

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE
MEETING AGENDA
January 24, 2019
7:00 PM, ROOM 231 City Hall

- I. Welcome and Roll Call**
- II. Approval of September 27, 2018 Minutes**
- III. Approval of October 25, 2018 Minutes**
- IV. Public Participation**
- V. New Business**

Action Items

Police Department

- 1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, and amendments necessary to request and accept grant funds under Connecticut Department of Transportation 2019 Distracted Driving High Visibility Enforcement Grant in the amount of \$49,800.00.

Health Department

- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Preventive Health Block Grant in the amount of \$22,673 for the period October 1, 2018 to September 30, 2019.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Preventive Health Block Grant for the period October 1, 2018 to September 30, 2019.
- 3. Authorize the Purchasing Agent to issue a sole source purchase order to Seraphin, a division of Pemberton Fabricators Inc., for a fully enclosed Seraphin low profile slip on testing trailer in the amount of \$30,541.00. Account # 09 19 2012 5777 C0627.

**CITY OF NORWALK
HEALTH, WELFARE
&
PUBLIC SAFETY COMMITTEE
SEPTEMBER 27, 2018**

ATTENDANCE: Nick Sacchinelli, Chair; Douglas Hempstead; Eloisa Melendez;
George Tsiranides; Chris Yerinides

STAFF: Gabriel Asare, Systems Engineer, Deanna D'Amore, Director of
Health; Deputy Chief Susan Zecca, Norwalk Police Department;
Glenn Iannaccone, PHEP Coordinator, Norwalk Health
Department, Susan Sweitzer, Redevelopment Agency

1. **WELCOME AND ROLL CALL**

Mr. Sacchinelli called the meeting to order at 7:04 p.m. and called the Roll.

2. **APPROVAL OF AUGUST 23, 2018 MINUTES**

**** MR. YERINIDES MOVED TO APPROVE THE MINUTES AS
PRESENTED**

**** MOTION PASSED UNANIMOUSLY**

3. **PUBLIC PARTICIPATION**

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

Ms. Diane Lauricella said she was here to listen and to learn about the Ryan Park clean up. She said she requested to see simple data from the site. She said people living in that area deserve to know what is there. Ms. Lauricella suggested that this Common Council may want to get a second opinion to be sure the site is cleaned up and to know what is under there.

No other members of the public wished to speak.

Police Department

**** MR. TSIRANIDES MOVED THE FOLLOWING ITEMS:**

**1A. AUTHORIZE THE PURCHASING AGENT TO EXECUTE A
PURCHASE ORDER ON BEHALF OF THE NORWALK POLICE**

DEPARTMENT, TO MOTOROLA SOLUTIONS, INC., PRICING PER STATE OF CONNECTICUT MASTER CONTRACT #A-99001 FOR THE PURCHASE OF FOR APX60000 AND APX8000 PORTABLE RADIOS, CHARGERS, BATTERIES AND ACCESSORIES NOT TO EXCEED \$1,228,136.00. ACCOUNT# 09193610 5777 C0615.

1B. AUTHORIZE THE PURCHASING AGENT TO EXECUTE CHANGE ORDERS NOT TO EXCEED \$12,000.00. ACCOUNT# 09193610 5777 C0596.

Deputy Chief Zecca explained they are replacing all of the portable radios because the existing radios are no longer supported by Motorola. She said they currently work with Motorola and they are happy with their service.

**** MOTION PASSED UNANIMOUSLY**

**** MR. HEMPSTEAD MOVED THE FOLLOWING ITEMS:**

2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR THE SUPPLY AND INSTALLATION OF EQUIPMENT TO ENHANCE THE POLICE AND FIRE RADIO SYSTEMS, PRICING AS PER STATE OF CONNECTICUT MASTER CONTRACT #A-99-001, FOR AN AMOUNT NOT TO EXCEED \$316,558.88; \$220,000.00 FROM ACCOUNT# 091636110 5777 C0561 AND REMAINDER FROM ACCOUNT #09163610 5777 C0615.

2B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE CHANGE ORDER(S) TO THE ABOVE AGREEMENT FOR THE TOTAL AMOUNT NOT TO EXCEED \$31,600. ACCOUNT# 091636110 05777 C0561 AND #091636110 5777 C0615.

Deputy Chief Zecca reviewed the items. This system is compatible with the Motorola portable radios.

**** MOTION PASSED UNANIMOUSLY**

**** MR. YERINIDES MOVED TO APPROVE THE FOLLOWING ITEMS:**

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH LOW BIDDER, SECURITY SPECIALIST FOR SUPPLY AND INSTALLATION OF SECURITY CAMERA AND NETWORK EQUIPMENT TERMS AND CONDITIONS AS PER BID #3850 FOR AN AMOUNT NOT TO EXCEED \$25,388.58. ACCOUNT #09163610 5777 C0596.

**3B. AUTHORIZE CHIEF THOMAS KULHAWIK TO EXECUTE
CHANGE ORDER(S) TO THE ABOVE AGREEMENT FOR THE TOTAL
AMOUNT NOT TO EXCEED \$2500.00. ACCOUNT# 09163610 5777
C0596.**

Deputy Chief Zecca explained these items are in the capital budget. Mr. Asare said this is a request for five cameras. He described where the cameras will be located and how they will be used.

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED TO SUSPEND THE RULES TO ADD THE
FOLLOWING ITEM TO THE AGENDA**

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

**AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY
AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT
GRANT FUNDS FROM THE STATE OF CONNECTICUT UNDER THE
BODY-WORN RECORDING EQUIPMENT (BWRE) REIMBURSEMENT
GRANT IN THE AMOUNT OF \$204,488.00**

Deputy Chief Zecca explained this is for a grant application and authorization for the Police Department to apply for reimbursement.

**** MOTION PASSED UNANIMOUSLY**

Health Department

**** MR. HEMPSTEAD MOVED TO APPROVE THE FOLLOWING ITEMS:**

**4A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND
ACCEPT GRANT FUNDS FROM YALE NEW HAVEN HEALTH
SYSTEM CORP IN THE AMOUNT OF \$75,217 FOR THE PERIOD
BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019 FOR PUBLIC
HEALTH EMERGENCY PREPAREDNESS.**

**4B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR
AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE**

**PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT FOR THE
PERIOD BEGINNING JULY 1, 2018 THROUGH JUNE 30, 2019.**

Ms. D'Amore explained the items. Mr. Iannaccone described the volunteer training and said when they started they had no one, but now they are up to 77 volunteers.

**** MOTION PASSED UNANIMOUSLY**

**** MR. HEMPSTEAD MOVED TO APPROVE THE FOLLOWING ITEMS:**

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM OPTIMUS HEALTH CARE INC. FOR CONTRACT PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE WIC PROGRAM.

5B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE WIC PROGRAM FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019.

Ms. D'Amore explained the items. In response to Mr. Sacchinelli's question, she provided an overview of new grants the Health Department has received within the past year. In addition, they continue to look for additional funding sources.

Discussion Items:

1. Community Infrastructure Review

Mr. Sacchinelli said this item came from residents who asked about sidewalks and lighting. Mr. Hempstead noted the safe streets program started eight years ago and came through Public Works. He said he would like to see any data from that program.

Mr. Sacchinelli said he would like to hear from the Committee and look into a Safe Walk to School grant. Mr. Tsiranides said Crossing Guards make a big difference and asked if the grant could be used for additional Crossing Guards. Ms. D'Amore said she would check.

Mr. Sacchinelli said he would keep this item on the agenda for further discussion. Mr. D'Amore suggested working with the Bike/Walk Commission on this. She also said if the Committee has any specific projects/research requests, student interns may be able to work on that project.

Mr. Sacchinelli asked the Committee members to bring ideas to the next meeting.

2. Garbage & Odor

Ms. D'Amore gave an update on odors coming from City Carting. She said Public Works reached out to them and are now removing garbage collected on Fridays. An inspector from the Health Department has also investigated and has spoken with management. They have fixed a bay door.

Mr. Hempstead suggested that if they have to get an annual license, they are inspected annually the way it is done with restaurants. Ms. Melendez asked Ms. D'Amore to find out what other communities do.

V. **OLD BUSINESS**

Discussion Items:

2. Ryan Park Cleanup

Mr. Ryan Bardosz, Senior Project Manager gave a Power Point presentation showing the updates on the Ryan Park Improvements Project. He gave a history of the site. He reviewed the remediation process.

Mr. Hempstead asked if there would be any monitoring wells on the site. Mr. Bardosz said there are no plans to do post remediation ground monitoring. Mr. Hempstead asked if the City could request that. Mr. Bardosz said it could.

Mr. Bardosz reviewed the post remediation steps.

1. Potential Preparedness Community Awareness Event

Ms. Sacchinelli did not have an update this evening.

Mr. Sacchinelli will add flooding to the next agenda.

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

There was no further business and the meeting was unanimously adjourned at 8:30 p.m.

Respectfully submitted,

Rosemarie Lombardi
Telesco Secretarial Services

Health, Welfare and
Public Safety Committee
September 27, 2018
Page 5

**CITY OF NORWALK
HEALTH, WELFARE
&
PUBLIC SAFETY COMMITTEE
OCTOBER 25, 2018**

ATTENDANCE: Nick Sacchinelli, Chair; George Tsiranides; Chris Yerinides

STAFF: Deanna D'Amore, Director of Health, David Walenczyk, Youth Services Director

At 7:15pm, Mr. Sacchinelli determined that there was not a quorum, so the assembled group would get updates, but not vote.

Revised Juvenile Review Board (JRB) Agreement between the City of Norwalk and the Town of Westport

Mr. Walenczyk gave an update on negotiations with the Town of Westport on agreement for City to provide JRB services to Westport, noting that there has been a change of leadership and the town wishes to pay on a case by case basis at a rate of \$1500/case. The original agreement was drafted with a flat fee of \$18,000 annually, for fifteen cases. He noted that the lawyers for the Town of Westport reviewed the document and made small wording changes that didn't change the spirit of the agreement. Mr. Sacchinelli said he would advance the action item to the full Common Council.

Community Infrastructure Review

Deanna D'Amore, Director of Health, gave an update on a discussion of Infrastructure. She noted that the department will have three nursing student interns who will work on a pedestrian safety project in collaboration with the Pedestrian Committee of the Bike/Walk Advisory Commission. Mr. Sacchinelli noted that a good starting point would be to invite someone from that Commission to a future Health, Welfare, and Public Safety Committee meeting.

The meeting disbanded at 7:40pm

Respectfully Submitted,
Lora Grassilli
Telesco Secretarial Services

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE		SHADED AREA FOR HSO USE ONLY	
		Project No:	☐ Project Initiation ☐ Project Cancellation ☐ Project Revision ☐ Project Continuation
		Program Area:	Date Approved:
		Program Description: Distracted Driving	
HIGHWAY SAFETY PROJECT APPLICATION ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE HIGHWAY SAFETY OFFICE POLICY. COPY OF POLICY OBTAINED UPON REQUEST.			
PROJECT TITLE: FY 2019 DDHVE			
GOVERNMENTAL UNIT: City of Norwalk CT		ADDRESS OF GOVERNMENTAL UNIT: 125 East Avenue, Norwalk CT	
APPLICANT: Norwalk Police Department		ADDRESS OF APPLICANT: 1 Monroe St, S. Norwalk CT	
FEIN: 06-6011881	DUNS NUMBER: 801403218	ANTICIPATED PROJECT STARTUP DATE: April 2, 2019	
APPROVED PROJECT PERIOD: (mo/date/yr) FOR HSO USE ONLY			
FROM:		THROUGH: August 15, 2019	
PROJECT DIRECTOR: Bruce Hume		TITLE: LT, Grant Manager	TELEPHONE NUMBER: 203 854 3007
SIGNATURE:		ADDRESS & ZIP CODE: 1 Monroe St, Norwalk, CT 06854	FAX NUMBER:
FINANCIAL OFFICER: Chitsamay Lam		TITLE: Comptroller	TELEPHONE NUMBER: 203 854 7715
SIGNATURE:		ADDRESS & ZIP CODE: 125 East Avenue, Norwalk CT 06851	FAX NUMBER:
AUTHORIZING OFFICIAL: Harry W. Rilling		TITLE: Mayor	TELEPHONE NUMBER: 203 854 7701
SIGNATURE:		ADDRESS & ZIP CODE: 125 East Avenue, Norwalk CT 06851	FAX NUMBER:
E-MAIL ADDRESS: bhume@norwalkct.org		E-MAIL ADDRESS: clam@norwalkct.org	
E-MAIL ADDRESS: hrilling@norwalkct.org		E-MAIL ADDRESS:	
APPROVAL -- FOR HSO USE ONLY			
FISCAL REVIEW COMPLETED BY:		PROJECT MANAGER REVIEW COMPLETED BY:	DATE:
Christine Biske		Phyllis DiFiore	
DATE:		PROGRAM COORDINATOR REVIEW COMPLETED BY:	DATE:
		Joseph T. Cristalli, Jr.	
THIS ACTION:		GOVERNOR'S HIGHWAY SAFETY REP:	DATE:
PREVIOUS ACTION:			
TOTAL OBLIGATED:		Thomas J. Maziarz	

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION
PROBLEM IDENTIFICATION

To date, identifying the role distracted driving has played in fatality and injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate 405(e) funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut's hand held mobile phone for drivers can be effective.

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town:

- Fatal and injury crashes 2015-2017
- Daily Vehicle Miles Traveled (DVMT) (2016)
- Population (2016)
- Crash rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement grant performance

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
OBJECTIVES To decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use by: Increasing enforcement, especially HVE of Connecticut's hand held mobile phone ban for drivers in areas identified to have high rates of fatal and injury crashes	

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
	Page 1 of 1

ACTIVITIES

The following enforcement parameters will be required of participating municipal law enforcement agencies:

- Spotter-type enforcement strategy – Spotter type enforcement is required unless other enforcement strategies are described in HS-1 in detail to plan enforcement schedules and strategies. This must be pre-approved in HS-1 grant application.
- Spotter type enforcement can be done in teams or individually. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates” the stop.
- Non-spotter type enforcement explanation:

SCROLL DOWN TO LAST ACTIVITY SHEET TO SUPPLY A DETAILED EXPLANATION IF YOUR AGENCY INTENDS TO PROPOSE A DIFFERENT ENFORCEMENT STRATEGY.

- Enforcement Schedule
 - Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
 - 7 days per week eligible
 - Minimum of 4 hours shifts/Maximum 8 hour shifts
 - Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.
- Enforcement Locations
 - Enforcement areas should include intersections and other areas where traffic naturally slows. Enforcement locations should be included in grant applications with narrative for rationale as to why locations were chosen (*example – CT statute makes manipulating a hand held mobile device at a traffic sign or signal a violation)
- Enforcement Schedule
 - April 2, 2019 to April 30, 2019
 - August 1, 2019 to August 15, 2019
- Personnel
 - Minimum of 2 Officers/Maximum of 8

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
	Page 1 of 2

ACTIVITIES CONTINUED

Earned media participation:

- Participating agencies are required to take part in earned media activity related to DDHVE. This could include the following:
 - Hosting a kick-off press event
 - Conducting ride-alongs or interviews with media at enforcement locations
 - Notification of media outlets through the use of interview opportunities, press releases and media advisories
 - Cooperation with the HSO earned media contractor including:
 - Distribution of press releases
 - Use of Approved Talking points
 - Creation and submission of earned media activity with reimbursement documentation

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
	Page 1 of 3

ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION

List proposed enforcement locations and provide a justification for each location.
Double-click in highlighted area to type.

The Norwalk Police will be using the team approach as recommended by the State of Connecticut Department of Transportation for enforcement of distracted driving and hand held electronics statutes. This type of enforcement was successful in previous years as in 2014 Norwalk officers issued 404 infractions for hand held electronic devices and an additional 65 infractions for other motor vehicle violations for a total of 469 infractions. In 2015, 728 infractions were issued for hand held electronic devices with an additional 161 for other violations for a total of 889 infractions. In 2016, 526 infractions were issued for hand held electronic devices with an additional 127 infractions for other violations for a total of 653 infractions. In 2017, 542 infractions were issued for hand held electronic devices with an additional 56 infractions issued for a total of 598 infractions. In 2018, 576 infractions were issued for hand held electronic devices with an additional 61 infractions issued for a total of 637 infractions.

The locations listed below were chosen for high traffic volumes with congestion, high accident rates and/ or pedestrian cross walk areas:

West Avenue – Medium to generally very heavy traffic with numerous businesses, multiple apartment and condominium complexes, ongoing construction of “The SoNo Collection” which is the last major mall being built in the country, and high levels of pedestrian activity.

Route 136 at East Avenue – This is both a part of the route for commuters avoiding I95 congestion, creating congestion in an already busy heavily trafficked area with businesses and driveways along the streets, including one of Norwalk’s three Metro North railroad stations.

Route 1 (Connecticut Avenue) – This highway is heavily traffic generally from 7AM to 7PM. It is a main route for commuters avoiding I95 that also has exits and entrances for I95. It is currently the largest retail and shopping area for Norwalk and surrounding towns with numerous box stores, grocery stores, and other retail operations. Connecticut Avenue was the location of a several years long DOT improvement construction project several years back.

North Main Street at West Avenue – This is one of the busiest intersections and highways in and out of the South Norwalk District and Railroad Station. The highway is lined with businesses with on street parking and pedestrian traffic crossing the highway.

Main Avenue – This highway is lined with large office and corporate buildings and carries a very high volume of traffic, especially during morning and evening rush hours. It has retail and restaurants spread over its two miles. Main Avenue is the route to the Merritt Parkway for Norwalk traffic. This highway includes the frequently bottlenecked intersection of Grist Mill Road and Main Avenue.

Route 1 (North Avenue) – This section of route 1 narrows to one lane in each direction for three city blocks between East Avenue and Main Avenue. The volume of traffic is nearly always high in this bottleneck.

All of the above locations have been scouted for safe areas for police vehicles to pull off of the main travel portion of the highway. This will allow officers to work in a relatively safe environment without hampering vehicular traffic.

ACTIVITIES CONTINUED: NON-SPOTTER TYPE ENFORCEMENT

Explain your non-spotter type of enforcement.
Double-click in highlighted area to type.

Officers, while working in groups of 4-6 at any one time, will be responsible for their own spotting and self-initiating of stops based on their personal observations which will then be included in their written reports, thus streamlining the prosecution procedure if necessary.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.

8 HOUR SHIFTS MAXIMUM

April 2-April 30 WAVE

Date: **4/2/2019** Location: **Main Avenue**

Enforcement Type	Hrs	Rate	Total
Spotter	8	\$70.00	\$560.00
Spotter	8	\$70.00	\$560.00
Spotter	8	\$70.00	\$560.00
Spotter	8	\$70.00	\$560.00
Spotter	8	\$70.00	\$560.00
Spotter	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: **4/2/2019** Location: **Main Avenue**

Enforcement Type	Hrs	Rate	Total
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: **4/5/2019** Location: **North Avenue**

Enforcement Type	Hrs	Rate	Total
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
spotter	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Grand Total **\$10,080.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date: 4/8/2019

Location: Connecticut Avenue

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
		\$7.00	\$0.00
			\$0.00

Date: 4/12/2019

Location: Rte 136 at East Avenue

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 4/20/2019

Location: West Avenue

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date: 4/26/2019

Location: North Main at West

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 4/29/2019

Location: East Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$5,600.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

April 2-April 30 WAVE

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

August 1-August 15 WAVE

Date: 8/1/2019

Location: North Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 8/2/2019

Location: East Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 8/2/2019

Location: Main Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

August 1-August 15 WAVE

Date: 8/5/2019

Location: West Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 8/7/2019

Location: Connecticut Avenue

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Date: 8/10/2019

Location: Rtte 136 at East Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

August 1-August 15 WAVE

Date: 8/12/2019

Location: Main Ave

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
Spotter--Self-Initiated	8	\$70.00	\$560.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: 8/12/2019

Location: North Avenue Rte 1

Enforcement Type	Hrs	Rate	Total
Spotter--Self-Initiated	6	\$70.00	\$420.00
Spotter--Self-Initiated	6	\$70.00	\$420.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Grand Total \$3,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

August 1-August 15 WAVE

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grand Total			\$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM**

August 1-August 15 WAVE

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:		Location:	
Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Grand Total			\$0.00

	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

BUDGET DETAIL

PLEASE COMPLETE ENFORCEMENT WORKSHEET(S) PRIOR TO COMPLETING THIS PAGE.

PERSONNEL SERVICES

Total Estimated Wages (Sum of all worksheets)	(1)	\$49,000.00
Overtime Fringe Benefit Rate @ __ 0.00% Multiply this rate (if applicable) times the Total Estimated Wages	(2)	\$0.00
Add Total Estimated Wages and Fringe Benefit Costs for Grand Total Amount	(3)	\$49,000.00
Please round up the Grand Total Amount to the next highest \$100.00 (i.e. \$1,852.11 to \$1,900)	(4)	\$49,000

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

City/Town of: _____ **City of Norwalk CT** _____

FRINGE BENEFIT CERTIFICATION STATEMENT

I hereby certify that the fringe benefit rate of 1.45% % is the rate authorized by the
City/Town of: City of Norwalk CT
for application against all OVERTIME hours worked by the sworn police agency personnel for the following
time period: **FROM:**

(Date) (Date)

The category/percentage breakdown of this rate is as follows:

Cost Category	Percentage
1. Fringe	1.45%
2. _____	%
3. _____	%
4. _____	%
5. _____	%
6. _____	%
7. _____	%
8. _____	%
Total Overtime Fringe Rate	1.45%

I further certify that this statement is correct in all respects and that the fringe benefit rate identified above accurately represents the OVERTIME fringe benefit costs to the municipality for the individuals employed under this project.

City/Town's Chief Financial Officer

Name: _____

Title: _____

Ink Signature: _____

Date: _____

PROJECT TITLE		APPLICANT	
FY 2019 DDHVE		Norwalk Police Department	
PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.			
Project Start Date April 2, 2019		Billing Period Ending Date April 30, 2019	
		Reimbursement Deadline May 31, 2019	
2nd Billing Period Start Date August 1, 2019		Billing Period Ending Date August 15, 2019	
		Reimbursement Deadline September 13, 2019	
-- Only expenses contained in the approved Highway Safety Grant application may be claimed for reimbursement. -- Expenses MUST be incurred within the approved grant Start and Ending Dates. (see above) Please verify the Grant Start Date and Grant Ending Date prior to any Grant activity. -- PERSONNEL SALARIES -- Personnel salary expenditures are authorized as part of this Grant. Completed and signed "Signature Reports" MUST accompany these expenditures for reimbursement. Under no circumstances may an employee sign their own Signature Report as both officer and supervisor. <u>All Signature Reports must have two original distinct ink signatures and two signature dates.</u> Photocopies or faxed Signature Reports are not acceptable forms of reimbursable documentation. -- Under the terms and conditions of this Grant application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than <u>thirty (30) days after the billing's ending date.</u> Please verify the Reimbursement Deadline prior to any Grant activity. -- All claims that are missing required support documentation will be returned to the grantee and will not be processed for reimbursement until all required documentation is submitted and filled out completely and properly.			
FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.			

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

ATTACHMENT A
SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES
EFFECTIVE OCTOBER 1, 2018

AUDIT REQUIREMENT STATEMENT:

The town/city of Norwalk Police Department declares that for the fiscal year ending September 30, 2019 the sum total of Federal funds awarded to local government agencies from all sources **does exceed** \$750,000 and that it will conduct an audit report as required under 2 CFR part 200, subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26

Signed: _____

Date: _____

OR

AUDIT EXEMPTION STATEMENT:

The town/city of Norwalk Police Department declares that for the fiscal year ending September 30, 2019 the sum total of Federal funds awarded to local government agencies from all sources **does not exceed** \$750,000 and that it will conduct an audit report as required under 2 CFR part 200, subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26

Signed: _____

Date: _____

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Certification and Assurances

EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.31

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
Instructions for Lower Tier Certification 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms <i>covered transaction</i>, <i>debarred</i>, <i>suspended</i>, <i>ineligible</i>, <i>lower tier covered transaction</i>, <i>participant</i>, <i>person</i>, <i>primary covered transaction</i>, <i>principal</i>, <i>proposal</i>, and <i>voluntarily excluded</i>, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below) 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.	

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

OTHER FEDERAL REQUIREMENTS

(23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

Failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

These Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Signature of Certifying Official: _____

Date: _____

PROJECT TITLE		APPLICANT	
FY 2019 DDHVE		Norwalk Police Department	
BUDGET SUMMARY Federal Share 100.00% State/Local Share 0.00%			
BUDGET SUMMARY SUBMITTAL			
COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES	\$49,800.00	FEDERAL FUNDS (100%)	\$49,800.00
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (0%)	\$0.00
OPERATING COSTS	XXXXXXXXXX	TOTAL FUNDS (100%)	\$49,800.00
EQUIPMENT	XXXXXXXXXX		
INDIRECT COSTS	XXXXXXXXXX		
TOTAL BUDGETED	\$49,800.00		
BUDGET SUMMARY APPROVAL (HSO USE ONLY)			
COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES		FEDERAL FUNDS (100%)	
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (0%)	
OPERATING COSTS	XXXXXXXXXX	TOTAL FUNDS (100%)	
EQUIPMENT	XXXXXXXXXX	FAIN 405e 18X920405eCT17 69A3751830000405eCTC 69A3751930000405eCTC	
INDIRECT COSTS	XXXXXXXXXX		
TOTAL BUDGETED			



CITY OF NORWALK
Norwalk Health Department

To: Members of the Health, Welfare and Public Safety Committee of the Common Council
From: Deanna D'Amore, Director of Health
Re: SFY 2015 Preventive Health Block Grant: AMENDMENT
Date: January 17, 2019

The Norwalk Health Department received one year of continued funding from the State of Connecticut Department of Public Health in the amount of \$22,673 for the Preventive Health Block Grant: Policy/Environmental Change for Chronic Disease Prevention for the period beginning October 1, 2018 through September 30, 2019. This funding was added as an additional (fourth) year to the 3-year contract period that ended September 30, 2018. Please include these items on the agenda for authorization, worded as follows:

- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Preventive Health Block Grant in the amount of \$22,673 for the period October 1, 2018 to September 30, 2019.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Preventive Health Block Grant for the period October 1, 2018 to September 30, 2019.

Program Description: The Health Department leads the Healthy for Life Project (H4LP) (www.healthyforlifeproject.org), a coalition of community organizations and agencies committed to preventing and reducing obesity and chronic disease in the Greater Norwalk area. The Health Department has worked with community partners on various similar coalitions and initiatives, including educational programs about physical activity and nutrition, promoting walking in community and school settings, and helping after school programs implement an evidence-based nutrition and physical activity curriculum. This grant award will fund staffing and supplies to support the Health Department's coordination of the H4LP and will support its efforts on policy, systems, and environmental strategies to prevent obesity and chronic disease, including promoting walking routes in Norwalk and highlighting healthy options for dining out.

Included as backup materials:

- Grant Progress Report
- Original Contract



Public Health
Prevent. Promote. Protect.

Norwalk Health Department

2015-18 Preventive Health & Health Services Block Grant Policy/Environmental Change for Chronic Disease Prevention Contract Log #2016-0022 – Year 3: Year-End Report

The Norwalk Health Department continues to lead the Healthy for Life Project (H4LP), a coalition of organizations, agencies, and community members from the Greater Norwalk area. The mission of the H4LP is to reduce and prevent obesity and chronic disease in the community by promoting healthy lifestyles.

The H4LP works toward two overarching goals: increase the number of children and adults who meet physical activity guidelines, and increase access to and consumption of healthy and affordable foods. To achieve these goals, the Workgroup is working on several strategies, which include but are not limited to:

- Updating and promoting NorWALKer walking routes.
- Operating the Eat Well Initiative, a healthy restaurant program.

For the second half of year 3 of this contract period (April 1, 2018 – September 30, 2018), the H4LP accomplished the following activities in support of those and other strategies:

General Project Function/Maintenance

- Held 2 Healthy for Life Project meetings (June and August). Subcommittees continued working and met in-person or virtually, as needed.
- Reported Workgroup activities regularly to Western CT Health Network and Norwalk Hospital Community Health Committees, which oversee implementation of the Community Health Improvement Plan.

Eat Well Healthy Restaurant Initiative

- Enhanced relationships with funders to help expand support of the program and position Eat Well within a larger food access strategy.
- Enrolled 3 new sites in Norwalk, and worked with 17 additional establishments in various stages of enrollment in Norwalk (See **Appendix A**). The program currently has 20 restaurants enrolled across the region, including 8 in Norwalk.
- Created and distributed point-of-sale cues/marketing materials for enrolled restaurants.
- Updated website and social media with new restaurant information.

NorWALKer

- Worked to maintain neighborhood walking groups using NorWALKer maps throughout the winter months:
 - Total 16 community walks (about 150 attendees, not all unique walkers).
 - Created and posted social media posts and banners to advertise and recruit community walkers.
- Began the design and formatting of newly translated Spanish maps.
- Printed approximately 11,550 maps for distribution at sites such as the Norwalk Public Library, Riverbrook Regional YMCA, Norwalk Hospital, and Norwalk Health Department.
- Presented NorWALKer model and results at Bike/Walk CT Annual Summit and New England Bike/Walk Summit.
- Held meetings and working sessions to add a new map to the collection at Oak Hills Park, for tentative release in the Spring.

Bike/Walk Advisory Commission

- Partnered and served as staff support for the Norwalk Bike/Walk Advisory Commission (formerly, the Mayor's Bike/Walk Task Force), to plan and advocate for changes to policies, systems, and the built environment that make Norwalk a safer and more attractive place to bike and walk.
- Managed Commission's Operating Budget on Commission's behalf.
- Facilitated and contributed to the Commission's Strategic Planning process to ensure the development and implementation of actionable, measurable goals for the 2018-19 year.
- Participated in/supported the Commission's Pedestrian Subcommittee, which:
 - Finalized the Norwalk Pedestrian Plan to inform the City's Plan of Conservation and Development and to serve as a planning document for the Commission's pedestrian work moving forward.

- Researched and developed a scorecard for measuring walkability in Norwalk (See **Appendix B** the Norwalk Pedestrian Infrastructure Audit Tool).
- Encouraged the public to use the tool and submit audits (e.g., local print media feature article, social media posts, and word of mouth).
- Data obtained from the audits will help inform the Pedestrian Committee of areas that may need pedestrian safety and/or access improvements, and will be discussed regularly with the Department of Operations & Public Works and the Department of Transportation, Mobility, and Parking, among others.

Other Project Activity

- Continued collaboration and practice of collective impact in partnership with Norwalk ACTS, the Norwalk School District, and additional community organizations to develop shared metrics, explore mutually reinforcing activities, and better align their work around nutrition education, physical activity, and food insecurity.
- Dedicated significant staff time and resources to participate in State Innovation Model Health Enhancement Communities model project, which draws from and builds on the work of the Healthy for Life Project and the entire Greater Norwalk Community Health Improvement Collaborative.
- Continued their work on the Norwalk Public Schools Wellness Policy Advisory Committee. The Committee continues to collect baseline data across all Norwalk Schools while working on 3 district-wide initiatives: School Food, Physical Activity, and Social-Emotional Health.

Appendix A: Eat Well Healthy Restaurant Recruitment Status

Restaurant Name	Town	Enrollment Date
Pasquale's Osteria	Norwalk	Aug-18
Stop & Shop (Connecticut Ave)	Norwalk	Aug-18
Piazza Pizza	Norwalk	Jun-18
ShopRite	Norwalk	Feb-18
Panera	Norwalk	Feb-18
Sedona Taphouse	Norwalk	Nov-17
Wendy's	Norwalk	Ongoing
A&S - Angelo's Specialties	Norwalk	Ongoing
Stepping Stones	Norwalk	Ongoing
La Paella	Norwalk	Ongoing
The Blind Rhino	Norwalk	Ongoing
Chick-fil-A	Norwalk	Ongoing
Stew Leonards	Norwalk	Ongoing
JB's Deli	Norwalk	Ongoing
Sand Wedge Deli	Norwalk	Ongoing
Pontos Taverna	Norwalk	Ongoing
The Simple Greek	Norwalk	Ongoing
Mediterraneo	Norwalk	Ongoing
Rio Border Café	Norwalk	Ongoing
Ripka's by the Beach	Norwalk	Ongoing
Naked Greens	Norwalk	Ongoing
Cask Republic	Norwalk	Ongoing
BJ Ryan's	Norwalk	Ongoing

Appendix B: Pedestrian Audit Tool



**Bike/Walk
Norwalk**

You Can Help Make Norwalk's Roads Safer for Everyone

Instructions: Select one section of a road, such as an intersection or a stretch of road between two streets or landmarks, observe your surroundings as you walk, and answer the questions below with a check mark under the 'YES', 'NO', or 'SOMETIMES' column. If you have additional comments, please note them below each table. All underlined terms are defined in the glossary on the back of this form. Please send completed forms to klatham@norwalkct.org, or mail to Norwalk Health Department, c/o Kaitlin Latham, 137 East Ave, Norwalk CT 06851

Location:		
Name:	Date:	Email:

SIDEWALKS	Overall Rating (1- 6):	Yes	No	Sometimes
Are sidewalks necessary? If not, go to "streets" and skip the remainder of this section.				
Are there sidewalks on both sides of the street?				
Are sidewalks wide enough to fit two people or a wheelchair or jog stroller comfortably?				
Are there curb ramps for wheelchairs and jog strollers?				
Is there a buffer zone?				
Are sidewalks continuous?				
Is anything blocking the view of traffic (parked cars, trees, branches, etc.)?				
General Comments about Sidewalks:				

STREETS	Number of Traffic Lanes: _____	Overall Rating (1- 6):	Yes	No	Sometimes
Is there a median island between lanes?					
Is there a stop bar?					
Are there pedestrian signals on both sides of the street?					
Is there a crosswalk?					
Are there bike lanes or paths on the street?					
General Comments about Streets:					

MAINTENANCE AND USE	Overall Rating (1- 6):	Yes	No	Sometimes
Are sidewalks well-maintained (level, condition, cleanliness)?				
Is it easy to cross the street?				
Is it safe to walk on this road?				
Is traffic heavy?				
Are there benches or places to sit, if applicable?				
Are the buildings and/or surrounding areas well maintained (trees, shrubs, plants, etc.)?				
Is the area beautiful and interesting?				
General Comments about Maintenance and Use:				

See back for additional information.

Please send a copy of the completed audit(s) to klatham@norwalkct.org or mail to Norwalk Health Department, c/o Kaitlin Latham, 137 East Ave, Norwalk CT 06851

Glossary:

Curb Ramps: short ramp installed where a sidewalk meets a road to create a smooth transition between the two surfaces, rather than a step drop of several inches



Buffer: the area between the outside edge of the roadway and the roadside edge of the sidewalk or pedestrian facility that provides space between pedestrian traffic and motorized traffic. Examples: paved area, grassy areas, or trees



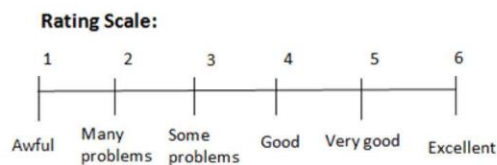
Continuous Sidewalks: a sidewalk that runs along a roadway for 500 ft., disappears for 200 feet, and then starts again would be a discontinuous sidewalk



Median Island: reserved area that separates opposing lanes of traffic on divided roadways



Stop Bar: solid white line extending across all approach lanes to stop sign or traffic signal





Department of Public Health
Contracts & Grants Management Section
410 Capitol Avenue, MS#13GCT
PO Box 340308 Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210

February 19, 2016

Timothy Callahan, MPH, RS, Director of Health
City of Norwalk
137-139 East Avenue
Norwalk, CT 06851

Re: DPH Contract Log #2016-0022
Contract for: Policy/Environmental Change for Chronic Disease Prevention
Contract Period: October 1, 2015 - September 30, 2018
Award Maximum: \$65,898.00

Dear Mr. Callahan:

The above referenced Contract has been approved. A copy of the fully executed Contract is enclosed. Payments will be made according to the schedule indicated in Part I of your Contract. Payments will depend on the timely submission and acceptability of any required reports, deliverables, and the availability of funds. **Please submit any required electronic Expenditure reports to the central reporting mailbox at DPH-CGMS-FinReports@ct.gov as required. Submit any program reports and deliverables directly to me, David Wagner at David.Wagner@ct.gov unless instructed otherwise.** The financial report must reflect the approved budget in the attached fully executed contract or any subsequently approved budget revisions. Also enclosed is the electronic report forms to be used for reporting of expenditures incurred on contract activities. **If a Uniform Chart of Accounts (UCOA) Workbook is attached you must destroy or archive any and all prior copies of the workbook that you have on site. The copy enclosed is to be used for reporting until and unless another later version is received from the Department.** You must reference the DPH Log #2016-0022 when you submit reports and/or correspondence.

Please forward copies of this Contract to appropriate financial and/or programmatic staff as necessary. All involved individuals must be aware of the contractually required activities and due dates for submitting the necessary reports.

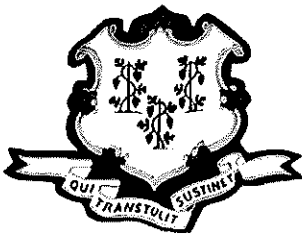
If you have not already done so please email the name(s) of the individual(s) authorized to e-mail expenditure reports associated with this Contract to DPH-CGMS-FinReports@ct.gov. If you have contractual questions, you may contact me at (860) 509-8068. Programmatic questions should be directed to Eugene Nichols at (860) 509-7533.

Sincerely,

A handwritten signature in blue ink that reads "David F. Wagner".

David Wagner
CT DPH Contract Specialist

cc: Eugene Nichols



Contract Number: #2016-0022
Max. Contract Value: \$65,898
Contract Contact Person: David Wagner
Contract Telephone: (860) 509-7704

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Revised October 2011

**FULLY
EXECUTED**

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: City of Norwalk

Street: 137-139 East Avenue

City: Norwalk State: CT Zip: 06851

Tel#: (203) 854-7868 FEIN/SS#: 000-00-0103

("Contractor"), for the provision of services outlined herein in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term	This Contract is in effect from October 1, 2015 through September 30, 2018 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8, 19a-2a, 19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to § 49-60g of the Connecticut General Statutes.
Effective Date	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire Term specified above.
Contract Amendment	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected as such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut, Department of Public Health 410 Capital Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	City of Norwalk 125 East Ave. P.O. Box 5125 Norwalk, CT 06856-5125 Attention: Harry W. Rilling, Mayor
-------------------	--	-----------------------	---

A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

TABLE OF CONTENTS

Part I

Scope of Services, Contract Performance, Budget, Reports, Program-Specific and Agency-Specific Sections

Part II

Terms and Conditions

A. Definitions

1. Bid
2. Breach
3. Cancellation
4. Claims
5. Client
6. Contract
7. Contractor Parties
8. Data
9. Day
10. Expiration
11. Force Majeure
12. Personal Information
13. Personal Information Breach
14. Records
15. Services
16. State
17. Termination

B. Client-Related Safeguards

1. Inspection of Work Performed
2. Safeguarding Client Information
3. Reporting of Client Abuse or Neglect
4. Background Checks

C. Contractor Obligations

1. Cost Standards
2. Credits and Rights in Data
3. Organizational Information, Conflict of Interest, IRS Form 990
4. Federal Funds
5. Audit Requirements
6. Related Party Transactions
7. Suspension or Debarment
8. Liaison
9. Subcontracts
10. Independent Capacity of Contractor
11. Indemnification
12. Insurance

C. Contractor Obligations cont'd

13. Choice of Law and Choice of Forum; Settlement of Disputes; Claims Against the State
14. Compliance with Law and Policy, Facility Standards and Licensing
15. Representation and Warranties
16. Reports
17. Delinquent Reports
18. Record Keeping and Access
19. Protection of Personal Information
20. Workforce Analysis
21. Litigation
22. Sovereign Immunity

D. Changes To The Contract, Termination, Cancellation and Expiration

1. Contract Amendment
2. Contractor Changes and Assignment
3. Breach
4. Non-enforcement not to Constitute Waiver
5. Suspension
6. Ending the Contractual Relationship
7. Transition after Termination or
8. Expiration of Contract

E. Statutory and Regulatory Compliance

1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
2. Americans with Disabilities Act
3. Utilization of Minority Business Enterprises
4. Priority Hiring
5. Non-discrimination
6. Freedom of Information
7. Whistleblowing
8. Executive Orders
9. Campaign Contribution Restrictions

Part I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific activities for the Preventative Health and Human Services Block Grant (PHHSBG): Policy/Environmental Change for Chronic Disease Prevention and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

SECTION A

Subsection A.1 GENERAL TERMS AND CONDITIONS

- 1) The Contractor shall provide services for the **Policy/Environmental Change for Chronic Disease Prevention** ("Program") described in detail, as follows. Such services shall be provided in accordance with the requirements of this **subsection A.1**, program specific **subsection(s) A.2**, and Part II of this Contract.
- 2) **Reports and Report Schedule**
 - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period ONE: 10/01/2015 to 09/30/2016

REPORTING PERIOD	REPORTS DUE BY
October 1 through March 31	May 1, 2016
April 1 through September 30	November 14, 2016

Funding Period TWO: 10/01/2016 to 09/30/2017

REPORTING PERIOD	REPORTS DUE BY
October 1 through March 31	May 1, 2017
April 1 through September 30	November 14, 2017

Funding Period THREE: 10/01/2017 to 09/30/2018

REPORTING PERIOD	REPORTS DUE BY
October 1 through March 31	May 1, 2018
April 1 through September 30	November 14, 2018

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period.

- i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
- ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

3) Budget and Funding

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in Section B of this Part I.
- b) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- c) If Section B of this Part I includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- d) Future Funding Period Budgets, if not included in Section B, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- e) Funds for this Contract are provided from the following sources:

SID	Fund Description /CFDA#	Year	Amount
22664	Preventative Health & Human Services Block Grant	1	\$21,966
22664	Preventative Health & Human Services Block Grant	2	\$21,966
22664	Preventative Health & Human Services Block Grant	3	\$21,966

- f) This Contract includes federal financial assistance, and therefore such funds shall be subject to the Federal Office of Management and Budgets Cost Principles (OMB Circulars A21, A87 or A122, as applicable).
- g) For federal block grant funding is appropriated to this Contract, the Department assumes no liability for payment using such funds until such time that the provisions of this Contract are determined by the Department to be in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes § 4-28b.

4) Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds

a) Maximum Payment

- i) The total maximum payment for Funding Period 1 shall not exceed \$21,966.
- ii) The total maximum payment for Funding Period 2 shall not exceed \$21,966.
- iii) The total maximum payment for Funding Period 3 shall not exceed \$21,966.
- iv) The total aggregate amount of payment made under this Contract shall not exceed \$65,898.

The remainder of this page is intentionally left blank

b) Payment and Payment Schedule

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

Funding Period ONE: 10/01/2015 to 09/30/2016

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$16,473	Upon full execution of the Contract	October 1
2	\$5,493	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract and the first reports from the current Contract Funding Period	April 1

Funding Period TWO: 10/01/2016 to 09/30/2017

Payment #	Max. Amount	Payment Conditions	Not Before:
3	\$16,473	At the beginning of Second Funding Period of the Contract	October 1
4	\$5,493	Upon receipt and approval by the Department of the Final Report and any refunds due to the Department from the previous Contract Funding Period and the first reports from the current Contract Funding Period	April 1

Funding Period THREE: 10/01/2017 to 09/30/2018

Payment #	Max. Amount	Payment Conditions	Not Before:
5	\$16,473	At the beginning of Third Funding Period of the Contract	October 1
6	\$5,493	Upon receipt and approval by the Department of the Final Report and any refunds due to the Department from the previous Contract Funding Period and the first reports from the current Contract Funding Period	April 1

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.
- d) **Second and subsequent payments** shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports,

as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Part I, Subsection A.2.a.** above.

- e) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.

- f) **Reimbursement**

If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

- g) **Under-expenditures**

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.

- h) **Payment Reduction**

In addition to applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- i) has not submitted or completed required deliverables, or
- ii) has not submitted required reports or audits, or
- iii) has submitted reports that have not received Department approval, or
- iv) has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

- i) **Surplus or Excess Payments; Refund**

The Contractor shall:

- i) upon demand by the Department at the end of each Funding Period of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs and/or
 - 2) unexpended funds.
- ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

5) **Travel**

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State employee Reimbursement Regulations Document as such policy may be updated or amended periodically, and as found in the following references:

- a) <http://das.ct.gov/fp1.aspx?page=170>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/Travel-Reimbur-Chart-May-2012.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, DPH shall provide hard copies of such documents to the Contractor upon request.

6) Software, Computer Equipment & Programs

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

7) Contractor Changes and Assignments

In addition to the applicable provisions of **Part II, Section D** of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of **Part II, Section D** of this Contract, the Department's determination shall also include whether the Department shall:
 - i) approve of the changes and contract with the entity which results from the proposed changes, or
 - ii) terminate the Contract under applicable provisions of this Contract.

8) Cultural Competence

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services.
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,

- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations the Contractor shall:
 - i) actively recruit applicants from the minority populations served,
 - ii) include cultural competency criteria in the evaluation of applicants,
 - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

9) Respect and Dignity

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
 - i) adequate waiting areas for clients, including sufficient seating,
 - ii) adequate staff for the timely provision of contracted services,
 - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
 - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) client service that is responsive, positive and respectful
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this Section.

10) Client Satisfaction

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

Subsection A.2

Policy/Environmental Change for Chronic Disease Prevention

1) Summary of Services

The Contractor shall provide services that address Policy/Environmental Change for Chronic Disease Prevention. Such services shall be performed in accordance with the general requirements and the specific requirements described below.

2) Definitions and Guidance

- a) **At risk target populations (target populations)** may be identified based on age, gender, race/ethnicity, insurance status, health condition, access to health care, or other factors.
- b) **Policies** are laws, regulations, formal and informal rules and understandings adopted on a large scale to guide individuals' and groups' lifestyle choices.
- c) **Policy and environmental change initiatives or interventions** are defined as institutionalized and sustained efforts designed to address the needs of target populations. Policy and environmental changes enable communities to support healthy behaviors.
 - i) **Policy change initiatives or interventions** are measures or actions taken to alter policies and include but are not limited to policy changes that:
 - 1) Eliminate exposure to second-hand smoke in public buildings.
 - 2) Allow flex time for physical activity time during the workday.
 - 3) Allow zoning/rezoning requirements for sidewalks, green spaces, and bikeways.
 - 4) Facilitate worksite coverage for purchase of diabetes supplies.
 - 5) Allow age appropriate students to check blood sugars and treat hypoglycemia in school classrooms.
 - 6) Require that milk consumed in schools be limited to 1% or less fat content for heart-healthy nutrition.
 - 7) Provide tobacco-free school grounds and tobacco-free school functions (on or off campus) at K-12 schools.
 - 8) Provide funding of school and student activities to eliminate reliance on soft drink sales to fund educational and extracurricular needs.
 - ii) **Environmental change initiatives or interventions** are measures or actions taken to alter the physical and social surroundings and include but are not limited to:
 - 1) Heart-healthy food choices in vending machines.
 - 2) Creation of bike lanes/bike share programs.
 - 3) Media messages to encourage tobacco free lifestyles.
 - 4) Farmers' markets, green grocers, and community gardens to make fresh produce available for communities.

3) Activities and Deliverables

The Contactor shall:

- a) Develop, implement, and evaluate policy and/or environmental change related initiatives to address the risk factors for obesity related to unhealthy eating and physical inactivity according to the activities herein.
- b) Work with the Department to develop and maintain policies and procedures to monitor and evaluate program activities and outcomes and sustain quality of effort.
- c) Develop an internal information management system to collect and review all data required by the Department for specific program areas.
- d) Obtain the approval of the Department for the qualifications of all professional personnel who will be funded under this project.
- e) Conduct activities specified in the following table and submit the Deliverables as indicated in the table below relative to the Reporting Schedule for the Funding Period in effect, as identified in subsection A.1 of this Contract:

Activities	Deliverables	Due Dates
1. The Contractor shall identify and recruit key persons within the community that are involved in community-based programs, such as churches, businesses, schools, health care providers and organizations, to form a coalition and establish work groups within this coalition to develop a list of potential policy and/or environmental changes that will address the following two risk factors: a. Nutrition/Weight Management b. Physical Inactivity	a. List of organizations and/or groups b. List of work groups established. c. List of coalition members. d. List of potential policy and/or environmental changes for the two risk factors.	With the Interim and Final Reports due for the Funding Period currently in effect.
2. The Contractor shall implement at least (2) policy and/or environmental changes related to nutrition/weight management and physical inactivity and provide oversight to ensure the changes are implemented effectively, appropriately and in a timely manner.	Written progress report on the implementation of the community action plan addressing at least 2 policy changes related to the major risk factors that cause cardiovascular disease.	With the Interim and Final Reports due for the Funding Period currently in effect.
3. The Contractor shall work with the Department to collect appropriate data to monitor and evaluate policy and environmental changes implemented through this Contract.	Written progress report on the collection of obesity data, including data results and analysis.	With the Interim and Final Reports due for the Funding Period currently in effect.
4. The Contractor shall participate in at least 1 Department-sponsored site visits for technical assistance, planning, evaluation and other related programmatic issues at their respective Health Department.	Participate in Department site visits and report on the visit outcomes.	With the Interim and Final Reports due for the Funding Period currently in effect.

The remainder of this page is intentionally left blank

SECTION B – APPROVED BUDGET

Future Funding Period Budgets, if not included in Section B, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.

Effective Date: 9/21/2015

CONTRACT NUMBER: 2016-0022

CONTRACT PERIOD: 10/01/2015 through 09/30/2018

ST FISCAL YR (SFY): 2016

PROVIDER: City of Norwalk Health Department

Approved by: WagnerD

4000 INCOME		Total Income
Program Funding Period:		
4100 CONTRACT FUNDING	SID	\$ 21,966
4102 Federal/Other Funds	22664	\$ 21,966
<u>TOTAL INCOME</u>		<u>\$ 21,966</u>
5000 DIRECT EXPENSES		Total Expenses
5100 SALARIES		\$ 13,641
5101 Staff Salaries & Wages		\$ 13,641
5200 FRINGE BENEFITS		\$ 4,433
5400 TRANSPORTATION		\$ 230
5401 Staff Travel Reimbursement		\$ 230
5500 MATERIALS AND SUPPLIES		\$ 3,662
5504 Other Mtrls and Sppls (specify in narrative)		\$ 3,662
<u>TOTAL DIRECT EXPENSES</u>		<u>\$ 21,966</u>
7000 INDIRECT EXPENSES		Total Expenses
<u>TOTAL INDIRECT EXPENSES</u>		\$ -
<u>TOTAL EXPENSES</u>		<u>\$ 21,966</u>
INCOME/EXPENSE SUMMARY		Total
TOTAL INCOME		\$ 21,966
TOTAL EXPENSES		\$ 21,966
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>

Effective Date: 9/21/2015

CONTRACT NUMBER: 2016-0022

CONTRACT PERIOD: 10/01/2015 through 09/30/2018

ST FISCAL YR (SFY): 2016

PROVIDER: City of Norwalk Health Department

Approved by: WagnerD

4000 INCOME		LHD - PHHSBG
Program Funding Period:		<u>10/01/2015</u>
		<u>through</u> <u>09/30/2016</u>
4100 CONTRACT FUNDING	SID	\$ 21,966
4102 Federal/Other Funds	22664	\$ 21,966
TOTAL INCOME		\$ 21,966
5000 DIRECT EXPENSES		LHD - PHHSBG
5100 SALARIES		\$ 13,641
5101 Staff Salaries & Wages		\$ 13,641
5200 FRINGE BENEFITS		\$ 4,433
5400 TRANSPORTATION		\$ 230
5401 Staff Travel Reimbursement		\$ 230
5500 MATERIALS AND SUPPLIES		\$ 3,662
5504 Other Mtrls and Sppls (specify in narrative)		\$ 3,662
TOTAL DIRECT EXPENSES		\$ 21,966
7000 INDIRECT EXPENSES		LHD - PHHSBG
TOTAL INDIRECT EXPENSES		\$ -
TOTAL EXPENSES		\$ 21,966
INCOME/EXPENSE SUMMARY		LHD - PHHSBG
TOTAL INCOME		\$ 21,966
TOTAL EXPENSES		\$ 21,966
<u>EXCESS/(SHORTAGE)</u>		<u>\$ -</u>

SOLE SOURCE PROCUREMENT REQUEST

Date - 12/19/2018

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

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

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

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

Only manufacturer producing equipment to meet the requirements set by CT Department of Consumer Protection

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

Staff within the Weights and Measures program within the CT Department of Consumer Protection have confirmed that Seraphin Test Measure, a Division of Pemberton Fabricators, Inc. is the only company in the United States that manufactures volumetric test provers. Please see the attached letter that explains how an inspector has also verified this with members of regional and national weights and measures associations.

Deanna D'Amore

Digitally signed by Deanna D'Amore
DN: cn=Deanna D'Amore, o=Connecticut Health Department, ou, email=ddamore@connecticut.org, c=US
Date: 2018.12.19 15:02:11 -0500

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports ☐ Does not support

☐ Supports ☐ Does not support

This request for a sole source purchase

Signature

Signature



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

December 13, 2018

Jason Hanlon
Sealer of Weights & Measures
Norwalk Health Department
137 East Avenue
Norwalk, CT 06851

Dear Jason,

This letter is in response to your request for information about any companies that manufacture calibration test equipment, specifically a 100 gallon volumetric test prover. Currently there is only one company in the United States that manufactures volumetric test provers, Seraphin Test Measure, A Division of Pemberton Fabricators, Inc., in Rancocas, New Jersey. Inspector James McEnerney from our department regularly attends regional NEWMA conferences and the national NCWM Conference. He has spoken with other members at these conferences and they have confirmed there are currently no other companies in business in the US.

If you have any additional questions please do not hesitate to contact me at (860) 713-6174 or joseph.a.giliberto@ct.gov. Thank you.

Sincerely,

Joseph Giliberto

Quote Prepared For

CITY OF NORWALK

WEIGHT AND MEASURES
125 EAST AVENUE, P.O. BOX 5125

NORWALK, CT 06856-5125

Phone 203 854-7886

Fax 203 854-7934

Your Sales Rep



Ronald Gibson

609-267-0922 ext 117

rgibson@seraphinusa.com

SERAPHIN VOLUMETRIC CALIBRATION TRAILER

CITY OF NORWALK

PEMQ1145 Nov 6, 2018

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
-----	-------------	-------------	------------

100 GALLON SERIES "J" BOTTOM DRAIN PROVER

CONSTRUCTION	BUILT TO N.I.S.T. HANDBOOK 105-3 STANDARDS AND API MANUAL OF PETROLEUM MEASUREMENT STANDARDS CHAPTER 4
CALIBRATION	FACTORY CERTIFIED USING STANDARDS TRACEABLE TO NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
NOMINAL CAPACITY	100 GALLON - CALIBRATED "TO DELIVER" AT 60 DEG F
NOMINAL DIAMETER	42 INCHES
NOMINAL HEIGHT	60 INCHES
MATERIAL	TYPE 304 STAINLESS STEEL
DRAIN VALVE	CENTER DRAIN, 2 INCH BUTTERFLY VALVE
DESIGN	REINFORCING BANDS TO PREVENT DISTORTION OF PROVER WHEN FULL WITH LIQUID AND WHEN BEING TRANSPORTED.
TEMPERATURE MEASUREMENT	(1) STAINLESS STEEL THERMOMETER WELL LOCATED SO THAT THE CLOSED END IS AT THE APPROXIMATE CENTER OF THE PROVER. (2) SPIRIT LEVELS LOCATED 90 DEG FROM ONE ANOTHER
LEVEL INDICATION	
VOLUME INDICATION	ALUMINUM GRADUATED SCALE
SCALE RESOLUTION	5 CUBIC INCH MINOR GRADUATIONS
REQUIRED SCALE RANGE	± 175 CUBIC INCHES. THE GAUGE SCALE SHALL BE GRADUATED BOTH ABOVE AND BELOW THE NOMINAL CAPACITY GRADUATION BY AN AMOUNT NOT LESS THAN 1.5 % OF THE PROVER VOLUME
TOLERANCE	0.02% SCALE ACCURACY
DATA PLATE	ENGRAVED BRASS
GAUGE GLASS FITTING	STAINLESS STEEL
LIFTING LOOPS	(2) LIFTING LOOP ATTACHED TO TOP BAND OF PROVER
SIGHT FLOW INDICATOR	INSTALLED BETWEEN PROVER DRAIN VALVE AND LEVELING BALL JOINT TO ENSURE DRAIN TIME MEETS NIST (30 SECONDS AFTER MAIN FLOW CESSATION) DRAIN REQUIREMENTS. ALSO USED TO CHECK DRAIN VALVE FOR LEAKAGE.
FILL	STAINLESS STEEL "TOP LOADING-SUBMERGED FILL" PIPE PASSES THROUGH THE UPPER CONE AND EXTENDS TO THE BOTTOM CONE, REDUCING FOAMING WHILE FILLING.
NECK COVER	STAINLESS STEEL HINGED LOCKING COVER FOR TOP OF NECK TO PREVENT CONTAMINATION OR DAMAGE DURING TRANSPORTATION. ANOTHER COVER PROTECTS THE GAUGE GLASS FROM ACCIDENTAL BREAKAGE AND CAN BE SECURED WITH A LOCK FOR SAFETY.
CRANK LEGS	(3) ADJUSTABLE BOLT DOWN LEGS FOR LEVELING PROVER. ADJUSTMENTS ARE MADE BY CRANK HANDLES ON EACH LEG

TRAILER

TRAILER CONSTRUCTION: HEAVY DUTY CONSTRUCTION WITH 4"X2"X3/16" WALL, STEEL RECTANGULAR TUBING.

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
	TORFLEX DUAL AXLE:	3500 GVW . FEATURES AN INDEPENDENT SUSPENSION CUSHIONED WITH RUBBER, PROVIDING A SMOOTH, QUIET RIDE WITH NO TRANSFER OF ROAD SHOCK FROM ONE WHEEL TO THE OTHER (NO SPRINGS REQUIRED)	
	BED DIMENSIONS	48" W X 108" L BED 72" W X 156" L OVERALL	
	DECKING:	ALUMINUM DIAMOND PLATE DECK AND FENDERS.	
	GROUNDING CABLE:	50 FT. ON RETRACTABLE REEL MOUNTED TO TRAILER BED FOR DISSIPATION OF STATIC ELECTRICITY	
	FIRE EXTINGUISHER:	(1) 10 LB SILICONIZED SODIUM BICARBONATE BASED DRY CHEMICAL FIRE EXTINGUISHER (BRACKETED) FULLY CHARGED. THIS CHEMICAL SMOTHERS FIRES IN FLAMMABLE LIQUIDS AND PRESSURIZED GASES AND IS ELECTRICALLY NONCONDUCTIVE.	
	BRAKES:	ELECTRIC.	
	LIGHTING PACKAGE:	FULL LED LIGHTING MEETS ALL D.O.T. REQUIREMENTS	
	STABILIZERS	RETRACTABLE JACKS, (2) MANUAL ON REAR CORNERS, (1) CASTER JACK ON FRONT	
	SPARE TIRE:	FULL SIZE SPARE MOUNTED TO ENCLOSURE	
	COUPLING:	BALL TYPE 2"	
	PAINT:	POWDER COATED -THERMOSETTING ZINC RICH EPOXY UNDERCOAT AND A ARCHITECTURAL GRADE POLYESTER WHICH HAS CHEMICAL RESISTANT PROPERTIES ON TRAILER FRAME	
	HARDWARE:	ALL HARDWARE TO BE STAINLESS STEEL	
PUMP OFF SYSTEM			
	PUMP	EXPLOSION PROOF, 1 PH, 110 V, 3/4 H.P.	
	POWER CABLE:	50 FT.OF POWER CORD, COILED ON RACK IN ENCLOSURE	
	HOSE REEL:	MANUAL HOSE REEL WITH 40 FT. OF 1.5" I.D. STANDARD FUEL OIL DELIVERY HOSE, WITH NOZZLE	
	DRAIN PIPING:	PLUMBING FROM PROVER DRAIN TO PUMP AND GRAVITY DRAIN	
	PIPING:	2" STAINLESS STEEL PIPE	
	VALVES:	2" ALUMINUM BUTTERFLY VALVES (2) FOR ROUTING PRODUCT TO THE PUMP OR THE GRAVITY DRAIN	
	SIGHT GLASS:	2" ACRYLIC SIGHT GLASS, FOR VISIBILITY OF PROVER DRAIN	
OTHER FEATURES			
	ENCLOSURE:	ALUMINUM BOX WHICH HOUSES PUMP AND HOSE REEL, WITH (2) LOCKABLE DOORS	

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
-----	-------------	-------------	------------



SHIPPING AMOUNT:	\$2,700.00
TAX AMOUNT:	\$0.00
UNIT AMOUNT:	\$27,841.00
GRAND TOTAL:	\$30,541.00

DELIVERY 14-16 WEEKS AFTER RECEIPT OF DEPOSIT

CUSTOM ORDER

INTERNATIONAL FREIGHT QUOTES THAT ARE OLDER THAN 30 DAYS NEED TO BE REQUOTED PRIOR TO ORDER PLACEMENT

All International Orders and Custom Orders require a deposit of at least 50%

in order to start manufacturing with the remaining balance to be paid prior to shipment

All other orders require to be paid 100% before shipping

All Customers are responsible for Decals and Placarding of the unit sold

ALL INTERNATIONAL ORDERS ARE DELIVERED TO THE NEAREST AIRPORT OR SEA PORT

CUSTOMER IS RESPONSIBLE FOR CLEARING CUSTOMS AND ALL OTHER FEES ASSOCIATED WITH SHIPMENT

General Sales Terms: Pricing Valid for 30 days; F.O.B.-- Rancocas, NJ - Shipping Additional; US Dollars

Custom Orders: 50% deposit in advance of manufacture, Balance due before shipping,

Credit Cards: Visa & Master Card Accepted (Limits may apply) ; Delivery: to be confirmed upon receipt of order

Price and Delivery have been quoted based upon the application of our attached terms and conditions only

Please note - Wood crating is in compliance with US Domestic and International crating to comply with USDA regulations at 7 CFR § 319 and the International Plant Protection (IPPC) standard ISPM #15 for export.

PLEASE NOTE UNITS REQUIRING OUTSIDE CALIBRATION MAY HAVE AN EXTENDED LEAD TIME BASED ON AVAILABILITY OF CALIBRATION LABS. SERAPHIN CANNOT BE RESPONSIBLE FOR 3RD PARTY LABORATORY SCHEDULES

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Approval Signature

Date

Printed Name



A DIVISION OF PEMBERTON FABRICATORS INC.

PEMBERTON FABRICATORS, INC. (SELLER) INCLUDING THE DIVISIONS OF AMERIND AND SERAPHIN TEST MEASURE - TERMS AND CONDITIONS OF SALE - (Pemberton Fabricators TC Rev 03-01-17)

EXCLUSIVE AND ENTIRE: The following Standard Terms and Conditions are intended by the parties to govern all the purchases of equipment, parts or service from Seller, and together with the specifications provided or embodied herewith, represent the entire understanding of the parties without exception. All other terms and conditions are specifically rejected, and by proceeding with the transaction in any manner, both Seller and Buyer agree that these Standard Terms and Conditions shall control. The price charged by Seller to Buyer is based on these Standard Terms and Conditions.

PAYMENT TERMS: Net 30 days. A "late payment" in the form of interest at the rate of 2% per month or a service charge of like amount will be levied on all late payments (the type of charge being consistent with the applicable local law). Attention to these terms will eliminate delays in starting up any equipment or providing further service or parts. **NOTE:** Terms pending credit approval.

TAXES: The quoted prices do not include state or local sales, duties, use, excise or similar taxes. To avoid any inconvenience, please supply us with one of the following documents:

1. A tax exemption certificate from your state or
2. A statement on your order or letterhead that your firm will pay the appropriate state/use tax in accordance with the current tax laws.

Unless we are provided with one of these documents, any such taxes imposed upon Seller may be added to our invoice by a separate item.

TERMINATION: In the event that this purchase is terminated by Buyer for any reason, including Buyer's failure to make partial payments as specified, Seller will make a reasonable effort to minimize the damages payable by Buyer. However, Buyer shall be liable for all expenses, overheads and allowance of a reasonable profit on work performed up to the date of termination. Buyer agrees to pay Seller's invoice in accordance with invoice terms.

WARRANTY: Seller warrants to the original Buyer that the equipment, parts supplied shall conform to the description in the quotation. In the event that any part or parts, excepting expendable items that fail due to defects in material or workmanship within the first twelve (12) months of startup of equipment or eighteen (18) months after shipment, whichever occurs first, or in the case of parts, within twelve (12) months of supplying part, Seller shall at its option, repair or replace EXW (Ex works), such defective part or parts. The warranty obligations of Seller with respect to equipment not manufactured by Seller shall conform to and be limited to the warranty actually extended to Seller by its suppliers. Notice of a claim for alleged defective equipment must be given within fifteen (15) days after Buyer learns of the defect. The defective part or parts shall be returned to Seller, freight prepaid, unless otherwise directed by Seller. This warranty shall be exclusive and in lieu of any other warranties and Seller makes no warranty of merchantability or warranties of any other kind express or implied, including any implied warranty of fitness for a particular purpose which extend beyond the warranty as set forth above. Seller's liability for any and all losses and damages to Buyer resulting from defective parts of equipment shall in no event exceed the cost of repair or replacement, EXW of defective parts or equipment. This warranty shall not apply to products which have been abused, altered, misused in application, improperly maintained or repaired, or operated other than in accordance with Seller's operating instructions.



A DIVISION OF PEMBERTON FABRICATORS INC.

PATENTS: Seller agrees to indemnify Buyer against any proven claim and assessed liability for infringement of any United States patent arising from the manufacture or sale of any apparatus furnished by Seller to Buyer. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY FOR CLAIMS OR PATENT INFRINGEMENT. Seller shall have no liability whatsoever if the claim of infringement arises out of Seller's compliance with Buyer's specifications. Seller shall have no liability whatsoever if a claim of infringement is based upon the Buyer's use of the equipment as part of a patented combination where the other elements of the combination are not supplied by Seller, or in the practice of a patented process unless Seller supplies the process. Where the specifications, process, design are supplied by Buyer, then Buyer agrees to indemnify Seller in like manner.

PROPRIETARY RIGHTS: Unless otherwise stated herein all design, manufacturing processes, manufacturing information, vendor sources, know-how, equipment, tooling or other hardware, software, or information (collectively referred to as "resources") acquired or utilized by the Seller to produce the finished goods, and any intellectual property rights, including but not limited to patents, copyrights and trade secrets related in any way to the resources, are and shall hereinafter remain the exclusive property of the Seller, regardless of whether such resources are created solely by the Seller, or by Buyer's collaboration with the Seller, for example, where Seller utilizes Buyer's specifications to create resources, and the Buyer shall acquire or receive no rights or title therein or thereto as a result of this purchase whether or not the order provides for Seller's delivery of technical data, drawings or other information to the Buyer in addition to the finished goods. Unless Seller's prior written consent is given, in no event shall the Buyer permit such data, drawings or information to be: (1) disclosed to any third party other than the Buyer's customer; (2) used by the Buyer or the Buyer's customer for manufacture of like or similar goods; (3) used for purposes of duplicating or reverse-engineering Seller's proprietary designs or processes; or (4) used by a party other than the Buyer or the Buyer's customer for any purpose.

CONFIDENTIALITY. Except as otherwise agreed or set forth herein, all information and ideas disclosed by Buyer in connection with this order may be considered by Seller to be in the public domain. Any notice that Buyer desires Seller to handle certain information or ideas as confidential or proprietary information of Buyer must be in writing and specifically acknowledged by an officer of Seller. Buyer agrees to process the personal data of Seller only on a need-to-know basis and in accordance with applicable laws and regulations. Seller and Buyer agree that the other Party may use any contact information such as names or addresses provided by the other for purposes reasonably related to the purpose of this order and may store such information in globally-accessible databases.

LIMITATION OF LIABILITY: SELLER'S TOTAL AGGREGATE LIABILITY (ARISING OUT OF OR IN CONNECTION WITH BUT NOT LIMITED TO ANY BREACH OF CONTRACT, NEGLIGENCE, TORT, LIQUIDATED DAMAGES, SPECIFIC PERFORMANCE, TERMINATION, CANCELLATION INCLUDING THE REPAYING OF THE CONTRACT PRICE OR PARTS THEREOF, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE, BREACH OF WARRANTIES, MISREPRESENTATION, NONPERFORMANCE, NONPAYMENT, OR ANY OTHER) WHETHER BASED IN CONTRACT, IN TORT, IN EQUITY, ON STATUTE, AT LAW OR ON ANY OTHER THEORY OF LAW, SHALL NOT EXCEED THE PAID CONTRACT PRICE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER. NEITHER BUYER NOR SELLER WILL BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER. NO ACTION, REGARDLESS OF FORM,



A DIVISION OF PEMBERTON FABRICATORS INC.

ARISING OUT OF THE TRANSACTIONS OF THE AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

THE BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES AVAILABLE TO THE BUYER AT LAW, IN CONTRACT, IN TORT, IN STATUTE OR IN EQUITY OR IN ANY OTHER THEORY OF LAWS.

INSURANCE: Buyer represents that they have a program of Insurance which adequately protects their interest, and that of their employees and agents, including damage to plant, property and equipment, personal injury of any kind, directly or indirectly related in any way to the equipment, service, repair or parts supplied by Seller. Accordingly, Buyer waives any claim against Seller for the foregoing, and on behalf of its Insurance Company, any right of subrogation in connection therewith.

TITLE AND RISK OF LOSS. Except as to Software (for which title shall not pass; the use therefore being subject to license as otherwise defined herein), title to equipment shall remain in Seller until fully paid. Notwithstanding delivery terms or payment of transportation charges and expenses, risk of loss or damage passes to Buyer upon delivery to carrier.

U.S. EXPORT CONTROLS: Seller and Buyer agree to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control, including the requirement for obtaining any Export License or agreement, if applicable. Without limiting the foregoing, Seller and Buyer agree that they will not transfer any export-controlled information, data, or services to each other or another party (including transfer from or to foreign persons employed by, associated with, or under contract to that party or its affiliated companies), without the authority of an Export License, agreement, or applicable exemption or exception.

Business Practice. Buyer and Seller shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations. Specifically, Buyer and Seller warrant that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, or authorize to give, any payments, gifts, property, or thing of value, directly or indirectly, to any person, official, employee or representative of any government or agency or instrumentality thereof, or to any employee, agent, or representative of the other Party, for the purpose of securing any business or influencing such person with respect to the terms, conditions, or performance of any contract, including this order. If Buyer breaches the terms of this section, Seller may immediately terminate this order without any liability.

FORCE MAJEURE: If the performance of any part of this contract by Seller is rendered commercially impracticable by reason of any strike, fire, flood, accident, or any other contingency, the non-occurrence of which was a basic assumption of this contract including war, embargo, government regulation, or any unforeseen shutdown of major supply sources or other like causes beyond the control of Seller such as cannot be circumvented by reasonable diligence and without unusual expense, Seller shall be excused from such performance in whole or in part to the extent that it is prevented and for as long a period of time as these conditions render Seller's performance commercially impractical.



A DIVISION OF PEMBERTON FABRICATORS INC.

LAW: This Agreement shall be governed by the laws of the State of New Jersey USA, with venue exclusively in the US District Court of New Jersey or the New Jersey State Courts in Burlington County, New Jersey. Seller and Buyer specifically accept INCOTERMS 2010 for the purchase of goods and services between the Parties. The Convention for the International Sale of Goods (CISG) is expressly rejected.

SEVERABLE AND INDEPENDENT PROVISION: WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH, FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. ALL SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS OF THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Payment may be made via Check, Money Order or Bank

Wire:

Wire Info: Account Name = Pemberton Fabricators

PNC Bank

ABA #031000053

1600 Market St.

Acct #86-13542263

Philadelphia, PA 19103

Swift #PNCCUS33

+215-585-6801 Tele

***US Dollar Account**