

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

November 14, 2017

November 21, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Glenn A. Iannaccone, Historical Commission

APPOINTMENTS:

James P. Frayer, Board of Estimate and Taxation

Troy K. Jellerette, Board of Estimate and Taxation

Artie Kassimis, Board of Estimate and Taxation

REAPPOINTMENTS:

Edwin Camacho, Board of Estimate and Taxation

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Approve proposed City of Norwalk's Freedom of Information Indigency Policy.

VII. COMMON COUNCIL COMMITTEES

A. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Resolved, that Harry W. Rilling, Mayor of the City of Norwalk be and hereby authorized to execute on behalf of this municipal corporation a Personal Services Agreement with the State of Connecticut for financial assistance to complete improvements to Mil Hill Historic Park, Project CPAP 2016-10.
- 1b. Resolved, that Harry W. Rilling, Mayor, is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

B. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to sign the City of Norwalk's- Emergency Medical Services plan as required by the State Department of Public Health (CGS 10a-181-b). This plan will be in effect from 2017- 2022 and reviewed and updated annually by Fire, Police and EMS representatives.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the City of Stamford for the purpose of providing special supplemental nutrition services in accordance with the Connecticut WIC Program Plan for the contract period October 1, 2017 through December 31, 2017.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement WIC Program services for the period October 1, 2017 through December 31, 2017.

C. PUBLIC WORKS COMMITTEE

1. Approve the naming of the City Hall Drive as "Honorable Frank J. Esposito Way" in memory of Mayor Frank J. Esposito. Set a Public Hearing on February 6, 2018 at 7:00 P.M. in Room 225, Norwalk City Hall.
2. Authorize the retention of Susan Prosi Johnson as Program Manager representing the City of Norwalk for the Walk Bridge Project, reporting to the Mayor's Office, in accordance with letter dated November 30, 2017.

Account No. 01 30 40 5258

- 3a. Authorize the Mayor, Harry W. Rilling, to execute a 1st amendment to the June 5, 2017 contract with Tighe and Bond, Inc., to provide professional engineering services relative to investigating deficiencies and options for the portion of the Norwalk Levee located south of the Perry Avenue Bridge, adjacent to the Norwalk River to add an amount not to exceed \$20,000 for a regulatory inspection of the Rowayton Pond Dam.

Account No. 09 14 4027 5777 C0440

- 3b. Rescind: COMMON COUNCIL ACTION OF MAY 9, 2017, ITEM VII, C.1 WHICH AUTHORIZED THE FOLLOWING: "1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH TIGHE & BOND FOR ITS ENGINEERING SERVICES FOR THE ROWAYTON POND DAM PROJECT, FOR A SUM NOT TO EXCEED \$20,000.00 ACCOUNT NO: 09 14 4027 5777 C0440".

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to accept the Assistance Agreement by and between the State of Connecticut Acting by the Connecticut Port Authority and the City of Norwalk, for the Floating Dock Replacement Capital Project Account #0918-6030-5777-C0367, at Veterans Memorial Park, Seaview Avenue, Norwalk CT. The Assistance Agreement is in the amount of \$908,250.000.

E. PERSONNEL COMMITTEE

1. Approve appointment of Department of Health Director.
2. Approve establishment of new position – Communications Manager (Ordinance Position).

F. PLANNING COMMITTEE

1. Approve the amended language in the PY44 NOFA.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

BOARD OF ESTIMATE AND TAXATION

M/C

Nwlk. Charter 1-288

JAMES P. FRAYER (D)

Term Expires 11/30/2021

24 Wilson Avenue
Norwalk, CT 06853

TROY K. JELLERETTE (D)

Term Expires 11/30/2021

25 Ellen Street
Norwalk, CT 06851

ARTIE KASSIMIS (R)

Term Expires 11/30/2019
Replaces Laoise King

80 Walter Avenue
Norwalk, CT 06851

REAPPOINTMENTS

BOARD OF ESTIMATE AND TAXATION

M/C

Nwlk. Charter 1-288

EDWIN CAMACHO (D)

Term Expires 11/30/2021

29 South Main Street
Norwalk, CT 06854

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

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:42 p. m. and led the assembly in the Pledge of Allegiance.

City Clerk King read the notice that this meeting is being videotaped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

City Clerk King called the roll. The following Council Members were present:

Council at Large	Mr. Richard Bonenfant	Mr. Michael Corsello
	Mr. Douglas Hempstead	Mr. Bruce Kimmel
	Mr. Nick Sacchinelli	
District A:	Ms. Eloisa Melendez	Mr. Steve Serasis
District B:	Mr. Travis Simms	
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Mr. Michael DePalma	Ms. Shannon O'Toole Giandurco
District E:	Mr. John Ignieri, Council President	Mr. Tom Livingston

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk
The meeting began with 14 present. Absent: Ms. Phaedrel Bowman

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 24, 2017

**** MR. IGNIRI MOVED TO APPROVE THE OCTOBER 24, 2017 REGULAR MEETING MINUTES AS SUBMITTED.**

**** THE MOTION PASSED UNANIMOUSLY.**

II. PUBLIC PARTICIPATION

No member of the public came forward.

IV. MAYOR

a. Resignations and Appointments

No items were brought forward.

Mayor's Remarks

Mayor Rilling congratulated the Norwalk High School Band for being named the best in the country at the U. S. Bands National Championships at Met Life Stadium on Saturday. He stated that the band won the championship while competing with dozens of other schools from across the country.

Mayor Rilling stated that this is the last Council Meeting of this Legislative term. He thanked all of the Council Members for their hard work and dedication to the City of Norwalk.

V. COUNCIL PRESIDENT

A. General Business

Mr. Igneri thanked all of the Council Members for their hard work. He presented honorary plaques to all of the outgoing members of the Council.

B. Consent Calendar

Mr. Igneri asked Ms. O'Toole Giandurco to present the Consent Calendar.

**** MS. O'TOOLE GIANDURCO MOVED THE CONSENT CALENDAR AS FOLLOWS:**

VI. A.1

VVI. A.1, A.2 B.2, B.3, B.4, B.5, B.6a. B.6b, C.1, C.2, C.3, C.4, C.5 D.1, D.2, D.3, D.4

VI. REPORTS: DEPARTMENTS, BOARDS, AND COMMISSIONS

A. Corporation Counsel

1. Authorization to Settle Claim: Eddy Florestant v. Michael John Pugliese

VII. COMMON COUNCIL COMMITTEES

A. Ordinance Committee

1. Approve proposed revisions to the Solicitor ordinance Chapter 77-15 through 77-26.

2. Approve proposed revisions to the Solicitor forms/applications.

Both of these items are as amended at the meeting that took place earlier this evening.

Effective date of the ordinance is January 1, 2018.

B. Land Use and Building Management Committee

2. Authorize the Mayor, Harry W. Rilling, to execute an amendment to the on-call architectural services agreement with Silver Petrucelli Associates relating to the School Facilities Improvement Plan to increase the contract amount by \$14,861.00.
Account Number 09075010 5777 C0585

3. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Newfield Construction, Inc. as the Construction Manager (CM) for the Ponus Ridge School (new PK-8 STEM School) renovation and addition project. Terms of the agreement shall include the following:

Preconstruction Phase Services (including reimbursable allowance)	\$102,000
CM Fees (% of total trade bids)	1.20%
CM Contingency (% of total trade bids)	1.5%

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval. Account No. 09185010 5777 C0608

4. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Downes Construction Company, LLC as the Construction Manager (CM) for the construction of the new South Norwalk School project. Terms of the agreement shall include the following:

Preconstruction Phase Services (including reimbursable allowance)	\$110,000
CM Fees (% of total trade bids)	1.55%
CM Contingency (% of total trade bids)	3%

Following bidding process, final contract price (GMP) will be submitted to the Common Council for approval. Account No. 09185010 5777 C0607

5. Authorize the Office of Building Management to issue change orders on Herbert Recovery Systems LLC's contract for contaminated soil removal at Oak Hills Park for an additional allowance not to exceed \$16,000. Account No. 09151340-5799-C0558

6a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Norwalk Glass Company, Inc. for the installation of replacement windows at NECC/Roosevelt Center for a total not to exceed \$72,042.00. Account No. 09165010 5777 C0555

6b. Authorize the Office of Building Management to issue change orders on Contract for a total not to exceed \$7,204.00.

C. Personnel Committee

1. Approve tentative agreement between City and NASA.
2. Approve tentative agreement between City and NMEA.
3. Approve tentative agreement between City and Local 2405.
4. Approve tentative agreement between City and Grants.

5. Approve Ordinance 7/1/17 annual pay adjustments.

D. Public Works Committee

1. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with PJF Construction Corp. for State Project #102-319 Rehabilitation of Perry Avenue Bridge over Norwalk River, for a sum not to exceed \$360,000.00.

Account No. 09 09 4021 5777 C0392
09 17 4021 5777 C0392
09 18 4021 5777 C0392

2. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Deering Construction Co. Inc. for Project RD2016-1 Concrete Curbs and Sidewalks at Various Location, for a sum not to exceed \$34,280.00 Account No. 09 18 4021 5777 C0318

Consent to add to the agenda:

3. Authorize the purchase of a 2016 Ford transit connect survey van.

Consent to add to the agenda:

4. Authorize the purchase of a 2018 Ford Explorer.

**** THE MOTION TO APPROVE THE CONSENT CALENDAR PASSED UNANIMOUSLY.**

VII. B. Land Use and Building Management Committee

1. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the Amended and Restated Lease Agreement with the Maritime Aquarium At Norwalk, Inc., dated December 4, 2014, in order to address the impact of the State's Walk Bridge Project on the Leased Property and to incorporate the Aquarium's proposed improvement plan for the Property.

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH THE MARITIME AQUARIUM AT NORWALK, INC., DATED DECEMBER 4, 2014, IN ORDER TO ADDRESS THE IMPACT OF THE STATE'S WALK BRIDGE PROJECT ON THE LEASED PROPERTY AND TO INCORPORATE THE AQUARIUM'S PROPOSED IMPROVEMENT PLAN FOR THE PROPERTY.**

Mr. Livingston stated that the State will award compensation for the functional replacement for the building necessitated by the Walk Bridge project. Those funds will go to the Maritime Aquarium as they become available. Funds outside of that will go to the City. Mr. Livingston stated that in the current lease draft, it reads as "may be retained by the landlord."

**** MR. LIVINGSTON MOVED TO AMEND THE RESTATED LEASE AGREEMENT TO READ THAT ANY FUNDS RECEIVED BY THE LANDLORD (THE CITY) IN CONNECTION TO THE WALK BRIDGE PROJECT OTHER THAN FOR FUNCTIONAL REPLACEMENT SHALL BE RETAINED BY THE LANDLORD.**

Mr. Bonenfant stated that the City owns the land and the structures. The City will own any new structures that are built. He stated that the \$35 million debt that the Aquarium had to the City was forgiven and the Aquarium is responsible for the maintenance of the structure and the land. Attorney Diane Beltz-Jacobson confirmed for Mr. Bonenfant that this was correct.

Mr. Bonenfant stated he would like the City to hold onto the money instead of giving it to the Aquarium and hoping for the best. He stated that if funds come up short, the City will have to pay.

Atty. Coppola stated that he has recommended that the City not act as a pass-through. He stated that CT DOT would like to give us \$20 million and have us pay for the replacement. We would then have to spend about \$40 million on the project. By having the State give the funds to the Aquarium, we have a swing in our favor of \$20 million.

**** THE MOTION AS AMENDED PASSED WITH 13 VOTES IN FAVOR AND ONE IN OPPOSITION (MR. BONENFANT).**

Mr. Igneri presented the item added to the agenda:

D. Public Works Committee

**** MR. IGNERI MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CROWLEY FORD LLC FOR THE PURCHASE OF ONE 2018 FORD EXPLORER FOR THE SUM NOT TO EXCEED \$30,806.64 AND AUTHORIZE THE PURCHASE OF A NEW 2016 FORD TRANSIT CONNECT SURVEY VAN FOR AN AMOUNT NOT TO EXCEED \$23,346.27.**

**** THE MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL

No items were brought forward.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

No items were brought forward.

X. SUSPENSION OF RULES

No items were brought forward.

XI. ADJOURNMENT

**** MS. MAGGIO MOVED TO ADJOURN.**
**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:11 p. m.

Respectfully submitted,

Tom Blaney
Telesco Secretarial Services

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

SWEARING IN OF 2015-2017 COMMON COUNCIL MEMBERS

Mayor Rilling administered the oath of office individually to the following Common Council members:

Greg Burnett
Michael Corsello
Nick Sacchinelli
Barbara Smyth
Doug Stern
Eloisa Melendez
Chris Yerinides
Phaedrel Bowman
Travis Simms
John Kydes
Beth Siegelbaum
Doug Hempstead
George Tsiranides
John Igneri
Thomas Livingston

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:40 p. m. and led the assembly in the Pledge of Allegiance.

City Clerk King read the notice that this meeting is being videotaped and audio recorded for public broadcast, and assisted listening devices are available.

I. ROLL CALL

City Clerk King called the roll. The following Council Members were present:

Council at Large	Mr. Greg Burnett Mr. Nick Sacchinelli Mr. Doug Stern	Mr. Michael Corsello Ms. Barbara Smyth
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Beth Siegelbaum

District D:	Mr. Doug Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

Mayor Harry Rilling, Donna King, City Clerk. The meeting began with 15 present.

II. ACCEPTANCE OF MINUTES

No minutes were brought forward.

III. PUBLIC PARTICIPATION

No member of the public came forward.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. Appointment of Corporation Counsel

Mayor Rilling put forward the name of Mario Coppola.

**** MR. KYDES NOMINATED MARIO COPPOLA FOR CORPORATION COUNSEL.
** THE MOTION PASSED UNANIMOUSLY.**

2. Appointment of City Clerk

Mayor Rilling put forward the name of Donna King.

**** MR. BURNETT NOMINATED MS. DONNA KING FOR CITY CLERK.
** THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling administered the oath of office to Ms. King.

B. MAYOR'S REMARKS

Mayor Rilling thanked all of the newly elected and re-elected council members. He looks forward to a good two years ahead of us. We all take our responsibilities seriously and work toward making the best decisions for all people and what is right for our community.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

1. Election of Council President

**** MR. IGNERI NOMINATED JOHN KYDES FOR COUNCIL PRESIDENT.
** THE MOTON PASSED UNANIMOUSLY.**

2. Announcement of Majority Leader

Mr. Kydes announced that Mr. Igneri will be the Majority Leader.

3. Announcement of Minority Leader

Mr. Hempstead announced that he will be the Minority Leader.

4. Appointment of Assistant City Clerk

**** MR. IGNERI NOMINATED IRENE DIXON FOR ASSISTANT CITY CLERK.
** THE MOTION PASSED UNANIMOUSLY.**

Mayor Rilling administered the oath of office to Ms. Dixon.'

5. Appointment of Committees

Mr. Igneri appointed the Common Council Committees as follows:

Finance/Claims

Greg Burnett, Chairman; Phaedrel Bowman; Doug Hempstead; John Igneri; John Kydes; Nick Sacchinelli; Travis Simms

Staff: Frederic Gilden, Comptroller

Land Use & Building Management

Tom Livingston, Chairman; Greg Burnett; Doug Hempstead; Nick Sacchinelli; Beth Siegelbaum; Barbara Smyth; Chris Yerinides

Staff: Alan Lo, Building/Facilities Manager

Personnel

Phaedrel Bowman, Chairwoman; Greg Burnett; Doug Hempstead; Barbara Smyth; Nick Sacchinelli; Beth Siegelbaum; Doug Stern

Staff: Raymond Burney, Director of Personnel

Public Works

John Igneri, Chairman; Michael Corsello; Doug Hempstead; Tom Livingston; Eloisa Melendez; Travis Simms; George Tsiranides

Staff: Bruce Chimento, Director of Department of Public Works

Health, Welfare, & Public Safety

Nick Sacchinelli, Chairman; Doug Hempstead; Eloisa Melendez; Barbara Smyth; Doug Stern; George Tsiranides; Chris Yerinides

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Staff: Irene Dixon, Asst. City Clerk

Ordinance

Eloisa Melendez, Chairwoman; Michael Corsello; Doug Hempstead; Tom Livingston; Beth Siegelbaum;
Doug Stern; Chris Yerinides
Staff: Mario Coppola, Corporation Counsel

Planning

John Kydes, Chairman; Phaedrel Bowman; Doug Hempstead; John Ignieri; Tom Livingston; Eloisa
Melendez; George Tsiranides
Staff: Tim Sheehan, Director of Redevelopment

Recreation, Parks & Cultural Affairs

Michael Corsello, Chairman; Doug Hempstead; John Kydes; Travis Simms; Barbara Smyth; George
Tsiranides; Chris Yerinides
Staff: Ken Hughes, Director of Recreation & Parks

6. Adoption of Council Rules

**** MR. KYDES MOVED THE ADOPTION OF COUNCIL RULES.**

Ms. Bowman asked if we looked into creating the position of creating the positions of Deputy Leader
and Deputy Majority Leader. Mayor Rilling stated that Atty. Coppola is looking into it. Mayor Rilling
stated he believed that the final decision will be among the Council Members.

**** THE MOTION PASSED UNANIMOUSLY.**

B. REMARKS

No items were brought forward.

ADJOURNMENT

**** MS. MELENDEZ MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 8:01 p. m.

Respectfully submitted,

Tom Blaney
Telesco Secretarial Services

JAMES P. FRAYER

74 Wilson Ave
Rowayton, CT 06853
Home 203 853 1097
Cell 203 979 2807
jpfrayer@sbcglobal.net

D

Distnt E

2015 – Present – Retired

Part time consulting on Financial Performance, Part time Lecturer on boating safety.

2007 – September, 2015: Citigroup - Senior Vice President

Responsible for managing the allocation of a global \$8.0 billion budget of shared services expense to internal Citigroup businesses globally. Managed monthly performance analyses, quarterly forecasts, and presentation of results to senior management of the Bank.

Accomplishments:

- Expanded the scope of monthly reporting to include lower level business units providing greater transparency, and granularity. Expanded reporting to businesses by 40% without any increase in headcount.
- Developed a reporting database to facilitate the production of monthly reports that are consistent, uniform, and accurate for all clients. Standardized the use of reporting metrics to include all global regions and introduced product taxonomy to standardize reporting among those regions.
- Implemented “self help” reporting tools for users. These tools provided clients the ability to research their allocations and trends on their own without having to request ad hoc reports. Introduced “Lunch and Learn” sessions with client personnel to orient them to the tools.
- Established monthly reviews with regional management teams to make reporting and reviews more consistent on a global basis.
- Transitioned New York-based team to low cost offshore site and reduced costs by 50%.

2000- 2007: PARSON Consulting – Engagement Manager

Responsible for project scoping, staffing, pricing, and delivery.

Accomplishments:

- Citigroup TI – Analyzed allocation charges, methodology, and benchmarks to compare against best in class. Identified \$128.0 mm in cost opportunities
- \$2 Billion Directory Media Company – Led the reorganization of the financial function, assisted in hiring a new VP Controller, and initiate regular meetings with the Board to review progress. The transformation resulted in a 30% reduction in FTE expense.
- \$17.3 Billion International Food Service Company – assessed the close process and reported to the CFO the process improvements that would cut

four days off the close cycle which resulted in more accurate and timely reporting. Working with the Business unit management demonstrated how to reduce staff costs by 10%.

- **\$350 Billion Pension Management Company**
 - Led a team of consultants in automating controls and implementing a software package to perform these controls, reducing reconciliation time by 60%.
 - Managed a team of consultants in documenting the processes and controls in a new operating platform being implemented company wide. Identified key control needs and managed the implementation on time and underbudget.
- **\$15 Billion Electronics and Aerospace Company – Redesigned intercompany accounting process which eliminated an unreconciled variance of \$60mm per month.**
- **\$25 Billion Healthcare Company**
 - Led a team of eleven consultants in a Sarbanes Oxley 404 Compliance engagement for the Southern California region.
 - Developed a remediation plan and implemented changes to improve both operations and controls. Aggressively managed the project to deliver under budget and saving the client \$250,000.
- **Global Reinsurance Company – Analyzed the current projection process, conducted two day seminar, and identified process improvements with applicable timeline. Identified opportunities to the client of \$1.0mm.**

1997-2000 CASSINI PARFUMS, LTD. – Vice President

Responsible for marketing, production, sales, administration, and finance.

Accomplishments:

- Developed sales forecasts and P&L projections, implemented production plans and instituted inventory controls resulting in doubling sales in one year.
- Developed marketing strategies, implemented new promotional spending and advertising programs (approximately \$2 million/year), and led the launch of a new fragrance.
- Restructured and supervised the sales force (two VP's and six regional managers) and made presentations to all major accounts.

1987 – 1997 COASTAL MANAGEMENT CORPORATION – President

Consultant to the marine industry

Accomplishments:

- Prepared and presented business plans, feasibility studies and financing proposals for developers resulting in completed projects in excess of \$25 million.
- Prepared project proposals and detailed budgets for a marine construction company.

- Operated a large waterfront facility; designed and supervised capital improvements including new hauling facilities, docks, and electric and water utilities.

1976 – 1987: CHESEBROUGH – POND’S INC.

Assistant Controller, Ragu Foods:

- Managed a staff of 40 professionals in the areas of financial planning, sales and marketing analysis, budgets, and financial operations.
- Presented financial results to the Management Committee of the Corporation.
- Identified potential acquisition team, and formulated purchase strategies.

Director, Domestic and EDP Auditing:

- Supervised domestic audit and worldwide computer audit function for the Corporation
- Prepared the annual Audit Plan and presented it to the Audit Committee of the Board of Directors.
- Developed the “Audit Priority Model” which evaluated risk and exposure in formulating the annual audit plan. The model was published in several journals and presented to professional organizations.

Manager, EDP Auditing:

- Developed the Corporation’s first computer audit function..

OTHER ACCOMPLISHMENTS:

- Director/Treasurer Board of Hill Top Homes, Rowayton
- Trustee, Rowayton Library
- Save The Sound Foundation
- Audit Committee of the 6th Taxing District, Rowayton, CT
- Treasurer, Rowayton Civic Association
- Founder Rowayton Yacht Club
- Western Long Island Sound Advisory Council

EDUCATION:

- BBA, Economics – St. John’s University, New York

MILITARY:

- U.S. Navy Reserve – Honorable Discharge

(D)

Troy K. Jellierette
25 Ellen Street
Norwalk, Connecticut 06851
203 845 9026- Home
203 209 8575- Cell

District D

KEY BANK N.A.
Norwalk, Ct 06854
203 854 3463

March 2012-Present

SENIOR RELATIONSHIP MANGER/BANKER

Responsible for managing and growing portfolio focused on Middle Market Companies located in the State of Connecticut. Specialize in risk management, corporate finance and marketing. Work with product partners that include treasury services, corporate finance, trade finance, insurance and foreign exchange. Originally joined First Niagara Bank- which was acquired by Key Bank in August 2016.

JP MORGAN CHASE N.A.
Shelton, Ct.

Feb. 1988- March 2012

RELATIONSHIP MANAGER/BANKER

Responsible for managing and building customer portfolio for middle market companies located in the State of Connecticut. Focused on credit risk assessment, marketing and worked with product partners that included private banking, corporate finance, trade finance, treasury services and foreign exchange. In addition I held management role as Team Leader in Chase Small Business from 1991- 96 in NYC.

CITIBANK N.A.
New York, New York

Nov. 1984- Feb. 1988

RELATIONSHIP MANAGER/SMALL BUSINESS

Responsible for managing and growing a portfolio which was dedicated to midtown Manhattan. Specialized in traditional loan products, as well as treasury management and trade finance.

COMMERCIAL LENDING CREDIT PROGRAM

March 1985-Nov 1985

Successfully completed the commercial credit training program. The course curriculum included extensive credit analysis for commercial clients, risk assessment and financial and managerial accounting.

BABSON COLLEGE
Wellesley, Massachusetts

Sept 1979- May 1983

Received Bachelor of Science Degree in Finance and Investments and Communication in May 1983.
Served as president of fraternity which owned and operated a student business on campus.

INTERESTS:

Married with two children. Former member of the Board of Directors of the Norwalk Education Foundation from 1999-2001, Former member of the Norwalk Parking Authority, Former mentor in the Chase Inroads program from 1995-2012. Enjoy all sports.

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

(R)

District C

Purdue Pharma, LLP
Stamford, CT

November 1997 - June 2005

Assistant Director, Sales Technology and Support

Department head for the Information Technology Group – Sales Dept. Provided technical leadership, guidance and support to the company sales force of over 1000 users.

- Managed all assets, help desk, break/fix, rollouts, Software/hardware implementations and training.
- Developed reporting systems to effectively track all processes.
- Create policy for the sales force computing platform.
- Manage and maintain day to day operations for all Sales Force computing systems.
- Project Manager for all software and hardware rollouts to the Sales Force.
 - Developed implementation plan that detailed all tasks, critical paths and required resources.
 - Conducted post implementation meetings to ensure that all objectives were met
- Developed reporting systems to effectively track help desk calls.
- Responsible for hiring, training and yearly performance appraisals for my group.
- Responsibilities included: Determine and track yearly budget; Management of all technical assets worth \$10 million (computers, printers, network equip, cell phones, projectors, etc);
- Directed contract negotiations with various vendors; including DELL, Microsoft, CompuServe, etc...
- Received a Special Achievement award for saving the company over \$80,000 a year by identifying inefficiencies in technology.
- Was a Premier Customer Liaison with Dell Computers. Attended ongoing meetings with Dell technical architects to create the next generation of laptops.
- ITIL Certified; Windows 95, NT & 2000 Certified; A+ Certified; Dell Certified.

Purdue Frederick

Computer Consultant

February 1995 – November 1997

- Managed all Help Desk functions at Norwalk HQ
- Trained all Totowa, NJ employees in Microsoft Office
- Developed Purdue Intranet Site

Self-employed

Computer Consultant

June 1990 – November 1997

United States Postal Service

Supervisor, MIS

White Plains, NY

August 1982 – August 1990

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Education

Life Christian University, Master of Arts, Theology
June 2006

Rhema Bible Training Center, Ministerial Degree
May 1992

Iona College, Associates in Computer Science
June 1982

Certifications

Certified Public Speaker, Coach, and Trainer – August 2017

ITIL Certified – December 2003

DELL Certified – June 2000

Windows 95, NT & 2000 Certified

Ordained Minister, 1992 – w/Rhema Ministerial Association International, Tulsa OK.

Miscellaneous

Commission on Judicial Compensation – Appointed by Senator Bob Duff, January 2017

Norwalk Police Chaplain – Appointed by Mayor Rilling, September 2015

Norwalk Library Board of Trustees – Appointed by Mayor Moccia, January 2010

Treasurer for the Norwalk Association of Evangelicals; 2000-2007

Missions Trips - Lead yearly groups to Guatemala, Honduras, Haiti and the Philippines

Conducted "Town Hall" meetings, with City officials and other State officials to combat teen violence in Norwalk.

References available upon request

Artie Kassimis
80 Walter Avenue
Norwalk, CT 06851
(203) 981-4402 cell
akassimis@hotmail.com

Experience:

Norwalk Board of Education
May 2011 – November 2017

Vice Chairman

Elected as Vice Chairman for 4 terms (2011-2014) with the following accomplishments:

- Successfully fulfilled the position in support to the Chairman.
- Chairman, Curriculum & Instruction Committee (2015-2017)
- Chairman, Facilities Committee (2014-2015)
- Created the position of Athletics Liaison to support and improve our Athletics Dept.
- Created new policies that allowed the Athletics Dept to generate revenue.
- Successfully implemented a new Driver's Ed program in both High Schools.
- School Safety Committee
- Committees:
 - Executive Committee
 - Athletics Liaison
 - Policy Committee
 - School Safety Committee
 - Norwalk Facilities Construction Commissioner

Word Alive Bible Church
Norwalk, CT
January 1995 – Present

Sr. Pastor

- Spiritual leader for over 450 members. Prepare and conduct weekly sermons and bible studies. Communicate and teach on a weekly basis various concepts and themes on spiritual growth.
- Manage and plan yearly revenue and expenses. Present goals and vision of the church, on an annual basis, to the Board of Advisors.
- Responsible for the hiring, development and termination of assistant pastors and teachers.
- Organize church activities including community outreach programs and teenage activity center.
- Conduct leadership seminars and have trained over 500 Pastors.

(D)

District A

EDWIN CAMACHO, ESQ.
29 SOUTH MAIN STREET
NORWALK, CT 06854
203-810-4142

Edwin Camacho maintains his principal office for the practice of law in Norwalk, CT. Early in his career, Attorney Camacho was staff counsel with the Puerto Rican Legal Defense and Education Fund, Inc., a civil rights litigation firm in New York City and Phoenix Legal Services, Phoenix, AZ. Thereafter, he served as Senior Counsel, and later Administrative Judge for the New York State Division of Parole, in Albany, NY. He's served as the managing partner of Hunter & Associates, an insurance defense firm in New York City. Most recently, from 2003 to 2007, he practiced with Ventura, Ribeiro & Smith, a plaintiff's personal injury firm in Danbury, CT, for whom he continues to serve as Of Counsel. Camacho's litigation and trial experience includes personal injury and medical malpractice litigation, commercial litigation, criminal defense and appellate practice.

Bar Admissions:

New York, 1984
Connecticut
U.S. District Court Southern District of New York
U.S. District Court Eastern District of New York
U.S. District Court District of Connecticut

Education:

Indiana University School of Law, Bloomington, Indiana
J.D.

Amherst College, Amherst, Massachusetts
B.A.

Professional Associations and Memberships:

Connecticut Trial Lawyers' Association
Hispanic Bar Association

Past Employment Positions:

Ventura, Ribeiro & Smith, Danbury, CT - Of Counsel

Hunter & Associates, Insurance Defense Firm, New York City - Partner

Puerto Rican Legal Defense and Education Fund, Inc., a Civil Rights Litigation Firm, New York City - Staff Counsel

Phoenix Legal Services, Phoenix, AZ - Staff Counsel

New York State Division of Parole, Albany, NY - Senior Counsel; Administrative Judge.

Languages:

Spanish

INDIGENCY POLICY

W.A

OF THE



CITY OF NORWALK, CONNECTICUT

City of Norwalk

Freedom of Information Indigency Policy

It is the general policy of the City of Norwalk that its public and non-exempt/privileged records shall be open and available for inspection to the general public except as otherwise provided by State and Federal laws.

Accordingly, except as otherwise provided by any federal law or state statute, all records maintained or kept on file by the various boards, committees, departments or agencies of the City of Norwalk, whether or not such records are required by any law or by any rule or regulation, shall be public records and every person shall have the right to (1) inspect such records promptly during regular office or business hours, (2) copy such records in accordance with subsection (g) of section 1-212 of the Connecticut General Statutes, or (3) receive a copy of such records in accordance with section 1-212.

Any person applying in writing shall receive, promptly upon request, a plain, facsimile, electronic or certified copy of any public record. The type of copy provided shall be within the discretion of the public agency, except (1) the agency shall provide a certified copy whenever requested, and (2) if the applicant does not have access to a computer or facsimile machine, the public agency shall not send the applicant an electronic or facsimile copy.

The City of Norwalk shall be entitled to charge a fee for the copying of such requested records. This fee shall be in an amount as provided for by the Freedom of Information Act (the "Act") in CGS Sections 1-211 and 1-212 (including an amount equal

to the hourly salary attributed to all agency employees engaged in providing requested computer-stored public record, including their time performing the formatting or programming functions necessary to provide the copy as requested as provided by the terms of the Act).

Pursuant to the provisions of Connecticut General Statutes Section 1-212(d) the City of Norwalk shall waive the allowed fees when the person requesting the records is an "indigent" person. The 'FOI Act' does not define the term "indigent"¹ nor does it set forth the terms and conditions of any specific 'Indigency Policy'. Instead, it has been left to the local public agencies to develop their own such policies. Accordingly, the City of Norwalk has adopted the following policy as it applies to a person requesting copies of records under the Freedom of Information Act and who seeks to be declared 'indigent' for the purpose of obtaining a waiver of the copy fees. Any person seeking to be declared 'indigent' for these purposes shall be required to fill out and attest under oath to an 'Affidavit of Indigency' upon a form provided by the City.

I. Indigency:

A person shall be deemed to be 'indigent' for the purpose of receiving free copies of public records if they meet the following standard:

A. General Public: A member of the General Public shall be considered to be 'indigent' if such person (1) has total income, after payment of all applicable taxes, of

¹The FOI has recognized the following working definition of the term 'indigent': "*In a general sense, one who is needy and poor, or one who has not sufficient property to furnish him a living nor anyone able to support him to whom he is entitled to look for support. Term commonly used to refer to one's financial ability, and ordinarily indicates one who is destitute of means of comfortable subsistence so as to be in want*" (Black's Law Dictionary, 5th Edition).

equal to or less than the Federal Poverty Level; AND (2) has total assets, real and personal, on hand and available at the time of the application and for the Six (6) months preceding the application of less than Two Thousand, Five Hundred (\$2,500) Dollars.

B. Inmates:

A person who is incarcerated at the time of filing a request for records shall be considered to be 'indigent' if such person has in his or her inmate trust account, or any other known account, an amount that has not equaled or exceeded Five (\$5) Dollars at any time (1) during the Ninety (90) Days immediately preceding the receipt by the City of the request for records and (2) during the days preceding the date on which the request for records is fulfilled (up to a maximum of Ninety (90) days after the date of the request.

II. Affidavit of Indigency:

A person who is applying for a waiver of the copying fees must fill out an 'Affidavit of Indigency' on a form provided by the City Clerk's Office. The Applicant must sign this Affidavit under oath, subject to the fines and penalties for signing a false statement.

Any person who refuses to sign such Affidavit under oath shall forfeit their right to receive the FOI records fee waiver.

In signing this Affidavit the applicant must also aver that the requested records are for his/her own personal use and that the request is not being made in whole or in

part for the benefit or use of a third party. If an Applicant violates this provision he/she shall forfeit their right to apply for free records for a period of Six (6) Months.

III. Limitations:

A limit of Three Hundred (300) Free Pages, or its equivalent value, shall be placed on any request for free records during any Forty Five (45) Day period next preceding the date of the current request.

IV. Administration of Policy:

All Indigency Applications shall be submitted to and processed by the City Clerk's Office with the assistance of the Corporation Counsel's office as may be needed. Final decisions made by the City Clerk's Office may be appealed by the applicant to the Freedom of Information Commission.

This Indigency Policy has been adopted and approved by the Norwalk Common Council on June __, 2017.



VII.A

December 1, 2016

Land Use & Building Management
Common Council, City of Norwalk
125 East Avenue
Norwalk, CT 06850

Dear Committee Members:

The City of Norwalk was awarded an Urban Act grant in the amount of \$625,000 to fund improvements to the Mill Hill Historic Park, specifically along Smith Street around the Barn and the Jail for new retaining walls, parking, sidewalks, and ADA access to both buildings and improvements to the Barn. Originally, the grant was to be administered by the Department of Economic and Community Development (DECD), and as such, the Council passed a resolution authorizing the mayor to execute agreements with the State on the City's behalf at the Council Meeting on June 14, 2016.

The Department of Energy and Environmental Protection (DEEP) is taking over administration of the grant and has provided new contracts that supplant the DECD contracts, which were not fully executed.

We are requesting that the Land Use Committee approve and refer to the full council:

Resolution

Resolved, that Harry W. Rilling, Mayor of the City of Norwalk be and hereby is authorized to execute on behalf of this municipal corporation a Personal Services Agreement with the State of Connecticut for financial assistance to complete improvements to Mil Hill Historic Park, Project CPAP 2016-10.

In addition, that Harry W. Rilling, Mayor is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

Sincerely yours,

David G. Westmoreland
Chairman

Attachment



Connecticut Department of

**ENERGY &
ENVIRONMENTAL
PROTECTION**

OFFICE OF THE MAYOR
CITY CLERK

October 24, 2017

OCT 30 2017

RECEIVED

The Honorable Harry W. Rilling
Mayor, City of Norwalk
City Hall
125 East Avenue
Norwalk, Connecticut 06851

RE: Mill Hill Historic Park CPAP 2016-10

Dear Mayor Rilling,

At a meeting of the Connecticut Bond Commission, the above referenced project received funding approval under a Public Act authority. The amount of this grant totals \$825,000.00. In order for the City of Norwalk to access the grant funds for this project the enclosed Personal Services Agreements (PSA) need to be executed.

Please follow and include all requested documentation as described below.

- > The CEO must sign and date two copies of the Personal Services Agreement.
- > A municipal resolution (one for each), with the municipal seal, authorizing the Chief Executive Officer to enter into the agreement needs to be attached to each agreement. The Town/City Clerk must certify this resolution, it must have, **clerk's signature, current date and municipal seal**. The format enclosed incorporates a Certificate of Incumbency, which is also needed.
- > The enclosed Contract Compliance Assurance forms must be completed. The Town/City, as contractor, must fill out or be on the Contract Compliance Vendor's list in order to for the State of Connecticut to process the agreement and reimbursement.
- > Please return all required documents to: Dave Stygar; Department of Energy and Environmental Protection; Land Management; 79 Elm Street; Hartford, CT 06106-5127.

The Department of Energy and Environmental Protection will reimburse the Town through an Automated Clearing House (ACH) account that should be established with the Connecticut Office of the State Comptrollers (OSC). If not, accompanying this PSA is a form that will assist you in setting up an Electronic Fund Transfer ACH(EFT) account. Should you have and questions please feel free to visit the OSC website osc.apdvt@ct.gov or call 860.702.3409.

Should you have any questions, please feel free to contact me at 424-3081.

Sincerely,

David O. Stygar
Environmental Analyst

DOS:ds
Enclosures

79 Elm Street, Hartford, CT 06106-5127
www.ct.gov/deep
Affirmative Action/Equal Opportunity Employer



Norwalk Fire Department
Office of Emergency Management
121 Connecticut Ave. Norwalk, CT 06854
203-854-0238

VII.B.1

December 5, 2017

To: Common Council Members
From: Norwalk Fire Dept- Office of Emergency Management
Re: Local Emergency Medical Services (EMS) Plan

The local Emergency Medical Services plan provides a comprehensive Emergency Medical Services (EMS) plan that communicates information regarding all aspects of the local EMS system to all stakeholders. Stakeholders involved in the update of this plan included representatives from Norwalk Fire and Police Departments, Combined Dispatch Center, and Emergency Management.

This plan provides a comprehensive overview of all facets of the local EMS system including dispatch, first response, supplemental response, basic, and advanced level care. The short term and long term goals for the entire EMS system are also defined. Copies of local agreements concerning the EMS system, including interagency mutual aid agreements are also included.

This plan contains sensitive information that may not be subject to public disclosure, because its release may create a safety risk to person or property. The information will therefore be maintained on file at Norwalk Hospital, Police and Fire Depts. This information may also be maintained on hand by emergency operations personnel. The information contained in these documents should not otherwise be released without prior consultation with Norwalk EMS and Chiefs of Fire and Police Depts.

This plan complies with the requirements set forth by CGS 10a-181-b by providing an updated comprehensive EMS plan for the City of Norwalk. The above noted statute was extensively updated in 2014 and requires the inclusion of performance criteria for all aspects of the Local EMS system. To that end, local performance standards surrounding patient care quality, safety, and operations have been developed and incorporated. The City and the PSAR will review this plan on an annual basis, making mutually agreeable changes, if necessary, in order to ensure that the visitors and residents in the City of Norwalk continue to receive the highest quality of Emergency Medical Services possible. This plan is effective upon signing by the Mayor of the City of Norwalk, Connecticut. This plan supersedes the previous plan and will be in effect from December 2017 through December 2022.

Respectfully Submitted,

Michele DeLuca
Deputy Emergency Management Director
Norwalk Fire Department

VII.B.2a46

City of Stamford
#2013-0053-4 / WIC
10/01/12 - 12/31/17



State of Connecticut
Department of Public Health
Contract Amendment

Contract No.: #2013-0053

Amendment No.: #2013-0053-4

Term of Contract: 10/01/2012 - 12/31/2017

The Contract between the City of Stamford (the Contractor) and the Department of Public Health (the Department) which was executed by the parties on December 11, 2012 and subsequently amended on August 28, 2013, July 22, 2014 and February 4, 2015 is hereby further amended as follows:

1. The term of this Contract is extended for an additional 92 days and the end date of the Contract is changed from September 30, 2017 to December 31, 2017.
2. Funding in the amount of \$229,826 is added by this Amendment for Funding Period Six; October 1, 2017 to December 31, 2017.
3. The funding for Funding Period One remains unchanged at \$752,907. The funding for Funding Period Two remains unchanged at \$892,534. The funding for Funding Period Three remains unchanged at \$892,534. The funding for Funding Period Four remains unchanged at \$892,534. The funding for Funding Period Five remains unchanged at \$892,534. The funding for newly added Funding Period Six is \$229,826. Funds provided by this Amendment will be used to continue existing contracted services. Funds provided under this Amendment will be distributed to the various line item as outlined in the amended budget on pages 2 and 3 of this Amendment. The total amount payable under this Contract, as hereby amended, is increased from \$4,323,043 and shall not exceed \$4,552,869.
4. The following report schedule for Funding Period Six is added to Section 4.m. of the previously amended Contract:

Funding Period Six: 10/01/2017 to 12/31/2017

REPORTING PERIOD	REPORTS DUE BY
10/01/2017 to 10/31/2017	11/20/2017
11/01/2017 to 11/30/2017	12/20/2017
12/01/2017 to 12/31/2017	02/15/2018

5. All provisions of this Contract, as hereby and previously amended, except those provisions specifically changed by this or prior amendments shall remain in full force and effect.
6. Amended Section B – Budget:

The remainder of this page is left blank intentionally

Budget Summary

Budget Period: October 1, 2017 – December 31, 2017

Program:		Women, Infants & Children			
Funding Period Start/End:		10/1/2017	10/1/2017	12/31/2017	12/31/2017
Fund:		20892			
LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION/EDUCATION	WIC SERVICES (BREASTFEEDING)	Total
	25%	25%	25%	25%	100%
1) SALARIES & WAGES	\$29,209.00	\$29,209.00	\$29,209.00	\$29,209.00	\$116,836.00
2) FRINGE BENEFITS	\$13,621.00	\$13,621.00	\$13,621.00	\$13,621.00	\$54,484.00
3) SUBCONTRACTOR SERVICES	\$14,626.50	\$14,626.50	\$14,626.50	\$14,626.50	\$58,606.00
4) CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5) SPACE RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6) SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7) POSTAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8) TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9) PRINTING AND REPRODUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10) TRAVEL: IN STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11) TRAVEL: OUT OF STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12) OTHER COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total WIC Grant		\$57,457	\$57,457	\$57,457	\$229,826

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Program:		Women, Infants & Children			
Funding Period Start/End:		10/1/2017	TO	12/31/2017	
Fund:		20892			
LINE ITEM	ADMIN	CLIENT SERVICES	NUTRITION EDUCATION	PERMANENT BREASTFEEDING SUPPORT	Total
	25%	25%	25%	25%	100%
1) SALARIES & WAGES	\$9,772.50	\$9,772.50	\$9,772.50	\$9,772.50	\$39,090.00
2) FRINGE BENEFITS	\$4,853.75	\$4,853.75	\$4,853.75	\$4,853.75	\$19,415.00
3) SUBCONTRACTOR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4) CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5) SPACE RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6) SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7) POSTAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8) TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9) PRINTING AND REPRODUCTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10) TRAVEL: IN STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11) TRAVEL: OUT OF STATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12) OTHER COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total WIC Grant		\$14,626	\$14,626	\$14,626	\$58,505

The remainder of this page is left blank intentionally

[] Original Contract: #2013-0053
[X] Amendment # 4
(For Internal Use Only)

The Contractor herein IS NOT a Business Associate under HIPAA:

ACCEPTANCES AND APPROVALS:

By the Contractor:

City of Stamford

Contractor (Corporate/Legal Name of Contractor)

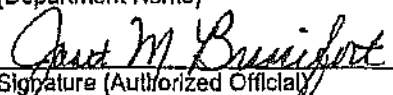
 9/14/17
Signature (Authorized Official) Date

David R. Martin, Mayor

(Typed Name of Authorized Official) (Title)

By the Department:

Department of Public Health
(Department Name)

 9/20/2017
Signature (Authorized Official) Date
Janet M. Brancifort M.P.H. Deputy
~~Raul Pino M.D., M.P.H.~~ Commissioner
(Typed Name of Authorized Official) Title

By the Office of the Attorney General:
(approved as to form)

Assistant / Associate Attorney General Date

Approved as to Form
Corporation Counsel
By 
Date 9-15-17



AGREEMENT AMENDMENT

made this day of 2017, by and between the CITY OF STAMFORD, a municipal corporation in the State of Connecticut, hereafter referred to as "Stamford" acting herein by David R. Martin, its Mayor, hereunto duly authorized, and the CITY OF NORWALK, with a mailing address of 125 East Avenue, Norwalk, CT, 06851, herein referred to as "Norwalk", acting herein by Harry Rilling, its Mayor, hereunto duly authorized,

WITNESSETH:

WHEREAS, Stamford wishes to have Norwalk administer the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); hereinafter "the program", in the municipalities of Norwalk, Westport, Weston and Wilton; and

WHEREAS, the parties wish to set forth herein the terms and conditions under which such services shall be rendered.

WHEREAS, Stamford and the State of Connecticut Department of Public Health ("DPH") have entered into a five-year agreement for federal fiscal years 2012-December 2017 with respect to the provision of services for the Region 10 WIC program, based on the State of Connecticut's Department of Public Health Contract Log Amendment to Contract Agreement #2013-0053-4 (the "Grant Agreement Amendment"); and

WHEREAS, pursuant to the Grant Agreement Amendment, Stamford has been awarded a five-year grant from DPH to provide Region 10 WIC Program Services in accordance with the Connecticut State WIC Plan; and

WHEREAS, Norwalk desires to provide, and Stamford desires to engage Norwalk to provide Region 10 WIC Program Services in accordance with the Connecticut State WIC Program Plan including eligibility determination and certification, food delivery, and nutrition education services in accordance with the Grant Agreement in effect between the cities of Stamford and Norwalk since March 26, 2013.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Stamford and Norwalk do hereby agree as follows:

1a. This Amendment shall be for the term October 1, 2017 through December 31, 2017.

b. The Sixth subcontract period shall run from October 1, 2017 through December 31, 2017, and will be for \$58,505. The budget for the subcontract period shall be as follows:

Line Item	Total
Salaries	\$39,090
Fringe Benefits	\$19,415
Total	\$58,505

This Agreement Amendment period shall run from October 1, 2017 through December 31, 2017. The Funding for Periods One through Five remain unchanged. Funds provided by this Amendment will be used to continue existing contracted services.

c. In the event Stamford does not receive the total annual Grant amount, the amount to be paid to Norwalk and the amount to be retained by Stamford shall be reduced pro rata up to and including a reduction to zero payment should the Grant Agreement Amendment be terminated by the State of Connecticut DPH for any reason.

d. Notwithstanding the foregoing, the parties agree that all funds received by Stamford from DPH must be used for the purpose set forth in the Grant Agreement Amendment as reflected in this Agreement Amendment. To the extent that Norwalk determines that it has not used, or will not use the DPH Grant funds for allowable purposes; Stamford shall have the right to reallocate such funds. In the event that Stamford is required to reimburse DPH any amount paid by DPH under the Grant Agreement Amendment due solely to Norwalk's failure to provide services hereunder in accordance with the Grant Agreement Amendment, Norwalk shall immediately reimburse Stamford for said amount. In the event that Stamford is not paid or is required to reimburse DPH any amount paid by DPH due to Stamford's failure to meet the terms of its agreement with DPH, Norwalk is entitled to and shall be paid in a timely manner for expenses incurred in carrying out the term of the Grant Agreement Amendment between Stamford and Norwalk.

e. Norwalk represents that it has the requisite skill, expertise, judgment, and knowledge necessary to perform the scope of services required under the terms of this Agreement Amendment, including any supplementary work, and Stamford relies upon said representation in signing this Agreement Amendment.

2. This Agreement Amendment shall be governed by the laws of the State of Connecticut.

The remainder of this page intentionally remains blank.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

BY: _____
David R. Martin
Mayor

CITY OF NORWALK

BY: _____
Harry Rilling
Mayor

Approved by:

Karen Cammarota
Karen Cammarota, Grants Officer
City of Stamford

Approved as to form:

Don't Remy
Corporation Counsel
City of Stamford



VII.C

TO: Members of the DPW Committee
FROM: Bruce J. Chimento, PE, Director of Public Works
Date: November 27, 2017
RE: Renaming of City Hall Drive

I have been asked by Chairman Igneri to add the item "Approve the renaming of City Hall Drive as "Mayor Frank J. Esposito Drive". Mayor Esposito has made significant contributions to the City of Norwalk, both as a Councilman and its Mayor.

This is done according to Chapter 95, Article II of the City Code Honorary and Historic Naming so Streets. A copy of the Article is attached.

You must set a Public Hearing for this renaming.

Vote on abandonment.

Within 30 days of the receipt of the reports of the freeholders, the Planning Commission and Zoning Commission and of any appraiser, the Public Works Committee shall approve or disapprove said application, determine any conditions that should attach to said abandonment, authorize the Mayor to execute a quit-claim deed, if necessary, and determine the appropriate consideration for said abandonment. Said conditions may include public easements for utilities or other purposes which may be incorporated in the deed. Such approval or disapproval shall be referred to the Common Council for its approval or disapproval, which shall act upon such referral within 30 days.

Article II: Honorary and Historic Naming of Streets

[Adopted 10-28-2014]

§ 95-37 Purpose.

The purpose of this article is to establish guidelines and formalize procedures when considering the honorary or historic naming or renaming of a City-owned or controlled street or roadway, administered under the responsibility charged to the Public Works Committee of the Common Council.

§ 95-38 Policy and considerations.

If a City street or roadway is to be named in honor of an individual, it is generally required that such individual has made a significant contribution to the community through public service and deeds, and is respected for his or her accomplishments and good conduct. Consideration shall be given to individuals who have made recent accomplishments and contributions as well as individuals with historic ties to the City. An individual shall be deceased at least one year prior to the naming unless the Common Council determines by a two-thirds-majority plus one (11 votes) that a living individual deserves the honor. Groups should not be in a position to influence the process by funding of past or future operations of the street or roadway, and it is ultimately important for the City to avoid any perception of improper manipulation, special favor, vested interest, or endorsement of businesses, products or services.

§ 95-39 Procedure.

Naming of City streets or roadways shall proceed as follows:

- A. The proposed naming of a City street or roadway shall be placed on a Public Works regular meeting agenda for discussion and review. In the event that the street or roadway to be named is located within a City park, the proposed naming shall be placed on the Recreation, Parks and Cultural Affairs agenda for discussion and review.
- B. A public hearing is required prior to forwarding the naming request to the full Common Council for approval. The hearing shall be held at a regular meeting of the Public Works Committee, and the scheduling of said hearing shall have been approved at a previous regular meeting by a majority vote of the Committee.
- C. A two-thirds-majority (10 votes) of the Common Council is required for the approval of all honorary or historic street names, except in the case where a living individual is the honoree in which case a two-thirds-majority plus one (11 votes) is required.

SCOPE OF SERVICES WALK BRIDGE PROGRAM MANAGER

- Act as program manager reporting to the Mayor's Office will:
 - Act as day to day Walk Bridge point of contact with various entities, stakeholders, city staff and various Departments
 - Coordinate the activities of the DAC
 - Assist with the development of city priorities and advocate on behalf of the City
 - Consult on various CTDOT/FHWA/ processes, precedents, and funding sources to support priorities
 - Coordinate various stakeholder groups such as ...SONO businesses and residents and develop cohesive messaging and communication plans
 - Monitor compliance and further define EIE/EA mitigation plans
 - Participate in business mitigation measures
 - Support City engineering with ROW, utility and other issues as needed
 - Participate with the Connecticut Sighting Council on the Eversource High Tower relocation
 - Provide public outreach
- Some immediate needs that the manager has to started on:
 - Inland wetland mitigation plan
 - Business mitigation survey
 - Mapping the organizational structure of the CTDOT project management team to ID key points of contact
 - Catenaries' salvage plan
 - other needs as required

Susan Prosi Johnson
9 Stiles Street □ Stratford, CT 06614
(203) 258-0161 □ spj0161@yahoo.com

November 30, 2017

Ms. Laoise King
Chief of Staff
City of Norwalk
125 East Avenue
Norwalk CT 06856

Subject: Consultant Services for Walk Bridge Program Management

Dear Ms. King,

It was a pleasure to meet with you, Mr. Bruce Chimento and Ms. Lisa Burns to discuss the Walk Bridge program and the City's need for program coordination, communication and advocacy. The objectives are to advance City positions and needs, ensure outreach and consideration of the diverse stakeholders in Norwalk, minimize and mitigate to the maximum extent possible to impacts of Walk bridge projects during and after construction. The complexity of the \$1B Walk bridge program with its construction of five rail bridges over city roads, the Walk bridge, the Danbury dockyard, and the CP243 interlocking is characterized by the CT Department of Transportation (CTDOT) Commissioner as the most complicated construction program in the state. The importance of the Walk Bridge to the northeast rail corridor for Metro-North, Amtrak and freight service cannot be understated. The impacts on Norwalk, the host city, cannot be understated. Walk Bridge program design requires major changes to the Maritime Museum including the I-Max, wharfs, parking, access and site disruption. Disruption to businesses and residents in SoNo and East Norwalk, the City's economy, environment and quality of life will be considerable. Minimizing the negative impacts of the program through construction phases and recovering from the impacts to continue Norwalk's attractiveness for businesses, tourism, and residents are all reasons I submit this proposal as you requested. My attached resume shows that I have extensive positive experience working with municipalities, CTDOT, regions and federal agencies. My project and grant management experience and public engagement, coordination and communication skills will provide the City with the enhanced capability to keep the City's public and private sector interests at the forefront and considered by the state and others who control the Walk Bridge program.

Based on the meeting we had and subsequent discussions, I offer a suggested scope of work as the Norwalk Walk Bridge Program Manager which would report to the Mayor's Office. In this capacity the roles and responsibilities would include:

- The City's point of contact with various entities, stakeholders, and city staff
- Participate in Walk Bridge program meetings as required and follow up on action items
- Advocate for and promote City and stakeholder interests and needs on all facets of the Walk Bridge program
- Public engagement to identify and get input from diverse stakeholders, transmit interest and needs to appropriate entities to resolve problems, and a timely interactive and effective communication program
- With respect to the business community, ensure effective outreach to the business community and coordination with CTDOT and its Business Outreach program with the purpose of to advocating for business and municipal interests as well as monitoring of the mitigation program and implementation of corrective actions as needed
- Coordinate the Mayor's Design Advisory Committee and its interactions with CTDOT
- Support City engineering with right-of-way (ROW) utility and other issues as needed, such as Eversource 115 kV tower relocation the CT Siting Council

- Monitor compliance with the Walk Bridge Environmental Assessment/Section 4(f) Environmental Impact Evaluation and Finding of No Significant Impact (FONSI) dated July 2017, including permitting activities
- Monitor commitments and mitigation plans identified in Memoranda of Agreements (MOAs) and other documents
- Assist in development and advocacy of city priorities

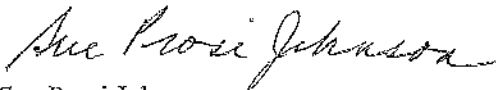
Initial work activities would focus on:

- Priorities established by the Mayor's office in cooperation with stakeholder groups
- CTDOT's draft tidal wetland strategy and mitigation plan in cooperation with Norwalk's environmental planner
- Catenary salvage
- Organizational structure and contacts for CTDOT and the Walk Bridge program, as well as business community contacts and best ways to communicate
- ROW issues and arrangements associated with the Walk Bridge such as the Maritime Museum
- Status of CTDOT's development of a transportation/traffic management plan for the program
- Monitoring of financial and other program commitments that impact Norwalk
- Other activities identified by the City

As discussed, the fee for consulting services would be \$100 per hour for an average of 20 hours per week. Travel expenses and other out of pocket expenses will be my responsibility. Deliverables and reports including a monthly summary report would be provided in the format established by the Mayor's office.

Thank you for consideration of this proposal. I look forward to working with you and others on this essential program.

Sincerely,



Sue Prosi Johnson

Enclosure: resume

Susan Prosi Johnson

9 Stiles Street □ Stratford, CT 06614 □ (203) 258-0161 □ spj0161@yahoo.com

RESUME

PROFILE

- **Transportation planning program and project manager (1976-2016)** with a long record of success as a project manager, regional transportation program planner and coordinator, and public engagement specialist. During tenures with regional planning agencies, I provided: technical assistance to stakeholders; conducted transit, highway, rail parking and safety planning; supervised Title VI/Limited English Proficiency/Environmental Justice assessments and reporting. I was responsible for development of regional transportation plans and programs and contract compliance; and was responsible for coordination and support of transportation policy and technical committees. As the transportation planning program coordinator/manager I was also responsible for development and execution of the Unified Planning Work Program, regional long range transportation plans, the Transportation Improvement Program (TIP) and other program requirements such as annual and quadrennial federal certification review. Strong analytical, budgeting and financial skills supported all facets of the transportation planning and policy programs.

Coordination with state and federal agencies for funding was another important responsibility. Through coordination with these key agencies, discretionary funding was secured for municipal and regional projects and formula funding was fully utilized. For example, in FY2015, WestCOG South Western Region planning studies exceeded \$1.5M; in 2016 CTDOT awarded \$9M in CMAQ funding to three municipalities in addition to various federal discretionary grants and the regional Surface Transportation Program allocation of \$5M. Excluding state projects in excess of \$800M of municipal and regional projects were funded in the 1992 – 2016 time period. Norwalk projects traffic signal, intersection and paving projects were funded as were Norwalk Transit District projects.

Project management was an integral responsibility. For example, in the 2014 – 2016 time period I was project manager for 4 studies valued at \$1.3M. These studies lead to implementation of improvements to roads, bridges, transit capital and operating projects and bicycle and pedestrian projects.

Another responsibility was representation of SWRPA/WestCOG on town, regional, state, New York City metro area boards and commissions, technical committees and studies. Examples include New York Metropolitan Planning Commission technical committees; New York State Bridge Strike Task Force; TRANSCOM technical committee and strategic plan committee; CTDOT Strategic Highway Safety Plan committees, CTDOT Merritt Parkway Advisory Committee; and UCONN Technology Transfer Advisory Committee (through 2010).

- **Emergency management and emergency planning responsibilities and expertise** including creation of Connecticut's first transportation incident management team in 1992 which evolved to the South Western Region Incident Management Team and then the 2006 CT DEMHS Region 1 ESF1 which I chaired until 2016;

CT DEMHS Region 1 Emergency Planning Team member; South Western Region Citizen Corps Coordinator and member of the Statewide Citizen Corps Advisory Council; also development of

regional evacuation plans, and review of state evacuation plans and preparation of R1ESF1 element of the regional emergency strategic plan; and procurement of 26 Variable Message Sign trailers for 13 municipalities.

- **Municipal transportation planning** for the City of Stamford 1984-1990 included traffic impact assessments, project and zoning reviews, grants preparation, administration and implementation, and coordination of parking structures and the bus shelter program, technical assistance to stakeholders, and development of operational and capital budgets.
- **Member of the CT Commuter Rail Council (2010-present as Governor's appointee, also 1985-1989)**
- **Active in Stratford community organizations in Stratford CT, including: Stratford Library Board of Directors; Stratford Medical Reserve Corps (MRC; and, Stratford Community Emergency Response Team (CERT)**

PROFESSIONAL HISTORY SUMMARY

South Western Regional Planning Agency/Western CT Council of Governments 1992 – 2016
Stamford CT:

- Senior Transportation Manager 2015-2016
- Senior Transportation Coordinator 2011-2015
- Senior Transportation Planner 1992-2011

City of Stamford Traffic and Parking Department 1984-1990
Stamford CT: Transportation Planner

Greater Bridgeport Regional Planning Agency 1976-1984
Bridgeport CT: Senior Transportation Planner

EDUCATION AND TRAINING

Masters in Urban Planning – University of Michigan, Ann Arbor Michigan (1975)
BA – University of Wisconsin, Madison Wisconsin (1970)

Transportation and engineering courses and workshops

- National Highway Institute, Transit, UCONN Technology Transfer, I-95 Corridor Coalition

Emergency management courses and workshops

- FEMA, CT DEMHS, TEEs - Texas A&M Emergency Management Program
- CERT (2013)

PROFESSIONAL ORGANIZATIONS

Institute of Transportation Engineers (ITE) Fellow

BOARDS AND COMMUNITY ORGANIZATIONS

CT Commuter Rail Council (2010 – present, 1985-1989)

Stratford Library Board of Directors (2017 - present)

Stratford Medical Reserve Corps (2016 – present)

Stratford Community Emergency Response Team (2013 – present)

N-8140035
June 22, 2016

Mr. Brian Sweeney, PE
Norwalk Engineering Department
Room 225 – Norwalk City Hall
125 East Avenue
Norwalk, CT 06856

Re: **Norwalk River Right Bank
USACOE RI Deficiency Response**

Dear Mr. Sweeney:

As requested, the following proposal provides our scope of services and anticipated level of effort to assist the City of Norwalk in responding to the US Army Corps of Engineers (USACOE) letter of August 24, 2015 that included their May 18, 2015 Routine Inspection (RI). The RI was conducted as part of the USACOE Levee Safety Program and is intended to assure the levee system is capable of performing to its original design during a flood event.

Project Understanding

The Norwalk River Right Bank Flood Damage Reduction (FDR) System was completed by the USACOE in 1955. The Project consists of 1,600 feet of earthen dike embankments along the Norwalk River. The Project drawings indicate the system begins approximately 300 feet downstream of the Perry Avenue Bridge over the Norwalk River and extends northerly 1,300 along the right bank (west) of the Norwalk River above the bridge.

An accreditation certification study was performed by Tighe & Bond in 2011 and the system was accredited by FEMA in an August 3, 2011 Notification of Levee Accreditation letter to the City. This accreditation did not include the 300 feet downstream of the Perry Avenue Bridge as the City considered this section abandoned. The recent RI identified this section as unacceptable and further discussions with Mike Bachand, USACOE, indicated the USACOE still considers this section to be an active part of the flood damage reduction system and cannot be abandoned unless approved by the US Congress.

Our review of the system appraisals and inspections dating back to the 1950's suggest there are significant inconsistencies regarding the limits and consideration of the levee (dike) below the Perry Avenue Bridge.

The Routine Inspection cover letter identified the following additional deficiencies rated as Minimally Acceptable (M):

Retaining Wall Encroachment: The USACOE requested a removal status of the retaining wall built into the landside slope near station 1+75.

Perry Avenue Bridge: The USACOE requested a project update in the next semi-annual report and a complete set of "As-Builts" for the project.

Project Site

The project site begins approximately 300 feet downstream of the Perry Avenue Bridge crossing and continues northerly along the right (west) bank of the Norwalk River approximately 1,600 feet. The focus of this project is the 300 foot portion of the system downstream of the Perry Avenue Bridge.

Scope of Services

Our recent review of the project history suggests a lot of ambiguity surrounding the system below the Perry Avenue Bridge. Tighe & Bond's scope of services includes a comprehensive review of the historic project documentation and development of a plan to address the comments from the UACOE regarding this downstream section of the flood protection system.

1. Initial Due Diligence

As past efforts did not include the area south of the Perry Avenue Bridge, our due diligence efforts will focus on the collection and evaluation of existing data for this area.

- Compile a base plan from the City of Norwalk aerial data, the existing conditions survey prepared by Rocco V. D'Andreas, Inc., and the USACOE design drawings.
- Review the FEMA Flood Insurance Study and the Flood Insurance Rate Map to identify and locate the limits of the one percent flood
- Review the hydraulic model for flood elevations below the Perry Avenue Bridge and correlate to the FEMA data
- Review the Grading Plan for Riverbend Common
- Review the available appraisal, Routine Inspection, and certification reports for the system

The due diligence activities will focus on developing a complete summary of the dike history below the Perry Avenue Bridge including the following:

- Historic Site Uses & Development (Including Riverbend Common)
- Watershed Conditions
- Dike Structure History and Condition
- Environmental Permitting
- Geotechnical
- Right of Way/Private Properties

2. Meetings/Coordination

This scope of services includes an initial kick-off meeting and a second meeting to review and discuss our findings with the City of Norwalk. Through these meetings, we will collect historic data related to the flood damage reduction system, identify the concerns and priorities of the City and abutting properties, and collectively work towards a strategy address the USACOE RI deficiencies. This strategy will include discussion of repair, reconstruction, or abandonment options, scheduling, costs, and funding opportunities. We will hold a second meeting with the City to review the recommendations and confirm a strategy going forward.

3. Summary of Finding/Recommendations

We will generate technical memorandum summarizing our findings, recommendations, and strategy for addressing the deficiencies. We will identify the relevant environmental regulations, required permits/approvals, and potential engineering and design issues. Our due diligence efforts will identify critical site information for use during the pursuit of project funding and continuing conversations with the USACOE.

Fee

Tighe & Bond will perform the Scope of Services detailed above for a lump sum fee of \$15,000, invoiced monthly based on percentage complete. In the event that the scope of services is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment.

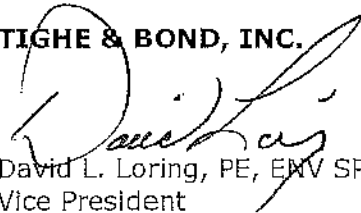
Schedule

We are prepared to initiate the services described herein upon authorization to proceed. Upon receiving authorization to proceed, we will coordinate with the City for a Kick-off meeting. The data review and compilation will follow and we anticipate that a draft memorandum will be completed within 30 days followed by a second meeting with the City.

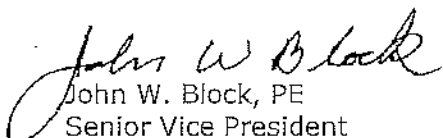
We appreciate the opportunity to submit this proposal and look forward to the opportunity to further our services with the City of Norwalk. Please contact David or John with any questions or comments.

Very truly yours,

TIGHE & BOND, INC.


David L. Loring, PE, ENV SP, LEED AP
Vice President

t: 413.572.3296
c: 413.519-2840
e: DLLoring@tighebond.com


John W. Block, PE
Senior Vice President

t: 203.712.1111
c: 203.722.2179
e: JWBlock@tighebond.com

Enclosures: Terms and Conditions

ACCEPTANCE:

On behalf of **City of Norwalk** the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the ENGINEER not provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the ENGINEER's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the ENGINEER that may be in any way connected thereto.

16.2 In addition, the client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER.

VII-D

EXHIBIT B

**CONNECTICUT PORT AUTHORITY
SMALL HARBOR IMPROVEMENT PROJECTS PROGRAM
455 BOSTON POST ROAD, SUITE 204
OLD SAYBROOK, CT 06475**

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds (the "Grant") awarded pursuant to the Agreement for allowable purposes only and to comply with all of the terms and conditions of the Grant and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Connecticut Port Authority (CPA), be obligated prior to the starting date or subsequent to the end date of the Grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to insure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to insure proper disbursement of, and accounting for, Grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to Grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of CPA at all times, and Grantee shall furnish all information concerning the services. CPA or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or sub-grantees pertaining to work performed under the Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CPA or its representatives shall give the Grantee or its subcontractors or sub-grantees at least twenty-four (24) hours' notice of such intended examination. At CPA's request, the Grantee or subcontractors or sub-grantees shall provide CPA with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or sub-grantee which pertains to CPA's business under the Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by CPA or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or sub-grantee under the Agreement shall retain and maintain accurate records and documents relating to performance of services under the Agreement for a minimum of three (3) years from the expiration of the subcontract or sub-grant and shall make them available for inspection and audit by CPA or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee providing services under the Agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" CPA and the State of Connecticut (the "State") from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with CPA prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or sub-grant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as CPA shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by CPA until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates CPA to fund the project in excess of the Grant funds awarded, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the Grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the Grant application budget, the Grantee agrees to submit to CPA a revised budget and budget narrative equal to and in the same distribution as the Grant awarded not later than thirty (30) days after signing of the grant. Cash requests shall be withheld until the revision is received and approved by the CPA in the CPA's sole and absolute discretion.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to CPA two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this Grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the General Statutes of Connecticut (the "General Statutes"), the Grantee is required to submit a State Single Audit Report to CPA. General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from CPA for this Grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with CPA no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to CPA no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees to comply with each provision of General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to General Statutes §§ 46a-56, 46a-68c, 46a-68f, and 46a-86, related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State.

11.3 In accordance with General Statutes § 4a-60(a)(1), the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with General Statutes § 4a-60(a)(2), the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with General Statutes § 4a-60a(a)(1), the Grantee agrees and warrants that in the performance of the Grant such Grantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2), the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and General Statutes § 46a-56.

11.8 In accordance with General Statutes § 4a-60(b), if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with General Statutes § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c), the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the CHRO regarding a state contract, the Grantee may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant" includes any extension or modification of the Grant, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the State, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State, including, but not limited to municipalities, (2) a quasi-public agency, as defined in General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

SECTION 12: Executive Orders.

12.1 The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. The Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.2 The Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. The Agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to the Agreement.

12.3 The Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. The Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the Grant period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, shall render the Grant voidable at the option of CPA upon notice to the Grantee. The Grantee warrants that it shall hold CPA or the State harmless from any liability, which may be imposed upon CPA and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing the Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify CPA of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its sub-grantees shall comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees that these Grant funds shall be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and shall in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state Grant funds. CPA may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees to comply with any additional federal conditions which have been issued by the federal grantor agency to the State and hereby made a part of this Grant.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State, including, but not limited to, CPA, their respective officers, employees and agents for any breach of the Agreement.

SECTION 19: Large State Contracts.

Pursuant to General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to Connecticut General Statute §4c-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for CPA's consideration and final CPA determination, termination of this Grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the General Statutes) or General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant funds awarded pursuant to the Agreement, shall adhere to the requirements of General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with General Statutes § 4a-60g(a)(14), and "Quasi Public Agency Project" is defined in accordance with General Statutes § 4a-60g(a)(15).

SECTION 22: Whistleblower Protection.

The Agreement is subject to the provisions of Section 4-61dd of the General Statutes. In accordance with therewith, if an officer, employee or appointing authority of the contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CPA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in such statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

SECTION 23: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in § 9-612 of the General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and shall inform its principals of the contents of the notice. See Attachment A.

SECTION 24: Nondiscrimination Certification.

Pursuant to General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that shall satisfy the statutory requirements may be found on the Office of Policy and Management's (OPM) website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 25: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 26: Iran Certification.

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

SECTION 27: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State. The Grantee waives any objection which it may now have or shall have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 28: Special Grant Conditions.

The Grantee agrees to comply with the Special Grant Conditions, if any, issued in connection with this specific Grant, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of General Statutes of Connecticut Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any

goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. **"Subcontractor"** does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**STATE OF CONNECTICUT**

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.
☐ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- ☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- ☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ **day of** _____, **20**_____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE CONNECTICUT PORT AUTHORITY
AND
CITY OF NORWALK**

THIS ASSISTANCE AGREEMENT (this "**Agreement**") is made and entered into as of _____, 20__ by and between the STATE OF CONNECTICUT (the "**State**"), acting herein by the CONNECTICUT PORT AUTHORITY with a place of business at 455 Boston Post Road, Suite 204, Old Saybrook, CT 06475 ("**CPA**"), pursuant to the power to administer State grant-in-aid for the SMALL HARBOR IMPROVEMENT PROJECTS Program ("**SHIPP**") set forth in Sections 13b-55a through 13b-57 of the General Statutes of Connecticut, as amended from time to time, and collectively with all rules and regulations promulgated thereunder, the "**Act**", and CITY OF NORWALK, with a place of business at 125 East Avenue, Norwalk, CT 06856 (the "**Grantee**"), acting herein by [NAME OF MUNICIPAL OFFICIAL], its duly authorized officer.

WITNESSETH THAT:

WHEREAS, pursuant to the Act, the CPA, a body politic and corporate and public instrumentality of the State created to coordinate the development of the State's ports and harbors and to, among other things, coordinate the planning and funding of capital projects promoting the development of the ports and harbors;

WHEREAS, the governing body of the Grantee has submitted to the CPA a series of documents, including a SHIPP grant application, a certified resolution from the Grantee's applicable organizational body authorizing the Grantee to submit said application, a work plan, budget, site map and exhibits, if any, and other documents (all, together with this Agreement and all other documents and agreements executed by the Grantee in connection with this Agreement, collectively, the "**Project Documents**") for a project entitled **Donovan Boating Center - Visitors Dock Reconstruction** (the "**Project**") and has represented to CPA that it can rely upon the information within the Project Documents as accurate and complete; and

WHEREAS, the CPA has determined that funding of the Project is consistent with the Act, and has agreed to provide grant funding to Grantee for the Project upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the parties hereby agree as follows:

ARTICLE I

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTEE

The Grantee represents, warrants and covenants to the CPA as follows:

1.1 Form of Business Entity. The Grantee is a municipal corporation duly created and validly existing under the laws of the State. Further, the Grantee will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of the State.

1.2 Authorization to Enter Into and Execute Project Documents. The execution and delivery of each of the Project Documents and this Agreement by the Grantee, and the performance of its obligations thereunder, are

within its power, have been duly executed and delivered and duly authorized by all necessary action on its part, and are not in contravention of any federal, state, municipal, local, foreign, international or multinational statute, law, ordinance, regulation, rule, guideline, code, order, injunction, permit, license, authorization, judgment, decree, writ, consent, or other requirement or rule of law (collectively, "**Laws**") nor in contravention of its organizational documents or governing bylaws, including its charter if applicable, or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound. This Agreement and the Project Documents constitute valid and binding obligations of Grantee, enforceable against Grantee in accordance with their terms.

1.3 Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Grantee of the Project Documents. The Grantee agrees that nothing in this Agreement relieves it from any obligation under any Laws to obtain any such license, consent, or approval.

1.4 Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Grantee's knowledge, threatened against or affecting it, which may adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

1.5 Default of Existing Orders or Instruments. The Grantee is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which may adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Grantee's ability to discharge its obligations under the Project Documents.

1.6 Event of Default. No Event of Default (as defined in Article VI hereof) has occurred or is continuing, and the Grantee has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

1.7 Financial Condition. There has been no material adverse change in the financial condition of the Grantee since the date of application for the Funding that has not been previously disclosed in writing to the CPA. Grantee has disclosed to CPA all material information relating to the Grantee and the Project Documents.

ARTICLE II

FUNDING

2.1 Funding. The CPA hereby agrees, subject to the terms of the Act and this Agreement, to provide financial assistance in the form a grant to Grantee for the Project in an amount of up to Nine Hundred Eight Thousand Two Hundred Fifty Dollars (\$908, 250.00) (the "**Funding**"), to be used only for the direct costs as set forth in the Budget (hereinafter defined). Any amount in excess of the Funding that may be necessary to cover the Project costs set forth in the approved budget shall be the sole responsibility of Grantee.

2.2 Proposal. The following documents are incorporated in this Agreement by reference, and Grantee agrees to the terms and conditions thereof and to the extent any conflict exists or arises between or among the Act and any of such incorporated documents, the following order of precedence shall govern: (i) the Act, (ii) the General Grant Conditions (defined in Section 2.2(b) below), (iii) this Agreement (other than the incorporated documents), (iv) the SHIPP policies and Procedures of the CPA (which may be obtained from the CPA's website or by contacting the CPA directly), and (v) the grant application documents, including any instructions relating thereto and notifications to Grantee thereunder (the "**Proposal**").

(a) Attached hereto as Exhibit A is the Proposal completed by the Grantee and delivered to the CPA by Grantee, along with the budget as approved by the CPA (the "**Budget**"). Grantee hereby certifies, subject to the penalty for false statements under Section 53a-157b of the General Statutes of Connecticut, as amended, that all of the information provided by Grantee in the Proposal, to the best of its knowledge, is true, accurate and complete in all material respects as of the submission date of the Proposal and as of the date of this Agreement.

(b) Attached hereto as Exhibit B are the General Grant Conditions applicable to the award, execution and performance of this Agreement (the "**Grant Conditions**"). For purposes of this Agreement, references in Exhibit B to the "State" shall mean and include the CPA and the State of Connecticut, as applicable; references to the "Contract" or "contract" shall mean and include this Agreement and the other incorporated documents; and references to the "Contractor" or "contractor" shall mean Grantee.

2.3 Unauthorized Expenditures. The Funding is to be used solely to reimburse or otherwise finance those expenditures made by Grantee in accordance with the approved Budget and which do not include Unauthorized Expenditures (as defined below). Any unspent Funding shall become immediately due and payable by the Grantee to the CPA within ninety (90) days of substantial completion of the Project or July 1, 2019, whichever is earlier, unless directed otherwise, in writing, by the CPA. As used herein, "**Unauthorized Expenditures**" shall mean any of the following:

- (a) Any costs/expenses not related to the Project;
- (b) Any costs/expenses excluded pursuant to the Proposal (except as otherwise provided in an amendment to this Agreement in accordance with Section 9.7 hereof); and/or
- (c) Any other costs/expenses listed on Exhibit C attached hereto.

ARTICLE III

PAYMENTS

3.1 Funding Payments. The CPA shall make Funding payments by check or wire transfer to Grantee as follows:

(a) Funding in the total amount of Nine Hundred Eight Thousand And Two Hundred Fifty and 00/100 Dollars (\$908,250.00) shall be paid in one lump sum amount to Grantee upon within sixty (60) days of the execution of this Agreement by Grantee and the CPA on such date and in such manner as agreed to by Grantee and the CPA or as otherwise determined by the CPA in its sole and absolute discretion.

(b) Notwithstanding the foregoing: (i) Grantee shall not be entitled to, and the CPA shall not be obligated to deliver the Funding unless and until (A) all conditions precedent to the grant have been satisfied including without limitations, the Grant Conditions, (B) the CPA has completed any necessary review or examination relating to the Project deemed necessary or appropriate by the CPA in its sole and absolute discretion, and (C) any and all reports, documents and other deliverables due to the CPA have been completed in full, executed as applicable, and delivered by Grantee to CPA and reviewed and accepted by the CPA; and the Funding shall be delayed until such time as all such conditions set forth in the foregoing clauses (A), (B) and (C) are met; and (ii) no Event of Default exists or is continuing, and no event or condition exists and is continuing which, with due notice or lapse of time or both, would constitute an Event of Default.

ARTICLE IV

BUDGET AND PROJECT REVISIONS

4.1 Budget and Project Revisions. Grantee shall not make material revisions to the Budget and/or Project without the prior written approval from the CPA, such approval to be given in the CPA's sole and absolute discretion. Material revisions to the Budget and/or the Project include without limitation: (i) a transfer of responsibility for a material portion of the Project; (ii) a material change in objective or scope of the Project; (iii) a material reallocation of any portion of any costs/expenses line item in the approved Budget; and (iv) any material reductions in the funding provided to the Project by any funding sources other than the CPA, if the CPA approved any Budget and/or Proposal that included such other funding sources as an element thereof. Approval by the CPA of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

ARTICLE V

RECORDS AND INSPECTION

5.1 Records. The Grantee shall maintain records in a complete, businesslike manner, including without limitation full, accurate, complete and current minutes and records of the Project in compliance with all Laws or as otherwise reasonably required by the CPA. The Grantee shall furnish to the CPA or its designee, at such times as the CPA shall determine, any document, data, and information relating to the Project in possession of the Grantee which is requested by the CPA. The CPA or its designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Grantee, or to make inspection of any physical location of the Grantee. The Grantee shall aid and cooperate with any and all such inspections.

5.2 Inspections and Audits. If any such inspections or audits reveal the use of the Funding for any Unauthorized Expenditures, in addition to all other rights and remedies of the CPA, Grantee shall immediately reimburse the CPA for any such portion of the Funding used for Unauthorized Expenditures unless directed otherwise in writing by the CPA. These inspection rights hereunder and the audit rights set forth on Exhibit B hereto, of the CPA shall continue during and after the completion of the Project for a period of three (3) years (or such longer period as required by Laws applicable to the CPA), and shall be in addition to any audit and inspection rights of the CPA granted under any other provision of Laws or specifically set forth in any of the Project Documents. In accordance with Conn. Gen. Stat. § 7-396a, the Connecticut Auditors of Public Accounts shall have access to all records and accounts of Grantee for the fiscal year(s) in which Funding is provided.

ARTICLE VI

DEFAULT

6.1 Events of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "**Event of Default**"):

(a) Breach of Agreement. Any failure by Grantee to perform any, covenant, agreement, act, duty, obligation or other agreement contained herein or in any other Project Document or any failure to forbear from any unpermitted act, or if the Grantee abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent;

(b) Misrepresentation. Any breach of any representation or warranty made by the Grantee or caused to be made for the Grantee in any of the Project Documents;

(c) Receivership or Bankruptcy. If the Grantee shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Grantee for the purpose of effecting any of the foregoing;

(d) Lack of Adequate Security. If the CPA, at any time and acting in a commercially reasonable manner, deems itself to be insecure. For the purposes of this Agreement, the CPA shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the Project, including, but not limited to, the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Project;

(e) Violation of Terms in Other Project Documents. The occurrence of an Event of Default or breach by Grantee of any of the terms or provisions under this Agreement or any of the Project Documents; and

(f) Violation of Laws. The Grantee's failure to comply with all applicable Laws in the administration of this Agreement and the failure of Grantee to perform any covenant or agreement of Grantee in the Project Documents.

6.2 Notice of Default. If the Grantee defaults or shall commit or allow any breach of the Grantee's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Event of Default, hereunder, the CPA shall notify the Grantee of the default in writing ("**Notice of Default**") in accordance with Section 9.10 hereof.

6.3 Opportunity to Cure. Upon the occurrence of an Event of Default, the CPA may, in its sole and absolute discretion, provide the Grantee thirty (30) days after the Notice of Default, or such longer period of time as the CPA determines and sets forth in writing, to cure or remedy the default or breach. Said cure or remedy shall not be effective unless accepted, in writing, by the CPA in the CPA's sole and absolute discretion.

ARTICLE VII

REMEDIES

7.1 Remedies. Upon the occurrence of an Event of Default, the CPA, shall have, to the full extent permitted by applicable Laws, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(a) To suspend all further payments to the Grantee until such Event of Default is cured to the sole and absolute satisfaction of the CPA;

(b) To enforce the performance or observance of any obligations, agreements, or covenants of the Grantee in this Agreement or any of the Project Documents;

(c) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Event of

Default, the Grantee hereby agrees to repay immediately to the CPA the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(d) The right to a writ of mandamus, injunction or similar relief against the Grantee due to such Event of Default or breach;

(e) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any Event of Default; and

(f) The Grantee agrees that all expenditures incurred by the CPA under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum, or such maximum rate as permitted by Laws, from the date of demand, acceleration, default or judgment as applicable.

7.2 The CPA may collect costs and expenses including without limitation reasonable attorney fees associated with collection efforts relating to this Agreement.

ARTICLE VIII

INDEMNIFICATION

8.1 Indemnity by Grantee. Grantee agrees, to the extent allowed by applicable Laws, to indemnify each of the CPA and the State (and any agency, quasi-public agency and department thereof) and their respective officers, officials, directors, employees, agents and affiliates (collectively, the "Indemnified Parties") against, and defend and hold each of them harmless from any liability, claim, complaint, demand, cause of action, audit, investigation, hearing, action, suit or other proceeding asserted or initiated or otherwise existing in respect of any matter, obligation, loss, cost, damage, penalty, fine or expense (including attorneys' fees) resulting from, relating to or constituting:

(a) the performance by the Grantee of the Project;

(b) any breach by Grantee of the terms and provisions of this Agreement or the other Project Documents;

(c) any accidents, injuries (including death), or damage of any kind which are caused, or claimed to be caused, by the Grantee with respect to the Project;

(d) the failure to perform any covenant or agreement of Grantee contained in this Agreement or any of the other Project Documents and all other related agreements, instruments and/or certificates executed by the Grantee in connection with the Funding;

(e) all violations by Grantee of any Laws or any failure by Grantee to comply with any Laws or requirements of insurance policies;

(f) any infringement of patents or other intellectual property rights, or the improper use of other proprietary or intellectual property rights, which may occur in connection with the Project;

(g) any hazardous substances created, generated, released or disposed of in connection with the Project; and

(h) any other matter related to any acts or omissions of Grantee with respect to the Project or the Project Documents.

8.2 Survival. The rights and obligations of the parties hereto pursuant to this Agreement shall survive the termination of this Agreement for the applicable statute of limitations.

8.3 Cooperation. Each of the Grantee and the CPA agrees to reasonably cooperate and to cause their respective employees and agents to reasonably cooperate with the other in the defense of any indemnified claim.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 Waiver. No waiver by CPA with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affected in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.2 Severance. If any court shall hold a provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

9.3 Counterparts. This Agreement may be executed in multiple counterparts (including those delivered by facsimile or other electronic means), each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State, without regard to any choice or conflict of law provisions or rule that would require the application of laws of this State or any other state.

9.5 Venue. EACH PARTY HEREBY CONSENTS TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (a) ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT; (b) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (c) THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE RELATING TO THIS AGREEMENT AND (d) AGREES NOT TO BRING ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT.

9.6 Agreement. This Agreement, the Proposal (including without limitation the Budget), the General Grant Conditions, and any document, certificate, report or agreement furnished or executed in connection herewith or therewith (and any supplement/amendment hereto or thereto), together with the exhibits and schedules hereto and thereto, embody the entire agreement and understanding among the parties, and supersede all prior oral or written agreements and understandings relating to the subject matter hereof.

9.7 Modification. This Agreement may not be changed, modified or discharged orally, nor may any waivers or consents be given orally hereunder, and every such change, modification, discharge, waiver or consent shall be in writing and signed by the party against which enforcement thereof is sought. No such waiver, modification or amendment shall extend to or affect any obligation not expressly waived, modified or amended.

9.8 Assignment. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Grantee without the prior written consent of the CPA, which consent may be withheld in the CPA's sole and absolute discretion. Any assignment made without the written consent of the CPA shall be null and void. The State (and each agency, quasi-public agency and department thereof) shall be third party beneficiaries of this Agreement with the rights attendant thereto (including the right of enforcement and pursuit of remedies). The CPA may assign its rights and obligations at its sole discretion, including, without limitation, to: (a) any governmental or quasi-governmental agency of the State, governmental unit of the State or one or more statutorily created entity of the State; (b) (i) any corporation, limited liability company, partnership or other entity controlled by the CPA or (ii) any other person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the CPA created for the purpose of managing and/or making investments in, and/or awarding grants or extending loans (c) any successor or replacement agency of the State (or other entity) for the CPA.

9.9 Gender, Number, and Captions. Under this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (e) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (g) "or" is used in the inclusive sense of "and/or"; (h) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto; (i) references to "person" or "persons" means an individual, corporation, limited liability company, partnership, trust, joint venture or other legal entity; (j) article and section headings herein are for convenience only and shall not affect the construction hereof; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

9.10 Notice. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given as follows: (i) on the date of service if delivered personally; (ii) at the time of receipt of confirmation by the transmitting party if by facsimile transmission; or (iii) on the day after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this Section:

If to Grantee, to:

City of Norwalk
125 East Avenue
Norwalk, Connecticut 06856
ATTN: Mayor Henry Rilling

With a copy to:

[_____]
[ADDRESS]
[ADDRESS]
ATTN: [_____]
Email: [_____]

If to Connecticut Port Authority, to:

Connecticut Port Authority
455 Boston Post Road, Suite 204
Old Saybrook, CT 06475
ATTN: Joseph Salvatore
Email: joseph.salvatore@ct.gov

With a copy to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
ATTN: Glenn A. Santoro, Esq.

Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives, this Agreement as of the date first set forth above.

CITY OF NORWALK

By: _____ Date: _____
Name:
Title:

CONNECTICUT PORT AUTHORITY

By: _____ Date: _____
Name: Evan Matthews
Title: Executive Director



CITY OF NORWALK
Personnel & Labor Relations
Ray Burney
Director of Personnel & Labor Relations
rburney@norwalkct.org
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

VII.E

To: Members of Common Council

From: Ray Burney, Director Personnel and Labor Relations

RB

Date: December 12, 2017

Re: Appointment of Health Director

This memo is in support of the appointment of Deanna D'Amore as the Health Director for the City of Norwalk. Ms. D'Amore's resume is attached.

An extensive search was conducted for candidates to fill this position. Four final candidates were interviewed by an expert panel that included two members of the Norwalk Board of Health and health directors from surrounding towns. Ms. D'Amore was the unanimous choice of this interview panel to lead our Health Department. Ms. D'Amore's annual salary will be \$128,365 and her tentative start date is January 8, 2018.

DEANNA D'AMORE, MPH

Public Health Administration

EDUCATION



MASTER OF PUBLIC HEALTH
University of Connecticut
December 2012

BACHELOR OF ARTS
Anthropology Major
Africana Studies Minor
New York University
May 2007

EXPERTISE

Accreditation
Quality Improvement
Strategic Planning
Performance Management
Project Management
Policy Analysis & Development
Data Analysis & Synthesis
Community Health
Improvement
Team Leadership

MEMBERSHIPS

National Association of County
& City Health Officials
(NACCHO) Speakers Bureau
of Accreditation Champions

Delta Omega Public Health
Honor Society, Beta Rho
Chapter

EMPLOYMENT EXPERIENCE

MEDICAL DATA ANALYST, Planning & Evaluation Unit
Westchester County Department of Health, White Plains, NY / December 2016 - Present

- Led a department-wide team of staff in establishing a quality improvement program. Generated executive leadership buy-in. Managing implementation and facilitating improvement projects.
- Assist the Commissioner of Health and Deputy Commissioners with responding to disease outbreaks and community exposures.
- Designed and conducted an observational study on clinic process flow. Analyzed data using statistical software and presented findings to staff.
- Utilized lean tools and methods to engage communicable disease control staff in identifying opportunities for operating more efficiently.
- Serve as a local administrator of the emergency response data management system.

PROJECT COORDINATOR
Norwalk Health Department, Norwalk, CT / September 2010 – December 2016

- Directed department activities to achieve and maintain national accreditation.
- Designed and oversaw implementation of the quality improvement program, performance management system, and workforce development plan.
- Coordinated the community health assessment and development and evaluation of the community health improvement plan. Produced data briefs on health priorities.
- Organized the periodic update of the agency strategic plan, including assisting supervisors with identifying strategies and reporting outcomes.
- Developed operational policies and procedures.
- Wrote and revised environmental health laws and technical standards.
- Supervised staff and consultants to ensure completion of deliverables.
- Provided support to the Board of Health, including presenting project updates at meetings, drafting written testimony, and conducting research.
- Assisted the Director of Health with preparing the annual budget, managing building renovations, communicating internally and externally, reporting progress with meeting state and local mandates, and coordinating statewide workgroups.
- Established and enhanced effective relationships with local and state partners.
- Secured two competitive national grants to advance accreditation readiness, one of which paid for 50% of the fees. Provided financial and program reports to the funders.
- Managed the development and implementation of the electronic health record system.

HEALTH PROGRAM ASSISTANT
Connecticut Association of Directors of Health, Hartford, CT / April 2007 – July 2010

- Developed, implemented, and researched programs, including: performance improvement, advocacy, health equity, communications, and membership services.
- Facilitated health departments in completing performance standards assessments. Evaluated compliance with standards, analyzed results, and wrote summary reports.
- Identified, tracked, and provided updates on state legislative bills of importance to local public health. Wrote testimony and fact sheets.
- Researched other state public health programs and policies and summarized findings for senior staff and local health directors.

DEANNA D'AMORE, MPH

Public Health Administration

CERTIFICATIONS

Six Sigma Green Belt Trained

Sub-Surface Sewage Disposal,
Phase 1 – CT Department of
Public Health

EARLY LEARNING OPPORTUNITIES

CONNECTICUT HEALTH FOUNDATION

November 2007 – August 2008
Health Policy Intern

Analyzed state and federal
legislation related to health care
access, mental health, and oral
health. Wrote policy and
research memos to members of
the Board of Directors and
Public Policy Committee.

HEALTH LEADS AT BELLEVUE HOSPITAL

September 2006 – May 2007
Family Advocate Volunteer

Connected families in the
Pediatrics Clinic to community-
based resources to address the
social and environmental factors
that impact their health.

CONNECTICUT ASSOCIATION OF DIRECTORS OF HEALTH

June 2006 – September 2006
Research Assistant and Intern

Conducted in-depth interviews
of local health directors on the
benefits of completing the
National Public Health
Performance Standards
Assessment.

CONSULTING EXPERIENCE

Stratford Health Department

April 2016

Provided recommendations for aligning
agency performance management
system, quality improvement plan, and
strategic plan.

Connecticut Association of Directors of Health

January – February 2016

Prepared and facilitated three
workshops on performance
management, quality improvement, and
workforce development.

Fairfield Health Department

September 2014

Consulted with staff on how to prepare
for and achieve national accreditation.

New Jersey Association of County & City Health Officials

June 2014

Facilitated and presented an all-day
workshop on accreditation.

PRESENTATIONS & PUBLICATIONS

D'Amore, Deanna. 2017. "Quality Improvement and Teambuilding." Presented at the Westchester County Department of Health All-Staff Meeting, Eastchester, NY.

D'Amore, Deanna, Theresa Argondezzi, Jeryl Topalian, Kara Jose. 2016. "Community Health Assessment Preliminary Findings." Presented to the Greater Norwalk Community Health Improvement Task Force.

D'Amore, Deanna. 2016. "About Norwalk Health Department and Public Health." Presented to the Greater Norwalk Chamber of Commerce Leadership Institute.

D'Amore, Deanna and Bretherton, Joyce. 2014. "Norwalk Health Department: Coleading a Community Health Assessment and Improvement Plan With Norwalk Hospital." *Journal of Public Health Management and Practice* 20(1): 73-75.

D'Amore, Deanna, Amy Whitney, Rosemary Chaudry, and Cindy Hotchkiss. 2014. "Workforce Development Planning." Presented on a National Association of County & City Health Officials/Centers for Disease Control & Prevention Accreditation Support Initiative Webinar.

D'Amore, Deanna. 2012. "Social Determinants of Health in a Community Health Assessment/Improvement Plan Process." Presented at the National Network of Public Health Institutes Open Forum Meeting for Quality Improvement in Public Health, Charlotte, NC.

D'Amore, Deanna, Rose Swenson, Midge Ransom, and Reena Chudgar. 2012. "Ask the Experts: Community Health Assessment and Improvement Planning." Panelists presented at the National Network of Public Health Institutes Open Forum Meeting for Quality Improvement in Public Health, Charlotte, NC.



CITY OF NORWALK
Personnel & Labor Relations
Ray Burney
Director of Personnel & Labor Relations
rburney@norwalkct.org
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Members of Common Council

From: Ray Burney, Director of Personnel and Labor Relations 

Date: December 12, 2017

Re: Creation of Communications Manager Position

This memo is in support of establishing a new Ordinance position with the title of Communications Manager. The duties and responsibilities of this position are defined in the position description attached. The objective of establishing this position is to ensure that the public interactions and communications from the City are consistent, and that they contain the information and approach supported by the Mayor's office. This position will also assume all of the responsibilities that are currently in the Grant Writer position currently budgeted in the Mayor's office.

Accordingly, the current Ordinance position of Grants Writer will be eliminated from the Mayor's office and from the list of Ordinance positions, and it will be replaced with Communications Manager. This initiative will address the current needs of the City and the Mayor's office, will provide for the performance of the duties of the former Grant Writer position and will save the City approximately \$35,000 in salary costs. The Grant Writer position had an annual salary range of \$94K to \$119K, and the proposed annual salary range for the Communications Manager is \$56,315 to \$81,344.

Title: Communications Manager
Department: Mayor's Office
Grade:

Job Code: 2014
Classification: Ordinance
Status: Full-Time
Date: 11/15/2017

General Responsibilities:

A professional administrative position working under the general direction of the Mayor's Chief of Staff in cooperation with City Department Heads in the area of internal and external communications, media relations, public information and grants coordination and development. Actively maintains day-to-day contact with the media and general public and assists in obtaining new grant sources and funds. Coordinates activities of City Departments in monitoring, applying for and receiving intergovernmental assistance. Responsible for drafting grant applications, press releases, and correspondence on behalf of the Mayor and the City.

Specific Duties:

Reports to the Chief of Staff and is responsible for the following:

- Establishes communications protocols for city departments and staff
- Manages internal communications and initiates actions to continually improve such communications
- Records & tracks City of Norwalk public communications and assists in managing responses and follow through
- Collaborates with various departments in revising, updating, and maintaining information on the city website.
- Compiles and analyzes performance measure data through the Mayor's Dashboard application.
- Manages communications with media, public, special events or other activities as assigned
- Provides quality control for all City of Norwalk messaging and external communications
- Works closely with the Chief of Staff and Mayor's office to plan, write and disseminate communications, including letters, press releases, presentations and electronic messages, targeting staff and the community.
- Develops and maintains a messaging strategy and media schedule aligned to City of Norwalk goals and priorities.
- Assists in identifying, acquiring and implementing grant programs in partnership with all City Departments.
- Administers activities of the City in compiling an inventory of existing grants, coordinating current grant programs, maintaining reporting requirements, identifying new sources of funding and assisting City Departments in the preparation of new and existing grant applications.
- Develops and implements the control mechanisms necessary to assure compliance with the requirements established by the various funding sources and provide efficient identification, acquisition and administration of grant resources available to the City.
- Assists City Departments in acquiring necessary legislative and executive approvals for grant applications and appropriations and facilitates grant contract execution.
- Performs contract compliance with assistance of Comptroller's office including budget preparation, quarterly reports, budget revisions, audit of programs and project closeout.

- Reports annually to the Mayor, Common Council and Board of Estimate & Taxation on grant activity experienced during each year, the forecast of grant activity and the budget effect of expected grant activity. Identifies materials for, and maintains, a central grants library for use by City Departments.
- Assists in program evaluation with City Department Heads upon project closeout.

Note: The above is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. This position is appointed by the Mayor with Common Council approval and shall serve at the pleasure of the Mayor.

Qualifications Profile:

Bachelors degree in public relations, public administration, political science, mass communications, journalism, or similar discipline and two years of experience in public relations and or communications. Equivalent combinations of experience and training may be considered

- Ability to communicate effectively orally and through written presentations on deadline and for multiple audiences
- Knowledge of the principles and practices of journalism and media relations, including social media.
- Ability to develop and maintain strong relationships with members of the media and the community.
- Ability to use technology and social media platforms to engage staff and members of the public.
- Ability to assist Department Heads in giving priorities to grant requirements, developing indirect overhead factors and identify systems necessary to effective grants management.
- Ability to establish and maintain effective working relationships with City Department Heads, local legislators and state and federal officials, consultants, contractors, and general public.
- Ability to apply principles of administration to define problems, collect data, establish facts and draw valid conclusions.
- Ability to interpret a variety of instructions furnished in written, oral diagram or schedule form.
- Ability to speak and write clearly and concisely.
- Ability to coordinate.

NORWALK DEVELOPMENT AGENCY

VII.F

TO: MEMBERS OF THE COMMON COUNCIL
FROM: SABRINA CHURCH, COMMUNITY DEVELOPMENT PLANNER
DATE: NOVEMBER 29, 2017
RE: PY44 NOTICE OF FUNDING AVAILABILITY

As the administering agent for the City of Norwalk's entitlement grant under the Community Development Block Grant (CDBG) Program the Agency releases a yearly Notice of Funding Availability (NOFA) in accordance with HUD requirements to gather applications for projects to be approved and completed within the next program year. The PY44 NOFA will include new language regarding the reservation of \$100,000 for a Walkbridge Business Mitigation Program.

The \$100,000 will be allocated to the plan via the yearly CDBG allocation. The plan is referenced on page 11 of the NOFA in the section titled Funding Restrictions and Targeting of Resources.

If the added language is not approved by the Common Council the standard NOFA will be released by the Redevelopment Agency on December 13, 2017.

ATTACHMENTS: PY44 Draft NOFA – *new language italicized within the document*

ACTIONS REQUESTED: 1. Approve the amended language in the PY44 NOFA.

**Notice of Funding Availability & Request for Proposals
Program Year 44
(July 1, 2018 – June 30, 2019)**

CITY OF NORWALK, CONNECTICUT
The Norwalk Redevelopment Agency

COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

Past applicants should note that the Redevelopment Agency has revised the process for submitting an application in order to streamline and simplify the process for all involved. Applicants are encouraged to avail themselves of technical assistance offered through the Norwalk Redevelopment Agency.

Norwalk Redevelopment Agency Contact Information:

Timothy Carney
Norwalk Redevelopment Agency
125 East Ave, Room 202
(203)854-7810 ext 46784
tcarney@norwalkct.org
<http://www.norwalkct.org/1412/Community-Development-Block-Grant>

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Notice of Funding Availability and Request for Proposals

As administrator of the City of Norwalk's Community Development Block Grant (CDBG) program, the Norwalk Redevelopment Agency is pleased to release this Notice of Funding Availability (NOFA) for the upcoming CDBG program year (PY44), which commences on July 1, 2018 and ends on June 30, 2019. Proposals will be accepted from organizations providing assistance to low and moderate income households residing within the City of Norwalk that meet a Priority Need identified by the City's Consolidated Plan.

The full NOFA/RFP will be available for review in English and Spanish on the City's website at <http://www.norwalkct.org/1412/Community-Development-Block-Grant> and available for viewing at the following locations: the Norwalk Redevelopment Agency, the Main and South Norwalk branches of the Norwalk Public Library, the South Norwalk Community Center and the main offices of the Norwalk Housing Authority. Persons needing language assistance are encouraged to contact the Norwalk Redevelopment Agency for assistance.

The City and Redevelopment Agency invite all interested parties to submit PY44 CDBG sub-award applications to the Redevelopment Agency **by 12:00pm (noon) on Tuesday, January 23, 2018.**

The City of Norwalk's actual CDBG entitlement amount is not yet available and is subject to Congressional budget appropriation. The actual amount is anticipated to be announced in early 2018. All figures in the following chart are **estimates** and subject to change.

PY44 City of Norwalk Community Development Block Grant (CDBG) Program
Estimated Sources and Uses for Year Ending June 2019

Sources of Funds

PY44 Entitlement (estimated)	\$727,878.00
PY43 Program Income (estimated)	\$237,021.19
Non-revolving CDBG Program Income at 6/30/18	\$22,882.12
Revolving Loan CDBG Program Income at 6/30/18	\$214,139.07
PY42 Reprogrammed Funds	\$12,994.88
604 Breakthrough Options for Families - College Edge Program	\$26.21
611 Person to Person - Emergency Assistance	\$5,578.42
613 Triangle Community Center - Case Management	\$7,390.25
PY43 Reprogrammed Funds	\$0.00
Anticipated Total Funds Available for PY44 CDBG Grant Program	\$763,755.00

Uses of Funds* (estimated)

*Per HUD's statutory caps on use of CDBG funds for these activities	
Maximum available for public service	\$112,614
Maximum available for planning and administration	\$192,980
Available for uses other than public service and planning and administration	\$458,161
Funding available to all other applicants for use in addressing priority needs of the City as identified in the ConPlan	\$197,009
Funds available to City Neighborhoods for use in addressing priority needs of the City as identified in the ConPlan	\$261,152
Minimum restricted to expenditure on LMI activities	\$534,629
Maximum available for slum/blight or urgent need activities	\$229,127

Application Submission Process

Interested applicants must complete and submit applications and required attachments through the WebGrants website at <http://norwalk.dullestech.net> no later than 12:00pm (noon) on Tuesday, January 23, 2018. Application instructions and a link to this website are available via the City's website (<http://www.norwalkct.org/1412/Community-Development-Block-Grant>). Organizations interested in submitting an application should read the NOFA and application instructions carefully and avail themselves of technical assistance offered through the Norwalk Redevelopment Agency. Language assistance is available by contacting the Redevelopment Agency.

Anticipated Schedule of Public Meetings and Hearings

The following schedule is anticipated; however meetings may be rescheduled due to poor weather conditions. Applicants will be notified directly of any changes to the schedule and a notice will be placed on the Redevelopment Agency's website. All locations are accessible to persons with disabilities. Those needing to request an oral or sign language interpreter should contact the Redevelopment Agency at least 48 hours in advance of the meeting or hearing.

- Tuesday, January 23, 2018 by 12/noon – Completed PY44 applications must be submitted through WebGrants to the Redevelopment Agency
- February 1, 2018 – PY44 Applicants Present their applications to the Planning Committee
 - 6:30pm in City Hall (125 East Avenue, Norwalk), room A330 (anticipated)
 - Brief presentations will occur during the public comment period of the regularly scheduled Planning Committee meeting.
- March 1, 2018 – Planning Committee Recommends Projects / Programs for Funding
- March 29 – April 28, 2018 – 30-day Public Comment Period on Draft Annual Action Plan (AAP)
 - March 29, 2018 – Draft AAP is posted to Agency's website in English and Spanish and distributed in hard copy to Main and South Norwalk branch libraries, Norwalk Housing Authority, South Norwalk Community Center and Norwalk Redevelopment Agency.
- April 5, 2018 – Planning Committee holds a Public Hearing on Draft AAP
 - 7:30pm in City Hall (125 East Avenue, Norwalk), room 231 (anticipated)
- May 3, 2018 – Planning Committee Advances the Draft AAP to the Common Council for Approval (anticipated)
- May 8, 2018 – Common Council Approves Mayoral Signing of Annual Action Plan for Submission to HUD (anticipated)
- May 14, 2018 – PY44 Annual Action Plan is due to HUD
 - A final version of the document will be posted to the Agency's website
- June 21, 2018 – PY44 Orientation for Sub-Grantees (anticipated)
 - Details will be made available to awarded organizations closer to the date.

Consolidated Plan Funding Criteria and Priorities

Funding Criteria

To promote efficacy and the impartial award of CDBG funds to subrecipients, the following criteria have been established.

- The proposed project / program is considered by HUD to be an eligible activity
- The proposed project / program addresses a HUD National Objective and has an identified CDBG Objective Measurement and CDBG Outcome Measurement
- The proposed project / program falls within the City's Priority Needs and Goals matrix as identified in the five-year Consolidated Plan
- The proposal identifies performance measures which are evaluated on specific outcomes
- The applicant organization has the capacity and willingness to comply with the monitoring requirements of the grant administrator
- The applicant organization employs professional staff to administer the grant and project
- The applicant organization or its staff members have experience in the proposed activity
- There is a proven impact for the proposed activity
- The applicant organization has the ability to carry out the project / program within the 12 month program year (July to June)

The City is committed to awarding grants to organizations which propose a high level of impact for the amount of funds awarded. This is analyzed via two methods:

- The amount of funding requested per proposed beneficiary (dollar per beneficiary)
- The matching funds made available by the applicant organization to support the proposed project / program. It is recommended that Public Service programs provide a \$2.00 to \$1.00 match while all other projects provide a \$1.00 to \$1.00 match.

Preference will be given for those projects / programs which:

- Request a minimum of \$20,000 for public service programs and \$50,000 in grant funds for all other projects
- Direct services towards one or more of the City's LMI census tracts
- Address an unmet Consolidated Plan Goal target

Consolidated Plan (ConPlan) Priority Needs and Goals

The City's ConPlan establishes the following Priority Needs for the 2015-2019 CDBG programs:

- Housing – Increase high quality and affordable housing opportunities
- Economic Development – Expand economic opportunities
- Public Facilities and Infrastructure – Modernize public facilities and infrastructure
- Public Services – Increase available social services

Each Priority Need has at least one Goal associated with it which is defined by one or more CDBG Matrix Codes (listed in parenthesis). Specific descriptions of each Goal Matrix Code are available

in the document titled “Appendix A – Matrix Codes” available on the Redevelopment Agency’s website. The 2015-2019 Consolidated Plan Priority Needs and Goals are as follows:

Priority Needs	Goals (Matrix Codes)	Goal Matrix Code Definition	Code
Increase High Quality and Affordable Housing Opportunities (Housing)	Residential Rehabilitation (14A, 14B, 14C, 14G, 14H) High Priority	Rehab: Single-unit residential	14A
		Rehab: Multi-unit residential	14B
		Rehab: Public housing modernization	14C
		Rehab: Acquisition	14G
		Rehab: Administration	14H
	Code enforcement (15)	Code enforcement (creating a program)	15
Expand Economic Opportunities (Econ. Dev'l)	Economic Development: Technical Assistance (18B) High Priority	Economic Development: Technical assistance	18B
Modernize Public Facilities and Infrastructure (Public Facilities and Infrastructure)	Public Facility Rehabilitation (03A, 03B, 03C, 03D, 03E, 03F, 03O, 03S) High Priority	Senior centers	03A
		Handicapped centers	03B
		Homeless facilities (not operating costs)	03C
		Youth centers	03D
		Neighborhood facilities	03E
		Parks and recreational facilities	03F
		Fire stations/equipment	03O
		Facilities for AIDS patients (not operating costs)	03S
	Public Infrastructure Modernization & Safety Improvements (03K, 03L) High Priority	Street improvements	03K
		Sidewalks	03L
	Community Cleanups (04A, 05V) High Priority	Cleanup of contaminated sites	04A
		Neighborhood cleanups	05V
Increase Available Social Services (Public Services)	Basic Services (05A, 05D, 05L) High Priority	Senior services	05A
		Youth services	05D
		Child care services	05L
	Health & Mental Health Services (05F, 05G, 05N, 05O) High Priority	Substance abuse services	05F
		Services for battered and abused spouses	05G
		Services for abused and neglected children	05N
		Mental health services	05O
	Employment training (05H)	Employment training	05H
	Housing Services (03T, 05J, 05Q, 05R, 05T) High Priority	Operating costs of Homeless and HIV/AIDS patients programs	03T
		Fair housing activities	05J
		Subsistence payments	05Q
		Security deposits	05T
		Housing counseling	05U

The following is a status report of the Consolidated Plan Goal target accomplishments, using reported outcomes from PY41 (2015-2016), PY42 (2016-2017), and anticipated outcomes of PY43 (2017-2018).

Consolidated Plan Priority Needs	Consolidated Plan Goals	5-Year Goal Target	% of Goal Target Accomplished*
Increase High Quality and Affordable Housing Opportunities	Residential Rehabilitation	400 rental 30 owner	Rental Units: 32% Owner Units: 33%
	Code Enforcement	10 housing units	0%
Expand Economic Opportunities	Economic Development: Technical Assistance	20 businesses	155%
Modernize Public Facilities and Infrastructure	Public Facility Rehabilitation	50,000 people	30%
	Public Infrastructure Modernization and Safety Improvements	15,000 people	220%
	Community Cleanups	8 acres	280%
Increase Available Social Services	Basic Services	1,500 people	56%
	Health and Mental Health Services	200 people	187%
	Employment Training	100 people	163%
	Housing Services	1,000 people	47%
		400 households	110%

* Based upon actual accomplishments in PY41, PY42, and anticipated accomplishments in PY43

Summary of Qualifying Criteria for CDBG Funding

Program Overview and National Objectives

Funded under the Housing and Community Development Act (HCDA) of 1974 and as amended by the 1987 Act and Administered by U.S. Department of Housing and Urban Development (HUD), Community Development Block Grants (CDBG) are available to urban counties, entitlement cities (population of 50,000 or more) or small cities. The City of Norwalk is an entitlement city and receives an annual allocation of funds directly from HUD. The City has contracted with the Norwalk Redevelopment Agency to administer the CDBG grant program.

All CDBG-funded activities must meet one of the three National Objectives of the CDBG program:

- **Benefit to Low- and Moderate-Income Residents:** Area benefit activities (LMA), Limited clientele activities (LMC), Housing activities (LMH), Job creation/retention activities (LMJ)
- **Prevention or Elimination of Slums or Blight:** Area basis (SBA), Activity needed to complete urban renewal project (SBR), Spot basis (SBS)
- **Urgent Need (URG):** Meeting other community needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs; generally associated with disaster conditions

Qualifying Criteria

In order to qualify for CDBG funding, all activities must principally benefit low and moderate income persons residing within the City of Norwalk. An activity will be considered to principally benefit low and moderate income (LMI) persons if it meets one of the following criteria:

- The activity has an income eligibility requirement that limits the benefits exclusively to LMI persons.
- The activity is designed to serve an area where at least 51% of the residents are LMI.
- The activity involves a facility which is designed for use by senior citizens, youth, persons with disabilities and other special needs populations. Presumed benefit populations include abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS and migrant farm workers.
- The activity has income eligibility restrictions to require that at least 70% of the users or beneficiaries are LMI.
- The activity is directed to the removal of architectural barriers, which restrict the mobility and accessibility of persons with disabilities.
- The activity is designed to create or retain permanent jobs for LMI persons.

Additionally, all qualified activities must address one of the proposed 2015-2019 ConPlan Priority Needs, as defined by the associated Goal(s).

Eligible Subrecipients

A subrecipient is a public or private non-profit agency or organization receiving CDBG funds from a grantee (the City of Norwalk) or another subrecipient to undertake eligible activities. Entities, including public and private for-profit organizations, providing assistance to microenterprises are considered subrecipients. Contractors are not considered subrecipients. Institutions of higher learning may be subrecipients if carrying out CDBG-eligible activities. There is no Federal requirement that an organization incorporate or operate as a nonprofit to obtain tax-exempt status under section 501(c)(3) in order to receive CDBG funds. Faith-based organizations are eligible for CDBG funding on an equal footing with any other organization; however CDBG funds may not be used to support inherently religious activities such as worship or religious instruction and must serve all eligible beneficiaries without regard to religion.

Before disbursing funds to any organization a written agreement must be executed and on file along with a statement of acceptance from the organization's Board of Directors.

Eligible Activities

CDBG matrix codes for eligible activities are grouped by HUD into eight activity categories. Detailed information on the eligible activities within each of these categories is available on the Redevelopment Agency's website. The categories of eligible activities are:

- Acquisition, Disposition, Clearance, Relocation (of Real Property)
- Administration and Planning (including Fair Housing activities)
- Economic Development
- Housing
- Public Facilities and Infrastructure Improvements
- Public Services
- Repayment of Section 108 Loans
- Other

Each proposed project / program must address one of the 2015-2019 ConPlan Priority Needs via its associated Goal(s), as defined by the CDBG matrix code.

A cash leveraging ratio of \$2.00 for each \$1.00 of CDBG resources sought for public service projects, and \$1.00 for each \$1.00 of CDBG resources sought for public facility, housing and economic development projects is expected to be detailed in the Application's budget form.

Public facility improvement or housing rehabilitation activities receiving CDBG funds must be "shovel-ready." Public service, economic development and other activities must be ready to move upon execution of their CDBG contract. Grantees having drawn less than 51% of their CDBG award by March 30 may not qualify for a contract extension.

CDBG awards are dispersed by the Redevelopment Agency on a reimbursement basis. Sub-recipients of these funds are required to submit evidence of expenses prior to receiving these reimbursements. Organizations which do not have the financial capacity to front the costs of their program until reimbursements are made (usually on a quarterly basis) are encouraged to partner with organizations that can assist with bridging this gap. Further, funding is released commensurate with the proportion of total promised beneficiaries served (a minimum of 51% of these beneficiaries, whether households or individuals, must be low and moderate income).

Ineligible Activities

Generally ineligible uses of CDBG funds are:

- Equipment – The purchase of equipment with CDBG funds is generally ineligible. Equipment is defined by HUD (24 CFR part 85) as "tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit."
- Operating and Maintenance Expenses – Costs associated with the repair, maintenance, or operation of public facilities and the maintenance of physical improvements are ineligible.
- Religious Structures – CDBG funds may not be used for the acquisition or physical improvement of buildings owned by religious entities and used by religious or other entities for religious purposes.

- Government Structures – CDBG funds may not be used for renovating buildings owned by government and used to conduct legislative, judicial or administrative affairs of government (unless for the purposes of improving handicap accessibility in those buildings which are open to the public)
- New Construction – CDBG funds may not be used for constructing new housing units.
- Income Payments – CDBG funds may not be used for income payments (a series of subsistence-type payments to an individual or family for items such as food, clothing, housing or utilities)

Funding Restrictions and Targeting of Resources

Per HUD statutory caps on the usage of CDBG funds, funds may be used in the following manner:

- Public Service Programs – A maximum of 15% of the entitlement grant, 15% of the non-revolving program income and any funds available from the reprogramming of previous years' public service programs shall be available to organizations seeking funding for public service programs
- Planning and Administration – A maximum of 20% of the entitlement grant and 20% of the total program income shall be available for community planning and administration of the CDBG program.
- Economic Development, Housing and Public Facilities – The amount remaining from the total funds available net of public services and planning and administration.
 - Applicants other than the Norwalk Redevelopment Agency – 43% of all economic development, housing and public facility funds available
 - Norwalk Redevelopment Agency – The Redevelopment Agency is tasked as the housing and community development entity for the City of Norwalk. As such, a minimum of 57% of funds available for economic development, housing and public facilities will be reserved to carry out the priority projects of the City by the Redevelopment Agency. Any realized program income will be added to the total funds available for the following program year.
 - *Walk Bridge Business Mitigation Plan – The City of Norwalk is reserving \$100,000 to mitigate negative effects to businesses in the South Norwalk area as a result of the Walk Bridge project. The mitigation plan will help address the ConPlan priority need of economic development and matrix code 18A: Economic Development Assistance to For-Profits as well as business retention and low/moderate income job creation and retention.*

Eligible Income Limits

The eligible income limits are updated annually by HUD and may vary at the beginning of the PY44 program year. LMI households are those earning less than 80% of the Area's Median Income (AMI). At the time of this writing, the eligible income limits are as follows.

	1 person	2 people	3 people	4 people	5 people	6 people	7 people	8 people
30%	\$ 29,500	\$ 33,700	\$ 37,900	\$ 42,100	\$ 45,500	\$ 48,850	\$ 52,250	\$ 55,600
50%	\$ 49,150	\$ 56,200	\$ 63,200	\$ 70,200	\$ 75,850	\$ 81,450	\$ 87,050	\$ 92,700
80%	\$ 79,950	\$ 91,400	\$ 102,800	\$ 114,250	\$ 123,350	\$ 132,500	\$ 141,650	\$ 150,800

The following groups of people are considered to be presumed beneficiaries and are not subject to income calculations, unless that information is available:

- Abused children
- Battered spouses
- Severely disabled adults
- Homeless persons
- Illiterate adults
- Persons with AIDS
- Migrant farm workers
- Elderly

Eligible Target Areas for Assistance

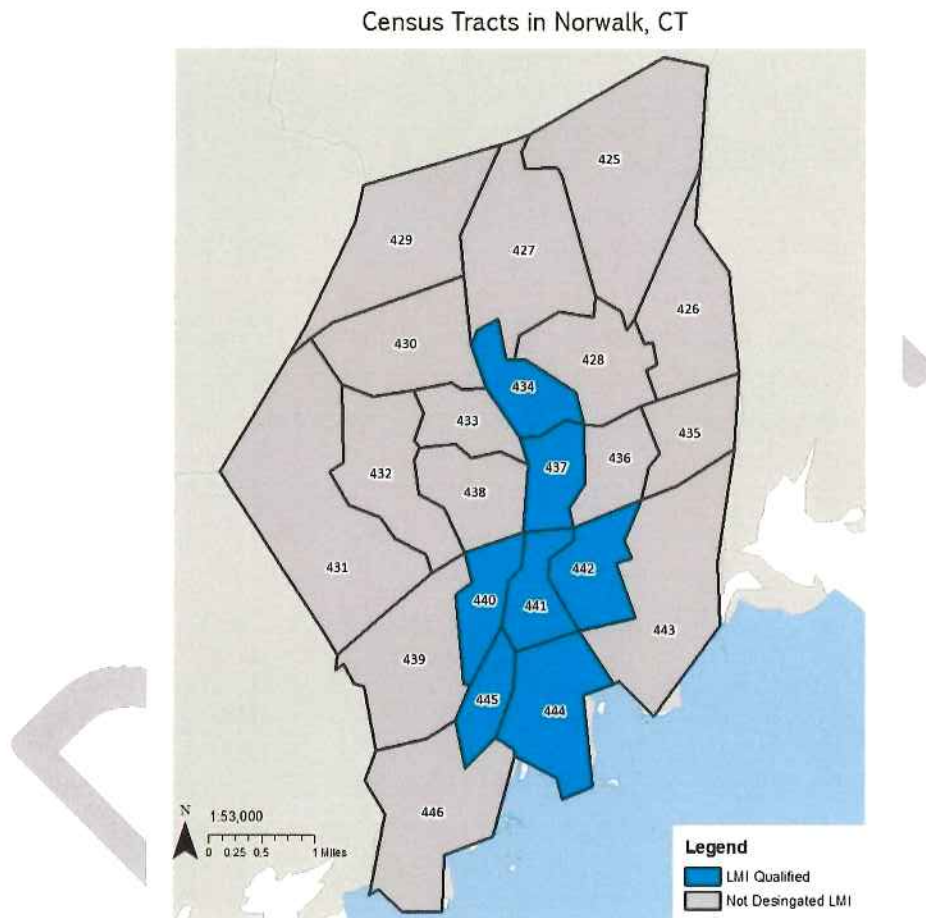
The City has 7 census tracts designed by HUD as "LMI". Projects seeking to provide an area benefit may only provide services in one or more of these tracts.

Census Tract #	434	437	440	441	442	444	445
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The "Choice Neighborhood" district is designated as a "Target Area" and is defined by Concord Street to the south, Dr. Martin Luther King, Jr. Drive to the west, Washington Street to the north and Water Street to the east.

Census Tract Map

The following map identifies the location of the City's 7 LMI census tracts as well as the other census tracts. Activities may be provided to residents in other census tracts, but each applicant must qualify based on income eligibility.



The 2018 Qualified Census Tracts (QCTs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2009-2013; 20010-2014; and 2011-2015.

Public Service Projects

Public Service projects are activities that provide a direct service to low and moderate income households. These activities (programs) are distinguished from other eligible activities by the requirement for LMI beneficiaries to make application for the service and be determined as income eligible through an income verification process. CDBG regulations limit the amount of funds the City can use to support Public Service activities to no more than 15% of its annual CDBG allocation to fund public service activities.

Public service activities include, but are not limited to, those concerned with employment, crime prevention, education, child care, health, and recreational needs. Public service projects must be new or propose a quantifiable increase in the level of service above which has been provided by or on behalf of the City during the previous program year.

Housing Activities

Projects and activities funded with CDBG dollars must be planned in order to minimize the displacement of residents. In the event displacement occurs, the City will notify affected persons and provide assistance consistent with the provisions of the Federal Uniform Relocation Act and all other applicable government regulations. Cost of relocation will be the responsibility of the organization/subgrantee.

Rehabilitation work will require the completion of a successful environmental review.

Non-Housing Community Development and Public Facility Improvements

Activities that involve public facilities and improvements are eligible if they meet any one of the following criteria:

- Provide public facility improvements in an LMI census tract
- Provide services exclusively to a majority of low income and/or special needs populations.
- Provide facilities such as community and senior centers, recreation facilities, facilities for persons with disabilities and removal of architectural barriers where services are provided to a majority of low income persons.

A public facility is a structure that is owned or operated by a public or not-for-profit entity and used primarily as a site for the delivery of services to low- and moderate-income persons, persons with disabilities, or the elderly.

Projects involving construction may be subject to a payment of prevailing wages under the Davis-Bacon Act. Once the Act is triggered, there can be no waiver of this requirement by the City to reduce project costs. Certain federal language and requirements must be included in the competitive bidding package for the scope of work to be performed.

Timely Expenditure of Funds

All organizations will be expected to expend 100% of CDBG funds granted during the program year. Organizations which have not yet secured full financing for a project are encouraged to submit an application in the following program year, when the project is "shovel ready" or ready to begin programming. "Shovel ready" means that all funding has been secured or will be available within 90 days and the project will be "underway." Specific examples of underway (ready to encumber funds and expend them in a timely manner during the program year) include:

- Design phase completed and ready to begin a bid process
- Bidding completed using relevant prevailing wages for labor costs and construction can proceed when funds are encumbered

- Purchase offer has been accepted or can be made as soon as funds can be encumbered

Sub-grantees having drawn less than 51% of their award by March 30 of the program year will not qualify for a contract extension. All funds allocated to projects and programs that are not expended by June 30 of the program year will be reprogrammed in future grant programs.

CDBG awards are dispersed on a reimbursement basis; sub-recipients of these funds are required to submit evidence of expenses prior to receiving these reimbursements. Organizations which do not have the financial capacity to front the costs of their program until reimbursements are made are encouraged to partner with organizations that can assist with bridging this gap. Further, funding is released commensurate with the proportion of total promised beneficiaries served (a minimum of 51% of these beneficiaries, whether households or individuals, must be low and moderate income).

Monitoring Requirements of Funded Organizations

Organizations receiving funding must comply with the following monitoring requirements:

- Timely submission of quarterly reports detailing progress made, goals and beneficiaries served via the online WebGrants grant management system
- Timely submission of requests for reimbursement of eligible program costs (with all required attachments) via the online WebGrants grant management system
- Timely response to all communication regarding the CDBG grant from Redevelopment Agency staff

For the purpose of this grant “timely” means: by the designated due date (agreed upon in the project / program contract), or within three business days of Agency communication.

Organizations which are not timely may face cancellation of their project / program. At minimum, a meeting will be scheduled between the organization and the Agency in order to identify obstacles to compliance and prevent future issues.

Site visits / in-person monitoring will be scheduled for all organizations having not received CDBG funding in at least one of the previous three program years (PY41, PY42, or PY43). Site visits will be scheduled with any other organizations by request. Monitoring visits will be scheduled with organizations exhibiting any of the following warning signs:

- Repeated (more than once) incomplete data submission
- Repeated (more than once) lack of responsiveness
- Public or media questions regarding the project / program
- Repeated (more than once) missed deadlines
- Discrepancy between data submitted and progress made
- Inadequate accomplishments per funds spent

Evaluation Criteria

Applications will be reviewed by Redevelopment Agency staff for completeness and eligibility following the "ConPlan funding criteria" detailed previously. Funding recommendations will be made by the Planning Committee of Norwalk's Common Council, made available for public comment and ultimately approved by the City's Common Council prior to submission to HUD for approval.

Conflict of Interest

Pursuant to Title 24, §570.611 of the Code of Federal Regulations, no persons who exercise any functions or responsibilities with respect to HUD-funded activities, or who are in a position to participate in the decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HUD-funded activity, or have a financial interest, including compensation, in any contract, subcontract or agreement with respect to a HUD-funded activity, or with respect to the proceeds of a HUD-funded activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after. HUD defines "family ties" as the spouse, parent (including stepparent), child (including stepchild), brother, sister (including stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person, regardless of whether the relation is by blood, marriage or adoption.

Conflicts of Interest are identified in two ways: applicant identification in the application and self-disclosure by an elected official on the Public Disclosure Form.

Conflicts of Interest may jeopardize the organization's ability to receive funding. Elected officials with a conflict of interest, but having received an "exception" from HUD (request for an exception must be submitted in advance and in writing to HUD), must withdraw from the decision making process with respect to the organization. Exceptions may be requested on the basis of seven factors:

- Significant cost benefit or essential expertise to the project
- Opportunity for open competitive bidding or negotiation
- Person affected is a member of a low or moderate income class of persons intended to be beneficiaries of the assisted activity (exception will permit such person to receive the same benefits as the class).
- Person affected has withdrawn from his or her functions or responsibilities or the decision making process with respect to the assisted activity.
- Interest or benefit was present before affected person was in the "conflicting" position.
- Undue hardship to recipient or person affected when weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

Resources and Glossary of Terms

The City of Norwalk's CDBG program documents and selected reference documents are available on the Redevelopment Agency's website: <http://www.norwalkct.org/1412/Community-Development-Block-Grant>.

Interested organizations may find aspects of the following HUD training document helpful, particularly in detailing eligible activities. The training is available via HUD: <https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/>.

The following "Guide to National Objectives and Eligible Activities..." organizes eligibility requirements in an accessible and understandable format, provides explanatory materials and provides guidance on the factors to be considered in selecting among alternative categories of eligible and national objectives. <https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>

Understanding the following definitions and criteria may ease the application process:

- **Affirmatively Furthering Fair Housing.** The Fair Housing Act specifies that HUD, and by extension, CDBG funding recipients, must administer programs and activities in a manner that affirmatively furthers Fair Housing. Proposals for housing related activities will need to identify how the project furthers Fair Housing.
- **Area Benefit.** Activities providing benefits that are available to all the residents of a particular area, at least 51% of whom are LMI. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion. Norwalk's low/moderate-income census tracts are 0434, 0437, 0440, 0441, 0442, 0444 and 0445.
- **Household.** A household is defined as all persons who occupy a single housing unit.
- **Income.** Income is defined as any form of financial support received by a person or household including wages, salaries, tips, and commissions; self-employment including proprietorships and partnerships; interest, dividends, net rental income or income from estates and trusts; Social Security, pension, or other forms of public assistance; veterans payments; unemployment compensation; and alimony or child support.
- **Low and moderate income.** Low- and moderate-income persons are defined as persons residing in households with total gross household income at or below the HUD-established moderate income (80% of the area's median income) threshold for a household of that size. A minimum of 51% of the funding for any single CDBG-funded activity must serve low and moderate income beneficiaries.
- **Non-Discrimination.** Federal laws prohibit discrimination on the basis of race, color, religion, gender, age, national origin, disability and familial status for any program or project receiving federal assistance; this includes CDBG funding.
- **Objective Measurements.** HUD has implemented a Performance Outcome Measurement System which requires grantees and sub-grantees to identify an Objective Measurement.

- **Creating Suitable Living Environments** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Affordable Housing** focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities** applies to activities related to economic development, commercial revitalization, or job creation.
- **Outcome Measurements.** HUD's Performance Outcome Measurement System also requires grantees and sub-grantees to identify an Outcome Measurement.
 - **Availability/Accessibility** applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to low- and moderate-income people where they live.
 - **Affordability** applies to activities that provide affordability in a variety of ways to low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household.
 - **Sustainability** applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Rehabilitation.** Rehabilitation is defined as physical improvements to existing housing structures. A minimum of 51% of the units within a CDBG-funded rehabilitation project must be occupied by LMI persons. Occupants of rental units must not have rental payments (inclusive of utilities) that exceed 33% of the household's adjusted gross income.