up to the maximum rate permitted by law, whichever is greater; and/or
- 6.7.2 we may apply shorter payment terms to any future subscription renewals.
- 6.8 If any amount owing by you under this Agreement for FyrstCert is 14 or more days overdue (or 5 or more days overdue in the case of amounts you have authorized us to charge to your credit or debit card), we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend access to FyrstCert for you (and your Affiliates' FyrstCert access even if your Affiliates have not defaulted in payment) until such amounts are paid in full. We will give you at least 7 days' prior notice that your account is overdue, in accordance with section 16.1, before suspending services to you. If you were paying a Promotional Price for FyrstCert prior to suspension, if we reactivate your account you will no longer be eligible for the Promotional Price and will be charged our standard list price for FyrstCert unless we advise you otherwise in writing.
- 6.9 We will not exercise our rights under section 6.7 or 6.8 above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.10 You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

- 7.1 Subject to the limited rights expressly granted under this Agreement, we and our licensors reserve all of right, title and interest in and to FyrstCert, including all related intellectual property rights. No rights are granted to you other than as expressly set out in this Agreement.
- 7.2 We grant to you a worldwide, limited-term license to use FyrstCert subject to this Agreement and the Collateral.
- 7.3 You grant us and our Affiliates a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for us to provide FyrstCert in accordance with this Agreement. Subject to the limited licenses granted within this Agreement, we acquire no right, title or interest under this Agreement in or to Customer Data.
- 7.4 You grant to us and our Affiliates for the duration of protection of the intellectual property rights a worldwide, irrevocable, royalty-free license to use and incorporate into FyrstCert any suggestion, enhancement request, recommendation, correction or other feedback provided by you or users relating to the operation of FyrstCert.

8. CONFIDENTIALITY

- 8.1 Each party shall treat the other's Information as confidential and will not at any time copy, use or disclose to any person the other's Information, except as permitted by this Agreement or as otherwise authorised by the other party in writing.
- 8.2 Either party may disclose the other's Information:
- 8.2.1 to that party's employees, contractors, officers, representatives, advisers or Affiliates (as applicable) who need to know such information for the purposes of carrying out a party's obligations under this Agreement. Each party will ensure that their respective employees, contractors, officers, representatives, advisers, and Affiliates to whom the Information is disclosed comply with this section 8; and
- 8.2.2 as may be required by law, court order or any governmental or regulatory authority. Where legally permissible the party required to disclose Information of the other shall attempt to provide the other party with prior notice of such disclosure together with any reasonable assistance (at the other party's cost) as that other party may require to avoid such disclosure.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1 Each party represents that:
- 9.1.1 it has validly entered into this Agreement and has the legal power to do so; and
- 9.1.2 that the person entering into this Agreement on its behalf has the power to bind that party and its Affiliates (as the case may be).
- 9.2 We warrant that (a) we will not materially decrease the overall security of FyrstCert during a subscription term, (b) FyrstCert will perform materially in accordance with the applicable Collateral, (c) we will not materially decrease the functionality of FyrstCert during a subscription term, and (d) FyrstCert will not introduce Malicious Code into your systems. For any breach of an above warranty, your exclusive remedies are those described in sections 12.3 and 12.4.
- 9.3 EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE WITHIN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

- 10.1 We shall defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that the use of FyrstCert in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, legal fees and costs finally awarded against you as a result of, or for amounts paid by you under a court-approved settlement of such claim, provided you (a) promptly give us written notice of such claim; and (b) give us sole control of the defence and settlement of such claim (except that we may not settle such claim unless it unconditionally releases you of all liability); and (c) give us all reasonable assistance at our expense. If we receive information about an infringement claim related to FyrstCert, we may in our discretion and at no cost to you (i) modify FyrstCert so that it no longer infringes, without breaching our warranties under section 9.2; or (ii) obtain a license for your continued use of FyrstCert in accordance with this Agreement; or (iii) terminate your subscription for FyrstCert (or the infringing part) upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscription. The above defence and indemnification obligations do not apply to the extent such claim arises from a Non-Cirmozo Application, your breach of this Agreement or your continued use of the infringing element of FyrstCert after we have notified you not to use it.
- 10.2 You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Customer Data, or your use of FyrstCert in breach of this Agreement, infringes such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of, or for any amounts paid by us under a court-approved settlement of such claim, provided we (a) promptly give you written notice of such claim; (b) give you sole control of the defence and settlement of such claim (except that you may not settle such claim unless it unconditionally releases us of all liability), and (c) give you all reasonable assistance, at your expense.
- 10.3 This section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section 10.

11. LIMITATION AND EXCLUSION OF LIABILITY

- 11.1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU TO US UNDER THE ORDER FORM

GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT, STRICT LIABILITY OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR FYRSTCERT).

- 11.2 IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY DAMAGE CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.
- 11.3 NOTHING IN THIS SECTION 11 SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

12. **TERM AND TERMINATION**

- 12.1 This Agreement commences on the date you first accept it and continues until terminated by either party in accordance with this Agreement.
- 12.2 Subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.
- 12.3 Save for customers in a Free-Trial or paying a Promotional Price, the per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless we have given you written notice of a pricing increase at least 30 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- 12.4 A party may terminate this Agreement:
 - 12.4.1 upon 14 days written notice to the other party of a material breach if such breach remains unremedied at the expiration of such period; or
 - 12.4.2 if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.5 You may terminate this Agreement upon 14 days written notice to us if we make a change to this Agreement which is materially detrimental to you, provided that you provide such written notice to us within 7 days of receiving notification of the change.
- 12.6 If this Agreement is terminated by you in accordance with sections 12.4 or 12.5, we will refund you any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by us in accordance with section 12.4, you will pay any unpaid fees covering the remainder of the term. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the effective date of termination.
- 12.7 Upon request by you made within 28 days after the effective date of termination or expiration of this Agreement, we will make the Customer Data available to you for export or download as provided in the Collateral. After that 28-day period, we will have no obligation to maintain or provide Customer Data, and will thereafter delete, destroy, or put beyond use all copies of Customer Data in our systems or otherwise in our possession or control as provided in the Collateral, unless legally prohibited.
- 12.8 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 12.9 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. **ANTI-BRIBERY AND CORRUPTION**

- 13.1 Each party will ensure that persons associated with them:
 - 13.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - 13.1.2 not engage in any conduct which would constitute an offence under any of the Relevant Requirements;
 - 13.1.3 not do, or omit to do, any act that may lead the other party to be in breach of any Relevant Requirements;
 - 13.1.4 promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement;
 - 13.1.5 have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

14. **DATA PROTECTION**

- 14.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data ("**Customer Personal Data**") and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy, and quality. To the extent that Cirmozo Processes any Customer Personal Data, the terms of Schedule 2 shall apply and the parties agree to comply with such terms.
- 14.2 You warrant and represent that:
- 14.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply the Data Protection Laws;
- 14.2.2 you are authorised pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to us regarding persons other than yourself;
- 14.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:
- (i) you to disclose the Customer Personal Data to us;
 - (ii) us to Process the Customer Personal Data for the purposes set out in this Agreement; and
 - (iii) us to disclose the Customer Personal Data to: (a) our agents, service providers and other companies within the Cirmozo group of companies; (b) law enforcement agencies; (c) any other person in order to meet any legal obligations on us, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information, including where the recipients of the Customer Personal Data are outside the European Economic Area.
- 14.3 Where, and to the extent we Process your Personal Data as a Data Controller in accordance with our Privacy Notice, we shall comply with all Data Protection Laws applicable to us as Data Controller.
- 14.4 You agree that we may record, retain and use Customer Data generated and stored during your use of FyrstCert (including Customer Personal Data, which we shall Process as Data Controller as set out in our Privacy Notice, on the basis of our legitimate business interests), in order to:
- 14.4.1 deliver advertising, marketing (including in-product messaging) or information to you which may be useful to you, based on your use of FyrstCert;
- 14.4.2 carry out research and development to improve our, and our Affiliates', services, products and applications;
- 14.4.3 develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other FyrstCert customers;
- 14.4.4 provide you with location based services (for example location relevant content) where we collect geo-location data to provide a relevant experience, provided that Cirmozo shall only record, retain and use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual ("**Aggregate Data**"). Cirmozo will be the owner of all right, title and interest in the Aggregate Data. If at any time you do not want us to use Customer Data in the manner described in this clause 14.4, please contact us at the email address set.

us at the email address set out in our [Privacy Notice](#).

15. **GENERAL PROVISIONS**

- 15.1 FyrstCert may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use FyrstCert in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 15.2 Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld) except that either party may assign this Agreement in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favour of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, we will refund to you any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. This agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this agreement at any time without your consent.
- 15.3 Other than the third parties referred to in Schedule 1, there are no other third-party beneficiaries under this Agreement. Except as expressly set out in this Agreement, a person who is not a party to this Agreement will have no rights to enforce any terms of this Agreement.
- 15.4 This Agreement constitutes the entire understanding between the parties with respect to their subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating to them. Each party agrees that it has not relied on any representations or statements in entering into this Agreement which are not set out expressly in it, except this does not exclude a party's liability for fraud.

- 15.5 If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement. If the unenforceable wording could be enforced if part of it is deleted, the parties will treat the relevant part of the wording as if deleted.
- 15.6 Each party is an independent contractor and neither party will represent itself as agent, servant, franchisee, joint venturer or legal partner of the other.
- 15.7 If a party fails to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.

16. NOTICES, GOVERNING LAW AND JURISDICTION

- 16.1 Except as otherwise specified in this Agreement, all notices, permissions, and approvals shall be in writing and shall be deemed to have been given upon: (i) immediately for personal delivery, (ii) the second Business Day after mailing, or (iii) the first Business Day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to you shall be addressed to the relevant FyrstCert system administrator designated by you. Notices should be sent to (i) 216 Beaumanor Rd, State College, PA 16803.
- 16.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the country and State (as applicable) set out above over any claim or matter arising out of or in connection with this Agreement or the legal relationships established by it.
- 16.3 We are entering into this Agreement as principal and not as agent for any other Cirmozo company. Subject to any permitted assignment under section 15.2, the obligations owed by us under this Agreement shall be owed to you solely by us and the obligations owed by you under this Agreement shall be owed solely to us.

Norwalk Police Department
Administration

Memo

To: Common Council, Health and Public Safety Committee

From: Chief James Walsh

Date: December 20, 2023

Re: Side by Side Charter School MOU for the School Resource Officer Program

The Norwalk Police Department has provided School Resource Officer programs to the Side-by-Side Charter School since 2015 through a preexisting memorandum of understanding. In 2023 the Norwalk Police Department in conjunction with Norwalk Public Schools updated the terms of the current memorandum of understanding between N.P.D. and N.P.S. that governs the School Resource Program. The Norwalk Police Department would like to update and modernize the terms of the M, O.U it currently has with the Side-by-Side Charter School to be consistent with the language it currently has with N.P.S.

- A. AUTHORIZE THE MAYOR HARRY W. RILLING TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MATTHEW NITTOLY EXECUTIVE DIRECTOR OF THE SIDE-BY-SIDE CHARTER SCHOOL TO HAVE THE NORWALK POLICE DEPARTMENT PROVIDE SCHOOL RESOURCE OFFICER PROGRAMS AND SERVICES.

School Resource Officer Agreement

Agreement Between The Norwalk Police Department And Side By Side Charter School for The School Resource Officer Program

This agreement made and entered into this December 15, 2023, by and between the Norwalk Police and Side by Side Charter School.

It is the intention of the Norwalk Police Department and the Norwalk Public Schools to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty, and visitors.

Goals and Objectives

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development
- Maintain a safe and secure environment on school campuses which will be conducive to learning
- Promote positive attitudes regarding the police role in society.

The parties agree to the following principles upon which this agreement is founded.

- The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the justice community.
- The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.
- Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.
- Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, or referral to court.

Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interests of the student, the school system, law enforcement and the community at large.

Norwalk Public Schools requests the Norwalk Police Department's SRO supervisor to provide a School Resource Officer Orientation Brief to the Principals at the beginning of the school year to ensure they understand the content of this MOU. This will be coordinated between the Superintendent or their designee and the Norwalk Police Department SRO Supervisor.

Near the end of the school year, the Superintendent or their designee will coordinate with the Norwalk Police Department SRO Supervisor in reviewing the projected school year schedule to ensure mutual visibility of key school events for scheduling consideration.

Assignment of School Resource Officer

The Norwalk Police Department agrees to provide a School Resource Officer on a part-time basis to Side by Side Charter School.

The Norwalk Police Department, in conjunction with the principal will determine which Norwalk Police Officer will assume the roles and responsibilities of a School Resource Officer.

It is the responsibility of the school's resource officer to notify the school principal of his or her work schedule.

It is recommended that each School Resource Officer meet with his or her assigned principals at least once a month to review the safe and secure environment of the school campus.

School Resource Officers shall remain employees of the Norwalk Police Department and shall not be employees of Side by Side Charter School. As such the Norwalk Police Department shall bear the costs of the School Resource Officer program. Side by Side Charter School acknowledges that the School Resource Officer will remain subject to the administration, supervision and control of the Norwalk Police Department.

Hours and Special Events

The Chief of Police or his/her designee will assign the school resource officer(s) workdays and shifts. The SRO duty hours shall be determined by the provisions of the labor agreement between the Norwalk Police Department and the Norwalk Police Union. It is understood that during these shift/hours, the School Resource Officer(s) may be off campus to conduct such tasks as may be required by their assignment or other assignment designated by the Norwalk Police Department.

It is desired by Norwalk Public Schools to the maximum extent possible to include their assigned School Resource Officers in selective special high visibility events that showcase the school and include large members of the assigned student population due to their familiarity with the school community. These selective events include graduations and maximum-capacity sporting events at the high school level.

Duties of the School Resource Officer

- Assist the Principals, faculty, and staff in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- Present topics to student on various law enforcement/safety issues.
- Contact the principal of the school about any juvenile delinquency, incidents, charges, and arrests within a timely manner.
- Take law enforcement action when necessary
- Conduct investigation of crimes that occur at any school and use other resources if needed for follow-up investigation.
- Follow the guidelines of case law, school board policy and the Norwalk Police Department Directives in regards to investigation, interviews and searched relating to juveniles and incidents on school grounds.
- Norwalk Police Department School Resource Officers shall abide by Connecticut General Statute 53a-22 to include subsequent changes and revisions regarding the application of force, restraint of students, and use of firearms in their performance of their duties. SROs shall also comply with Norwalk Police Directives 11.0 Use of Force to include subsequent changes and revision.
- Maintain records as required by the Norwalk Police Department Directives and as requested by the Norwalk Public Schools for their use in evaluating and reviewing the SRO program and this agreement.
- Assist the principal's faculty and staff to maintain a safe learning environment.

Uniform and Equipment of School Resource Officer

The SRO's will wear their approved department uniform or approved "soft" uniform with appropriate logos and name badges depending on the type of school activity and program and/or the request of the school or Norwalk Police department. It is understood at the SRO will carry his/her approved duty firearm, Taser and other departmental issues equipment. The Chief of Police and Principal shall jointly set expectations and resolve any disputes in this area.

Rights and Duties of Side by Side Charter School

Side by Side Charter School shall provide to the SRO the following materials and facilities which are deemed necessary to the performance of the SRO.

- Access to an air-conditioned and properly lighted private office containing a telephone line for general business purposes (if available),
- A desk with draws, a chair and filing draws (if available),
- Support the assigned SROs in coordinating the familiarization of the school facilities by NPD personnel to assist their response protocols by touring, training, and observing school drills when possible. SROs will coordinate these activities with their assigned Principal for approval.

The Norwalk Police Department will supply the SRO with the usual and customary office supplies and forms required in performance of their duty.

Dismissal of a School Resource Officer

In the event a Principal of a school to which the School Resource Officer is assigned feels that he/she is not effectively performing his or her duties and responsibilities, the Principal shall contact the Superintendent or their designee. The Superintendent or their designee will collaborate with the Norwalk Police Department SRO Supervisor to recommend a solution or remediation to the SRO concern. If the situation cannot be remedied then within a reasonable amount of time after the Superintendent receives the information the Superintendent shall notify the Chief of Police or their designee. A meeting shall be conducted with the School Resource Officer to mediate or resolve any problems. The Chief of Police may dismiss or reassign a school Resource Officer based on the Norwalk Police Department's rules, Regulations, and general orders.

The Norwalk Police Department and Side by Side Charter School agree to provide their employees with training relative to this agreement and its purposes. The parties agreed to maintain regular and open communication to evaluate the effect of this agreement and suggest improvement or adjustments that may be necessary.

Term of Agreement

This agreement shall remain effect indefinitely. It is understood that either party may cancel this agreement at any time. A request for revisions or modifications to this agreement may made by either party in writing.

This agreement constitutes a formal written expression of all terms of this agreement and is a complete and exclusive statement of those terms.

IN WITNESS. WHEREOF, the parties have caused this agreement to be signed by their authorized officers.

Matthew Nittoly
Executive Director
Side by Side Charter School

James Walsh
Chief of Police
Norwalk Police Department



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov

P: 203-854-7724 / F: 203-854-7329

125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell, Chief Human Resources Officer

Date: December 13, 2023

RE: Non-Unit Personnel Benefits and Compensation Policy/Ordinance Salary Schedule

The City is requesting the Common Council's authorization and approval to implement the Non-Unit Personnel Benefits and Compensation Policy, as well as the Ordinance Salary Schedule.

Currently, when employees are hired, they are referred to the Norwalk Assistants and Supervisors Association collective bargaining agreement. This policy codifies the benefits and compensation for Ordinance employees in one central policy, while still following that document, as well as allowing for the 2.35% increase retroactive to July 1, 2023.

The adjustment to this salary schedule is consistent with the pay rate adjustments received by the city's unionized workforce. There are currently twenty four (24) employees covered by this salary schedule and the increases were allocated in the approved budget for FY23.

DEPARTMENT OF PERSONNEL & LABOR RELATIONS

CITY OF NORWALK

NON-UNIT PERSONNEL BENEFITS AND COMPENSATION POLICY

PURPOSE

The purpose of this policy is to set forth the primary guidelines of employment for all non-unit personnel for the City of Norwalk, normally referred to as "Ordinance employees".

The Chief Human Resources Officer, with the approval of the Public Safety and General Government Committee, and the Common Council, shall establish the salaries of the non-unit employees, which include all elected officials and Ordinance employees.

Pay Plan Criteria:

1. Internal equity;
2. Equal pay principle;
3. Competitive with the municipal market;
4. Competitive with unionized peers in city government;
5. Links pay and performance;
6. Easy to administer;
7. Provides continuity and flexibility; and
8. Attraction and retention of candidates.

See Ordinance Salary Schedule attached as Exhibit A.

Annual Increase:

The Ordinance Salary schedule will be amended automatically on an annual basis. Said annual increase shall be consistent with the annual increase provided in the Norwalk Assistants and Supervisors Association collective bargaining agreement.

COMPENSATION

Appointments

The minimum rate of pay for a classification shall normally be paid upon a new appointment. An appointing authority may recommend a new appointment or reappointment at a rate higher than the minimum rate established for the classification, by written request to the

Chief Human Resource Officer. The Chief Human Resources Officer may approve a starting or reappointment rate beyond the minimum of the salary range based upon the pay plan criteria.

Promotions

In the event an employee is promoted from one position covered by this salary plan to another position, including a position in a different grade of this salary plan, the salary of the employee shall increase at least ten percent (10%) but not more than twenty percent (20%), except in such cases when the increase would place the salary beyond the maximum established for the grade of that position or below the minimum established for that position. In the former case, the maximum rate of pay for that classification will be paid and in the latter case, the minimum rate of pay for that classification will be paid. The determination of the actual percentage increase will be made by the individual's supervisor based on that individual's salary in the range subject to the approval of the Chief Human Resources Officer.

Within Grade Salary Increase

All employees covered by this plan (except any elected official) shall move through the wage progression annually on July 1 based on satisfactory performance evaluation. For employees with less than three (3) months tenure, they will wait until the following July 1 to move to the next step.

Pay Rates for New Positions

In the event a new Ordinance classification is established, the Personnel and Labor Relations Department shall recommend the appropriate pay grade to the Public Safety and General Government Committee. The Public Safety and General Government Committee shall approve the recommended pay grade or vote to establish an alternate pay grade.

Reallocation of Positions

In the event of significant changes in the job description of an Ordinance position, the Chief Human Resources Officer shall recommend the adjusted pay grade to the Public Safety and General Government Committee. Reallocation of a position shall not impact the salary of any incumbent unless the incumbent is below the minimum or above the maximum of the new grade. In the event of the former, the incumbent's salary shall be adjusted to the minimum of the grade. In the latter case, the incumbent's salary shall remain fixed until the maximum of the new range reaches the incumbent's salary.

Elected Officials

The salary for elected officials and certain appointed officials shall be as follows:

Mayor	Midpoint of Chief Financial Officer
Town Clerk	Minimum of Grants Coordinator

As changes in the ranges are made, the above salaries will be adjusted accordingly.

Maintenance of Salary Plan Objectives

In order to maintain the salary plan objectives, the Public Safety and General Government Committee shall review the salary ranges every three (3) years. If ranges need to be adjusted beyond what exist, then the new ranges must be approved by the Public Safety and General Government Committee and the Common Council.

Severance Pay

Severance pay of one (1) day for each year of service shall be granted upon separation of employment provided the employee has completed five (5) years of service. In order to return to City employment, an employee must repay in full all severance pay received and will have the benefit of any previous seniority rights. This section does not apply to employees who are involuntarily separated from service.

POSITION STATUS

All benefits and salary ranges are for full-time positions. If positions are less than full-time, all benefits and salaries stated herein shall be prorated and adjusted accordingly.

BENEFITS

Vacation

All non-unit personnel covered under this policy shall receive vacation days as follows:

Years of Service	Number of Vacation Days
1 – 4	15 Days
5 – 10	20 Days
After 15 Years	25 Days

The taking of such leave, except as otherwise stipulated, shall be subject to the approval of the employee's immediate supervisor.

It is expected that all personnel covered by this policy shall use all vacation days during the fiscal year in which they are earned. Employees who do not discharge all vacations days shall be entitled to carry over ten (10) vacation days each year. Any additional accrued vacation days not utilized by the employee during the fiscal year shall be forfeited.

Non-unit personnel who are eligible for vacation days whose services are terminated for any reason, either voluntarily or involuntarily, shall be paid an amount equal to the vacation time that had been accrued during that fiscal year in accordance with the above guidelines prior to such termination.

Paid Holidays

All personnel covered by this policy are provided the following yearly paid holidays when they occur on what ordinarily would be a scheduled workday:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Paid Sick Leave

All non-unit personnel shall be entitled to fifteen (15) paid sick leave days per year. Days are awarded on July 1st of each year or, in the case of newly hired personnel, in accordance with an amount determined through the established number of pro-rated days earned compared to the number of days to be worked through the end of the fiscal year.

In case of extreme illness in the immediate family, the employee shall be allowed to discharge sick days or the purpose of family illness.

After five (5) years of service, all accumulated sick leave shall be paid as a lump sum to retiring and resigning employees up to a maximum of sixty (60) days' pay. Employees discharged shall not receive any accumulated sick pay.

Paid Personal Leave

Personal time off with pay may be granted for pressing personal business at the discretion of the respective Department Heads. However, in no event shall non-exempt hourly employees be granted more than five (5) personal days per year.

Bereavement Leave

Four (4) consecutive workdays special leave with pay shall be granted for use within thirty (30) days of a death in the immediate family. Immediate family is defined as mother, father, wife, husband, sister, brother and children. Three (3) working days special leave with pay shall be granted for death among grandchildren and grandparents and any relative

domiciled in the employee's household. The above listed relations shall be applied equally to both the husband's and wife's side of the family.

General – Health and Dental

All fringe benefits offered by the City of Norwalk shall be provided to non-unit personnel.

Non-unit personnel shall pay a sixteen percent (16%) co-share for their health and dental insurance.

Flexible Spending Accounts

The City shall maintain a program pursuant to Section 125 of the Internal Revenue Code by which employees may make contributions for medical and dental coverage, dependent care assistance, and other eligible purposes, with pre-tax dollars to the extent permitted by law.

Life Insurance

The City will pay the group life insurance of two (2) times annual salary with Accidental Death and Dismemberment, reduced to Five Thousand Dollars (\$5,000.00) term life at retirement.

PROFESSIONAL DEVELOPMENT

The City of Norwalk seeks to support its non-unit full time personnel through professional development in areas of study and growth which benefit both the individual and the City. Approval of all tuition reimbursement and conferences, seminars, and workshops shall be based on budget availability and shall be submitted to the Chief Human Resources Officer for approval.

Tuition Reimbursement

The City shall reimburse an employee who is attending an accredited college or vocational school for education related to the employee's working profession or occupation. Reimbursement shall be two hundred and fifty dollars (\$250.00) per credit to a maximum of one thousand, five hundred dollars (\$1,500.00) per fiscal year for courses completed with a grade B or better. All requests must be submitted to the Chief Human Resource Officer for approval.

All non-unit personnel whose employment is governed by this policy may be entitled to tuition reimbursement by the City of Norwalk for coursework taken to support their area of responsibility or in connection with the program of study closely related to their area of responsibility provided that:

1. The number of courses approved for reimbursement in any calendar year shall not exceed six (6) credits per employee:

2. All such courses or programs shall be approved in advance by the Chief Human Resources Officer;
3. A grade of "B" or greater must be achieved to be eligible for reimbursement;
4. Evidence of course or program completion must be presented to the Chief Human Resources Officer prior to reimbursement.

Seminars, Workshops, and Conferences

All non-unit personnel may be entitled annually to attend professional conferences, workshops and/or seminars and to be reimbursed provided that the program content is of benefit not only to the individual, but also to the betterment of the City. All requests for such reimbursement shall be approved in advance by the Chief Human Resources Officer.

PERFORMANCE EVALUATIONS

Performance evaluations shall be based on the essential roles and responsibilities of the employee's job description, tasks, and standards. A salary increase shall be given if the evaluation indicates the individual "meets expectations". If the employee fails to meet expectations, he or she shall not be eligible for movement to the next step.

1	2	3	4	5	6	7	8	9	10	11
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1	2	3	4	5	6	7	8	9	10	11
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AGENDA

CLAIMS COMMITTEE MEETING

DEC 14TH2023

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
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MOTOR VEHICLE

ACAR LEASING	22-MV-300512 \$246.60	PRORATION
ACAR LEASING	22-MV-300511 \$67.95	PRORATION
A.J. PENNA & SON CONS INC	22-MV-300104 \$48.99	PRORATION
ANDRADE-GALICIA JOSE A	22-MV-302425 \$348.12	PRORATION
ARBELAEZ-TORO ALVARO JOSE	22-MV-302940 \$29.25	PRORATION
ARI FLEET LT LTD	22-MV-303156 \$69.86	PRORATION
	22-MV-303160 \$69.86	PRORATION
BACHINELO NATALIE	22-MV-303964 \$39.21	PRORATION
BACKMAN ERIC JOHN	21-MV-303897 \$20.26	PRORATION
BARAHONA ALBA YAMILETH	22-MV-304472 \$91.15	PRORATION
BASTIEN JACQUES	22-MV-304973 \$620.61	PRORATION
BILLIET ALEC M	22-MV-306123 \$61.61	PRORATION
BLACKIE KAREN ANN	22-MV-306238 \$54.17	PRORATION
BLAZOVIC JOSEPH P & PATRICIA	22-MV-306373 \$297.51	PRORATION
BODNAR OLEH	22-MV-306535 \$100.97+ \$3.03 INT	PRORATION
BONOFILIO CHARLES JOSEPH JR	22-MV-306777 \$34.98	PRORATION
BRIDTTER RICARDO V	22-MV-307435 \$15.66	PRORATION
BRODHEAD RYAN MARK	22-MV-307573 \$346.02	ASSESSMENT CHANGE
BUTLER JESSE D	22-MV-308480 \$99.29	PRORATION
CARCAMO JOSE SANTOS	22-MV-310007 \$57.37	PRORATION
	22-MV-376761 \$24.52	PRORATION
	22-MV-310009 \$147.04	PRORATION

	22-MV-310010 \$73.37	PRORATION
	22-MV-376762 \$73.37	PRORATION
	22-MV-376763 \$73.85	PRORATION
CASTANEDA PAULA	22-MV-310717 \$88.91	ASSESSMENT CHANGE
CAULMARE JUDITH A	21-MV-310841 \$34.09	PRORATION
CCAP AUTO LEASE LTD	22-MV-311166 \$196.88	PRORATION
CHALOUPKA BRETT TIMOTHY	22-MV-312028 \$146.91	PRORATION
COLTA MARIA	22-MV-313652 \$142.29	ASSESSMENT CHANGE
CONDON NANCY BROWN	22-MV-313736 \$51.94	ASSESSMENT CHANGE
COTE ROBERT LOUIS	21-MV-314471 \$114.86	PRORATION
DANIELS NEVINE	22-MV-316278 \$47.28	PRORATION
DELFINO NICHOLAS	22-MV-317236 \$13.80	ASSESSMENT CHANGE
DINEEN KATHLEEN E	22-MV-318488 \$167.75	ASSESSMENT CHANGE
FERRARA ANDREA JANINE	22-MV-322531 \$667.32	ASSESSMENT CHANGE
FERRONE RUTH E & ROBERT PETER	22-MV-322581 \$10.57	PRORATION
FINANCIAL SER VEH TRUST	22-MV-323053 \$205.28	ASSESSMENT CHANGE
F&J MASONRY & LANDSCAPING LLC	22-MV-321765 \$296.54	PRORATION
FORCIER EDWARD F JR & MICHELLE	22-MV-323926 \$51.12	PRORATION
FREY MICHAEL S	22-MV-324407 \$400.43	PRORATION
FRUSCINO FRANK	22-MV-324509 \$23.46+ \$2.00 INT	PRORATION
FRYC GRZEGORZ	22-MV-324519 \$165.29	PRORATION
FUNG ERIC Y	22-MV-324652 \$31.86	ASSESSMENT CHANGE
GA LANDSCAPING & MASONARY LLC	22-MV-324735 \$1,300.24	ASSESSMENT CHANGE
GANGA DORIS M	22-MV-325111 \$37.20	PRORATION
GEORGETOWN SUBARU INC	22-MV-326236 \$68.10	ASSESSMENT CHANGE
	22-MV-326263 \$31.08	ASSESSMENT CHANGE
	22-MV-326255 \$31.08	ASSESSMENT CHANGE
GERHARDT DAVID SMITH	22-MV-326305 \$14.38	ASSESSMENT CHANGE
GOMEZ ANTONIA M	22-MV-327115 \$55.06	PRORATION

GUALTIERE MARTHA M	22-MV-328551 \$66.12	PRORATION
HABERKORN ADAM PHILIP	22-MV-329130 \$199.65	ASSESSMENT CHANGE
HEISE PAMELA A & RICHARD D	22-MV-330070 \$212.69	PRORATION
HONDA LEASE TRUST	21-MV-330374 \$340.68	PRORATION
	22-MV-331579 \$239.02	PRORATION
	22-MV-332090 \$517.18	PRORATION
HONDA LEASE TRUST	22-MV-331662 \$112.08	PRORATION
	22-MV-331755 \$159.40	PRORATION
	22-MV-331852 \$169.82	PRORATION
HONDA LEASE TRUST	21-MV-330390 \$115.44	PRORATION
	22-MV-332008 \$478.27	PRORATION
	22-MV-332208 \$109.95	PRORATION
HUGHES-SINGLETON MICHAELA M	22-MV-332604 \$12.00	PRORATION
HYUNDAI LEASE TITLING TRUST	22-MV-333259 \$363.44	PRORATION
HYUNDAI LEASE TITLING TRUST	22-MV-SEE ATTACHED \$1,921.57	ASSESSMENT CHANGE
IOSSA LUIGI	22-MV-333707 \$451.10	PRORATION
JEAN-BAPTISTE PIERRE A	20-MV-332502 \$76.26	ABATEMENT
	21-MV-333467 \$93.32+ \$5.60 INT	ABATEMENT
	22-MV-334446 \$94.39+ \$7.08 INT	ABATEMENT
JOHNSON PETER BRAXTON	22-MV-334992 \$49.78	PRORATION
JP MORGAN CHASE BANK NA	21-MV-334816 \$318.92	PRORATION
	22-MV-335459 \$41.86	PRORATION
	22-MV-335476 \$192.15	PRORATION
	22-MV-335549 \$451.64	PRORATION
	22-MV-335683 \$439.48	PRORATION
JP MORGAN CHASE BANK NA	22-MV-335442 \$399.09	PRORATION
	22-MV-335536 \$575.95	PRORATION
	22-MV-335604 \$53.63	PRORATION
	22-MV-335736 \$1,074.08	PRORATION

JURMAN SALLY ANN	22-MV-336255 \$12.43	ASSESSMENT CHANGE
	22-MV-336256 \$66.39	ASSESSMENT CHANGE
KATZ DONNA C & STEPHEN	22-MV-376210 \$162.54	PRORATION
KEEN SAMENTHA	21-MV-407510 \$268.14	PRORATION
KOVALEVSKYI OLEKSANDR	22-MV-337945 \$39.40	PRORATION
KRISTA FOX INTERIORS LLC	22-MV-324092 \$27.47	OVERPAYMENT
KUIZEMA LAWRENCE J	22-MV-338196 \$32.14	PRORATION
LARGE JENNIFER A	22-MV-339059 \$116.78	PRORATION
LAWRENCE RICARDO N	22-MV-339330 \$100.24	PRORATION
LUNDE SUSAN BETH	22-MV-341515 \$32.96	ASSESSMENT CHANGE
MARGINIAN RARES A	22-MV-342905 \$580.61	PRORATION
	22-MV-342906 \$236.18	PRORATION
MARTINEZ-TRUJILLO JHONNATAN	22-MV-343626 \$32.75	ASSESSMENT CHANGE
MEHLE OWEN L	22-MV-345076 \$26.87	ASSESSMENT CHANGE
MENDEZ-HERNANDEZ LIBETH	22-MV-345431 \$74.09	PRORATION
MINAGLIA RYAN J	21-MV-345010 \$16.36	PRORATION
MURALLES PAULA	21-MV-346861 \$50.64	PRORATION
	22-MV-348193 \$54.26	PRORATION
MURPHY LOIS M	22-MV-348339 \$664.12	ASSESSMENT CHANGE
NAPOLI JAMES C	22-MV-348657 \$395.49	PRORATION
NAVARRO LAND UNLIMITED LLC	22-MV-348932 \$45.91	ASSESSMENT CHANGE
NISSAN INFINITI LLC	22-MV-410032 \$529.46	ABATEMENT
NISSAN INFINITI LLC	22-MV-349738 \$510.23	PRORATION
	22-MV-349779 \$47.40	PRORATION
	22-MV-349794 \$67.97	PRORATION
NISSAN INFINITI LLC	22-MV-349373 \$311.77	PRORATION
	22-MV-349499 \$66.81	PRORATION
	22-MV-349876 \$445.49	PRORATION
OAK HILLS PARK AUTHORITY	22-MV-350567 \$56.00	ABATEMENT

ON THE MOVE INC	22-MV-351165 \$71.02	PRORATION
OQUET JEAN MICHEL & NATALIA	22-MV-351235 \$124.39	ASSESSMENT CHANGE
OROZCO-DAVILA HANNIA	22-MV-351430 \$12.43	PRORATION
PACCHA JULIA	22-MV-351924 \$26.07	PRORATION
	22-MV-351927 \$19.37	PRORATION
PACHAR-ALVAREZ GLORIA I	22-MV-351956 \$34.98	ABATEMENT
PALADINO RONALD J	22-MV-352178 \$301.07	ASSESSMENT CHANGE
PARKER JOE	22-MV-352661 \$13.31	PRORATION
PASIAK STEVEN J	22-MV-352859 \$21.00	PRORATION
PASTOR LAWRENCE ESMERO	21-MV-410670 \$97.95	PRORATION/ABATMT
	22-MV-352914 \$607.30	PRORATION/ABATMT
	22-MV-352915 \$775.02	PRORATION/ABATMT
PASTOR YOLANDA RUBIORUPERTO	21-MV-410671 \$126.62	PRORATION/ABATMT
	22-MV-352919 \$694.19	PRORATION/ABATMT
PATTACINI ROBERT R & THERESA	22-MV-353056 \$51.58	PRORATION
PAVLICK ROSEMARIE	22-MV-353175 \$72.30	ASSESSMENT CHANGE
PENSKE LEASING & RENTAL CO	22-MV-353517 \$73.00	PRORATION
PORSCHE LEASING LTD	22-MV-355029 \$599.01	PRORATION
	22-MV-355030 \$1,678.94	PRORATION
PRATT ROBERT KERWIN	22-MV-355286 \$27.60	ASSESSMENT CHANGE
RANEY JOHN MICHAEL & RUI	22-MV-356515 \$136.68	PRORATION
ROSALES ROSA H	22-MV-359139 \$216.34	ASSESSMENT CHANGE
	22-MV-359140 \$32.69	ASSESSMENT CHANGE
SAVATSKY CHARLES JOSEPH JR	22-MV-361256 \$70.14	ASSESSMENT CHANGE
SWANSON DENNIS G	22-MV-365586 \$14.99	PRORATION
TESLA LEASE TRUST	21-MV-364626 \$1,197.51	ABATEMENT
	22-MV-366577 \$1,139.40	ABATEMENT
THANA MARY MATHEW	22-MV-366669 \$161.60	ASSESSMENT CHANGE
THE FENCE MAN INC	22-MV-366697 \$2,766.10	PRORATION

TLC TREE SERVICE INC	22-MV-367234 \$27.69	ASSESSMENT CHANGE
	22-MV-367237 \$58.53	ASSESSMENT CHANGE
TORRES CROQUER ORLANDO R	22-MV-367588 \$43.84	PRORATION
TOUBOAT TRANSPORT LLC	22-MV-367772 \$29.12	PRORATION
TOYOTA LEASE TRUST	20,21,22-MV-SEE ATTACHED \$5,426.18	PRORATION/ABATMT
TOYOTA LEASE TRUST	21-MV-413629 \$281.94	PRORATION
	21-MV-413832 \$66.88	PRORATION
	21-MV-413842 \$218.72	PRORATION
TOYOTA LEASE TRUST	20,21,22-MV-SEE ATTACHED \$6,272.30	PRORATION/ABATMT
TOYOTA LEASE TRUST	22-MV-368292 \$323.96	PRORATION
	22-MV-368152 \$345.22	PRORATION
TOYOTA LEASE TRUST	21-MV-366120 \$215.53	PRORATION/ABATMT
	22-MV-367824 \$324.17	PRORATION/ABATMT
	22-MV-368177 \$865.87	PRORATION/ABATMT
	22-MV-368344 \$742.72	PRORATION/ABATMT
	22-MV-368068 \$385.77	PRORATION/ABATMT
TOYOTA LEASE TRUST	22-MV-368247 \$113.00	PRORATION
TOYOTA LEASE TRUST	22-MV-368062 \$200.87	PRORATION
VAULT TRUST	21/22-MV-SEE ATTACHED \$3,387.30	PRORATION
VAULT TRUST	21-MV-368885 \$329.50	PRORATION
VAULT TRUST	22-MV-370841 \$73.85	PRORATION
	22-MV-370968 \$117.81	PRORATION
	22-MV-370972 \$441.46	PRORATION
	22-MV-371012 \$167.41	PRORATION
	22-MV-371079 \$392.69	PRORATION
	22-MV-371088 \$130.61	PRORATION
VCFS AUTO LEASING CO	22-MV-371255 \$223.93	PRORATION
VW CREDIT LEASING LTD	22-MV-SEE ATTACHED \$2,258.87	ASSESSMENT CHANGE
VW CREDIT LEASING LTD	22-MV-SEE ATTACHED \$2,053.42	PRORATION

WARD GERALDINE & SAMMY	20-MV-369345 \$182.80+ \$10.97 INT	VETERAN EXEMPTION
XING TAIN	22-MV-374835 \$165.92	ASSESSMENT CHANGE
ZACCONE CATERINA & DOMENICO A	22-MV-375223 \$24.12	PRORATION

REAL ESTATE

CORELOGIC TAX SERVICE

5 AMBLER DRIVE

5-5-225-0	21-RE-120461 \$809.00	OVERPAYMENT
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SANCHEZ RENATO DONZELLI

5 AMBLER DRIVE

5-5-225-0	21-RE-120461 \$809.00	OVERPAYMENT
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SPECIAL REQUEST

JP MORGAN CHASE BANK	22-MV-335433 \$9,649.36	PRORATION
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	22-MV-336103 \$423.07	PRORATION
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TOYOTA LEASE TRUST	20,21,22-MV-SEE ATTACHED \$24,997.58	PRORTN/ABATMT
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FINANCIAL SER VEH TRUST	22-MV-SEE ATTACHED \$10,886.07	ASSESSMENT CHANGE
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TOYOTA LEASE TRUST	20,21,22-MV-SEE ATTACHED \$23,326.31	PRORTN/ABATMT
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CITY OF NORWALK

Tax Collector's Office
Department of Finance

125 East Avenue Room 105

Norwalk, CT 06851

Phone: 203- 854-7731 (main line)

Fax: 203-854-7770

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee

From: Lisa Biagiarelli, Tax Collector

Date: December 14, 2023

Re: Tax Collector's Narrative: November 2023 End of Month report

As of the end of November 2023, having concluded the first five months of the fiscal year, we collected more than \$207 million against what is now our \$379 million adjusted levy. Our adjusted levy *increased* (from \$375 million to \$379 million) since last month's report with the addition of \$4.2 million in supplemental motor vehicle taxes that are payable by February 1, 2024. Although we added these billable taxes in November 2023, the newly adjusted levy *is still down* from the budgeted levy (as of the beginning of the fiscal year) by more than \$3.6 million, primarily due to credits resulting from stipulated judgments in property tax appeal cases. Due to the addition of the newly billable motor vehicle supplemental, our current collection rate decreased from 54.81% as of the end of October to **54.65%** as of the end of November (because the amount now due increased). We also collected **53.23%** of our sewer use levy, more than \$9.8 million, and **77.50%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended November 2023 slightly behind last year for collection of taxes (-0.59%); ahead for sewer use (1.73%), and behind for the IPP fee (-1.37%).

Regarding prior years' collections, year to date through the end of November 2023, we continue to see the effects of transferred payments from prior years taxes to current taxes, in accordance with court stipulated judgments in property tax appeal cases, as noted above. I have addressed this issue in greater detail in prior narratives. Please note that the figures we report are net of refunds and credits.

Prior narratives discussed the revised / corrected billing of 2022 grand list motor vehicle accounts that were incorrectly assessed in our July 2023 billing. Our office continues to accept and process refund applications; these appear on the "claims" report that is submitted monthly to the Finance and Claims Committee of the Common Council. Refunds related to the revised billing bear a notation indicating "assessment change."

Our third-party collection agency that bills on our behalf for suspended motor vehicle accounts began working with us in November 2022. As of the end of November 2023, we have been collecting based on their billing for 12 calendar months. Through their efforts, we have collected more than \$800,000 in past due motor vehicle taxes and interest due to the City, and have processed in excess of \$121,000 in fees due to the agency. Their fees are charged in addition to the taxes and interest due to the City, and are paid by the taxpayers who owe the past due bills. We consider this a successful endeavor and will continue to work with the agency going forward.

We are also working on a wage garnishment for City and Board of Education employees who owe past due taxes, and preparing to work with the Department of Health when health permits renew at the beginning of the calendar year 2024. Taxpayers owing past due business personal property taxes more than one year in arrears must pay those back taxes before being issued a health permit or renewal.

We are starting to see the results of early efforts on the 2024 tax sale with an increase in collections of prior years' taxes and interest. In October 2023, we began working on our July 2024 tax sale, and identified more than 100 properties that stand to be included in the sale. We mailed preliminary letters to those property owners in mid-November 2023, advising them of the impending sale. The sale date is Monday, July 22, 2024. As of this

writing, we have already collected nearly \$500,000 in approximately four weeks' time. We will provide more information about this initiative in the coming months.

Later this month, we anticipate mailing bills for the second installment billing of the 2022 grand list, along with the 2022 supplemental motor vehicle tax billing.

We had hoped to have these bills in the mail by the end of this week, but are not able to achieve that goal. The bills are at the printer now, and it is our hope to mail earlier rather than later. I will update everyone as we learn more. Bills are due January 1, 2024 and are payable without interest by February 1, 2024, but are available online now. Any taxpayer who wishes to pay prior to receiving a bill in the mail is welcome to do so. Payments may be made online, by phone, by mail, or in person at our office at City Hall. Once bills have been mailed, taxpayers may also pay in person at one of 10 local bank branches.

At this Committee's suggestion, we are including with each real estate bill a pamphlet with information about our local tax relief programs for elderly and / or disabled residents. The application period for tax relief is February through May 15, 2024. We felt it was more useful to the taxpayer to send the flyer with this billing, in December 2023, rather than the June 2024 billing, since the application period will already have been concluded once those bills are mailed. Our intent in providing this information is to try to reach anyone who may be eligible, and encourage them to inquire and apply if they think they might qualify. If a taxpayer is not eligible, we are encouraging them to pass the pamphlet along to a family member or neighbor who might be eligible. These programs are administered by the office of the Tax Assessor, and their contact information is included in the pamphlet, which is also available on our website.

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

**TAX COLLECTOR'S REPORT
NOVEMBER 2023**

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ADJ. TAX COLLECTIONS			COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 23 - NOV 23	JUN 22 - NOV 22				
AUTOMOBILE-REGULAR	\$30,725,059.50	\$24,622,555.10	\$23,729,955.93	80.14%	\$29,548,088.81	(\$1,176,960.69)	83.33%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	\$189,944.73	\$0.00	4.51%	\$4,205,753.64	(\$4,935.39)	4.52%
PERSONAL PROPERTY	\$22,422,652.30	\$12,370,923.13	\$12,211,649.12	55.17%	\$22,300,419.22	(\$122,233.08)	55.47%
REAL ESTATE	\$325,927,765.40	\$170,289,892.54	\$163,509,738.93	52.23%	\$323,583,317.72	(\$2,344,447.68)	52.63%
TOTAL TAX	\$383,286,166.23	\$207,473,315.50	\$199,451,343.98	54.13%	\$379,637,589.39	(\$3,648,576.84)	54.65%
SEWER USE	\$18,240,059.00	\$9,806,838.58	\$9,067,415.14	53.77%	\$18,423,828.06	\$183,769.06	53.23%
IPP FEE	\$199,250.00	\$154,807.38	\$152,024.14	77.70%	\$199,750.00	\$500.00	77.50%
FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	JUN 22 - NOV 22					
AUTOMOBILE-REGULAR	\$27,605,498.25	\$23,729,955.93		85.96%	\$27,228,050.25	(\$377,448.00)	87.15%
AUTOMOBILE-SUPPLEMENTAL	\$0.00	\$0.00		#DIV/0!	\$0.00	\$0.00	#DIV/0!
PERSONAL PROPERTY	\$26,217,238.98	\$12,211,649.12	\$12,211,649.12	46.58%	\$21,819,922.75	(\$4,397,316.23)	55.97%
REAL ESTATE	\$315,360,461.09	\$163,509,738.93	\$163,509,738.93	51.85%	\$312,021,771.39	(\$3,338,689.70)	52.40%
TOTAL TAX	\$369,183,198.32	\$199,451,343.98		54.03%	\$361,069,744.39	(\$8,113,453.93)	55.24%
SEWER USE	\$17,981,973.00	\$9,067,415.14		50.43%	\$17,608,217.56	(\$373,755.44)	51.50%
IPP FEE	\$190,750.00	\$152,024.14		79.70%	\$192,750.00	\$2,000.00	78.87%
TAX DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$14,102,967.91	\$8,021,971.52		0.11%	\$18,567,845.00	\$4,464,877.09	-0.59%

SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$258,086.00	\$739,423.44	3.34%	\$815,610.50	\$557,524.50	1.73%
---	---------------------	---------------------	--------------	---------------------	---------------------	--------------

IPP DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)	\$8,500.00	\$2,783.24	-2.00%	\$7,000.00	(\$1,500.00)	-1.37%
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BACK TAXES COLLECTED	FISCAL YR 2023-2024 (JUL 23 - NOV 23)		FISCAL YR 2022-2023 (JUL 22 - NOV 22)		CUR YR vs. PRIOR YR INC/(DEC)	
	ORIGINAL LEVY	JUL 23 - NOV 23	ORIGINAL LEVY	JUL 22 - NOV 22	INC/(DEC)	
PRIOR TAXES						
PRIOR SEWER USE FEE	\$401,937.09		\$298,304.71		(\$103,632.38)	
PRIOR IPP FEE	\$110,667.09		\$95,160.78		\$15,506.31	
TOTAL PRIOR TAX, SEWER & IPP	\$500.00	\$500.00	\$1,716.23	(\$1,216.23)	(\$89,342.30)	
CURRENT INTEREST	\$315,768.92		\$375,718.75		(\$59,949.83)	
PRIOR INTEREST	\$603,022.39		\$334,229.27		\$268,793.12	
SEWER USE FEE INTEREST	\$33,291.49		\$27,234.56		\$6,056.93	
IPP FEE INTEREST	\$2,213.47		\$1,557.91		\$655.56	
TOTAL INTEREST COLLECTED	\$954,296.27	\$954,296.27	\$738,740.49	\$215,555.78		
PRIOR LIEN FEE	\$6,545.59		\$5,719.51		\$826.08	
CURRENT LIEN FEE	\$0.00		\$0.00		\$0.00	
TOTAL LIEN FEE COLLECTED	\$6,545.59	\$6,545.59	\$5,719.51	\$826.08		
MISC FEES COLLECTED**	\$41,600.61		\$68,442.95	(\$26,842.34)		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$711,672.47		\$611,475.25	\$100,197.22		

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS
 ** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 12/8/2023

DEPARTMENT: Public Works

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: \$72,900 (see description below) MUNIS Account: 01-40-42-5299/ 01-13-70-5742

VENDOR: AMCS Group INC.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<u>Vanessa Valadez</u>
Date			Date <u>12/08/2023</u>

JUSTIFICATION:

Currently the Public Works Department is using the software Desert Micro to operate the truck scales and manager customer accounts at the City Transfer Station and Yard Waste Site. Desert Micro was acquired by AMCS and is now being discontinued. Due to modernization of technology and market demand AMCS has developed a new platform to serve its customers. The AMCS Platform is the software that is replacing Desert Micro. Desert Micro's end of support date is December 29th. Switching to the AMCS Platform is essential to keeping both City waste facility's operating. This software is used to manage the City Garbage Collection, all Commercial Accounts, and Maintains record of residents tonnage dumped at the facilities. Additionally this software is used to generate quarterly and yearly reports required by the state's Department of Energy and Environmental Protection.

Data Transfer & Implementation:\$38,325

Pro Rated First Year Fee:\$27,950

Estimated Payment Service Fees:\$6,625

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



City of Norwalk – AMCS Platform Proposal

Prepared for:

City of Norwalk (“Customer”)

Thomas Szabo
125 Ave. Norwalk, CT 06851

Prepared by:

Connor Craig
Connor.Craig@AMCSGroup.com
Proposal Ref: 12062023001CC

<i>AMCS Internal Use Only</i>				
1. SM	2. SE	3. PS	4. C&P	5. CM

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AMCS GROUP INC. (“AMCS”)
179 Lincoln Street, Boston, MA 02111

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7th December 2023,

Thomas Szabo

Proposal Reference:

Dear Tom,

On behalf of AMCS, I would first like to thank Customer Name for consideration of our company and solutions for your systems replacement project. We believe that our industry specific software and employees bring a value to your organization that no other company can match, and we hope that you feel the same way.

Again, thank you for providing us the opportunity to demonstrate our capabilities and present this quote. If you have any questions, feel free to contact me anytime.

Yours sincerely,

Connor Craig

Connor Craig

Account Executive

Connor.Craig@AMCSGroup.com

1. Introduction

AMCS Group met with the City of Norwalk on 12/6/2023 to discuss the benefits that would be derived from moving to the AMCS Platform. One of the outputs from the workshop was that AMCS would come back with indicative license costs of the software and the estimated cost of implementing the solution.

2. Professional Services

2.1. Project Scope

AMCS will work with the City of Norwalk to deliver the agreed scope of work based on the following supplied information: (Your completion of the AMCS Business Process Questionnaire in Appendix A is instrumental in deriving the scope detailed in this section.)

	Function	Definition
	Companies, Lines of Business & Business Size Estimates	(1) company entity (1) depots - Inbound Scale: ~X Scales, ~Y Customers, ~Z Tons For clarification on the activities supported for each of these lines of business, please go to the following link for a full definition: https://www.amcsgroup.com/media/lu2fpb0r/230822_line-of-business-definition_nam.pdf
Data	Data Migration	Data Migration as follows: Data Migration Please note that you can find a full definition of the data migration approaches in Schedule 2 of the AMCS General Terms of Service linked in the Acceptance section below. For full details of the assumptions and responsibilities of this data approach, please view the Professional Services Terms linked below
Project Summary	Customer Relationship Management	- Customer Lifecycle Management - Advanced Customer Search - Communication Management - Detailed Customer Activity Views
	Contract & Price Management	- End-to-End Contract Management - Customer Service Agreements - Multi-level pricing - Price change management & indexing
	Platform API	Access made available to Platform API library
	Fleet Maintenance	- Preventative Maintenance Scheduling - Warranty Tracking - Inventory Management - Technician Time Management - Cost Tracking - Workshop Management / Workorders - Asset Analytics and Reporting
	Transport Management	- Master Route Management - Driver debrief & Job Confirmation workflows - Full collection history by vehicle & route

	Scale Management	- Scheduled Work - Gate Arrivals - End of route weighing - Transfer Planning & Execution - Processing outbound Material Sale loads
	Accounts Control	- End of Month invoicing, statement runs, reminder letters & delivery - Recurring charge generation - Batch processing of Direct Debit/ ACH - Batch processing of Credit Card/Debit Card Payments - Credit Note Approval & Write-off Management - General Ledger Export Configuration
	Container Management	- Container Stock - Scheduling & completion of container jobs - Customer container auditing
	Reporting & Analytics	- Embedded self-serve BI & Reporting tool - Self-Serve management of printed document layouts - Base reports included. The catalogue of standard reports to meet Customer's business needs is available to download here: https://www.amcsgroup.com/media/akbjub5t/amcs-platfrom-standard-reports-catalogue-90.pdf
	System Administration	- User Access & Role Management - Outlet Management - System Configuration - Tax & Surcharge Configuration
	Digital In-App Training	- On-demand, embedded and dynamic help - The In-App Guide reinforces the training and promotes full user proficiency and rapid user adoption. - Available for multiple Work Centers & in multiple languages

Table 1: Project Scope

2.2. Project Effort Estimates

Please note that the effort estimates are based on Table 1 above & the Professional Services terms which can be found in AMCS' General Terms of Service linked below.

No.	Action	Estimated AMCS Hours	Blended Rate	Total
1	Process Validation / Architecting	175	\$219	38,325
2	Implementation / Customer Validation			
3	Training / Final Validation			
4	Go Live			

2.2.1. Standard Professional Services Day Rates

Additional Professional Services can be purchased at the following rates:

Roles	Hourly Rate (Excluding Taxes)
Project Manager	\$225 USD
Solution Architect	\$250 USD
Solution Consultant	\$215 USD
BI Reporting	\$150 USD

3. Software as a Service

3.1. Software Subscription

No.	Product Modules	Unit of Measure	Unit Cost	Quantity	Annual Cost
1	AMCS Enterprise Management(Up to 5M)	Revenue	16,000	1	16,000
2	AMCS Customer Portal	Revenue	3,750	1	3,750
4	AMCS Scale	Per Scale	4,500	2	9,000
5	AMCS Academy	Per Named User	138	4	550
17	AMCS APIs and Integration Toolkit	Revenue	1,125	1	1,125
Annual Subscription					30,425

Further information on each of the Modules can be found here: https://www.amcsgroup.com/media/mplhbutx/231004_amcs-platform-module-overview.pdf

Subscription Fees:

- In the first twelve (12) months of the Term Subscription Fees will be invoiced as set out in the payment schedule below.
 - Commencing on the first anniversary of the Effective Date, the annual subscription fees will be invoiced annually prior to each anniversary of the Effective Date
- Include access to software upgrades (feature and maintenance releases for the modules purchased hereunder). However, if assistance is required for training, enhanced support of UAT, project management or other assistance, this will be billed as professional services.
- Are based on and limited to the value specified in the Unit of Measure column in the above table, additional Subscriptions Fees will be due and owing if this cap is exceeded.
- The AMCS Pay solution will be required to implement embedded card payments (if purchased, this will be subject to the terms of a separate schedule).

Year 1 Payment Schedule

No.	Date	Activation	Amount	Pro-rated Payment
1	December 30 th , 2023	75%	23,000	23,000
2	April 30 th , 2024	25%	7,425	4,950
Year 1		100%	30,425	27,950

*First Year Savings of 8%

Estimated Annual Payments

Year	Subscription	Pro-rated
Year 1	30,425	27,950
Year 2	31338	31338
Year 3	32278	32278
Year 4	33246	33246



Year 5	34244	34244
Total	161,530	159,055

*Total Contract Savings of 2%

** Annual Payments are estimated based on Annual CPI of 3%

4. AMCS Pay

4.1. Payment Transaction Fees

All payment transactions routed through AMCS Pay are subject to one of the following transaction fees:

Payment Transaction	Unit of Measure	Fee
Gateway Transaction Fee (Auth, Card, Sale, Reversal, Void)	Per transaction	\$0.15 USD
Integrated Terminal Transaction Fee	Per occurrence	\$0.15 USD

4.2. Additional Payment Service Fees

In addition to Payment Transaction Fees above, payment transactions that use the following services are subject to an additional fee:

Payment Service	Unit of Measure	Fee
ACH (Automated Clearing House)	Per transaction	\$0.70 USD
ACH Void or Return	Per occurrence	\$1.00 USD
E-Bill Presentment	Per Bill Presented	\$0.25 USD
Request-to-Pay	Per Successful RTP	\$0.25 USD
IVR (Interactive Voice Response)	Per Transaction	\$0.55 USD

4.3. Service Fees

Other services are available through AMCS Pay and are subject to specific fees:

Service	Unit of Measure	Fee
Stored Profile Tokenization	Per profile per month	\$0.02 USD

4.4. Third-party agreements and applications for payment processing accounts

In conjunction with the enablement of AMCS Pay for the Merchant, the Merchant will require certain payment processing accounts and equipment agreements provided by approved payment partners. AMCS has established competitive pricing and service with these partners for the benefit of the Merchant. The Merchant will be required to complete and execute certain third-party agreements and applications to enable payments routed through AMCS Pay to be processed.

4.4.1. Acquiring Fees

AMCS has secured the following Fees with the Payment Processor:

Acquiring Fees:	Unit of Measure	Fee
Flat Rate Model	Per month/Per day	2.9% of total amount of payments processed
Acquiring Transaction Fee	Per occurrence	\$0.15 USD



Please note there are some smaller fees e.g. Monthly maintenance fee, PCI Compliance fee, AVS Fee. These Fees are industry standard and are usually nominal in nature.

4.5. Payment of AMCS Pay fees

Fees will be invoiced monthly in arrears, commencing on the Effective Date (as defined in the Acceptance section below). Fees are payable by pre-authorized debit of the bank account of the Merchant indicated below ("**Designated Account**"). If, for any reason AMCS is not able to debit the Designated Account for the Fees, Merchant shall pay the Fees to AMCS no later than five (5) business days following the date on which they are due each month. If Customer is based in the USA, all amounts will be invoiced in US Dollars. If Customer is based in Canada, all amounts will be invoiced in Canadian Dollars. Commencing on or after the first anniversary of the Effective Date, if Customer does not use the AMCS Pay Solution then Customer will not incur any Fees for the AMCS Pay product, nor any of its components, nor any third-party fees.

Merchant's Designated Account Information:

Bank Name:	_____
Bank Address:	_____
Institution Number or Bank Name:	_____
Transit Number:	_____
Account Number:	_____

5. General Terms

The Agreement (as defined below) and following terms apply to this proposal.

1. The following replaces Section 1 of the GToS in its entirety: "The Initial Term shall be one (1) year and the Agreement shall not renew unless Customer provides to AMCS a written notice to renew for an additional (1) year period. Such notice shall be given no less than thirty (30) days prior to conclusion of the Initial Term. The Services shall be provided concurrently with the Agreement, such that upon any termination or expiration of the Agreement, the Services shall cease."
2. This Proposal is valid for thirty (30) days from the date hereof, after which it shall automatically and without notice, be rescinded.
3. If Customer is based in the USA, all amounts will be invoiced in US Dollars. If Customer is based in Canada, all amounts will be invoiced in Canadian Dollars.
4. Fees quoted are net of any applicable sales tax, which taxes will be charged at the appropriate rate at date of invoice.
5. Payment terms, net 30 days from date of invoice.
6. All Fees will be index linked, in accordance with clause 4.4 of the General Terms of Service (as defined below). The increase will be the higher of 3% or the then current Index rate.
7. For clarity, clause 4.4 of the General Terms of Service shall apply to the Unit of Measure where the same is a monetary value.
8. The AMCS Pay solution will be required to implement embedded card payments. If purchased, this will be subject to the terms of a separate schedule.
9. AMCS Enterprise Management configurations and project assumptions based on scope defined in Project Scope (Section 2)
10. Implementation fees will be invoiced on an 'as incurred basis', monthly in arrears.
11. AMCS and the Customer expect the Services to commence within four to six (4 to 6) weeks. AMCS will advise the Customer if the commencement date is expected to be later than this.



-
12. You are currently using the Existing Software (as defined below) on premise. To facilitate your smooth transition from the Existing Software to AMCS Platform, as outlined under this Proposal, we permit you to continue to use the Existing Software, in tandem with AMCS Platform, for a period of 2 months from date that Customer 'go-live' on the AMCS Platform ("**Transition Period**"). Commencing on contract execution fees for the Existing Software shall cease to be payable. Access to support for the Existing Software shall terminate on at the expiration of the Transition Period. During the Transition Period your use of the Existing Software shall continue on the terms of the agreement under which the Existing Software was purchased. At the expiration of the Transition Period your right to use the Existing Software shall automatically terminate and you shall promptly destroy or return to AMCS (at AMCS' sole discretion) the Existing Software. Where used in this section, "**Existing Software**" means: Desert Micro



6. Acceptance

Should you choose the AMCS solution for your business, and accept the terms of this proposal, please take the following steps to initiate your order and schedule your project:

- review this document in its entirety, the Agreement and all Schedules.
- complete the Effective Date below, which should be the date of Customer's signature.
- sign this proposal in the signature block below and print the signatory's name underneath.

Where used herein "**Agreement**" means this Proposal and the following terms and conditions (which are expressly included herein by this reference):

- **SaaS:** Software as a Service, support and professional services shall be provided on the terms of AMCS General Terms of Service which can be found at:
https://www.amcsgroup.com/media/xq0lqvjg/231012_amcs_general-terms-of-service_usa-canada.pdf
- **AMCS Pay:** AMCS Pay shall be provided on the terms of AMCS Pay Terms of Service which can be found at:
https://www.amcsgroup.com/media/eewjgx5z/220929_amcs-pay_terms-of-service.pdf

ACCEPTED THIS _____ or, if not dated, the date signed by Customer below ("**Effective Date**")

By signing this Proposal Customer is deemed to have fully reviewed and accepted this Proposal and the Agreement, which terms shall be binding on Customer.

Read and agreed:

AMCS (as defined on the cover page hereof)

CUSTOMER (as defined on the cover page hereof)

By:

Date:

By:

Date:

7. Appendix A: AMCS Business Process Questionnaire

7.1. Introduction

7.1.1. Purpose of Document

The Business Process Questionnaire (BPQ) will be utilized to analyse and review existing business processes currently in place prior to starting the setup and configuration of the new system. Completion of this questionnaire is required to identify any business processes that may need to be changed and/or modified during the implementation, as well identifying any functionality gaps that will need to be discussed.

Note:

- The information collected below from several discussions with City of Norwalk form the basis for the implementation estimate. Accuracy of AMCS' estimate is subject to the quality of the information provided below. This estimate is subject to change, as scope will be validated in the definition stage of the project
- The information provided by City of Norwalk in this AMCS Business Process Questionnaire does not create an obligation to provide a solution that addresses all the information collected

7.2. Organisational Structure

7.2.1. Companies & Depots

What companies / legal entities are implementing Platform as part of this project?

What depots or facilities are to be included in the scope of the project?

Name	Company	Facility Type

Is there any restriction required on data access for users of the various companies and/or depots between these entities?

--

Is there any requirement for inter/intracompany billing between various companies / legal entities/departments within the organisation implementing Platform?

Is there any requirement for different branding of items such as Customer Portal or Invoices for the various companies / legal entities/departments within the organisation?



7.3. System Architecture

7.3.1. Existing Systems

What are the existing software systems in use by the organization for their operations? As the existing architecture can contain multiple solutions, consider the following areas:

- Customer Relationship Management
- Transport & Logistics
- Mobile Devices
- Weighbridge Solutions
- Material Management
- Invoicing / Accounting / General Ledger
- Reporting / Analytics
- Web Portal

Please include any existing Solution Architecture diagrams, if available

Company	Systems	
	Commercial Operations:	
	Residential Operations:	
	Accounting:	
	Commercial Operations:	
	Residential Operations:	
	Accounting:	
	Commercial Operations:	
	Residential Operations:	
	Accounting:	

7.3.2. Required Integrations

Use this section to detail any existing or potential integrations with third-party systems that you feel are relevant to an AMCS Platform implementation:

Integration 1
Integration 2

For each integration identified above, please provide more detail using the template below



7.4. Operations

7.4.1. Transport

How many vehicles/trucks do you have by type? (i.e., X front load, X side load, X roll off, etc.)

Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.

Vehicle Type	Qty	Is AMCS Mobile Required?	Weighing / ID / Vtech Integration	Do you use Stored Tare Weights?

Please detail any 'add on' software systems or devices in use for your vehicles, including the software/device name and purpose. (e.g., front load scales, camera systems, safety systems, etc.)

7.4.2. Containers

How many containers do you have by type? (i.e., X front load, X side load, X roll off, etc.)

Please gather in preparation for your system to set up a listing of all equipment with license plate #, make and model.

Container Type	Qty	Individually Tracked? – Barcode? RFID? Serial Number?

7.4.3. Scale

# of Scales	
# of Scale Houses	
Type of Locations	☐ MRF ☐ Transfer Station ☐ Landfill
Unattended Scale?	
Scale Devices <i>(include manufacturer/device type)</i>	Cameras - Yes ☐ No ☐ Interfaced? Yes ☐ No ☐ Gates - Yes ☐ No ☐ Interfaced? Yes ☐ No ☐ Lights - Yes ☐ No ☐ Interfaced? Yes ☐ No ☐ Signature Pads - Yes ☐ No ☐ Interfaced? Yes ☐ No ☐ License Capture - Yes ☐ No ☐ Interfaced? Yes ☐ No ☐
Accept Cash or Credit Card	Yes ☐ No ☐
Accept Coupons	Yes ☐ No ☐
Accept Special/Haz Waste	Yes ☐ No ☐
Use profiles	Yes ☐ No ☐
Approx. tickets per day	
Do you split materials on a single transaction?	Yes ☐ No ☐ If yes, do you split by: Percentage ☐ Weight ☐



Do you split origins on a single transaction	Yes ☐	No ☐	If yes, do you split by: Percentage ☐	Weight ☐
Do you split weigh loads on a single scale?	Yes ☐	No ☐	If yes, do you split by: Percentage ☐	Weight ☐
Do you have daily threshold limits?	Yes ☐	No ☐		



7.5. Lines of Business

7.5.1. Summary

Using the below table, outline what lines of business you currently provide and how many active customers (approximately) you service for each
AMCS definitions of supported lines of business are available at the following link:
https://www.amcsgroup.com/media/lu2fpb0r/230822_line-of-business-definition_nam.pdf

Service / Line of Business	# Customers
Roll-off Collections	
Commercial Collections	
Municipal Collections	
Residential Subscription Collections	
Inbound Scale	
Inbound Scale - Scrap Metal	
Inbound Scale - Recycling	
Landfill	
Bulk Recyclable Collections	
Material Sales	
Material Brokerage	
Sludge / Liquid Waste Collections	
Other	

7.5.2. Materials

Please provide a list of materials you currently offer services or disposal for?

--

Do you handle any special waste (i.e. hazardous waste that requires special documentation – e.g., manifest, consignment note or local equivalent)?
If yes, please provide a list of materials and any special reporting and/or obligatory accompanying documentation requirements. Samples of current reporting requirements should also be attached

--

7.6. Pricing

7.6.1. Pricing Overview

Do you have specific service areas/zonal pricing? If yes, please provide listing of service areas.

Do you offer negotiated, customer-specific rates, or are all customers charged based on standard “list” prices? Please detail.

Do any of the following scenarios apply to your pricing?

- Do you charge fuel and/or environmental surcharges?
- Do you offer discounts?
- Overdue Invoice Fees

7.6.2. Pricing Structures

Please use this space to summarise existing pricing structures across the lines of business:

7.7. Finance

7.7.1. Invoicing

Will AMCS Platform be the main invoicing application for your customers?

Choose an item.

Are your customers divided into any groups for invoicing purposes?

By line of business, what billing frequencies do you use?

- ☐ Commercial –
☐ Residential –
☐ Municipal –
☐ Other –

What payment terms do you currently offer on your invoices? (e.g., net 10, net 15 net 30 etc)

Which of the following methods are currently used in delivering invoices to customers?

Method	In Use	Notes
Print / Post	Choose an item.	
Email	Choose an item.	
Web Portal	Choose an item.	
E-Invoice	Choose an item.	
Other	Choose an item.	

Do you currently use a 3rd party print and mail service for invoices?

7.7.2. Payments

Do you need to record customer payments in a system other than AMCS Platform?

Detail any methods of manual customer payments taken by your employees.

Method	Available?	Notes
Cash	Choose an item.	
Check	Choose an item.	
Credit / Debit Card	Choose an item.	
Other	Choose an item.	

Do outline any methods customers have of making self-service payments.

Method	Available?	Notes
Credit Card – Portal / App	Choose an item.	
Credit Card – IVR	Choose an item.	
EFT / Direct Deposit	Choose an item.	

Outline any methods of taking automated customer payments (without customer interaction)

Method	Available?	Notes
Credit Card – Auto Pay	Choose an item.	
Credit Card – Auto Top-Up	Choose an item.	
Direct Debit	Choose an item.	
Other	Choose an item.	

Do you charge any minimum payment / failed payment fees on payments?

--

7.7.3. Credit Control

What credit management processes would you like to manage in AMCS Platform? If so, please outline the key aspects of credit control currently in your business.

--

7.7.4. Accounting / General Ledger

Is an export of financial journal information to a third-party system required? If yes, please provide the name of the third-party system.

--



Is there is an integration from your current operational software to this accounting system in place? Is this integration file based / API based / other?

7.8. Customers & Suppliers

7.8.1. Customer Management

Do you have any special requirements regarding Customer Account Numbers / Codes (e.g., character limits, numeric only, etc)

Are there any special customer groupings or categories required, for reporting or other purposes?

Are there any special customer structures? E.g., Accounts being invoiced to a separate account.

7.8.1.1 Customer Communications

Do you currently email customers documents?
If yes, please indicate what kind of information or attachments are currently being sent to the customers?

Do you currently send texts / SMS notifications to customers? If yes, please indicate what kind of information is currently being?

7.8.1.2 Customer Self-Service

Are there self-service options available to your customers? If so, via what methods can customers self-serve (e.g., Web Portal, Mobile App, IVR, etc)

Self Service	Available Via (Portal, App etc)
Login, view and update account information, e.g., job history, invoices, collection calendar	
Log tickets / queries for review by your staff	
Run dynamic or download static reports	
Make credit card payments	

Register authorized vehicles to visit your locations	
Sign-up for casual services e.g., roll-off	
Sign-up for residential service	
Place requests for additional containers on existing orders	
Place requests for ad hoc servicing of existing orders	
Other (Please describe)	

7.8.2. Supplier Management

Do you currently do business with any third-party transport providers? Please outline various scenarios when subcontractors are used and any requirements (e.g., special reporting, access to handhelds) where necessary.

Do you dispose material at any third-party facilities? (i.e. transfer stations, landfills, recycling facilities) Please provide a list of disposal facilities, including address information and materials accepted.

7.8.3. Costs

Do you need to track cost information for work completed by your suppliers? If so please elaborate on the purposes of this, e.g.:

- Profitability reporting*
- Bill Matching – to check bills received from suppliers against completed work*
- Self-Billing – generation of self-bills to issue to suppliers*

Please provide examples (by LOB) of the typical cost structures in place for your suppliers – e.g., per ton, per job, per hour, per mile, etc.

7.9. Document Outputs

7.9.1. Financial Documents

Using the below template, please identify any financial document outputs (e.g., printed or delivered as a PDF via email, portal)

Document Type	Required	Notes
Invoice	Choose an item.	
Credit Note	Choose an item.	
Statement	Choose an item.	
Reminder Letter	Choose an item.	
Payment Receipt	Choose an item.	
Self-Bill Invoice (Customer)	Choose an item.	
Self-Bill Invoice (Supplier)	Choose an item.	
Other	Choose an item.	

7.9.2. Service / Operational Documents

Using the below template, please identify any operational document outputs (e.g., printed or delivered as a PDF via email, portal)

Document Type	Required	Notes
Job Ticket	Choose an item.	
Route Visit Ticket	Choose an item.	
Scale Ticket	Choose an item.	
Route / Schedule Worksheet	Choose an item.	
Container Label	Choose an item.	
Other (e.g., Welcome Pack)	Choose an item.	

7.9.3. Special Reporting

Using the below template, please identify any legislative or unique reporting requirements.

Report Type	Required	Notes
Legislative report ABC	Choose an item.	

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 28, 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).

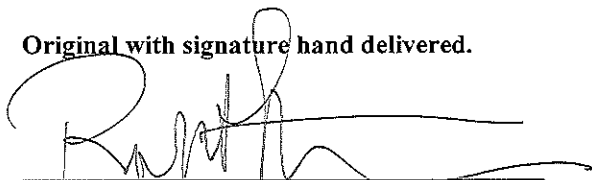
1. Authorize the Mayor, Henry W. Rilling, to enter into an agreement with JS Endurance for the use of Veterans Memorial Park and immediate surrounding grounds for their Garavel SONO Half Marathon 5K & Kids Fun Run event to be held on Sunday, October 6, 2024 from 8:30 AM to 12:45 PM. Set-up time at 7:45 AM with tear-down by 2:00 PM. Approximately 1500 + people.
2. Authorize the Mayor, Henry W. Rilling, to enter into a contract with M. E. O'Brien & Sons for the sole source purchase and installation of a new playground at Brookside School, pricing from state contract # 17PSX0081, in an amount not to exceed \$187,425.15 from the State of CT DEEP Parks Beautification Grant, 0923-6030-5796-C0832.
2a Authorize the Director of Recreation and Parks to issue change orders to M. E. O'Brien & Sons for the purchase and installation of a new playground at Brookside School, in an amount not to exceed \$18,425.00 from the State of CT DEEP Parks Beautification Grant, 0923-6030-5796-C0832.

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

Permit

②



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

PHONE:(203) 854-7806

Permit # R21

Status Tentative

Date Oct 11, 2023 10:20 AM

Expiration Date Oct 25, 2023

Customer Name	Shannon Whipple - 1376	Home Phone Number	(203) 880-9102
Customer Type	General Public	Cell Phone Number	(203) 943-9292
Mailing Address	36 Farmstead Lane Trumbull, CT 06611	Email Address	shannon@sendurance.com
System User	Internet User		

Rental Fee	\$385.00
Discounts	\$0.00
Subtotal	\$385.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$385.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$385.00

JS ENDURANCE

Garavel SoNo Half Marathon | 5K & Kids Fun Run

1 resource(s) 1 booking(s) Subtotal: \$385.00

Booking Summary

Veterans Memorial Park (Event)

Center: Veterans Memorial Park

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Oct 6, 2024 8:30 AM	Oct 6, 2024 11:45 AM	1500 E	\$0.00
Setup: 7:00 AM	BREAKDOWN BY 2 PM		\$385.00
Resource level fees			

Custom Questions

QUESTION	ANSWER
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	Yes
Are you using the pavilion?	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	1
Is there an alternate date or location?	no



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/23/2023

DEPARTMENT: Rec and Park

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: \$187,425.15 MUNIS Account: 09236030 5796 C0832

VENDOR: Obrien and Sons

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Connors Digitally signed by Sharon Connors Date: 2023.12.05 17:00:01 -05'00'	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
Date	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
		Date 10/23/2023

JUSTIFICATION:

Replacing 1 of 2 playgrounds at Brookside School. Pricing off State of CT. contract # 17PSX0081. State of CT. DEEP Grant.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: January 3, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

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

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. Approve to increase the fee for proposed adjustments to the Public Works Rates and Fees set by the Department of Operations and Public Works Fee Schedule as per attached.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

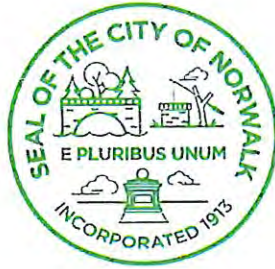
EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions

Signature of Person Making Request

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

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact Public Works – Thomas Szabo 203-854-3215

Common Council Committee Public Works Committee

Date Approved by Committee

Purpose/Scope Proposed Fee Schedule Changes

Vendor City of Norwalk
(Indicate if new or existing vendor)

Term of Contract n/a

Method of Procurement n/a
(Indicate if sole source)

Cost of Contract n/a

Funding Source/Account Number n/a

Additional Information/Other Details

See Highlighted Section for Proposed Fee Changes
DEPARTMENT OF PUBLIC WORKS

FEE SCHEDULE

(As Amended Through October 13, 2021)

ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
91-6	SEWER CONNECTION INSPECTION (State Road)	\$200	4/13/2010
93-21	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 93 (Stormwater, Illicit Discharges and Connections)	\$250/day plus all costs of remediation, litigation and criminal prosecution	4/8/2014
94-3	SOURCE SEPARATION OF MATERIAL		
	Batteries – Lithium (Any Size)	\$2/battery	4/8/2014
	Antifreeze (Residential)	\$2/gallon	4/8/2014
	Propane Tanks (Any Size)	\$5/tank	4/8/2014
	Tires (Any Size)	\$5/tire	4/8/2014
	Freon-containing appliances	\$10/appliance	2/2/2015
94-4.9d	PER-TRIP RESIDENT OR NON-RESIDENT DISPOSAL FEE (NO STICKER)	\$20 minimum	6/9/2009
94-10	LICENSE FEE FOR COLLECTION, REMOVAL AND TRASPORATION OF SOLID WASTE REGARDLESS OF WASTE TYPE		
	VEHICLE TARE WEIGHT		
	Less than 12,000 LBS	\$125	
	Greater than 12,000 LBS	\$500	

ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
	REGISTRATION FEE FOR VEHICLES AND/OR CONTAINERS ENGAGED IN COLLECTION, REMOVAL AND TRANSPORTATION OF SOLID WASTE REGARDLESS OF WASTE TYPE		
94-10 Cont'd.	<u>VEHICLE TARE WEIGHT</u>		
	Less than 5,000 LBS	\$125	
	Greater than 5,000 LBS	\$250	
	Greater than 12,000 LBS	\$750	
	Rolloff Containers and Compactors	\$25	
	SOLID WASTE DISPOSAL		
	Acceptable Solid Waste	\$95/ton (\$102/ton Proposed)	9/1/2021
	YARD WASTE DISPOSAL		
	Leaves/Brush/Logs/Stumps	\$55/ton	4/8/2014
94-17	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 94 (Solid Waste)	\$250/day	9/12/2006
94-19	DISPOSAL PASS (Residents and/or Real Property Owners that DO NOT pay vehicle tax to Norwalk)	\$100	4/13/2020
95-12	DRIVEWAY PERMIT AND INSPECTION FEE		
	Major	\$400	2/10/2009
	Minor	\$200	2/10/2009
95-18	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 95 (Streets and Sidewalks)	\$250/day	9/12/2006

95-24	STREET ACCEPTANCE APPLICATION FEE	\$2,500	11/10/09
95-34	STREET ABANDONMENT APPLICATION FEE	\$5,000	6/28/2005
95A-20A	FINE FOR UNLAWFUL LITTERING	\$199	9/12/2006
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
95A-20B	FINE FOR ILLEGAL DUMPING (not to exceed)	\$10,000	9/12/2006
96-3	ENCROACHMENT PERMIT FEE	\$200	2/10/2009
	RESTORATION OF PAVEMENT FEE		
		Pavement Damage Factors (PDF) - Range	
		One (1)	Two (2)
		1.5	1.25
		All Category of Road	Three (Or Below)
			1.0
		Restoration fee shall equal current contract bid unit price multiplied by 1.15 (15% administrative and inspection fee.)	
96-21	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 96 (Excavation and Encroachment)	\$250/day	9/12/2006
96-21.D.	Corrective Action Permit Application Fee	\$1,000	9/9/2014
97-12	EXCAVATION AND FILL PERMIT APPLICATION FEE		
	Up to and including the first 100 cubic yards (CY)	\$250	9/12/2006
	Each additional 100 cubic yards (CY), or fraction thereof, beyond first 100 CY	\$25	9/12/2006
97-15	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 97 (Excavation and Filling of Land)		
	Lack of Permit	\$250/day	9/12/2006

	Cease & Desist	\$500/day	9/12/2006
99-9	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 99 (Snow Emergencies)	\$250	9/12/2006
112-4	TREE REMOVAL PERMIT AND POSTING FEE	\$200 (\$500 Proposed)	2/10/2009
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
112-4A(3)(c)	TREE REPLACEMENT FEE	\$750 (\$1,200 Proposed)	6/9/2009
112-6 (112-7 Correct Section)	FINE FOR VIOLATION OF ANY PROVISION OF CHAPTER 112 (Trees)	\$250	9/12/2006
ENGINEERING	ENGINEERING DATA PRICING		
	Blackline Copy	\$0.75 per SF (minimum \$2)	9/10/2002
GIS	GEOGRAPHIC INFORMATION SYSTEM DATA PRICING		
	<u>COLOR DIGITAL ORTHOPHOTOS</u>		
	Shapefile (SHP or CAD file (DWG))	\$100/hour (\$40 minimum)	11/1/2021
	Customized GIS map with one copy	\$100/hour (\$40 minimum)	11/1/2021
	GIS Print (11"x17" or smaller)	\$12/copy	11/1/2021
	GIS Print (Larger than 11"x17")	\$30/copy	11/1/2021
	Map legend and disclaimer to be printed on all detailed planimetric maps		
EVENTS	SPECIAL EVENT FEES		
	Barrels/Barricades	\$1,500 refundable deposit	11/1/2021
	Missing/Replacement Barrels/Barricades	\$100/unit	11/1/2021

	Barrel/Barricade Delivery Fee	\$200 [except Norwalk headquartered 501(c)(3)s and any and all Norwalk City entities]	4/8/2014
	Barrel/Barricade Pick-up Fee	\$200 [except Norwalk headquartered 501(c)(3)s and any and all Norwalk City entities]	4/8/2014
ORDINANCE SECTION	DESCRIPTION	FEE	DATE LAST CHANGED
MISC	OTHER MISCELLANEOUS FEES		
	Fax	\$1 per page	10/27/1992
	Oversized Fax	\$0.75 per SF (minimum \$2)	10/27/1992

DPW FEE SCHEDULE AMENDMENTS:

Dated:	June 6, 1988	February 26, 1991	February 8, 2000	June 12, 2007	November 13, 2012
Amended:	July 19, 1988	September 24, 1991	May 9, 2000	May 13, 2008	April 8, 2014
	July 20, 1988	October 27, 1992	November 14, 2000	December 9, 2008	September 9, 2014
	Aug. 1, 1988	February 21, 1995	August 13, 2002	February 10, 2009	February 10, 2015
	Aug. 9, 1988	August 15, 1997	September 10, 2002	June 9, 2009	April 13, 2020
	March 23, 1988	February 25, 1997	June 28, 2005	October 13, 2009	September 8, 2020
	February 27, 1990	May 11, 1999	November 9, 2005	November 10, 2009	August 10, 2021
	March 13, 1990	January 11, 2000	September 12, 2006	April 13, 2010	October 12, 2021

To: Land Use and Building Management Committee of the Common Council
Recreation, Parks, and Cultural Affairs
From: Oak Hills Park Authority
Friends of Oak Hills Tennis

The Oak Hills Park Authority and Friends of Oak Hills Tennis, in accordance with Chapter 27 of the Norwalk City Ordinances, are requesting approval to name a recently built outdoor patio space at the Oak Hills Park Tennis Facility in honor of Arthur Goldblatt, through the placement and dedication of a memorial plaque.

Arthur "Art" Goldblatt was an attorney and long-time resident of Norwalk who served as corporation council under Mayor Bill Collins and served on the Oak Hills Park Authority. He loved the game of tennis and wanted to create opportunities for young people to discover the game and learn to play. Art is probably best known for founding the Norwalk Grassroots Tennis program in 1995, which allowed him to focus on two things he loved: helping others and playing tennis.

Through the years, one of Art's favorite places to play was at Oak Hills Tennis Center. He formed the Friends of Oak Hills Tennis group in 2019 to help improve the facility and bring more players to the courts, appreciating that the courts at Oak Hills were the only Har Tru courts in Norwalk. He helped organize informal weekend tennis drop-ins, a yearly Labor Day Tournament open to the public, and several other tennis events. Art was the first chair of "Tennis Friends" and through the years we have grown to over 175 members.

Having a place to gather and socialize at Oak Hills was always a focal point for Art. Since his passing in October of 2021, and with the help of the Tennis Friends and the 501(c)(3) Supporters of Oak Hills, the Tennis Friends donated and funded building a new stone patio at the OHP Tennis Center, which was completed in the summer of 2022.

We would like to dedicate and name this patio "Arthur's Court" in Art's memory, with a plaque placement ceremony to be held in the summer 2023, at the expense of OHPA and the Tennis Friends of Oak Hills.

Thank you for your consideration.

Denise Brown,
OHPA Member & Tennis Committee Chair
Friends of Oak Hills Tennis

Joseph Andrasko,
OHPA Chair

Arthur's Court

This patio is dedicated to Arthur Goldblatt, founder of the Tennis Friends of Oak Hills Park. Art was a true tennis lover. As a passionate player and advocate for the sport, his enthusiasm was inspirational. In his memory, the Friends will continue to bring together players of all ages, skill levels and experience to enjoy this beautiful game.

The Tennis Friends of Oak Hills Park - 2023

[^[1]HISTORY: Adopted by the City of Norwalk Common Council as indicated in article histories. Amendments noted where applicable.]

[1] *Editor's Note: Former Ch. 27, Building Management, Department of, adopted 6-12-1979, was repealed 7-27-1982. For current provisions regarding building management, see § 74-23A.*

Article I Naming

[Adopted 9-27-2011]

§ 27-1 Purpose.

The purpose of this article is to establish guidelines and formalize procedures when considering the naming or renaming of a City-owned or -controlled building and facility, or sections thereof, administered under the responsibility charged to the Land Use and Building Management Committee of the Common Council.

§ 27-2 Policy and considerations.

- A. The primary consideration when naming a building or facility, or section thereof, should be to clearly identify the location and function for ease of access and to avoid confusion. A geographical description is preferred in the name. A public facility or part of a facility may be identified by naming in honor of an individual or group through use of a memorial plaque or similar commemorative inscription.
- B. If a facility is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds and was respected for his or her accomplishments and good conduct. An individual shall be deceased at least one year prior to the naming. Groups should not be in a position to influence the process by funding of past or future operations of the building or facility, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 27-3 Procedure.

Naming of City buildings and facilities shall proceed as follows.

- A. The proposed naming of a facility shall be placed on a Land Use and Building Management Committee regular meeting agenda for discussion and review. In the event that the facility or part thereof to be named is located at a City Park, the proposed naming shall be placed on the Recreation, Parks and Cultural Affairs agenda for discussion and review.
- B. A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Land Use and Building Management Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.
- C. A two-thirds majority (10 votes) of the Common Council is required for the approval of the naming or renaming of a facility which falls under the responsibility of the Land Use and Building Management Committee of the Common Council.



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : **BEN FRANKLIN CENTER – RENEW FAMILY &
 CHILDREN’S AGENCY’S LEASE**

DATE: DECEMBER 20, 2023

Ben Franklin Center is a multi-use old school building. Current building occupants include Crystal Theater in the auditorium, Headstart and State sponsored early childhood programs on the first floor, Department of Recreations and Parks in the gymnasium and Norwalk Family and Children’s Agency (FCA) on the second and third floors. FCA is a non-profit community services agency. They currently provide extremely valuable afterschool programs in the building as well as various essential human services to children, families, adults and seniors.

FCA currently leases approximately 13,555 net square feet of the building. The lease is for 5 years which is due to expire on August 31, 2024. The current rental rate is \$2.75 per net square foot. At this time, we are looking for a lease extension to include the following terms:

- Lease Period – five years
- Lease Payment – September 1, 2024 to August 31, 2025: \$3.00/sf
 September 1, 2025 to August 31, 2026: \$3.25/sf
 September 1, 2026 to August 31, 2027: \$3.50/sf
 September 1, 2027 to August 31, 2028: \$3.75/sf
 September 1, 2028 to August 31, 2029: \$4.00/sf

Below are some of the lease terms that remain unchanged:

- Leased Premises shall include the third floor and portions of the second for a total of approximately 13,555 square feet.
- Subleasing subject to City approval
- Both parties have the rights to terminate within 90 days of written notice
- The Office of Building Management may incorporate other operating requirements necessary for the proper management and operation of the building.
- Lessee shall obtain prior approval from Office of Building Management for all tenant fit-up and improvements, including but not limited to, painting, replacement light fixtures, door hardware, etc.
- Lessee shall be responsible for all tenant fit-up, telecommunication/IT installation and security upgrades throughout the Leased Premises.
- Lessee will be responsible for janitorial services of the Leased Premises as well as common areas (hallways, bathrooms, etc.). The repair and replacement of building systems/ infrastructure (except repairs that are caused by misuse or vandalism by the Lessee) shall be the responsibility of the City
- It is the responsibility of the Lessee to secure and maintain all program required licenses for the operation of its programs.
- Lessee shall provide required general liability and property damages insurance coverage.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute a Lease Amendment with Family and Children's Agency for the use of portions of the second floor and third floor of Ben Franklin Center for its children afterschool programs and administrative offices for a period of 5 years. Lease payments shall be as follows:

September 1, 2024 to August 31, 2025: \$3.00/sf
September 1, 2025 to August 31, 2026: \$3.25/sf
September 1, 2026 to August 31, 2027: \$3.50/sf
September 1, 2027 to August 31, 2028: \$3.75/sf
September 1, 2028 to August 31, 2029: \$4.00/sf

About

Family & Children's Agency (FCA) is a leading, nonprofit human service organization committed to building better lives by increasing the social and emotional well-being of our clients. We provide strength-based, solution-focused services that meet the needs of our families throughout the life cycle, including children, families, adults and seniors. Our acquired knowledge and skill has enabled us to be responsive to the changing needs in the communities we serve.



Get Involved

As a supporter of Family & Children's Agency you're a part of our community, and your investment makes everything we do possible. Your generous donations and volunteer efforts help us build better lives for thousands of people throughout Fairfield County, spanning infancy through adulthood.

Ways to Give & Volunteer

- > Donations of cash or stock
- > Donations of gift cards to grocery or department stores
- > Become a corporate partner
- > Include Family & Children's Agency in your estate planning
- > Support an FCA event
- > Provide tutoring in FCA's ASPIRE after-school program
- > Join a committee

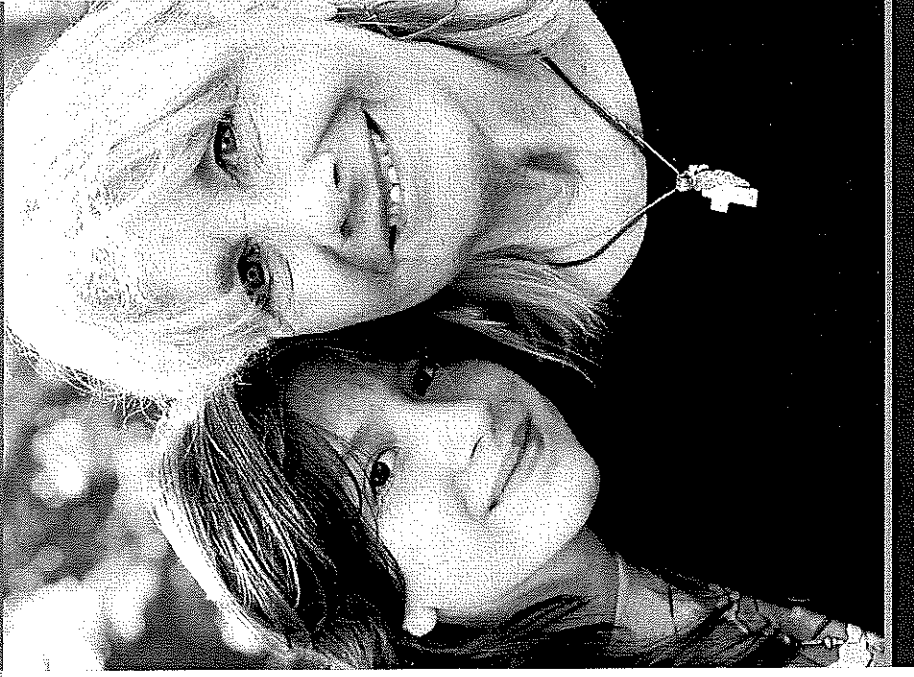


9 Mott Avenue | Norwalk, CT 06850
203-855-8765 | Fax: 203-838-3325
FamilyandChildrensAgency.org

STAY CONNECTED



TOGETHER WE CHANGE LIVES



Supporting Children

At FCA, children from all backgrounds find a safe place and a listening ear. After school, over the summer, and through times of mental and emotional turmoil, our professional and nurturing programs provide intervention, guidance, and education to stabilize the lives of children.

ASPIRE After-School Program • Foster Care
Intensive Psychiatric Services

Building Families

Family & Children's Agency counsels and educates parents, empowers moms and dads through child development education, and connects children to their forever families. These programs unite families and provide a stable base for a bright future.

Adoption • Family Guidance • Parent Education

Stabilizing Adults

Adults facing difficulties find compassionate help at FCA. Our dedicated, professional staff provide a safe and reliable place for those facing mental health issues, substance addiction, and homelessness, so they can heal, recover, and start a more stable next chapter in their lives.

Counseling • Homelessness Prevention
Substance Abuse Treatment



Agency Fast Facts

- › Founded in 1942, Family & Children's Agency has grown to become one of the largest social services organizations in Fairfield County.
- › FCA impacts the lives of thousands of children, families, adults, and seniors each year.
- › FCA is one of the largest providers of Specialized Foster Care in Connecticut with more than 150 children in care last year.
- › Each year, 100% of seniors in our after-school program graduate high school.
- › One of the largest private adoption agencies in Connecticut, more than 4,000 children have found forever families through FCA's domestic and international adoption services.
- › Last year, 100% of Supportive Housing clients remained housed

Caring for Seniors

At Family & Children's Agency, Home Care services allow seniors to avoid hospitals and nursing homes and live fulfilling lives in their communities. Our well-trained staff assess the needs of seniors, install and monitor emergency response systems, and provide services to allow seniors to remain safe, secure, and living well in their own homes.

Caregiver Support
Personal Emergency Alert Systems
Live-In and Part-Time Care

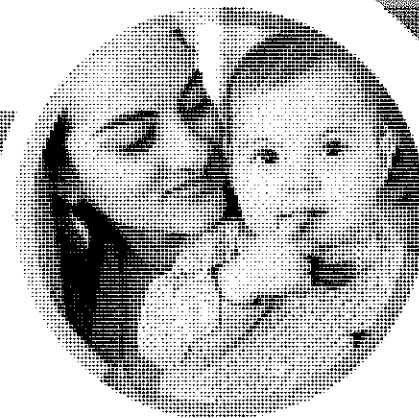
Community Initiatives

As a cornerstone in the community, FCA provides a safety net and trusted experts to support our neighbors in need even during the most challenging times.

Food Access • Community Health • Crisis Counseling
Crime Victim Support



AGENCY OVERVIEW



Family & Children's Agency (FCA) is a leading, nonprofit human service organization committed to building better lives by increasing the social and emotional well-being of our clients.

Mission

Building better lives and strengthening our community by providing essential human services to children, families, adults, and seniors.

Vision

A thriving community of empowered individuals and healthy families.

Agency Fast Facts

- Founded in 1942, Family & Children's Agency has grown to become one of the largest social services organizations in Fairfield County.
- Our 200+ full- and part-time staff members impact the lives of thousands of children, families, adults, and seniors each year.
- We are one of the largest providers of specialized Foster Care in Connecticut.
- Each year, 100% of ASPIRE seniors have graduated high school in four years and nearly all went on to post-secondary education or vocational training.
- One of the largest private adoption agencies in Connecticut, thousands of children have found forever families through FCA's adoption services.
- Hundreds of volunteers give their time and talents to our 30+ programs each year.

Executive Team

Robert F. Cashel, LCSW
President & Chief Executive Officer

Omar Garro
Chief Financial Officer

Andrea Vakos
Vice President & Chief Development Officer

Chrissy Cacace, LCSW
Vice President, Strategy & Operational Effectiveness

Mary Kate Locke, LCSW
Vice President, Youth & Family Empowerment

Averi Dudek, PHR, SHRM-CP
Vice President, Human Resources

Ligia Masilamani, MPH
Vice President, Community & Behavioral Health

Programs

Children ASPIRE After-School Program | Foster Care | Intensive Psychiatric Services
Families Adoption | Family Guidance | Parent Education
Adults Housing and Homelessness | Mental Health Counseling | Substance Abuse Treatment
Seniors Norwalk's Municipal Agent for the Elderly | Social Work Services

Operating Budget

Our FY24 operating budget is \$15.9M and 90 cents of every dollar donated goes directly to programs.

Funded By

Individuals, private and corporate foundations, state and federal grants, and client fees.

Legal Status

Family & Children's Agency is a leading non-profit, 501(c)(3) human service organization.

Get Involved

As a supporter of Family & Children's Agency you're part of our community, and your support makes everything we do possible.

Ways to Give

- Donations online, by check, or of stock
- Donations of gift cards to grocery or department stores
- Become a corporate partner
- Include Family & Children's Agency in your estate planning
- Support an FCA event

Ways to Volunteer

- Provide homework help in FCA's ASPIRE after-school program
- Join a committee
- Facilitate a workshop or be a guest speaker

STAY CONNECTED

  @FamilyandChildrensAgency

 @FamilyChildren

For more information, please visit FamilyandChildrensAgency.org

Main Office:

9 Mott Avenue, 4th Floor
Norwalk, CT 06850
203-855-8765

Other Office Locations:

66 Bayview Avenue
Norwalk, CT 06850
203-855-8765

9 Business Park Drive, Unit #11
Branford, CT 06405
203-208-2432

600 Mamaroneck Avenue
Suite 400-20
Harrison, NY 10528
914-834-5806



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : **NORWALK COMMUNITY RECREATION CENTER AT
 98 SOUTH MAIN STREET – APPROVE SUBGRANT
 AGREEMENT WITH YMCA**

DATE: DECEMBER 26, 2023 (*REVISED 1/2/24 IN ITALIC*)
*(REVISED 1/4/24 BY INSERTING "IN ANTICIPATION OF" IN
 REQUESTED ACTION a. AND DELETING REQUESTED ACTION
 b.)*

As you know, the City is proceeding with the development of the Norwalk Community Recreation Center at 98 South Main Street. Project information has been provided in the past and below is a brief summary of the project.

The existing building is a two stories structure built in 1983 for a total of approximately 22,000 square feet. The proposed improvements include gut renovation of the existing building interior (including HVAC, electrical, plumbing, etc.), installation of a new roof, development of a new building façade along South Main Street and construction of a new gymnasium along the back of the building. The new building will be a community recreation center to be operated by City's Recreation and Parks Department. The current projected budget is approximately \$12 million with funds from State DECD, City GGP funds, APRA funds and HUD funds through the YMCA for a total of approximately \$9.5 million. The balance of approximately \$2.5 million is being requested by the Parks Department as part of their 2024-2025 Capital Budget requests.

In regards to the HUD funding for this project, the initial funding allocation designated the Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) as the grant recipient of \$2 million. At the time of the HUD funding

request, the intent was to have the YMCA as the project developer and operator of the new community facilities through a long agreement. However, this development relationship did not materialize, hence the City proceeded with the current plan for the development of a community recreation center with the YMCA involved in providing some programming functions in the future. In order to continue to capture the HUD funding for this project, a subgrant agreement is required in order for HUD to recognize the City as an indirect beneficiary of the funds. Of the total HUD funding of \$2 million, the YMCA intends to reserve \$250,000 for FF&E and tenant fix-up *while the balance* amount of \$1.75 million will be available to the City for project development and construction. *The City will consult with YMCA in the design and construction of approximately 2,000 square feet for YMCA program uses. Said spaces shall be finished to include storage and a unisex restroom.* The City will have full responsibilities for compliance with all applicable HUD grant requirements as well as providing cashflow in anticipation of reimbursements.

Separately, the City will also need to enter into an agreement with YMCA to establish the operating relationship. The following are some of the basic terms of said operating agreement:

- Term Period – 5 years with *option for both parties to renew for 5 additional years*
- Licensed Premises – *approximately 2,000 square feet*
- Payment - \$1.00 per year plus proportioned utilities and common charges (*to be established under a separate Memo of Understandings to be attached to the agreement*)
- Programming Activities – *YMCA shall operate STEM & E-Sport Programs as well as other recreation activities subject to City approval*
- Termination Clause – Both parties have the rights to terminate within 90 days notice

ACTION REQUESTED:

- Authorize the Mayor, Harry W. Rilling, to enter into a Subgrant agreement and all other related HUD grant requirements/documents/agreements as may be required with Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) for the development of the Norwalk Community Recreation Center at 98 South Main Street, as necessary *in anticipation of* the receipt and expenditure of HUD grant in the amount not to exceed \$1,750,000. The**

City will have full responsibilities in compliance with HUD grant requirements.

~~b. Authorize the Mayor, Harry W. Rilling to enter into a 5-year operating License Agreement with a 5-year renewal option with Riverbrook Reginal Young Men's Christian Association, Inc. (YMCA) to operate recreation programs at the proposed Norwalk Community Recreation Center at 98 South Main Street. Terms of the Agreement shall be as recommended by the Land Use and Building Management Committee.~~

Thank you for the Committee's consideration of this request. Please do not hesitate to reach out to JoAnn Acquarulo and I if you have any questions prior to the meeting.

Cc: Christene Freedman, CEO, YMCA
Tom Livingston, Chief-of-Staff
Tyisha Toms, Law Department
Darin Callahan, Law Department
JoAnn Acquarulo, Building Management
Robert Stowers, Parks Department



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

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

RE : **NORWALK COMMUNITY RECREATION CENTER AT
98 SOUTH MAIN STREET – APPROVE ARCHITECT**

DATE: DECEMBER 21, 2023

As you know, the City is proceeding with the development of the Norwalk Community Recreation Center at 98 South Main Street. Project information has been provided in the past and below is a brief summary of the project.

The existing building is a two stories structure built in 1983 for a total of approximately 22,000 square feet. The proposed improvements include gut renovation of the existing building interior (including HVAC, electrical, plumbing, etc.), installation of a new roof, development of a new building façade along South Main Street and construction of a new gymnasium along the back of the building. The new building will be a community recreation center to be operated by City's Recreation and Parks Department. The current projected budget is approximately \$12 million with funds from State DECD, City GGP funds, APRA funds and HUD funds through the YMCA for a total of approximately \$9.5 million. The balance of approximately \$2.5 million is being requested by the Parks Department as part of their 2024-2025 Capital Budget requests.

Recently, Building Management Department developed a Request for Qualification/Proposals (RFQ/P) for architects and the City, through the Purchasing Department, received 7 qualification statements. Upon review of the qualification statements, the Interview Committee shortlisted to 3 firms for interviews. The Committee found all three firms (Antinozzi Associates, Silver Petrucelli and Associates and Lothrop Associates Architects) to be qualified and the City had prior working relationship with all three. Therefore, the Committee

requested fee proposals from all three firms. Below is a summary of their fee proposals:

Silver Petrucelli Associates	-	\$ 662,751
Antinozzi Associates	-	\$ 809,000
Lothrop Associates	-	\$ 990,400

Based on the above total fee proposals and their overall submissions, the Committee is recommending approval of Silver Petrucelli + Associates for this project.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Silver Petrucelli + Associates for architectural design services for the proposed Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$662,751.00. Funds for this agreement are available from ARPA funds. Acct. #134030-5796-ABL01**
- b. Authorize the Office of Building Management to issue change orders on Contract for additional services as may be required for a total not to exceed \$60,000. Acct. #134030-5796-ABL01**

EXECUTIVE SUMMARY

Senior, community, and recreation centers have evolved into mixed-use facilities for the entire community. Norwalk's Community/Rec Center will be a place for people of all ages to connect, exercise, unwind, educate and learn – all in one space – and it's design should create energy and movement, because it will be a place full of activity.

Ideally, the goal of the Community/Rec Center is to create many reasons to visit it so a larger percentage of the population benefits from the facility. Features such as multi-purpose rooms allow for hosting many different forms of activities and opens the facility up to community groups looking to rent large spaces for meetings, gatherings, and events. Flexible spaces can be used for a variety of activities. For example, some of these flexible spaces might include basketball courts that convert to pickleball courts, satisfying multiple generations. Adding weight rooms to traditional cardio centers appeal to a younger population. Nutritional offerings, such as a smoothie bar or dietician services, are popular to promote overall well-being.

Planning for growth over time is important when working on community buildings. We understand that Norwalk's needs won't be the same 10 years after the building is designed and built. Planning for increased population growth and evolving community programs is important because we know it is less expensive to accommodate for the future now than to have to modify down the road.

Our insight will be drawn from similar projects including:

- Community/Rec Center, New London
- Milford Boys and Girls Club
- Woodbridge Senior Center
- Colchester Senior Center
- Senior Center, Woodbridge
- Rocky Hill Senior/Community Center
- Eckersley Hall Sr. Center, Middletown
- Richmond Senior Center, New Milford
- Oxford Senior Center
- Southbury Senior Center
- Newington Senior Center
- Woodmont Borough Hall, Milford
- East Side Youth/Community Center, Manchester
- Birdseye Municipal Center, Stratford

We bring a diverse design team to the City of Norwalk. Our "integrated" in-house team includes architects, historic architects, engineers and interior designers, an attribute that cannot be found in most Connecticut firms. Having all disciplines in-house allows for competitive fees as primary disciplines are on-staff and not outsourced to other firms. This close coordination results in a tightly coordinated set of construction documents.

SP+A is supported by leading edge computing and workplace technology for design, programming, drawing documentation and production, project management, scheduling, specifications and construction administration. Advanced 3D technologies such as Revit and virtual reality are fully integrated in house to enhance both design and construction.

CITY OF NORWALK

PROJECT TEAM LEADERSHIP



David Stein, AIA
PRINCIPAL-IN-CHARGE



Dean Petrucelli, AIA
DESIGN PRINCIPAL

DESIGN & PLANNING



Paul Jorgensen, AIA
PROJECT ARCHITECT



Marco Costantini, AIA
PROJECT ARCHITECT



Bob Banning, P.E.
ENGINEERING PRINCIPAL &
CHIEF ELECTRICAL ENGINEER



Amanda Cleveland, NCIDQ
PRINCIPAL INTERIOR DESIGNER



Ken Eldridge, P.E.
CHIEF MECHANICAL ENGINEER

CONSTRUCTION SERVICES



Rebecca Bouchard, CDT, CSI
SPECIFICATIONS WRITER



Bob Washburn
CONSTRUCTION ADMINISTRATOR

CONSULTANTS




STRUCTURAL ENGINEERS



 **FUSS & O'NEILL**
ENVIRONMENTAL ENGINEERS




CIVIL/SITE/SURVEY ENGINEERS



Aris Land Studio
Sustainability • Land Architecture
LANDSCAPE ARCHITECTURE

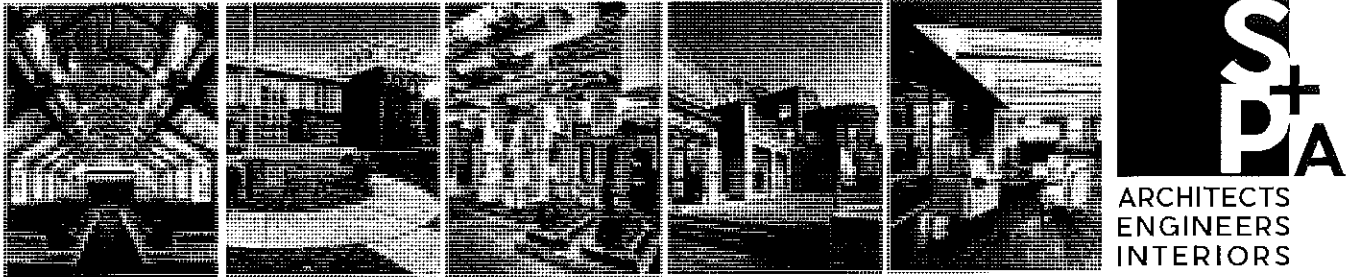


 **d'agostino & ASSOCIATES**
Technology • Security • Audio Visual
TECHNOLOGY, SECURITY, AV




GEOTECHNICAL ENGINEERS

FIRM PROFILE



SP+A is an “integrated” architecture, engineering and interior design collaborative. We have been providing services in Connecticut since 1991. From our most treasured historic buildings to state-of-the-art learning facilities, modern workspaces, and more, the firm takes a progressive design approach to each project.

Projects include new construction, renovate-as-new, expansion, repair and renovation, code conformance improvements, building system modifications and window/door and roof replacements. Work scopes range from programming through post-construction and advanced technologies are fully integrated in house to enhance both design and construction. The firm is committed to sustainability and LEED-inspired design solutions that are environmentally responsive and resource efficient.

We believe diverse and balanced design teams deliver the most successful projects. Our project teams are a mix of experience levels representing each generational group from their 20's to 60's. By effectively leveraging the diversity in our experience, our projects benefit from a balance of knowledge sharing and new and proven design techniques.

Office Locations

3190 Whitney Avenue | Hamden, CT 06518
311 State Street | New London, CT 06320
203-230-9007

Leadership

- Dean A. Petrucelli, AIA, Principal
- David A. Stein, AIA, Principal
- Robert R. Banning, P.E., Principal
- Christopher T. Nardi, AIA, Principal
- Amanda M. Cleveland, NCIDQ, Principal
- Paul E. Jorgensen, AIA, Associate
- Kenneth J. Eldridge, PE, Associate

AWARDS

QVCC Advanced Manufacturing Facility, Danielson, CT
U.S. GBC LEED Certified (2021)

James Blackstone Memorial Library, Branford, CT
CT Preservation Award of Merit (2020)
CT Building Congress Small Civic Category
First-Place Project Team Award (2020)

West Shore Middle School, Milford, CT
CT Building Congress Project Team Award
K-12 Schools (2019)

Enfield High School Additions and Renovations
Best Projects Award of Merit - K-12 Education
Engineering New Record New England (2018)

Eckersley Hall Senior Center, Middletown, CT
USGBC LEED Silver (2018)

Ferguson Library, Stamford, CT
Elizabeth Mills Brown Award of Merit (2022)
CT Trust for Historic Preservation Merit Award (2017)

Fire Headquarters, Branford, CT
U.S. GBC LEED Silver (2015)
Station Style Design Honorable Mention (2013)

Fire Station #5, East Hartford, CT
USGBC LEED Gold (2013)
CTGBC Merit Award (2011)

Stratfield Elementary School, Fairfield, CT
CT Building Congress Project Team Award of Merit (2012)
& Associated Builders and Contractors Excellence in
Construction Award (2011)

Fire Headquarters, Woodbridge, CT
UI Energy Conscious Blueprint Award (2011)

Kleen Energy Water Supply, Middletown, CT
CT Society of Civil Engineers (CSCE) section
of the American Society of Civil Engineers (ASCE)
Water Resource/Environmental ACE Award (2011)

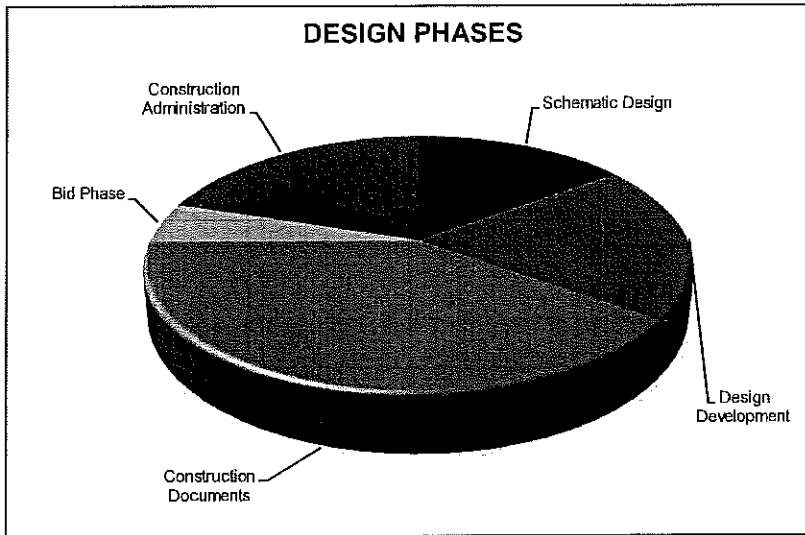
People's United Bank, Fairfield, CT
Fairfield, Connecticut Chamber of Commerce
Visual Improvement Citation Award (2006)

First United Church of Christ, Milford, CT
CT Trust for Historic Preservation
Honorable Mention (1991)

PROJECT APPROACH & SCHEDULE

SP+A' in-house team of architects, engineers, interior designers, code specialists and specifications writers have extensive experience in similar community center projects. We maintain ongoing collaborative relationships with our network of consultants to reinforce continuity and unity of our entire team for your project.

The effect of delays on construction budgets can result in unrealized expectations and reductions in size and scope. Our solution is successful planning that includes early assessment of project costs, space and functional requirements, and honest, open discussions with Committee members, stakeholders and/or the public.



The programming of desired amenities, offices or spaces in terms of quantities, sizes, special features, etc., is developed. Essential to this phase is to prioritize those spaces in the unfortunate event that the initial estimate created for the program is larger than the budget. Early identification of lower priority items allows for a quick reduction of project size, should this be necessary.

When the initial project size and details are documented and agreed

upon, your project is benchmarked against other projects of similar size and complexity that have recently been designed and constructed by the firm. After adjusting for the specifics of your project and the benchmarked projects, a conceptual estimate is developed in-house that itemizes expected costs for all project components. Adequate contingencies are established so that funds are available to handle any unforeseen expenditures allowing the project to stay within your budget. This estimate is updated throughout the construction process allowing the committee access to the cost of construction every step of the way.

Before we start any design process, we work with the entire team to prioritize programming and wish lists to stay within your budget. Sustainable design options are presented for consideration. Through good communication and a clear understanding of how the space will be used we can design a solution that meets as many wants and needs as possible. Typically, we seek to develop two, three or more concepts to demonstrate development potentials and incite better collaborative thinking. Sometimes we have done as many as 10 concepts to refine the right solution. We don't limit the alternatives.

Schematic Design

Schematic Design drawings depict preliminary floor plans and exterior elevations to visualize how spaces are laid out, how large they will be, and how the spaces will flow from one location to another. Review, discussion and revisions are made until they are approved. This phase culminates with a schematic design cost estimate to make sure the project is within budget.

Sample conceptual images follow.

NORWALK REDEVELOPMENT

3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

January 5, 2024

Dear Norwalk Common Council Members:

Further to the South Norwalk Train Station Area Study completed in 2022, a need has been identified to further examine the area around the new planned public school on Meadow Street, its connections throughout the neighborhood and the South Norwalk Train Station, and community impacts of ongoing development. On January 4, 2024, the Economic and Community Development Committee voted in the affirmative to transfer \$150,000 of GGP contingency funding from account number 510000-5796-GGP08 to the Redevelopment Agency for the completion of a South Norwalk Community Plan in collaboration with residents and neighborhood stakeholders.

The proposed resolution seeks authorization from the Norwalk Common Council to transfer these funds to the Norwalk Redevelopment Agency to engage planning consultants at VHB under their existing contract for work around the South Norwalk Train, finalize the project scope with the community, and develop a community-driven plan for equitable development strategies throughout the neighborhood.

Sincerely,

Brian Bidolli, AICP
Executive Director
Norwalk Redevelopment Agency