COMMON COUNCIL **AGENDA** **NOVEMBER 24, 2020**
NORWALK, CONNECTICUT **7:30 PM EST** **VIA TELECONFERENCE**

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

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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: November 4, 2020
Regular Meeting: November 10, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR’S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: November 12, 2020

2. For informational purposes only: Narrative on Tax Collections dated November 12, 2020.

3. For informational purposes only: Monthly Tax Collector's Report Dated: October 2020.

4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to accept the CTCL COVID-19 Response Grant in the amount of $51,714.00.

B. PUBLIC WORKS COMMITTEE

1. Approve the request for the Honorary naming of the portion of Water Street from the intersection of Raymond Street to the Intersection of Concord Street to Fire Chief Anderson Drive.

C. PLANNING COMMITTEE

1. Approve the amendments to the PY45 Annual Action Plan and authorize the Mayor, Harry W. Rilling, to execute any and all documents associated with its submission to HUD.

D. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Odyssey Learning, Inc. to provide for Child Day Care grant funding in the amount of $460,598.81 for FY2021 and $628,410.09 for FY2022 for eligible program expenses.

2. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Growing Seeds Too Child Development Center, Inc., to provide for Child Day Care grant funding in the amount of $476,890.45 for FY2021 and $650,637.41 for FY 2022 for eligible program expenses.

3. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Trinity CDC, Inc., to provide for Child Day Care grant funding in the amount of $70,861.36 for FY 2021 and $96,678.48 for FY 2022 for eligible program expenses.

4. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Connecticut Institute for Communities, Inc. (CIFC) (Greater Norwalk Head Start) to provide for Child Day Care grant funding in the amount of $95,410.81 for FY 2021 and $130,413.29 for FY 2022 for eligible program expenses.

5. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Stepping Stones Museum for Children, Inc. to provide for Child Day Care grant funding in the amount of $26,573.01 for FY 2021 and $36,254.43 for FY 2022 for eligible program expenses.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

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CITY OF NORWALK
COMMON COUNCIL
SPECIAL MEETING
NOVEMBER 4, 2020
VIA TELECONFERENCE

Mayor Rilling called the meeting to order at 7:01 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. <u>ROLL CALL</u>

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

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

At Roll Call there were 13 (thirteen) Common Council members present and two (2) absent (Mr. Theodoridis and Ms. Young). A Quorum was present.

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

II. **MAYOR**

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS:

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

KELLY BLOOM, REDEVELOPMENT AGENCY

Mr. Kydes spoke in support of this appointment and thanked Mr. Serrano for his 16 years of service on the Redevelopment Agency.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

** **MS. SHANAHAN MOVED TO APPROVE THE FOLLOWING APPOINTMENT:**

LAURIE JONES, HARBOR MANAGEMENT COMMISSION

Ms. Shanahan and Mr. Livingston spoke in support of the appointment.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

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

JENNIFER MCALLISTER, OAK HILLS

Mr. Kydes spoke in support of the appointment and thanked Ms. Johnson for bringing Ms. McAllister's name forward.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

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

BARRY BELARDINELLI, HISTORICAL COMMISSION

Ms. Smyth spoke in support of the appointment.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

Mayor Rilling asked if any of those who were newly appointed or reappointed wished to make a comment. No one wished to make a comment.

REAPPOINTMENTS:

** **MR. KEEGAN MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT:**

ALICE MCQUAID, TRANSIT DISTRICT

Mr. Keegan and Mr. Kydes spoke in support of the reappointment.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

** **MR. HEUVELMAN MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT:**

MARILYN ALTMAN, ZONING BOARD OF APPEALS

Mr. Heuvelman spoke in support of the reappointment.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MR. KYDES; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

Mayor Rilling thanked everyone for their willingness to serve. He asked those appointed and reappointed this evening to contact Ms. King to make arrangements for her to administer the Oath of Office.

Mayor Rilling congratulated those who were elected and thanked those who put their names forward.

III. **ADJOURNMENT**

** **MR. LIVINGSTON MOVED TO ADJOURN**
** **MOTION PASSED UNANIMOUSLY BY VOICE VOTE**

There was no further business and the meeting was unanimously adjourned at 7:23 p.m.

ATTEST:____________________________
Donna King, City Clerk

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CITY OF NORWALK
COMMON COUNCIL
NOVEMBER 10, 2020
VIA TELECONFERENCE

Mayor Rilling called the meeting to order at 7:30 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. **ROLL CALL**

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

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

At Roll Call there were 14 (fourteen) Common Council members present and one (1) absent (Mr. Burnett). A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 27, 2020

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY BY A SHOW OF HANDS**

III. PUBLIC PARTICIPATION

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

Ms. King read a letter submitted by Ms. Diane Lauricella related to items under Land Use and Building Management. She requested withholding the approval on the new Norwalk High School project until energy measures are part of the design and that bathrooms are included in the Science wing. Ms. Lauricella said that regarding the removal of the underground storage tanks, the City could have realized a large savings if they had phased in the removal of the tanks over the years. She added that the City and the Board of Education need to make a list of all underground storage tanks.

Ms. Sandra Miklave, Executive Director of the Norwalk Symphony Orchestra spoke in support of re-naming a portion of the hall in City Hall after Ms. Anita Behnken. She said this was an opportunity to remember Ms. Behnken and all she did for the City. Ms. Miklave said she respectfully requested that the Common Council honor this request.

IV. **MAYOR**

A. RESIGNATIONS AND APPOINTMENTS RESIGNATIONS:

APPOINTMENTS: There were no appointments this evening.

REAPPOINTMENTS: There were no reappointments this evening.

MAYOR'S REMARKS:

Mayor Rilling said that Covid 19 impacted City Hall. The Town Clerk and Tax Collctor's offices are closed along with the Tax Collector window. Staff are working remotely. City Hall is open to the public by appointment only.

Mayor Rilling said that tomorrow is an important day. It is Veteran's Day. The Veteran's Liaison Committee will be holding a brief ceremony at Veteran's Park. Norwalk is in the Red Zone and no other activities are planned.

The City of Norwalk is one of 17 municipalities to qualify for a Bronze Certification from Sustainable CT. Mayor Rilling thanked the City employees for their hard work.

Mayor Rilling said he was notified that some of the tests are taking longer than normal. He noted that Covid 19 testing is available in Norwalk.

There was an event at Veteran's Park yesterday where food, including 1,200 turkeys were distributed. Mayor Rilling said there have been several food drives. He said that Mr. Burnett and Ms. Shanahan attended yesterday's food drive. He added that Ms. Young and Mr. Roberts have attended all these events. He thanked those who came out to help.

V. **COUNCIL PRESIDENT**

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth said that this was the first Common Council meeting following an election. She said her term was up and thanked the members of the Common Council for the opportunity to serve as President.

Ms. Smyth noted they were challenges due to Covid 19 and thanked the IT Department and Mr. Manzi. She said that as an educator, this was a real learning experience for her and a great honor.

Ms. Smyth took nominations for the next Common Council president.

Mr. Langella thanked Ms. Smyth for her service.

Mr. Langella nominated Mr. Sacchinelli as Common Council president and spoke in support of the nomination.

Ms. Smyth asked if there were any other nominations.

Mr. Kydes also spoke in support of Mr. Sacchinelli's nomination.

Ms. Smyth asked three times if there were any other nominations. Hearing none, she closed the nominations.

** **MR. LANGELLA MOVED TO APPOINT MR. SACCHINELLI COMMON COUNCIL PRESIDENT**

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

Mr. Sacchinelli thanked everyone for their support. He thanked Ms. Smyth who led the Common Council during Covid 19 and said she did an outstanding job.

Mr. Sacchinelli announced the following:

Majority Leader: John Kydes
Minority Leader: Thomas Keegan

Mr. Sacchinelli congratulated Mr. Kydes and Mr. Keegan.

B. CONSENT CALENDAR:

** **MR. LIVINGSTON MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. **REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF OCTOBER 13, 2020, ITEM VII.A.7 TO ADD ACCOUNTS DESIGNATED FOR STATE PROJECT 102-360 TRAFFIC SIGNAL UPGRADE AND INSTALLATION OF DYNAMIC MESSAGE SIGNS. ACCOUNT NO. 09 21 4120 5777 C0232

2. TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF MARCH 12, 2019, ITEM VII.C.4 TO ADD ACCOUNTS DESIGNATED FOR PROJECT PM2019-1 PAVEMENT MANAGEMENT PROGRAM. ACCOUNT NO. 09 20 4021 5777 C0503 09 21 4021 5777 C0503

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

2A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE SILVERMINE ELEMENTARY SCHOOL, ASBESTOS ABATEMENT PROJECT.

2B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE SILVERMINE ELEMENTARY SCHOOL, ASBESTOS ABATEMENT PROJECT.

2C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE SILVERMINE ELEMENTARY SCHOOL, ASBESTOS ABATEMENT PROJECT.

3A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE NATHAN HALE MIDDLE SCHOOL UNDERGROUND STORAGE TANK REMOVAL PROJECT.

3B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE

NATHAN HALE MIDDLE SCHOOL UNDERGROUND STORAGE TANK REMOVAL PROJECT.

3C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE NATHAN HALE MIDDLE SCHOOL UNDERGROUND OIL TANK REMOVAL PROJECT.

4A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE KENDALL ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REMOVAL PROJECT.

4B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE KENDALL ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REMOVAL PROJECT.

4C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE KENDALL ELEMENTARY SCHOOL UNDERGROUND OIL TANK REMOVAL PROJECT."

5A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE ROTON MIDDLE SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

5B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE ROTON MIDDLE SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

5C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF

ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE ROTON MIDDLE SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

6A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE FOX RUN ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

6B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE FOX RUN ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

6C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE FOX RUN ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

7A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE NARAMAKE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

7B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE NARAMAKE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

7C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE NARAMAKE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

8A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE

BUILDING COMMITTEE WITH REGARD TO THE ROWAYTON ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

8B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE ROWAYTON ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

8C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE ROWAYTON ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

9A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE SILVERMINE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

9B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE SILVERMINE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

9C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE SILVERMINE ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

10A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE TRACY ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

10B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF

SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE TRACY ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

10C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE TRACY ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

11A. RESOLVED, THAT THE NORWALK LAND USE & BUILDING MANAGEMENT COMMITTEE IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE WOLFPIT ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

11B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE WOLFPIT ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

11C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE WOLFPIT ELEMENTARY SCHOOL UNDERGROUND STORAGE TANK REPLACEMENT PROJECT.

13. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH NEWFIELD CONSTRUCTION, INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE CRANBURY ELEMENTARY SCHOOL – NEW CONSTRUCTION PROJECT. TERMS OF THE AGREEMENT SHALL INCLUDE THE FOLLOWING:

A. PRE-CONSTRUCTION PHASE SERVICES (INCLUDING REIMBURSABLE ALLOWANCE) $76,000.00
B. CM FEES (PERCENTAGE OF TOTAL TRADE BIDS) 1.12%
C. CM CONTINGENCY (% OF TOTAL TRADE BIDS) 1.50%
FOLLOWING THE BIDDING PROCESS, FINAL CONTRACT (GMP) WILL BE SUBMITTED TO THE COMMON COUNCIL FOR APPROVAL. ACCT. #09215010 5777 C0786

14. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH A.V. TUCHY, INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE NARAMAKE ELEMENTARY SCHOOL – KITCHEN ADDITION AND INTERIOR RENOVATION PROJECT. TERMS OF THE AGREEMENT SHALL INCLUDE THE FOLLOWING: · PRE-CONSTRUCTION PHASE SERVICES (INCLUDING REIMBURSABLE ALLOWANCE) FOR $10,000, · CM FEES (% OF TOTAL TRADE BIDS) AT 4.00%, · CM CONTINGENCY (% OF TOTAL TRADE BIDS) AT 5.00% · GENERAL CONDITIONS COSTS FOR $156,975.00 (TO BE FINALIZED DURING EXECUTION OF GMP AMENDMENT). FOLLOWING THE BIDDING PROCESS, FINAL CONTRACT AMOUNT (GMP) WILL BE SUBMITTED TO THE COMMON COUNCIL FOR APPROVAL. ACCT. #09215010 5777 C0788

15. AUTHORIZED THE MAYOR, HARRY W. RILLING, TO EXECUTE AN INTERIM LICENSE AGREEMENT WITH THE RIVERBROOK REGIONAL YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. (YMCA) FOR THE OCCUPANCY OF PORTIONS OF 98 SOUTH MAIN STREET BUILDING IN ORDER TO PROVIDE NEEDED COMMUNITY SERVICE PROGRAMS. AGREEMENT PERIOD SHALL BE FROM JANUARY 1, 2021 TO JUNE 30, 2021. TERMS OF THE AGREEMENT SHALL BE AS SET FORTH IN ALAN LO'S MEMO DATED OCTOBER 29, 2020

16. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH GUARDIAN SERVICE INDUSTRIES INC. TO PROVIDE BUILDING MANAGEMENT SERVICES (INCLUDING MANAGEMENT, ENGINEERING AND JANITORIAL SERVICES) FOR VARIOUS MUNICIPAL FACILITIES FROM JANUARY 1, 2021 TO JUNE 30, 2026 (BASE PERIOD) WITH TWO ADDITIONAL 1-YEAR RENEWAL OPTIONS. ANNUAL FEE SHALL BE AS FOLLOWS FOR A TOTAL NOT TO EXCEED:
JAN 1, 2021- JUN 30, 2021 (6 MO) $ 944,093.61
JUL 1, 2021 – JUN 30, 2022 $ 1,929,843.73
JUL 1, 2022 – JUN 30, 2023 $ 1,984,170.83
JUL 1, 2023 – JUN 30, 2024 $ 2,042,014.56
JUL 1, 2024 – JUN 30, 2025 $ 2,106,849.46
JUL 1, 2025 – JUN 30, 2026 $ 2,170,956.58
JUL 1, 2026 – JUN 30, 2027 (OPTION) $ 2,238,065.44
JUL 1, 2027 – JUN 30, 2028 (OPTION) $ 2,307,215.14
FUNDS ARE AVAILABLE FROM VARIOUS OPERATING BUDGET ACCOUNTS.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GILL & GILL ARCHITECTS, LLC (SOLE SOURCE) FOR THE REPAIR OF EXTERIOR DOORS AND WINDOW FLASHINGS IN THE GALLAHER MANSION AT CRANBURY PARK FOR AN AMOUNT NOT TO EXCEED $26,160.00. ACCOUNT #0921-6030-5777-C0366

D. FINANCE AND CLAIMS COMMITTEE

1. AUTHORIZE THE CHIEF FINANCIAL OFFICER TO EXECUTE AN UP-TO FORTY-EIGHT (48) MONTH AGREEMENT WITH THE QUALIFIED LOWBIDDER(S) FOR PROJECT #4074: ELECTRICITY GENERATION SUPPLY SERVICE FOR CITY LOCATIONS.

E. PLANNING COMMITTEE

2. APPROVE THE AMENDMENTS TO THE 2020-2024 CONSOLIDATED PLAN AND PY 46 ANNUAL ACTION PLAN AND AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH ITS SUBMISSION TO HUD.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VII. **COMMON COUNCIL COMMITTEES**

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

** **MR. LIVINGSTON MOVED TO APPROVE TO DEDICATE A PORTION OF THE FIRST FLOOR CORRIDOR BETWEEN THE VETERANS HALL OF HONOR AND THE COMMUNITY ROOM IN MEMORY OF MS. ANITA BEHNKEN AS A LONG-SERVING MEMBER OF THE NORWALK SYMPHONY, HER DEDICATION TO MUSIC AND TO THE CITY OF NORWALK'S MUSIC COMMUNITY.**

Mr. Livingston spoke in support of this item. He said that it was quite remarkable to see what Ms. Behnken has done and what the Norwalk Symphony Orchestra has accomplished. Ms. Behnken was an integral part of the Norwalk Symphony Orchestra. He noted that since this is a naming action, a super majority vote is required.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

Mayor Rilling thanked Ms. Miklave for all she does on behalf of the Norwalk Symphony Orchestra. Ms. Miklave thanked the Mayor, Common Council members and the Land Use and Building Management Committee for agreeing to this request.

** **MR. LIVINGSTON MOVED TO APPROVE THE FOLLOWING RESOLUTIONS:**

12A. RESOLVED, THAT THE LAND USE AND BUILDING MANAGEMENT COMMITTEE OF THE NORWALK COMMON COUNCIL IS HEREBY ESTABLISHED AS THE BUILDING COMMITTEE WITH REGARD TO THE NEW NORWALK HIGH SCHOOL, NEW SCHOOL CONSTRUCTION PROJECT.

12B. RESOLVED, THAT THE NORWALK COMMON COUNCIL HEREBY AUTHORIZES AT LEAST THE PREPARATION OF SCHEMATIC DRAWINGS AND OUTLINE SPECIFICATIONS FOR THE NEW NORWALK HIGH SCHOOL, NEW SCHOOL CONSTRUCTION PROJECT.

12C. RESOLVED, THAT THE CITY OF NORWALK COMMON COUNCIL AUTHORIZES THE CITY OF NORWALK BOARD OF EDUCATION TO APPLY TO THE COMMISSIONER OF ADMINISTRATIVE SERVICES AND TO ACCEPT OR REJECT A GRANT FOR THE NEW NORWALK HIGH SCHOOL PROJECT, NEW SCHOOL CONSTRUCTION PROJECT.

Mr. Livingston said that this is the next step on the project related to the new Norwalk High School. He explained that there will be three schools, each with its own identity. Due to this innovative approach, the State approved special legislation sponsored by Senator Duff where there will be a reimbursement of up to 80%. The project was budgeted at $225 million, but the State approved $189 million.

Mr. Giuliano explained that the Legislators approve around $36 million less than requested. He said that when they heard about the amount that was approved, the team took a good hard look at the estimate, size and space of the school. They also looked at the materials and recent projects that were bid in Fairfield County recently. They were able to get the project cost down to $189 million. He suggested moving forward with the design of the pool as an add alternate. As the design develops, the estimates become more accurate. If it looks like they can afford the pool, they will move forward with building the pool.

Mr. Keegan said that they are in the design phase of this building which should be a crown jewel, but they are already looking to make sacrifices. He said that he is not comfortable with that and asked if there is enough money to build this high school.

Mr. Giuliano said that he feels they have enough money and they are not sacrificing any programs. He said they are going to move forward with the design. They have not selected an architect or construction manager yet. As they move forward with the design they will have a more accurate estimate. If they have the money, they will put the pool in the plans and construct it.

** **MOTION PASSED BY ROLL CALL VOTE WITH THIRTEEN (13) IN FAVOR (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (10) VOTE IN OPPOSITION (MR. KEEGAN)**

E. PLANNING COMMITTEE

** **MR. KYDES MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER A CONTRACT WITH DORENBURG KALLENBACH ADVERTISING TO PROVIDE TOURISM AND BRANDING MARKETING SERVICES IN A SUM NOT TO EXCEED $100,000. ACCOUNT #09 21 3780 5777 C0780**

Mr. Kydes explained that the department was created following the re-organization of the City departments. He said that this is a good opportunity to attract new businesses and people to Norwalk. There were over 13 responses to the RFP.

** **MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE (MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN)**

VIII. **RESOLUTIONS FROM COMMON COUNCIL**

There were none this evening.

IX. **MOTIONS POSTPONED TO A SPECIFIC DATE**

There were none this evening.

X. **SUSPENSION OF RULES**

There were none this evening.

XI. **ADJOURNMENT**

**** MR. LANGELLA MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY BY A SHOW OF HANDS**

There was no further business and the meeting was unanimously adjourned at 8:19 p.m.

ATTEST:______________________________
Donna King, City Clerk

VII.A

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE — APPROVED BY TAX COLLECTOR

MOTOR VEHICLE

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
ALAIMO JOANNE SINGER	19-MV-301474	($17.59)	PRORATION
ALVARADO MIRIAN ROSALIA	19-MV-302056	($12.94)	PRORATION
BED BATH AND BEYOND INC	19-MV-305380	($180.17)	PRORATION
BETTS SUZANNE HAYES	18-MV-305973	($98.90)	PRORATION
BIRKHAN DONNA M	19-MV-306290	($24.34)	PRORATION
BLUMENTHAL MAGGIE FRANKLIN	19-MV-306553	($15.95)	PRORATION
BROOKSTONE CONTRACTING LLC	19-MV-307520	($1,736.58)	PRORATION
BROWN JAMES C	19-MV-307636	($184.42)	PRORATION
BYRNE KAREN A	19-MV-308404	($20.64)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311637	($313.52)	PRORATION
	19-MV-311720	($31.91)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311473	($400.75)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311774	($449.70)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311665	($65.41)	PRORATION
CCAP AUTO LEASE LTD	19-MV-311463	($460.18)	PRORATION
COMITO CHRISTIAN	19-MV-313794	($21.75)	PRORATION
DAIMLER TRUST	19-MV-315907	($91.54)	PRORATION
DAIMLER TRUST	19-MV-315827	($439.80)	PRORATION
DAIMLER TRUST	19-MV-315950	($601.13)	PRORATION
DALESSIO VINCENT P	19-MV-316038	($12.25)	PRORATION
DAVILA GONZALEZ LINCOLN MANUEL	19-MV-316464	($11.72)	PRORATION
ENTERPRISE FM TRUST	19-MV-320861	($98.22)	PRORATION
	19-MV-320829	($184.24)	PRORATION
	19-MV-320830	($123.11)	PRORATION

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
EPSTEIN ELIZABETH ELLEN	19-MV-320923	($15.49)	PRORATION
E-Z WAY TRANSPORTATION LLC	19-MV-319619	($315.62)	PRORATION
FALCONE EILEEN M	19-MV-321671	($14.65)	PRORATION
GHOFRANY SHUKRULLA	19-MV-326108	($72.04)	PRORATION
GONZALEZ DAVID S	19-MV-327060	($59.52)	PRORATION
GONZALEZ-PERALTA JOSE JESUS	19-MV-327019	($85.10)	PRORATION
GRILLO PAUL C	19-MV-328073	($11.21)	PRORATION
GUMMER DANIEL JOHN	19-MV-328489	($31.84)	PRORATION
	19-MV-328488	($55.50)	PRORATION
HALL WILLARD BRADLEY	19-MV-328937	($73.92)	PRORATION
HONDA LEASE TRUST	19-MV-331059	($32.57)	PRORATION
	19-MV-331253	($63.80)	PRORATION
	19-MV-331331	($37.28)	PRORATION
	19-MV-331688	($39.68)	PRORATION
HONDA LEASE TRUST	19-MV-331010	($102.75)	PRORATION
	19-MV-331115	($29.05)	PRORATION
	19-MV-331560	($40.77)	PRORATION
HONDA LEASE TRUST	19-MV-331111	($58.43)	PRORATION
	19-MV-331658	($54.99)	PRORATION
	19-MV-331958	($320.81)	PRORATION
HONDA LEASE TRUST	19-MV-SEE BACK UP	($873.17)	PRORATION
HONDA LEASE TRUST	19-MV-331525	($112.32)	PRORATION
HONDA LEASE TRUST	19-MV-331827	($324.62)	PRORATION
HONDA LEASE TRUST	19-MV-SEE ATTACHED	($1,683.28)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332564	($110.20)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332930	($34.45)	PRORATION

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE **APPROVED BY TAX COLLECTOR**

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
	19-MV-332971	($21.94)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-SEE ATTACHED	($1,211.21)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332978	($57.36)	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332604	($139.88)	PRORATION
	19-MV-332620	($137.39)	PRORATION
JACOB JEAN M	19-MV-333716	($34.51)	PRORATION
KAMRATH RAYMOND WILLIAM	19-MV-336316	($31.87)	PRORATION
KAMRATH SARAH	19-MV-336317	($45.76)	PRORATION
KOGAN BORIS	19-MV-337577	($25.86)	PRORATION
KURPINOWICZ PITOR	18-MV-337803	($30.42)	PRORATION
LABORERS INTL UNION OF N	19-MV-338385	($40.35)	PRORATION
LAKHOTIA AMIT PRAMOD	19-MV-338159	($229.49)	PRORATION
LARACCA JOSEPH	19-MV-338956	($20.59)	PRORATION
LEEDS BERNICE L	19-MV-339549	($65.63)	PRORATION
LEVENSON ALLEN THOMAS	19-MV-339928	($15.59)	PRORATION
LISA MCINNIS FINE GARDEN	19-MV-340306	($47.92)	PRORATION
LISEE JOHN L & THERESA	19-MV-340311	($54.60)	PRORATION
LLOYD GERALDINE	19-MV-340414	($12.28)	PRORATION
	19-MV-340413	($27.60)	PRORATION
LOPEZ-GOMEZ LUIS A	19-MV-340843	($314.98)	PRORATION
MARKOWSKI MARIUSZ	19-MV-342765	($54.02)	PRORATION
MCCALLY JOHN PEARCE	19-MV-343876	($12.94)	PRORATION
MCINTYRE LEE JOSEPH	19-MV-344296	($21.26)	PRORATION
MILLER PAUL GLENN	19-MV-345696	($30.02)	PRORATION
MULVEHILL MICHAEL W	19-MV-347500	($92.52)	PRORATION
NISSAN INFINITI LT	19-MV-349105	($39.41)	PRORATION

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
NISSAN INFINITI LT	19-MV-348505	($345.29)	PRORATION
	19-MV-349501	($58.33)	PRORATION
	19-MV-347775	($541.70)	PRORATION
	19-MV-348197	($473.44)	PRORATION
	19-MV-348455	($421.19)	PRORATION
	19-MV-348849	($362.10)	PRORATION
NISSAN INFINITI LT	19-MV-348775	($44.93)	PRORATION
	19-MV-348899	($270.62)	PRORATION
	19-MV-349019	($114.39)	PRORATION
NISSAN INFINITI LT	19-MV-349523	($85.86)	PRORATION
NISSAN INFINITI LT	19-MV-349247	($60.46)	PRORATION
	19-MV-349529	($125.88)	PRORATION
NIXON WENDY K	19-MV-349673	($83.28)	PRORATION
POLLARD GLADYS	18-MV-353834	($58.59)	PRORATION
	19-MV-354337	($96.77)	PRORATION
PUGO-BARROS MARIA C	19-MV-354997	($27.92)	PRORATION
QUINN SUSAN M	19-MV-355205	($13.83)	PRORATION
RAINONE JOSEPH JR	19-MV-355453	($21.09)	PRORATION
	19-MV-355454	($49.95)	PRORATION
	19-MV-355455	($46.37)	PRORATION
	19-MV-335456	($73.16)	PRORATION
RICHMOND BRIAN L	19-MV-356809	($13.64)	PRORATION
RIVERA VERONICA G	19-MV-357214	($51.59)	PRORATION
	19-MV-357215	($105.82)	PRORATION
	19-MV-357216	($68.61)	PRORATION
ROBBINS THOMAS L	19-MV-357336	($24.01)	PRORATION

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
RODRIGUEZ ROSA	19-MV-357852	($23.61)	PRORATION
SCALLION THOMAS J	19-MV-360620	($40.01)	PRORATION
SCHULMER LOUIS	19-MV-360931	($23.79)	PRORATION
SCINTO GINA M	19-MV-361030	($34.18)	PRORATION
SPAN JESSIAC LEIGH	19-MV-362894	($25.17)	PRORATION
SURACE JOSEPH	19-MV-364640	($13.95)	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED	($2,000.64)	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED	($5,804.84)	PRORATION
TOYOTA LEASE TRUST	19-MV-366875	($444.38)	PRORATION
	19-MV-367045	($410.14)	PRORATION
	19-MV-367221	($108.50)	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED	($4.312.55)	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED	($8,501.82)	PRORATION
TOYOTA LEASE TRUST	19-MV-SEE ATTACHED	($9,724.58)	PRORATION
TSOMBANIDIS KOSTAS	19-MV-368311	($13.95)	PRORATION
VAULT TRUST	19-MV-370055	($49.77)	PRORATION
VAULT TRUST	19-MV-370044	($228.39)	PRORATION
	19-MV-370058	($101.14)	PRORATION
	19-MV-370059	($77.51)	PRORATION
VAULT TRUST	19-MV-369952	($100.17)	PRORATION
VAULT TRUST	19-MV-370024	($2,477.22)	PRORATION
	19-MV-370105	($1,248.20)	PRORATION
VAULT TRUST	19-MV-SEE ATTACHED	($9,139.99)	PRORATION
VCFS AUTO LEASING CO	19-MV-370266	($564.73)	PRORATION
VILLANUEVA CARLO ANTONIO	19-MV-370994	($58.97)	PRORATION
VLADIMIRSKIY ARKADIY	19-MV-371243	($109.75)	PRORATION

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE — APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED		REASON
VW CREDIT LEASING LTD	19-MV-SEE ATTACHED	($1,248.11)	PRORATION
VW CREDIT LEASING LTD	19-MV-371883	($46.00)	PRORATION
	19-MV-371799	($28.41)	PRORATION
VW CREDIT LEASING LTD	19-MV-371466	($653.30)	PRORATION
	19-MV-371555	($43.87)	PRORATION

REAL ESTATE

10 ELMWOOD AVENUE LLC			
C/O DIANE MERCER			
10 ELMWOOD AVENUE			
2-5-23-0	19-RE-100008	$8,159.39	CLERICAL ERROR
GUMMER DANIEL JOHN			
LLOYD GERALDINE			
1208 FOXBORO DR 1208			
5-35-3-1208	19-RE-111457	$5,251.90	OVER PYMT
NATALE JASON R			
187 EAST AVE	17-RE-119063	$1,064.25	
3-13-51-0	18-RE-119068	$1,280.00	REV SEWER/ WPCA
NICKY V LLC			
181 MAIN ST			

AGENDA

NOVEMBER 12, 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE		APPROVED BY TAX COLLECTOR
PAY TO:	**BILL No & AMOUNT REFUNDED**	**REASON**
1-92-17-0	19-RE-119259 $3,263.73	SEW USE ABATE

		VAULT TRUST		
BILL	PLATE	VIN #	AMOUNT	
19-369874	AG08439	1C4RJFBG3GC342410	$	460.18
19-369891	AG20957	1C4HJWDG9HL502347	$	400.05
19-369895	AH93908	1C4RJFLG5HC633488	$	399.26
19-369899	AH84301	1C4BJWDG1HL588176	$	250.11
19-369914	AF78398	1C4GJWAG6GL123417	$	444.20
19-369921	AV03495	1C4PJMCS3HW590476	$	135.45
19-369930	AG49040	1C4HJWEGXHL516367	$	554.10
19-369937	AJ54181	ML32A5HJ4HH017366	$	182.48
19-369942	AM72322	JA4AT5AA5JZ045345	$	70.34
19-369950	AJ29154	1C4HJWDG6HL626494	$	199.71
19-369963	AH70124	1C4BJWDGXHL561526	$	349.65
19-369977	SLARGS	1C6RR7LT5HS638795	$	295.90
19-369982	AH69077	1C4HJWEG9HL511581	$	221.50
19-369990	AR35009	3C4NJDBB9JT315604	$	315.43
19-370010	AN05281	ZARFAEDNXJ7566238	$	466.20
19-370021	AG64962	1C4RJFBG2GC472159	$	506.60
19-370022	AG81274	1C4RJFAG9GC496234	$	271.87
19-370028	AA40948	JA4AR4AW2GZ035028	$	280.80
19-370033	AG30555	JA4AZ3A3XGZ036962	$	265.30
19-370045	AJ04811	3C6RR7KT5HG618569	$	446.45
19-370046	AJ04803	1C4RJFAG5HC676022	$	393.19
19-370047	AJ83958	1C4RJFBG4HC808167	$	350.28
19-370050	AN67408	ZARFAEEN1J7576249	$	159.39
19-370053	AJ11871	1C4RJFBGXHC760819	$	100.32
19-370078	AN37787	1C4BJWDG6HL563483	$	400.05
19-370107	AB68464	1C4HJWDG9GL121659	$	426.31
19-370111	AF13084	2C3CDZAG2GH250402	$	265.64
19-370112	AF13940	1C4HJWDG9GL286885	$	521.23
TOTAL			**$**	**9,131.99**

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-367141	AH43936	2T2BZMCA7HC064804	$ 696.26
19-367482	AG97307	2T2BZMCA1HC064782	$ 506.42
19-367547	AH84205	2T3JFREV2HW604989	$ 246.46
19-367655	AE92146	JTMJFREV0GJ082974	$ 366.29
19-367658	225ZPY	58ABZ1B15KU016379	$ 896.57
19-367752	AH94831	2T2BZMCA3HC094544	$ 189.83
19-367773	5ANJU4	2T1BURHEXHC806883	$ 95.80
19-367841	8ANJX2	2T2BZMCA1GC006914	$ 499.68
19-367881	AF19306	JTMBFREV0GJ090237	$ 245.77
19-367902	8AULT0	2T2BZMCA9HC077764	$ 569.47
TOTAL			**$ 4,312.55**

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-367485	AG96239	JTMBFREV4HJ116596	$ 102.36
19-367492	AH13294	2T3DFREVXHW586237	$ 438.06
19-367497	AH59518	JTJBARBZ2H2110261	$ 350.90
19-367500	995LDU	JTJBARBZ2H2110261	$ 104.06
19-367502	AK19232	JTMBFREV8HJ159810	$ 307.05
19-367522	8ANJU6	4T1BF1FK7HU730137	$ 141.89
19-367525	AF95573	JTMBFREV6HJ114624	$ 341.05
19-367552	AJ05243	JTHCM1D21H5019107	$ 338.19
19-367554	AH94804	JTJBARBZ8H2101421	$ 200.44
19-367555	AJ89654	4T1BF1FK2HU741711	$ 170.15
19-367597	AJ91211	JTMBFREV3HJ144342	$ 204.72
19-367613	AL04168	JTJBARBZ6H2136152	$ 401.45
19-367628	AS57171	4T1BZ1HK2KU031218	$ 404.22
19-367633	676YOP	2T3RFREV0HW595308	$ 293.65
19-367718	4ALV4	5TDJZRFH3HS515319	$ 162.43
19-367746	6AFJT0	2T3BFREV1GW495766	$ 337.89
19-367774	546YRN	5TDYZ3DC0HS794263	$ 374.17
19-367783	428XYJ	JTMBFREV3HJ123927	$ 273.08
19-367802	ETC79	JTJBZMCA4H2022672	$ 189.83
19-367840	AG39893	JTMBFREV8GJ100058	$ 337.89
19-367860	AC81038	2T3RFREV7FW384359	$ 118.10
19-367906	AJ08186	5TDJZRFH1HS396198	$ 324.88
19-367908	AH94821	JTHCM1D2XH5017260	$ 193.17
19-367915	478ZOV	JTHCM1D23H5019545	$ 386.92
19-367133	6AFJT7	2T1BURHE6HC757391	$ 215.75
19-366924	AF51691	JTHCZ1BL8GA003666	$ 523.53
19-367046	681YDV	JTJBM7FX8G5142973	$ 531.97
19-367048	AF19340	2T1BURHE4GC568382	$ 262.66
19-367082	263UUC	JTHCZ1BL5GA001020	$ 471.36
TOTAL			**$ 8,501.82**

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-366897	AH45349	5TDJZRFH0HS371485	$ 378.78
19-366935	944XWL	JTDKARFU8G3521576	$ 224.14
19-366937	9AMND2	5TDJZRFHXHS403813	$ 162.43
19-366942	864ZBS	2T2BZMCA9GC006353	$ 499.68
19-366945	0AGMM4	JTMRFREV1HJ111676	$ 366.72
19-366985	AJ89223	5TDDZ3DC7HS170393	$ 205.02
19-366991	AA35655	2T1BURHE7JC082673	$ 184.46
19-366998	AH45295	JTDKARFP7H3001848	$ 258.68
19-367015	AH25192	3TMCZ5AN5HM067468	$ 366.72
19-367020	AG76005	JTJBARBZ5G2094801	$ 510.98
19-367042	AH84573	2T1BURHE4HC862379	$ 119.96
19-367067	AK20648	JTMRFREV4HD216081	$ 110.08
19-367085	AD59982	JTHCE1D27G5011315	$ 564.61
19-367157	AG71725	4T1BF1FK6HU631373	$ 283.47
19-367158	AK72272	5TDBZRFH4HS444541	$ 96.07
19-367183	AD59972	JTHCE1D2XG5011969	$ 410.69
19-367198	AJ99599	JTHCM1D25H5018817	$ 145.02
19-367199	AK19223	5TDJZRFH5HS428473	$ 324.88
19-367200	AL39969	JTHCM1D20H5019230	$ 386.92
19-367206	AH45281	5TDJZRFH2HS361458	$ 433.38
19-367207	AJ30195	JTJBARBZ5H2131489	$ 300.95
19-367209	AJ55310	5TFHY5F12HX624913	$ 397.98
19-367255	AM20260	JTHCM1D25H5025606	$ 290.06
19-367278	AH13814	JTMBFREV6HJ124926	$ 170.72
19-367283	AF51666	JTHCM1D23G5010780	$ 447.60
19-367290	AC95159	JTHCF5C27D5061052	$ 159.79
19-367292	3AMWH9	JTHCM1D25H5015416	$ 483.21
19-367295	AH94233	JTMBFREV8HD199691	$ 341.05
19-367320	664ZVB	JTMRFREV4GD193786	$ 233.10
19-367339	AJ50965	5TDJZRFH8HS396425	$ 541.24
19-367409	6AKTW7	2T1BURHE1HC934672	$ 71.92
19-367464	AG37203	JTJBM7FX3G5146767	$ 177.31
19-367465	AG37889	JTNKARJE7HJ525188	$ 76.96
TOTAL			**$ 9,724.58**

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-366858	AH86730	4T1BF1FK0HU745319	$ 198.40
19-367333	AR84114	4T1B11HK6JU159502	$ 281.59
19-367413	AL91972	5TFUY5F10HX638677	$ 373.53
19-367691	AJ31389	2T1BURHE5HC896377	$ 191.87
19-367732	AF36153	58ABK1GG4GU024109	$ 369.28
19-367907	AL85282	JTEBU5JR4J5498789	$ 585.97
TOTAL			**$ 2,000.64**

TOYOTA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-366862	AU10273	2T2BZMCA8KC168421	$ 832.68
19-367186	853ZYP	5TFHY5F19JX711522	$ 879.98
19-367536	856WGZ	NMTKHMBX4KR078282	$ 407.13
19-367835	657POG	JTJBC1BA3D2451538	$ 248.93
19-366972	AP18117	2T3RFREV0JW780786	$ 398.20
19-367027	AJ90757	2T2BK1BA9FC291879	$ 173.00
19-367047	AB55727	JTHCE1BL3E5026810	$ 424.18
19-367204	AJ31304	4T1BF1FK7HU747407	$ 113.33
19-367386	AJ89655	JTJBM7FX3H5165935	$ 268.76
19-367466	AH13884	5TFSX5EN9HX048198	$ 513.11
19-367467	AH34780	JTHSM5BC5H5002552	$ 288.46
19-367472	AG23231	JTMBFREV1HJ117043	$ 307.05
19-367505	AF19301	2T3BFREV5GW497570	$ 61.53
19-367572	AM85738	5TDJZRFH0JS536361	$ 354.12
19-367758	AT13683	5TDJZRFH2KS968080	$ 390.55
19-367788	627YRS	5TDBZRFH8HS428858	$ 143.83
TOTAL			**$ 5,804.84**

HYUNDAI LEASE TITLING TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-332833	AJ05596	5XYPGDA36HG298926	$ 130.50
19-332720	AK73038	KM8J3CA27JU758551	$ 129.89
19-332735	AH57504	5XYPKDA57HG264431	$ 91.45
19-332757	0AMVT4	KMHD74LF5HU317342	$ 176.28
19-332851	AK73045	KM8K3CA57JU109010	$ 120.56
19-332867	AH55840	5XYZWDLA4HG473679	$ 352.50
19-333041	AA66292	KNDPNCAC1H7288057	$ 210.03
TOTAL			**$ 1,211.21**

HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
19-330947	AV03925	2HKRW2H59HH679668	$ 39.68
19-33146	AM52662	5FNYF6H59JB007228	$ 56.40
19-331328	AR16077	2HGFC3B74JH356575	$ 387.14
19-331452	AA38497	5FNYF6H55JB027461	$ 56.40
19-331482	AN36646	2HGFC2F53HH528530	$ 105.00
19-331533	AK27980	1HGCT1B32HA008853	$ 87.08
19-331535	AK16660	1HGCR2F81HA137841	$ 141.47
TOTAL			**$ 873.17**

HONDA LEASE TRUST

BILL #	PLATE #	VIN#	AMOUNT
18-330837	AM10602	5J8YD4H52JL005782	$ 149.17
19-331356	AM10602	5J8YD4H52JL005782	$ 811.38
19-331611	AJ85491	2HKRW2H89HH635910	$ 345.09
19-331629	AK27997	3HGGK5H83HM703067	$ 87.87
19-331924	AV36176	2HGFC2E80KH538709	$ 289.77
			$ 1,683.28

VW CREDIT LEASING LTD

19-371406	AR92185	2019/VOLK	3VWE57BU0KM083345	$ 107.01
19-371422	AG22260	2017/VOLK	1VWAT7A39HC004293	$ 229.88
19-371424	AJ61623	2018/AUDI	WA1BNAFY0J2002005	$ 327.05
19-371546	AH34709	2017/VOLK	WVGBV7AX2HK004402	$ 248.05
19-371610	606ZWM	2016/VOLK	1VWBT7A34GC016712	$ 260.35
19-371784	648ZFP	2017/VOLK	3VWDB7AJ3HM357951	$ 75.77
TOTAL				$1,248.11

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

P: 203-854-7731 / F: 203-854-7770
125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: November 9, 2020
Re: Narrative for October 2020 Tax Collector's Report

As of the end of October, 2020, we had collected more than $182.6 million, or **52.2%** of our nearly $350 million adjusted current tax levy on the 2019 grand list. As has been the case since the beginning of the fiscal year, this rate remains less than (-2.17%) what we collected in the prior year (FYE 2019) through the end of October 2019. The reduction is likely due to the extended grace period that allowed taxpayers until October 1 to pay, the effects of COVID 19 in general, and the fact that as of the end of October 2020 we had not yet issued delinquent (demand) notices, whereas in 2019 and in prior years, those were sent in September.

As of the end of October 2020, we collected more than $8.5 million of our sewer use levy, or **50.89%.** We also collected 71.77% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we are slightly ahead with regard to sewer use collections (2.08%) and behind with the IPP fee (-5.54%). Because the IPP fee is billed on the business personal property bill, it stands to reason the drop would be more substantial there. However, it is less of a drop than we saw last month, so we have gained a bit since we analyzed collections through the end of September 2020.

With regard to prior years' collections, through October, 2020, we showed a net collection of just under $2 million in back taxes, interest, lien fees and other fees. This amount is only about $13,000 less than what we collected in the prior fiscal year. This figure is net, meaning we lost some prior year revenue due to recent settlements of court cases initiated by taxpayers who appealed their tax assessments.

I am not able to provide a November update on tax sale collections, but as of last month's report, we had collected in excess of $3.2 million on our tax sale properties. 87 of the accounts we began working on in November 2019 had paid in full. Our July 2020 was put on hold in the spring due to COVID 19. Since then, the state lifted the prohibitions on tax sales, and I rescheduled the sale to July 19, 2021.

We have continued to work on the sale, although in the background, throughout COVID. The planned tax sale has been a significant factor in stabilizing our tax collections, in spite of the effects of the pandemic. Were it not for the planned sale, our collections from the prior fiscal year would have been significantly lower, and it is possible we might not have achieved our budgeted collection rate for fiscal year end 2020. I hope to intensify our work on the tax sale as we enter the second installment period, but this will depend on staff availability and other variables. We still need to finish up the work involved with the delinquent mailing that went out at the end of October 2020 before we can focus on the tax sale.

We also need to prepare for the second installment billing, which under normal conditions would be mailed to Norwalk taxpayers on or about December 10, just about four weeks from now. That billing is dependent upon a number of variables. We work with the office of the Assessor to coordinate, as that billing will include supplemental motor vehicle bills for vehicles added to the 2019 grand list between October 2, 2019 and August

31, 2020. There are usually issues with the vehicle data the city receives from the Department of Motor Vehicles. The Assessor's staff is working through that now. Any extended issues with this might result in our having to delay the entire billing, but we hope to avoid that.

Our office has remained staffed throughout the pandemic as we work under COVID 19 restrictions. We have been adhering to distancing directives, including wearing masks and remaining six feet apart. We did have to close our office last week at the direction of the Administration. Since then, most of us have been working from home. However, by next Monday, November 16, we expect to be able to return to city hall. Our payment station in the front of the City Hall building will likely reopen on Monday, November 16, but this is subject to change. We will probably have to reduce the hours at that window, possibly from 9 am to 1 pm Monday through Friday, with no appointment needed. Updates will be posted on our home page on the city website. Staff working from home are reachable via email and presently that remains the best way to communicate with us when we are not in the building.

With colder weather approaching, we are still discussing with the Administration various scenarios that will enable us to continue to serve the public in person. The nature of our work, security issues, and proper cash management and internal control procedures preclude us from performing all of our functions off site. There are some things that can be done from home, but many things cannot.

Taxpayers still can pay their property taxes by mail, over the telephone, online, or in person. Information is available on the tax collector's home page of the city website, www.norwalkct.org/taxcollector . When paying online, taxpayers may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only $0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment and allows for a contact-less transaction.

We continue to try to mitigate the drop in collections and to be creative while still adhering to COVID 19 restrictions. We consider ourselves 'essential' in terms of both function and service. We will continue to update our operations to deal with changing circumstances and the changing seasons.

TAX COLLECTOR'S REPORT
OCTOBER 2020

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 20 - OCT 20	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	$20,760,190.24	$17,202,310.53	82.86%	$20,547,174.97	($213,015.27)	83.72%
PERSONAL PROPERTY	$20,000,411.00	$10,159,773.24	50.80%	$19,993,084.30	($7,326.70)	50.82%
REAL ESTATE	$310,928,205.46	$155,316,650.61	49.95%	$309,404,741.20	($1,523,464.26)	50.20%
TOTAL TAX	**$351,688,806.70**	**$182,678,734.38**	**51.94%**	**$349,945,000.47**	**($1,743,806.23)**	**52.20%**
SEWER USE	$16,883,967.00	$8,588,911.34	50.87%	$16,883,404.89	($562.11)	50.87%
IPP FEE	$200,500.00	$144,620.06	72.13%	$201,500.00	$1,000.00	71.77%

FISCAL YEAR 2019-2020 (2018 GRAND LIST)	ORIGINAL LEVY	JUN 19 - OCT 19				
AUTOMOBILE-REGULAR	$20,298,846.95	$17,478,377.47	86.11%	$19,971,935.07	($326,911.88)	87.51%
PERSONAL PROPERTY	$18,801,474.70	$9,932,328.09	52.83%	$18,806,146.26	$4,671.56	52.81%
REAL ESTATE	$292,525,761.66	$146,838,178.18	50.20%	$281,705,604.43	($10,820,157.23)	52.12%
TOTAL TAX	**$331,626,083.31**	**$174,248,883.74**	**52.54%**	**$320,483,685.76**	**($11,142,397.55)**	**54.37%**
SEWER USE	$16,686,428.00	$8,093,353.90	48.50%	$16,588,083.00	($98,345.00)	48.79%
IPP FEE	$203,250.00	$160,809.28	79.12%	$208,000.00	$4,750.00	77.31%

TAX DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	$20,062,723.39	$8,429,850.64	-0.60%	$29,461,314.71	$9,398,591.32	-2.17%
SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	$197,539.00	$495,557.44	2.37%	$295,321.89	$97,782.89	2.08%
IPP DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	($2,750.00)	($16,189.22)	-6.99%	($6,500.00)	($3,750.00)	-5.54%

BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 20 - OCT 20)	FISCAL YR 2019-2020 (JUL 19 - OCT 19)	CUR YR vs.PRIOR YR INC/(DEC)
PRIOR TAXES	$1,246,529.55	$1,293,675.99	($47,146.44)
PRIOR SEWER USE FEE	$75,496.63	$67,021.61	$8,475.02
PRIOR IPP FEE	$4,257.50	$3,174.89	$1,082.61
TOTAL PRIOR TAX, SEWER & IPP	**$1,326,283.68**	**$1,363,872.49**	**($37,588.81)**
CURRENT INTEREST	$158,912.54	$259,033.34	($100,120.80)
PRIOR INTEREST	$420,952.02	$278,839.92	$142,112.10
SEWER USE FEE INTEREST	$20,496.21	$20,325.99	$170.22
IPP FEE INTEREST	$1,423.97	$1,623.76	($199.79)
TOTAL INTEREST COLLECTED	**$601,784.74**	**$559,823.01**	**$41,961.73**
PRIOR LIEN FEE	$6,748.36	$5,347.96	$1,400.40
CURRENT LIEN FEE	$0.00	$0.00	$0.00
TOTAL LIEN FEE COLLECTED	**$6,748.36**	**$5,347.96**	**$1,400.40**
MISC FEES COLLECTED	**$33,947.18**	**$53,373.10**	**($19,425.92)**
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	**$1,968,763.96**	**$1,982,416.56**	**($13,652.60)**

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

CITY OF NORWALK
Angela Fogel
Director, Management & Budgets
afogel@norwalkct.org

Office: 203-854-7008

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: October 22, 2020

TO: Harry Rilling, Mayor
The Members of the Planning Commission
The Members of the Common Council

FROM: Angela Fogel, Director, Management & Budgets

RE: Office of the Registrar,
Center for Tech and Civic Life Grant Award

Attached is a grant award in the amount of **$51,714.00** that was allocated to the Registrar in response to the Covid-19 emergency. These funds are supplied by The Center for Tech and Civic Life (CTCL) to alleviate added election demands imposed by Covid-19 related mail-in ballot volume and in-person voting process changes.

Priscilla Chan and Mark Zuckerberg have committed $250.0MM to CTCL. The Center has re-granted these funds to local election jurisdictions across the country to help ensure they have the staffing, training, and equipment necessary so that every eligible voter can participate in a safe and timely voting process.

ACTION REQUESTED:

RESOLUTION: Authorize the Mayor Harry W. Rilling to execute any and all documents necessary to accept the CTCL COVID-19 Response Grant in the amount of **$51,714.00**.

CENTER FOR
TECH AND
CIVIC LIFE

October 15, 2020

Norwalk Town, Connecticut

Mayor

125 East Avenue, Room 103

Norwalk, CT 06851

Dear Harry Rilling,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Norwalk Town, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Norwalk Town ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: $51,714.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Norwalk Town in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Registrar of Voters ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana m. johnson

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: ___________________________

Title: _________________________

Date:__________________________

CENTER FOR TECH AND CIVIC LIFE

COVID-19 RESPONSE GRANTS

We provide funding to U.S. local election offices to help ensure they have the critical resources they need to safely serve every voter in 2020.

The Center for Tech and Civic Life (CTCL) has been thrilled to expand our COVID-19 Response Grant program to all U.S. local election jurisdictions. Backed by a generous $250M contribution, CTCL received grant applications from over 2,500 local election jurisdictions across the country to help ensure they have the staffing, training, and equipment necessary so this November every eligible voter can participate in a safe and timely way and have their vote counted.

CENTER FOR
TECH AND
CIVIC LIFE

OUR WORK ABOUT NEWS & EVENTS DONATE

Election Officials / September 1, 2020

CTCL Receives $250M Contribution to Support Critical Work of Election Officials

If 2020 had been a typical election year, a County Clerk would have asked a team of CTCL staff to huddle up in a rural county courthouse to help the Clerk build a new election website. A state association of election officials would have invited us to their annual summer conference to lead a session on a topic like poll worker management or election cybersecurity best practices. If we were lucky, there would have been a lip sync contest.

But this hasn't been a typical election year for us, or for election officials.

The COVID-19 pandemic continues to impact every aspect of American civic life, especially the administration of safe elections. While experts estimate it will take ~$4 billion in funding to successfully administer 2020 elections, Congress has allocated $400 million to date. Sadly, election officials are not only facing unprecedented operational and budget challenges in 2020, but they are also dealing with unprecedented personal attacks and death threats that are prompting some election officials to step down.

Election officials make democracy happen. Through our work at the Center for Tech and Civic Life, we are grateful to witness the incredible public service of our country's election official's year round.

And this year we've seen election offices already move mountains to provide a safe, secure, and inclusive process for voters. They are offering drive-up voting, applying the latest public health guidelines to provide safe in-person voting options, and partnering with libraries to repurpose book drops into ballot dropboxes. Election officials are rising to the occasion, and now it's our turn.

Priscilla Chan and Mark Zuckerberg have committed $250M to CTCL, which we will regrant to local election jurisdictions across the country to help ensure that they have the staffing, training, and equipment necessary so that this November every eligible voter can participate in a safe and timely way and have their vote counted.

We all depend on election officials to provide safe and secure voting options to the public. The expansion of our COVID-19 Response Grant program provides our country's election officials and poll workers with the critical resources they need to safely serve every voter.

This is an open call to every local election office in the country. If you are interested in receiving grant funds, learn more and apply for a grant.

Have questions about implementing public health measures, scaling absentee ballot processing, or educating voters? Visit CTCL's new Election Resources for Safe Elections website, a collection of free and easy to use resources devoted to helping you navigate today's election challenges.

RECENT NEWS

Press Release: CTCL Receives Additional $100M

WATCH: CTCL Featured in Freethink Election

CTCL Grant Program Receives Over 2,100 Applications

CTCL Statement on Frivolous Michigan Lawsuit

SANFORD W. ANDERSON

Sanford W. Anderson was born and reared in Norwalk, Connecticut. During his early age, he was very active in the Boy Scout and an active member of the Bethel African Methodist Episcopal Church, Norwalk, Connecticut. He was a graduate of Norwalk High where he played football.

Sanford W. Anderson graduated from the US Navy Fire Fighting School in 1955 and in 1959 Sanford (Sandy) was employed by the Norwalk Fire Department. He was the first Afro-American fireman in the city of Norwalk. He was consistently promoted through the rank; attaining the rank of Assistant Fire Chief in 1998 and appointed Norwalk Fire Chief April 2004 and retired April 2005.

After his retirement in Norwalk, he was appointed to lead the Greenwich Fire Department as the Fire Chief in July 2005 and retired in July 2007.

Over his 46-year career, Sanford has had a major impact on the training, supervision and overall improvement of the fire fighters within the department under his command since attaining the rank of Captain in 1977.

Sanford has been instrumental in setting up programs to facilitate the extrication of persons from vehicles using the Hurst "Jaws of Life" (as well as being certified for the same) and in formulating the Affirmative Action program for the City of Norwalk.

Sanford W. Anderson was certified as an EMT, in the American Red Cross CPR, and a certified Instructor for the State of Connecticut in all phases of Fire Fighting and Fire Suppression. In addition to his achievements, he successfully completed Arson Investigation courses and was assigned to the Arson Team.

He was an active member of his Church where he served as a Steward, Trustee, and member of the Men's Chorus. Sanford received many awards for his commitment, dedication and faithfulness to his Church.

Sanford received numerous awards from the community on both the local and state levels. He also received awards from the Norwalk NAACP in recognition of distinguished service to the community and the Connecticut Secretary of State for his unwavering service during the Korean War.

In July 2017 he celebrated his 85th birthday at the firehouse where he was honored by Harry W. Rilling, Mayor of the City of Norwalk, for his outstanding contributions to the Norwalk community.

Sotnik, Paul

From: JOSEPHINE ANDERSON <josephinean@aol.com>
Sent: Wednesday, September 23, 2020 5:19 PM
To: Sotnik, Paul
Cc: Carr, Anthony; Valadares, Vanessa
Subject: Re: Honorary Naming Of Water Street - Fire Chief Sanford Anderson

CAUTION: EXTERNAL Email: Don't open links or attachments from untrusted senders

Dear Mr. Sotnik,
I apologize for not responding to your email in a timely manner I did not see it I didn't recognize your name

Thank you and your colleague so much for reaching out to me today and explaining everything so clearly. And after reading the email I am in full agreement with the recommendation.
Best Regards
Mrs. Anderson
.

Sent from my iPhone

On Sep 21, 2020, at 9:20 AM, Sotnik, Paul <PSOTNIK@norwalkct.org> wrote:

Ms. Anderson:

I hope that you are doing well.

Per our conversation this morning, I wanted to make you aware that the City/Department of Public Works has considered your request for the Honorary naming of the entire length of Water Street in honor of your late husband, Fire Chief Sanford Anderson. Since Sanford grew up in the Washington Village Public Housing located on Water Street, as per your letter dated July 6, 2020, the City/Department of Public Works is willing to recommend the installation of Honorary Street name signs in honor of Fire Chief Sanford Anderson at the following locations.

- On Water Street at the intersection of Raymond Street
- On Water Street at the intersection of Concord Street

I will be placing the Legal Notice for the Public Hearing to be conducted by the Public Works Committee of the Common Council on October 6, 2020 later this week.

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

Sincerely,

Paul

Paul Sotnik, P.E.
Senior Civil Engineer

<image003.png>

City of Norwalk - Department of Public Works
125 East Avenue
Norwalk, CT 06856-5125
Telephone: (203) 854-7891
Fax: (203) 857-0143
E-Mail: psotnik@norwalkct.org

The Norwalk Hour

CLASSIFIE[D]

MARKETPLA[CE]

203-333-4151 | classifieds@hearstmediact.com | Hours: 8:30 a.m.–4:30 p.m., M-F | Majo

PUBLIC NOTICES

APPLICATIONS WILL BE ACCEPTED FOR SONO ONE
4 Workforce Housing Units located at 1 Bates Court Norwalk CT 06854

Applications will be available beginning October 26, 2020 at the leasing office located at 1 Smith Street Norwalk CT 06851 between the hours of 9am – 4:30pm or on our website www.sonoone.com

All applications must be received by 4:30pm on November 26, 2020.
Applications may be submitted via mail or email to the following
Sedona Group LLC
1 Smith Street Bldg B Suite 101
Norwalk, CT 06851
Email: Jennifer@discala.com

One Bedroom $1,573.00 (3 Available)
Two Bedroom 1,882.00 (1 Available)

Maximum Income Limits
Per Household Size

1 Person gross annual income can't exceed $54,950.00
2 Person gross annual incomes can't exceed $ 62,800.00
3 Person gross annual incomes can't exceed $70,650.00
4 Person gross annual incomes can't exceed $78,500.00

Rent and income limits are based on the Connecticut State Median Income published annually by the Department of Housing and Urban Development and in accordance with the Workforce Housing Zoning Regulations. EHO

LEGAL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing for the Honorary naming of the portion of Water Street from the intersection of Raymond Street to the intersection of Concord Street to Fire Chief Sanford Anderson Drive. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the proposed Honorary street naming and to take such action on said naming that the Committee may deem advisable. The Public Hearing will be held by way of Video Conference/Teleconference on Tuesday, November 3, 2020 at 7:00 P.M. Please check the Public Works Committee agenda for additional details and instructions about how to attend this Public Hearing by way of Video Conference/Teleconference. The Public Works Committee agenda will be posted to the City website by October 30, 2020.

Dated this 26th Day of October, 2020, at Norwalk Connecticut

ATTEST: ______________________
Donna I. King, City Clerk

PROBATE NOTICES

NOTICE TO CREDITORS
ESTATE OF FRANK ANTHONY GUERRERO, AKA FRANK GUERRERO, AKA FRANCIS ANTHONY GUERRERO
(20-00620)

The Hon. Douglas Stern, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated October 22, 2020, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane Ely, Chief Clerk

The fiduciary is:

Rosemary Nanista
c/o Gerard Gjertsen, Lampert, Toohey & Rucci, LLC,
51 Locust Avenue, Suite 306,
New Canaan, CT 06840
Toni Palladino
c/o Gerard Gjertsen, Lampert, Toohey & Rucci, LLC,
51 Locust Avenue, Suite 306,
New Canaan, CT 06840

PROBATE NOTICES

NOTICE TO CREDITORS
ESTATE OF Michael J. Parkington
(20-00741)

The Hon. Douglas Stern, Judge of the Court of Probate, District of Norwalk - Wilton Probate Court, by decree dated October 26, 2020, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Diane Ely, Chief Clerk

The fiduciary is:
Pamela M. Parkington
c/o ROBERT M GODZENO, MEAD BROMLEY & BISHOP,
41 BANK STREET,
STAMFORD, CT 06901

PUBLIC NOTICES

NORWALK
The Sound of Connecticut

Qualifications Invited

#4066

REQUEST FOR QUALIFICATIONS –

2019 AERIAL PHOTO DATA

1 inch = 100 feet

0 50100 200 300 400 500 Feet

FIRE CHIEF SANFORD ANDERSON DRIVE

1

THE COMMON COUNCIL
125 East Avenue
P.O. Box 5125
Norwalk, CT 06856

VII.C

TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: STAFF OF THE NORWAK REDEVELOPMENT AGENCY

RE: SUBSTANTIAL AMENDMENT TO PY45 ANNUAL ACTION PLAN

DATE: NOVEMBER 16, 2020

In response to the Coronavirus/COVID-19 pandemic, on March 27, 2020 the President signed the Coronavirus Aid, Relief and Economic Security (CARES) Act. The City of Norwalk was allocated $521,436 of CDBG-CV Round 1 funding, and an additional $808,049 of CDBG-CV Round 3 funds to address the COVID-19 pandemic and its impacts on the Norwalk community. The PY45 (2019) Annual Action Plan is being amended to reflect the additional CDBG funding.

In accordance with federal guidelines and waivers established by the CARES Act, the CDBG Citizen Participation Plan was previously amended to allow for a 5-day public comment period. There were no comments received during the public comment period October 29 – November 4, 2020 or at the public hearing held on November 5, 2020.

Additionally, in accordance with federal guidelines the Agency must submit a Substantial Amendment to the CDBG Program Year 45 Annual Action Plan. In doing so, the Agency needs the Mayor's signature on several HUD required forms and certifications for inclusion.

At the Planning Committee meeting on November 5, 2020, selected applicants were given time to present to the committee for funding considerations. Funding recommendations were then proposed and approved to move directly to Common Council for final approval of the amendment to Program Year 45 Annual Action Plan. The amended Program Year 45 Annual Action Plan is posted on the City's website: http://www.norwalkct.org/1412/Community-Development-Block-Grant.

PY45 CDBG CV Round 3 Amendment Link
https://www.norwalkct.org/DocumentCenter/View/19836/Norwalk-PY45-2019-AAP-CARES-CDBG-CV3-Draft-Amendment-

REQUESTED ACTION:

1.) Approve the amendments to the PY45 Annual Action Plan and authorize the Mayor, Harry W. Rilling, to execute any and all documents associated with its submission to HUD.

ANNUAL ACTION PLAN

for

Community Development Block Grant Program Year 45

CARES Act Amendment

CDBG-CV1 & CDBG-CV3

Norwalk Redevelopment Agency
3 Belden Avenue
Norwalk, CT 06850

Table of Contents

OMB Control No: 2506-0117 (exp. 06/30/2018)

Amendments required to add CDBG-CV CARES Act Funding to the FY2019 Annual Action Plan.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Program Year 45 (PY45), July 1, 2019 - June 30, 2020, of the Community Development Block Grant (CDBG) Program represents the final year of the City of Norwalk's 5-year Consolidated Plan for Housing and Community Development (ConPlan) (July 1, 2015-June 30, 2020). The Annual Action Plan contained herein summarizes the manner in which the City will utilize and administer its available community development resources to address the needs of Norwalk's low and moderate-income households.

The United States Department of Housing and Urban Development's (HUD) allocation is $845,023 in CDBG funding for the City of Norwalk in PY45. When combined with anticipated program income ($353,312.42) and reprogrammed funds ($14,955.27) the estimated total amount available in PY45 is $1,046,185.

CARES Act Amendment:

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the coronavirus COVID-19 pandemic. The CARES Act included supplemental formula grant allocations to HUD's Community Planning & Development (CPD) programs, and were awarded in three rounds over the course of the first few months of the pandemic. CDBG-CV funds were allocated in Round 1 and Round 3 to the City. CARES Act funds allocated to Norwalk in Round 1 for CDBG-CV1 was for $521,436, with related provisions to citizen participation and provisions specific to the grant allocation and allows HUD to waive further program requirements if necessary. The Annual Action Plan is being amended to reflect the addition of $521,436 in CDBG-CV funding.

CARES Act Amendment Round 3 (CDBG-CV3): On September 11, 2020, HUD made available the remaining CDBG-CV allocation funds to entitlement grantees. The allocation named CDBG-CV3 (Allocation 3 – Part A) will be the final allocation for CDBG CARES Act funding. The CDBG-CV3 formula allocation was developed by HUD to meet the statutory requirements of the CARES Act and the President's August 8, 2020 Executive Order "Fighting the Spread of COVID-19 by Providing Assistance to Renters and Homeowners." The CDBG-CV3 funding allocated to the City is $808,049 and the Annual Action Plan is being amended to reflect the additional CDBG-CV funding.

OMB Control No: 2506-0117 (exp. 06/30/2018)

2. Summarize the objectives and outcomes identified in the Plan

The 5-year Consolidated Plan (ConPlan) establishes four priority needs, in addition to planning and programmatic administration, with associated goals to be met over the five-year period (July 1, 2015-June 30, 2020). They are:

- Increase high quality and affordable housing opportunities
- Expand economic opportunities
- Modernize public facilities and infrastructure
- Increase available social services

In PY45, $979,288 of CDBG funds are committed to each priority need with the listed outcome expected:

- Increase high quality and affordable housing opportunities - **$346,858**, 4 projects, 4 owner-occupied units one of which is a group home for 10 individuals, code enforcement of 10 units, the Residential Rehabilitation Loan Program (estimated 5 units), and the Residential Facade Improvement Program (estimated 10 units).
- Expand economic opportunities - **$100,000**, 1 project, Walk Bridge Business Mitigation Program (at least 5 businesses)
- Modernize public facilities and infrastructure - **$204,976**, 3 projects, 2 facilities, urban parks, streets, and community cleanups
- Increase available social services - **$154,684,** 7 organizations, 1,221 people
- Planning and CDBG administration - **$239,667***, 1 organization, city-wide area benefit due to the implementation of the PY45 CDBG program

* The Planning and Administration number is higher than 20% of the allocation because of program income totaling $353,312.42. Adding this number to our allocation puts the administration amount at $239,667.

CARES Act Amendment:

A total of $1,329,485 ($521,436 for CDBG-CV1 & $808,049 for CDBG-CV3) funds are committed to each priority need:

- Increase available social services to prevent, prepare for and respond to the coronavirus COVID-19 - **$832,049,** 18 organizations.
- Expand economic opportunities for businesses (Job Retention) negatively affected by COVID-19 - **$358,295.**
- Planning and Administration of CDBG-CV - **$139,141.**

OMB Control No: 2506-0117 (exp. 06/30/2018)

3. Evaluation of past performance

Program Year 45 (PY45) is the final year in the 2015-2020 Consolidated Plan period. At this time, Norwalk is on track towards accomplishing its Goals and Priority Needs by the close of the 5-year period.

Initiatives supported by CDBG funding in PY41, PY42, PY43, and PY44 are expected to address high quality and affordable housing opportunities in 284 housing units, 254 renter-occupied units, 30 owner-occupied units, and code enforce 10 units (five-year goal is 440 housing units - 400 renter-occupied, 30 owner-occupied, 10 code enforcement); expand economic opportunities to 45 businesses (five-year goal is 20 businesses); modernize public facilities and infrastructure used by 89,000 people (citywide benefit; five-year goal 50,000) plus community cleanup activities directed at 8 acres assisting 89,000 people (citywide benefit; five-year goal is 12,000 people and 8 acres); increase available social services to 2,800 people and 1,383 households (five-year goal is 2,800 people and 400 households).

4. Summary of Citizen Participation Process and consultation process

The planning and citizen participation activities for PY45 (July 1, 2019 – June 30, 2020) began in December 2018.

On December 11, 2018, the Notice of Funding Availability was released following two legal notices of its upcoming availability (November 27, 2018 and December 4, 2018). PY45 applications were due on January 23, 2019, and were presented by the applicants at a public meeting of the Planning Committee of the Common Council on February 7, 2019. They were also posted for public viewing on the Agency's page of the City of Norwalk's website.

On March 12th the Common Council addressed any Council Members that may have a Conflict of Interest with any applicants. It was recognized that there were no conflicts with any of the Common Council Members.

Following two legal notices of its upcoming availability (March 23, 2019 and March 29, 2019), the draft PY45 Annual Action Plan (AAP) was available for a 30-day public comment period from March 25, 2019 until April 23, 2019. The AAP was made available online and in hard copy at organizations throughout Norwalk's Urban Core. A public hearing was held on April 4, 2019, at a fully accessible location during the regular meeting of the Planning Committee of the Norwalk Common Council to discuss the Plan. The public hearing was announced in multiple media sources including the legal notices in the Norwalk Hour on March 23, 2019, and March 29, 2019.

CARES Act Amendment:

CARES Act Amendment Round 3 (CDBG-CV3): The City of Norwalk under the provision of the CARES Act held a 5-day public comment period from October 29, 2020 to November 4, 2020. The round 3 funds of the CARES Act Amendment to the Plan could be downloaded and viewed from the City's website at: https://www.norwalkct.org

A public hearing was held on November 5, 2020 by the Planning Committee of Norwalk's Common Council to recommend PY45 CDBG-CV and PY46 CDBG funding activities and advance them to the Common Council for consideration. Public comments will be read and discussed if any are received. A second public hearing was held on November 10, 2020 during Common Council for the approval of the amendment.

5. Summary of public comments

There were no comments received.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments received.

7. Summary

There were no comments received.

CARES Act Amendment:

CARES Act funds allocated to entitlement grantees came in three rounds, of which the City of Norwalk received Round 1 & Round 3 grants for CDBG-CV:

Round 1: $521,436 for CDBG-CV1

Round 2: $0

Round 3: $808,049 for CDBG-CV3

This AAP has been amended to reflect the addition of CDBG-CV funds, and how those funds will be used to help people living in Norwalk affected by the coronavirus pandemic. CARES Act funds are provided with related provisions to citizen participation and provisions for the grant allocation and allows HUD to waive further program requirements if necessary.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Norwalk	Norwalk Redevelopment Agency

Table 1 – Responsible Agencies

Narrative (optional)

The City of Norwalk designated the Norwalk Redevelopment Agency (Agency) as the administrator of Norwalk's annual entitlement of Community Development Block Grant (CDBG) funds. As administrator of the CDBG program, the Agency is responsible for overall program management, coordination, monitoring, reporting and evaluation.

The Agency is responsible for the implementation of the City's CDBG program and ensuring its activities are carried out in a timely manner consistent with grant conditions, State and Federal regulations; for acting as contact point between the CDBG program and other City departments, Federal and State agencies and the general public; for seeking out and applying for other funding sources to help leverage funds; for monitoring all activities for timely implementation; for preparing certificates of consistency for Norwalk social service providers; for compiling and submitting grant reports; for supervising personnel; for initiating and obtaining approvals for program and budget amendments; for processing payment requests; and for ensuring that appropriate program and financial records are maintained. The Agency works with the Mayor and Common Council for appropriate program approval, as stated in the Citizen Participation Plan.

Consolidated Plan Public Contact Information

Norwalk Redevelopment Agency
3 Belden Avenue
Norwalk, CT 06850
bbidolli@norwalkct.org
(203)854-7810

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As administrator of the City of Norwalk's CDBG program, the Norwalk Redevelopment Agency coordinates the development of the Annual Action Plan. All funding recommendations are made by the Common Council of the City of Norwalk and approved for endorsement by the Mayor prior to submission to HUD. Agency staff supports the Planning Committee of the Common Council which initiates the funding recommendations. The Planning Committee is made up of seven elected officials from four of the five districts, plus an at-large member.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Norwalk enhances coordination in planning and implementation at several levels. The City, with the Norwalk Redevelopment Agency (Agency) playing a lead role, works with regional nonprofits such as United Way of Coastal Fairfield County and Fairfield County's Community Foundation to determine needs in areas such as housing, mental health and other services. The Agency is in continual contact with developers, owners and executives of small and large businesses and others discussing economic development opportunities in Norwalk. The City works continuously within the Continuum of Care to address homelessness on a regional basis. The Norwalk Hospital Foundation's Services Navigator coordinates activities of homeless service providers. This position was originally created with the support of a CDBG grant.

For citywide programs and multiple target areas, the City works extensively with housing providers such as the Housing Development Fund (HDF) and the Norwalk Housing Authority (NHA). The City works with HDF and NHA to define need. The City has funded both of these entities for projects including accessibility improvements and housing counseling. As part of an annual process for community development, the Agency assesses need in the community. Housing and social service agencies detail need for their clients; the Agency and the City review that need and fund projects to meet it.

The City/Agency also coordinates work for redevelopment at a neighborhood scale. The Washington Village/South Norwalk Transformation Plan is funded in large part by a U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Implementation grant. The Plan and its implementation is a joint project with the NHA and the Agency. As part of that initiative, a 273 unit mixed-income housing development will replace 136 public housing units at Washington Village. The plan also addresses safety, open space, parks and recreation improvements and storm resiliency. The self-sufficiency part of the plan addresses needs and formulates goals in several areas including educational improvements for early education, K-12 education and college and career readiness. The planning and implementation of the education improvements will involve the community college and the local school board.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In southwestern CT all state-operated mental health authorities are represented by collaborative outreach and engagement programs and in addition, daily homeless outreach occurs via 3 PATH funded agencies (Projects for Assistance in Transition from Homelessness), Catholic Charities, Open Door Shelter, and Shelter for the Homeless to ensure services are provided to street homeless and that providers are familiar with the unsheltered. Homeless outreach teams are comprised of individuals with expertise in mental health, substance abuse, housing and vocational services.

Outreach teams visit locations where homeless individuals are known to congregate such as abandoned cars, rail stations, temporary outdoor encampments, food pantries, soup kitchens and homeless drop-in centers, to ensure that any newly unsheltered household is identified as soon as possible. Services begin with triage via the VI-SPDAT (Vulnerability Index--Service Prioritization Decision Assistance Tool), and all data on outreach activities and enrollments are documented in HMIS. Case managers record entry and exit destinations to determine the effectiveness of outreach efforts, and all households are added and prioritized appropriately on the regional housing registry for housing resource assignment. All are referred to Community Care Teams, which are collaborations of all the agencies that provide services to the homeless, for follow up to ensure safety, track hospital/emergency room visits and prepare them for assignment to permanent housing. Multiple referrals are made for primary health care, job training, and educational services and relevant supports are identified to secure housing. Information collected in 2014 & 2015 Point in Time counts indicate that such outreach coordination supported a reduction in unsheltered homelessness by 55% while no increase occurred in sheltered homeless.

Since 2014, the VI-SPDAT has been used by all projects funded by the Connecticut Department of Housing, as the front door triage instrument for housing assistance in addressing immediate barriers to housing access. To assign resources appropriately and efficiently, the tool enables staff to define the level of housing or services each household needs (e.g., community resources, rapid rehousing, permanent supportive housing), as indicated by the results of the survey's assessment. In addition to assessing individual needs, the VI-SPDAT has also enabled the Fairfield County region to initiate a by-name registry, prioritized by the unique vulnerability each household presents. This process ensures that housing is assigned to those who are most in need and who are most likely to perish on the streets without the appropriate housing and service interventions.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Opening Doors of Fairfield County Continuum of Care works with the Connecticut Department of Housing (DOH) to ensure alignment between the CoC's strategic goals and the uses of Emergency Shelter Grants (ESG). Homeless housing assistance and service providers within the Opening Doors of Fairfield County CoC are eligible to submit competitive grant applications to the State for ESG. The CoC is working to increase coordination with the DOH by acting as a quality control agent when an agency within the Norwalk/Fairfield County CoC receives ESG from the State. In this role the CoC collects project performance reports and ensures the project maintains compliance with ESG requirements.

The Opening Doors of Fairfield County CoC designated the Connecticut Coalition to End Homeless (CCEH) as the lead homeless management information systems (HMIS) organization. The CoC has a HMIS policy and Procedures Manual which requires the lead organization to input data accurately and in a timely manner.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Norwalk Human Relations Commission
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff members are active in housing issues, especially homeless issues.
2	**Agency/Group/Organization**	Norwalk Fair Rent Commission
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This commission works on affirmative action items for the City. It mediates rent and repair issues between landlords and tenants. Staff members are active in housing issues, especially homeless issues.

Identify any Agency Types not consulted and provide rationale for not consulting

All appropriate Agency's were consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	United Way of Coastal Fairfield County	Goal three of the continuum of care is "affordable housing is available on a continuum of need in Greater Norwalk". This is aligned with the Strategic Plan priority need, "limited high quality and affordable housing opportunities."
Five-Year Plan - Norwalk Public Housing Authority	Norwalk Housing Authority	The five-year plan and the Consolidated Plan explicitly coordinated efforts to address housing issues in the City.
Ten-Year Plan to Prevent and End Homelessness	City of Norwalk & United Way of Coastal Fairfield County	The goals of the ten-year plan address housing and supportive services which are identified as priority needs in the Consolidated Plan.
Choice Neighborhoods Initiative	Norwalk Redevelopment Agency & Norwalk Public Housing Authority	This collaborative effort addresses the needs of a low-opportunity neighborhood in a comprehensive manner, in-line with the priority needs and goals identified in the Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The Norwalk Redevelopment Agency obo The City of Norwalk, judiciously followed all guidance, policies and procedures provided by HUD with respect to the **CARES ACT/CDBG-CV Grant.**

The following process was expedited:

- April 25, 2020 - Legal Notice: Notice of Funding Available (NOFA) & Substantial Amendment to Citizen Participation Plan & PY45 Annual Action Plan
- April 30, 2020 - Last day to accept public comment (No public comments were received)
- May 20, 2020 - CDBG-CV Applications due
- May 28, 2020 - Legal Notice: CARES Act/CDBG-CV Public Hearing
- June 4, 2020 - Applicants presented to Planning Committee of the Common Council
- June 25, 2020 - Legal Notice: Amended Program Year 45 Annual Action Plan Available for 5-day Public Comment
- June 30, 2020 - Last day to accept public comment (No public comments were received)
- July 2, 2020 - Planning Committee of the Common Council public hearing for citizen comment on amended PY45AAP and CPP
- July 14, 2020 - Common Council approves the amended PY45AAP with the CDBG-CV proposals

CARES Act Amendment (Round 3 CDBG-CV3): The City under the provision of the CARES Act held a held a 5-day public comment period from October 29, 2020 to November 4, 2020. The City also held a public hearing on November 5, 2020 by the Planning Committee of Norwalk's Common Council to recommend PY45 CDBG-CV and PY46 CDBG funding activities and advance them to the Common Council for consideration. A second public hearing was held on November 10, 2020 during Common Council for the approval of the amendment.

***

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On December 11, 2018, the Notice of Funding Availability was released following two legal notices of its upcoming availability (November 27, 2018 and December 4, 2018). PY45 applications were due on January 23, 2019, and were presented by the applicants at a public meeting of the Planning Committee of the Common Council on February 7, 2019. They were also posted for public viewing on the Agency's page of the City of Norwalk's website.

On March 12th the Common Council addressed any Council Members that may have a Conflict of Interest with any applicants. It was recognized that there were no conflicts with any of the Common Council Members.

Following two legal notices of its upcoming availability (March 22, 2019 and March 29, 2019), the draft PY45 Annual Action Plan (AAP) was available for a 30-day public comment period from March 25, 2019, until April 23, 2019. The AAP was made available online and in hard copy at organizations throughout Norwalk's Urban Core. A public hearing was held on April 4, 2019, at a fully accessible location during the regular meeting of the Planning Committee of the Norwalk Common Council to discuss the Plan. The public hearing was announced in multiple media sources including the legal notices in the Norwalk Hour on March 22, 2019, and March 29, 2019.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
1	Public Hearing	Minorities Non-targeted/broad community Residents of Public and Assisted Housing Applicant Organizations	There were no comments received.	There were no comments received.	There were no comments received.	
2	Public Comment Period	Minorities Non-targeted/broad community Residents of Public and Assisted Housing Applicant Organizations	There were no comments received.	There were no comments received.	There were no comments received.	
3	Public Comment Period	Non-targeted/broad community	CARES Act Amendment (Round 3 CDBG-CV3): The City under the provision of the CARES Act held a held a 5-day public comment period from October 29, 2020 to November 4, 2020.	All comments accepted.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL
4	Public Hearing	Non-targeted/broad community	CARES Act Amendment (Round 3 CDBG-CV3): The City under the provision of the CARES Act held a public hearing on November 5, 2020 by the Planning Committee of Norwalk's Common Council to recommend PY45 CDBG-CV and PY46 CDBG funding activities and advance them to the Common Council for consideration.	All comments accepted.	All comments accepted.	
5	Public Hearing	Non-targeted/broad community	CARES Act Amendment (Round 3 CDBG-CV3): The City under the provision of the CARES Act held a public hearing on November 10, 2020 during Common Council for the approval of the amendment.	All comments accepted.	All comments accepted.	

Table 4 – Citizen Participation Outreach

OMB Control No: 2506-0117 (exp. 06/30/2018)

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Community Development Block Grants are the only formula grant received by the City of Norwalk. The 2015-2020 Consolidated Plan (ConPlan) estimated the City of Norwalk would receive approximately $4,495,000 in CDBG funds. The total amount available in PY45 (2019-2020) is $1,115,890.

CARES Act Amendment:

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law which included supplemental formula allocations to HUD's CPD programs, including CDBG entitlement funds. Additional **CDBG-CV funds** available is **$521,436.**

CARES Act Amendment Round 3 (CDBG-CV3): On September 11, 2020, HUD made available the remaining CDBG-CV allocation funds to entitlement grantees. The allocation named CDBG-CV3 (Allocation 3 – Part A) will be the final allocation for CDBG CARES Act funding. The CDBG-CV3 funding allocated to the City is $808,049.

The total amount available for Round 1 and Round 3 of CDBG-CV funds is $1,329,485.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	845,023	255,912	14,955	1,115,890	0	The City will use HUD, CPD funds to increase high quality affordable housing, expand economic opportunities, modernize public facilities and infrastructure, and increase available social services to the residents of Norwalk.
Other CDBG-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	1,329,485	0	0	1,329,485	0	CDBG-CV funds to be used to prevent, prepare for and respond to the Coronavirus. Round 1 CDBG-CV1 funds were for $521,436 and Round 3 CDBG-CV3 funds were for $808,049.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City awards a portion of its annual Community Development Block Grant (CDBG) allocation as grants to local organizations through a competitive process and recommends applicants provide matching funds, $2/$1 match for public service programs and a $1/$1 match for all other programs. Organizations in receipt of these grants receive support from an array of public and private sources to provide high quality and innovative programming in service of the community.

The Norwalk Redevelopment Agency (Agency) works strategically so that federal funds attract additional funding and spur private development to meet the needs of the community. The Agency leveraged portions of its CDBG award to access additional federal funds: two Section 108 loan guarantees, one providing seed capital to the Economic and Community Development Loan Fund and the other for the Wall Street Theater project. The Norwalk Housing Authority and the Agency were awarded a $30 million HUD Choice Neighborhood Implementation grant in June 2014 and are leveraging significant public and private resources to reposition the neighborhood to build a better future for current residents and to welcome new households and businesses to the area.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Two City-owned vacant properties are being developed into mixed-income housing for the CNI project described above. Ryan Park in South Norwalk and Freese Park in the Wall Street area are being redesigned to be more responsive to community needs.

Discussion

The Norwalk Redevelopment Agency will administer the $979,288 in CDBG funding to further advance Norwalk's high priority needs that are addressed in the 2015-2019 Consolidated Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Residential rehabilitation	2015	2019	Affordable Housing		Increase high quality and affordable housing	CDBG: $391,715	Rental units rehabilitated: 26 Household Housing Unit Homeowner Housing Rehabilitated: 9 Household Housing Unit
2	Code enforcement	2015	2019	Affordable Housing		Increase high quality and affordable housing	CDBG: $59,958	Housing Code Enforcement/Foreclosed Property Care: 10 Household Housing Unit
3	Economic development: technical assistance	2015	2019	Non-Housing Community Development		Expand economic opportunities	CDBG-CV: $427,866	Jobs created/retained: 19 Jobs
4	Public facility rehabilitation	2015	2019	Non-Housing Community Development		Modernize public facilities and infrastructure	CDBG: $339,740	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 9523 Persons Assisted
5	Community cleanups	2015	2019	Non-Housing Community Development		Modernize public facilities and infrastructure	CDBG: $49,958	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 5357 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Basic services	2015	2019	Non-Homeless Special Needs		Increase in available social services	CDBG: $56,986 CDBG-CV: $901,620	Public service activities other than Low/Moderate Income Housing Benefit: 9615 Persons Assisted
8	Health & mental health services	2015	2019	Homeless Non-Homeless Special Needs		Increase in available social services	CDBG: $67,816	Public service activities other than Low/Moderate Income Housing Benefit: 186 Persons Assisted
9	Employment training	2015	2019	Non-Housing Community Development		Expand economic opportunities	CDBG: $88,786	Public service activities other than Low/Moderate Income Housing Benefit: 175 Persons Assisted
10	Housing services	2015	2019	Affordable Housing Public Housing Homeless Non-Homeless Special Needs		Increase in available social services	CDBG: $60,928	Homelessness Prevention: 285 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Residential rehabilitation
	Goal Description	The residential rehab goal is inclusive of single- and multi-unit residential rehab CDBG matrix codes 14A and 14B, respectively; public housing modernization CDBG matrix code 14C; acquisition CDBG matrix code 14G; and housing rehab administration CDBG matrix code 14H.
2	**Goal Name**	Code enforcement
	Goal Description	The Agency will distribute funding to the Code Enforcement Officer to conduct inspections. The Code Enforcement Officer will then provide options to the homeowner on remediation of potential violations.
3	**Goal Name**	Economic development: technical assistance
	Goal Description	The Chief of Economic and Community Development will Administer the Walkbridge Business Mitigation Program however this is not characterized as technical assistance. This goal has been met otherwise. CARES Act Amendment: CDBG-CV funds provided for Job Retention activities.
4	**Goal Name**	Public facility rehabilitation
	Goal Description	The public facility rehab goal is inclusive of senior centers CDBG matrix code 03A; handicapped centers CDBG matrix code 03B; homeless facilities CDBG matrix code 03C; youth centers CDBG matrix code 03D; neighborhood facilities CDBG matrix code 03E; parks and recreational facilities CDBG matrix code 03F; fire stations/equipment CDBG matrix code 03O; and facilities for AIDS patients CDBG matrix code 03S.
5	**Goal Name**	Community cleanups
	Goal Description	The community cleanups goal is inclusive of: cleanup of contaminated sites and neighborhood cleanups, CDBG matrix codes 04A and 05V, respectively. The Agency will be funding community cleanups in urban parks.

7	**Goal Name**	Basic services
	Goal Description	Basic services are inclusive of: senior services CDBG matrix code 05A; youth services CDBG matrix code 05D; and childcare services CDBG matrix code 05L. CARES Act Amendment: CDBG-CV funds provided for vital public services that work to prevent, prepare for and respond to COVID-19.
8	**Goal Name**	Health & mental health services
	Goal Description	Health and mental health services are inclusive of substance abuse services CDBG matrix code 05F; services for battered and abused spouses CDBG matrix code 05G; services for abused and neglected children CDBG matrix code 05N; and mental health services CDBG matrix code 05O.
9	**Goal Name**	Employment training
	Goal Description	This goal includes Matrix Code 05H - Employment Training.
10	**Goal Name**	Housing services
	Goal Description	Housing services are inclusive of: operating costs of homeless and HIV/AIDS patient's programs CDBG matrix code 03T; fair housing activities CDBG matrix code 05J; subsistence payments CDBG matrix code 05Q; security deposits CDBG matrix code 05T; and housing counseling CDBG matrix code 05U.

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects funded in the 2019 Annual Action Plan meet the needs of low- and moderate-income individuals and households. Public service projects comprise 15% of the Norwalk CDBG allocation and are designed to serve low- and moderate-income individuals and families, including youth, adults, children, and persons with disabilities.

Public facility activities will address building improvements to a community center, funding for a Walkbridge Mitigation Program that will facilitate the retention of low/moderate income jobs in for businesses disrupted by the replacement of the bridge. There will also be planning efforts and transportation improvements to the South Norwalk Train Station, improvements to the Carver Center and the Norwalk Senior Center, all LMI Census Tracts or servicing LMI individuals.

Housing activities include rehabilitation of a rehabilitation group home and 3 homeowner housing units**.** The City Neighborhoods Program will also administer the Residential Rehabilitation Program to LMI families as well as the Residential Facade Improvement Program within the Choice Neighborhoods area.

Planning and Administration activities will be carried out by the Norwalk Redevelopment Agency which will administer the City's CDBG program.

The City Neighborhoods program includes the continued implementation of the Residential Rehabilitation Program and the Residential Facade Improvement Program, clean up of urban parks, and help to staff code enforcement activities throughout the City.

All projects are defined in accordance with HUD's uncapped income limits.

CARES Act Amendment: Regular CDBG funded projects have been consolidated by activity type. CDBG-CV funded projects are Administration, Public Services and Job Retention.

Projects

#	Project Name
1	CDBG: Public Services
2	CDBG: Public Facilities
3	CDBG: Housing Programs
4	CDBG: Planning and Administration
5	CDBG: Code Enforcement and Community Cleanups
6	CDBG-CV Administration
7	CDBG-CV Public Services
8	CDBG-CV Job Retention

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Many of the allocation priorities were focused on meeting ConPlan goals as it is the final year. Pending the final CAPER for the final year, the City will reassess all goals and counts to assure that all goals were met and reported properly.

AP-38 Project Summary

Project Summary Information

(see following table)

CDBG-CV Projects start on Page 35

1	**Project Name**	CDBG: Public Services
	Target Area	
	Goals Supported	Basic services Health & mental health services Employment training Housing services
	Needs Addressed	Expand economic opportunities Increase in available social services
	Funding	CDBG: $154,684
	Description	$154,684 will go to 7 different organizations to provide services to over 896 individuals.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	7 organizations will provide services and training to 896 individuals.
	Location Description	All programs are available to all LMI Norwalk residents. The physical locations of the establishments are: 100 East Avenue, Norwalk, CT 06851; 51 Van Zant Street, Norwalk, CT 06855; 20 West Avenue, Norwalk, CT 06856; 55 Chestnut Street, Norwalk, CT 06854; 76 South Main Street, Norwalk, CT 06854; and 11 Allen Road, Norwalk, CT 06851. All are located within LMI Census Tracts.

	Planned Activities	**<u>Child Guidance Center - DBT Program($21,628):</u>** DBT is an evidence-based treatment designed for adolescents who present with high-risk behaviors (self-injurious behaviors, suicidal ideations, etc.). DBT is designed to increase overall functioning and unlock potential in the adolescents we serve so they can actively participate in their home-life, school, and community; thus, increasing the likelihood that they grow to become independent, self-sufficient adults. **<u>Domestic Violence Crisis Center - Norwalk SafeHouse Basic Needs ($27,028):</u>** DVCC will provide services to help their clients with basic needs of shelter, food, clothes, and hygiene. SH Advocates provide clothing for the client (and children if needed), give each person a hygiene kit, and give them a tour of the SH, including the kitchen and where the food stores are. After these needs are met staff will help with the client's trauma and find them a safe place to live after the SH. **<u>East Norwalk Library Association – STEAM Program ($7,000)</u>**: Will provide 25 individuals with access to information and to aid them in their pursuit of education, information, and recreation. The organization will introduce local, noted authors and lecturers for adults, as well as demonstrative programs like cooking and music. This includes the start of a robotics program for our youth and expanded early literacy for preschool children and families. **<u>Higher Education Learning Professionals (HELP) – College Edge Program ($14,000):</u>** The College Edge Program is a comprehensive series of college & career readiness workshops, SAT test preparation lessons, college tours, and private coaching sessions designed to guide students and families to and through the college application process. The goal of the College Edge Program is 100% college placement for 20 low-income Norwalk program participants. **<u>Open Door Shelter - Changing Lives Through Living Wage Jobs ($37,828):</u>** The Changing Lives Through Living Wage Jobs program at the Smilow Life Center will leverage community organization programs to increase skill levels and job opportunities through job skills training, coaching and placement in jobs with a focus on skilled trades jobs training for homeless individuals, disenfranchised youth and individuals living in poverty. CDBG funds are requested specifically for staffing that will guide Norwalk residents in the program through the job training process and ensure program completion leading to financial and housing independence. Currently, 95% of participants in the program are Norwalk residents. **<u>Person to Person - Emergency Assistance Program ($30,970):</u>** The grant will be dedicated to staff time interviewing Financial Assistance clients and administering payments to avoid eviction, prevent utility shut off, or allow clients to obtain more suitable housing by providing security deposits, paid directly to the landlord or utility provider, for approximately 285 households. **<u>Senior Services Coordinating Council - Healthy Lifestyles Program ($16,230):</u>** SSCC is looking to promote healthy behaviors and educate the senior community about a variety of health topics including healthy eating and communicable diseases because of infection rates for STD's keep climbing among Americans 60 and older. Also many of the diseases suffered by older persons are the result of dietary factors. We will touch on topics such as tick-borne illnesses since a study of 1,454 patients showed 33% of people over 65 tested positive for Lyme. We will also share information on cancer prevention and healthy homes. SSCC will provide group talks with the Health Dept to encourage healthy lifestyles and help promote change in elderly communities. Educating 205 seniors in Norwalk.

2	**Project Name**	CDBG: Public Facilities
	Target Area	
	Goals Supported	Public facility rehabilitation
	Needs Addressed	Expand economic opportunities Modernize public facilities and infrastructure
	Funding	CDBG: $309,782
	Description	$197,576 is reserved for public facilities funding such as activities that will assist in replacing bleachers of a community center gymnasium and complete HVAC improvements to a senior center. City Neighborhoods: Public Facility and Infrastructure improvements will be made at the South Norwalk Train Station in South Norwalk.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Funds will assist at least 5 business owners to retain low-income jobs as well as provide an area benefit to over 6,239 people.
	Location Description	The Walkbridge Mitigation Program will be applicable to all businesses affected by the Walkbridge project. These include LMI Census tracts in South Norwalk and East Norwalk. The other locations are 11 Allen Road, Norwalk, CT 06851 and 7 Academy Street, Norwalk, CT 06850. City Neighborhoods: Public Facility and Infrastructure improvements will be made at the South Norwalk Train Station in South Norwalk.
	Planned Activities	Gymnasium bleachers will be replaced at the Carver Community Center ($29,533), HVAC improvements will be made to the Norwalk Senior Center ($68,043), and businesses that are negatively affected by the Walkbridge project will be assisted with direct financial assistance to retain low-income jobs ($100,000). City Neighborhoods Public Facility and Infrastructure improvements at the South Norwalk Train Station in South Norwalk ($112,206)
3	**Project Name**	CDBG: Housing Programs
	Target Area	
	Goals Supported	Residential rehabilitation
	Needs Addressed	Increase high quality and affordable housing
	Funding	CDBG: $361,757

	Description	CDBG funds of $101,212 will be used to make improvements to 3 owner-occupied units, 1 group home for disabled individuals, and 16 supportive housing units. Housing programs includes the City Neighborhoods Program, which will include Rehab Admin ($122,760) and Multi-Family Rehab ($131,785). City Neighborhoods funding will be used at various addresses throughout the City of Norwalk. Applications for the Residential Rehabilitation program are accepted from LMI individuals throughout the City. Residential Facade Improvements are made in the Choice Neighborhoods geography in South Norwalk.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Three low-income families will be assisted through a home revitalization program, 16 homeless families will be assisted through supportive housing rehabilitation, and 10 individuals will be assisted through the rehabilitation of a group home. City Neighborhoods: Housing assistance is anticipated to include continuing the Residential Facade Improvement Grant Program (10 units - LMI Restricted), the Residential Rehabilitation Program (5 Loans - LMI restricted), and Revolving Loan Fund.
	Location Description	Projects will be selected on a rolling basis for the home revitalization program. The other activities will occur at 125.5, 127, 129, 139 South Main Street, Norwalk, CT 06854; 4 Couch Street, Norwalk, CT 06854; and 4 St. John Street, Norwalk, CT 06850. City Neighborhoods Residential Rehabilitation program funding will be used at various addresses throughout the City of Norwalk for eligible LMI households. Residential Facade Improvements are made in the Choice Neighborhoods geography in South Norwalk.

	Planned Activities	**<u>HomeFront - Home Revitalization ($15,000):</u>** HomeFront will perform critical home repairs, ensuring a healthy living environment and improving handicap accessibility for three very low-income homeowners in Norwalk. **<u>Keystone House - Improvements to St. John Street Facility ($25,000):</u>** Keystone will use funds to replace the driveway, repair the deteriorating retaining wall alongside the driveway and to renovate the first-floor bathroom. St. John Street home provides affordable housing and services for adults with a serious mental illness. Keystone House provides essential mental health services and creates suitable/affordable living environments for individuals receiving mental health services at this location. By continually upgrading the living environment, Keystone House is ensuring the continued availability/accessibility of this living environment/services to individuals recovering from a mental illness. **<u>Open Door Shelter - Renovations to Supportive Housing ($55,313):</u>** Open Doors Shelter will use funds to improve the safety and energy efficiency of supportive housing units for homeless families by renovating multifamily houses at 125.5, 127, 129 and 139 South Main Street and 4 Couch Street in South Norwalk. Renovations include heating systems and new roofs. These five buildings contain a total of sixteen supportive housing units for homeless families. These buildings are close to shelter services (food, health care, clothing, and case management). **<u>City Neighborhoods Program - Rehab Admin ($122,760), Multi-Family Rehab ($131,785):</u>** Housing assistance is anticipated to include continuing the Residential Facade Improvement Grant Program (10 units - LMI Restricted), the Residential Rehabilitation Program (5 Loans - LMI restricted), and Revolving Loan Fund.
4	**Project Name**	CDBG: Planning and Administration
	Target Area	
	Goals Supported	Residential rehabilitation Code enforcement Economic development: technical assistance Public facility rehabilitation Community cleanups Basic services Health & mental health services Employment training Housing services
	Needs Addressed	Increase high quality and affordable housing Expand economic opportunities Modernize public facilities and infrastructure Increase in available social services

	Funding	CDBG: $239,667
	Description	The Agency will use $239,667 of CDBG funds to cover costs associated with the administration of the City's CDBG program for the 2019-2020 fiscal year as well as complete the 2020-2025 Consolidated Planning Process.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Agency will use $239,667 of CDBG funds to cover costs associated with the administration of the City's CDBG program for the 2019-2020 fiscal year which will benefit the City wholistically and all of its 33,385 households.
	Location Description	The Norwalk Redevelopment Agency is located within Norwalk City Hall at 125 East Avenue, Room 202; Norwalk, CT 06851.
	Planned Activities	**Norwalk Redevelopment Agency - CDBG Planning & Administration ($239,667):** The Agency will administer the City's CDBG program for the 2019-2020 fiscal year as well as undertake the 2020-2025 Consolidated Planning Process.
5	**Project Name**	CDBG: Code Enforcement and Community Cleanups
	Target Area	
	Goals Supported	Residential rehabilitation Code enforcement Public facility rehabilitation Community cleanups
	Needs Addressed	Increase high quality and affordable housing Modernize public facilities and infrastructure
	Funding	CDBG: $50,000
	Description	$50,000 in CDBG funds will be used to fund the Agency's City Neighborhoods Code Enforcement and Community Cleanups. Code enforcement and neighborhood cleanups will be completed throughout the City.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	City Neighborhoods will clean city parks, and proactively code enforce 10 units.

	Location Description	Code enforcement and neighborhood cleanups will be completed throughout the City.
	Planned Activities	As part of the City Neighborhoods program: Code Enforcement ($30,000) Community Cleanups ($20,000)

CARES Act Amendment Projects (CDBG-CV1 & CDBG-CV3)

6	**Project Name**	CDBG-CV Administration
	Target Area	Citywide
	Goals Supported	Basic services Health & mental health services Employment training Economic development: technical assistance
	Needs Addressed	Increase in available social services Expand economic opportunities
	Funding	CDBG-CV: $139,141
	Description	Funds to cover costs associated with the administration of the City's CARES Act/CDBG-CV program. The City will allocate CDBG-CV funds to admin with from $58,337 from CDBG-CV1 (20%) and $80,804 from CDBG-CV3 (10%).
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A. Admin activities will be towards administering the CDBG-CV activities.
	Location Description	The administrative planning and operation for the CDBG-CV program will be conducted at the Norwalk Redevelopment Agency: 3 Belden Avenue, Norwalk, CT 06850
	Planned Activities	Funds to cover costs associated with the administration of the City's CARES Act/CDBG-CV program.
7	**Project Name**	CDBG-CV Public Services
	Target Area	Citywide
	Goals Supported	Basic services Health & mental health services Employment training
	Needs Addressed	Increase in available social services
	Funding	CDBG-CV: $832,049

OMB Control No: 2506-0117 (exp. 06/30/2018)

	Description	Funds will be used to cover approved public services applications associated with the City's CDBG-CV program. There are currently 13 selected applicants to receive funding. Another 5 selected applicants were added for CDBG-CV3 funding.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	CDBG-CV1: An estimated 6,227 LMI individuals and 800 LMI families will benefit from the proposed activities. These estimates come from the CDBG-CV applications and were confirmed via phone calls to individual organizations. CDBG-CV3: An estimated 3,388 LMI individuals and 200 LMI families will benefit from the proposed activities from Rd 3 funding.

	Location Description	Public services in the CDBG-CV program will assist eligible individuals and households throughout the City. Service provider locations are listed below. **Bridgeport Rescue Mission**: 1088 Fairfield Avenue Bridgeport, CT 06605 **Carver Foundation**: 7 Academy Street Norwalk, CT 06850 & 46 Concord Street Norwalk, CT 06850 **Domestic Violence Crisis Center (DVCC)**: 16 River Street, First Floor, Norwalk, CT 06850 **ElderHouse**: 7 Lewis Street Norwalk, CT 06851 **Family & Children's Agency**: 9 Mott Avenue Norwalk, CT 06850 **Filling in the Blanks**: 346 Main Avenue, Suite 3A, Norwalk, CT 06851 **Greater Norwalk Hispanic Chamber of Commerce (GNHCC)**: 197 Newtown Avenue Norwalk, CT 06851 **Higher Education Literacy Professionals (HELP)**: 100 Wolfpit Avenue, Unit 7, Norwalk, CT 06851 **Malta House**: 5 Prowitt Street Norwalk, CT 06855 **Mid Fairfield AIDS Project**: 618 West Avenue Norwalk, CT 06850 **Norwalk Senior Cente**r: 11 Allen Road Norwalk, CT 06851 **Person-to-Person**: 76 South Main Street Norwalk, CT 06854 **Serving all Vessels Equally (SAVE)**: 31 Concord Street Norwalk, CT 06854 **Jewish Family Services:** Citywide services **Keystone House:** 147 Main Street, Norwalk CT 06851 **Mid Fairfield Child Guidance Center:** 100 East Ave, Norwalk, CT 06851 **Early Childhood - City of Norwalk Community Services:** 125 East Ave., Room 324, Norwalk, CT 06851 **Supportive Housing Works:** Citywide services **Triangle Community Center:** 650 West Ave., Norwalk, CT 06850

	Planned Activities	**Round 1 CDBG-CV1:** **Bridgeport Rescue Mission**: Food Delivery & Pantry Operation **Carver Foundation**: Summer Enrichment Program **Domestic Violence Crisis Center**: PPE & Office Updates in Response to COVID-19 **ElderHouse**: COVID-19 Program Enhancement Project **Family & Children's Agency**: PPE & Sanitation Product to safely serve Norwalk's most vulnerable residents due to COVID-19 **Filling in the Blanks**: Weekend Meal Program **Greater Norwalk Hispanic Chamber of Commerce**: Rise to respond & prevent COVID-19 **Higher Education Literacy Professionals**: College Edge Program COVID-19 Adjustments **Malta House**: Residential Program **Mid Fairfield AIDS Project (MFAP)**: Support for COVID-19 affected and infected persons living with AIDS **Norwalk Senior Center**: Meals on Wheels **Person-to-Person**: Door2door, Norwalk **Serving all Vessels Equally**: COVID-19 Prevention and Awareness **Round 3 CDBG-CV3:** **Carver Center:** COVID screening room **Domestic Violence Crisis Center:** Youth and Family Counseling **Elder House:** Job Retention and COVID Cleaning Supplies **Filling in the Blanks:** Weekend Meal Program **Jewish Family Services:** Meal delivery to senior citizens **Malta House:** Support for pregnant mothers or mothers with infants **Keystone House:** Laptop purchases and laptop use training for clients **Mid Fairfield Child Guidance Center:** Mid Fairfield Child Guidance Center **Early Childhood - City of Norwalk Community Services:** PPE and sanitation **Norwalk Senior Center**: Meals on Wheels **Person to Person Emergency Assistance:** Emergency Assistance Program **Supportive Housing Works:** Rent relief and financial assistance **Triangle Community Center:** Technology for case management and mental health telehealth & PPE

8	**Project Name**	CDBG-CV Job Retention
	Target Area	Citywide
	Goals Supported	Economic development: technical assistance
	Needs Addressed	Expand economic opportunities
	Funding	CDBG-CV: $358,295
	Description	The City will allocate CDBG-CV funds towards Job Retention activities for workers affected by COVID-19. This activity will assist workers affected by COVID-19.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	An estimated total 19 Jobs. (13 jobs from Maritime Aquarium and 6 jobs from Stepping Stones)
	Location Description	Citywide
	Planned Activities	CDBG-CV funds will go towards Job Retention activities at organizations Maritime Aquarium and at Stepping Stones.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Norwalk does not allocate funding based solely on geographic requirements. Individuals or households must meet income qualifications in order to receive direct assistance from activities and services in the CDBG program. For eligible activities to public facilities & infrastructure improvements as well as economic development opportunities the City will be targeting low- to moderate-income identified census tract areas in need. See below on how the City will determine these areas.

Geographic Distribution

Target Area	Percentage of Funds
Wall Street	0
South Norwalk	0
Citywide	0

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Norwalk does not allocate funding based solely on geographic requirements. When the project or planned activities are intended to serve individuals or households directly, those individuals or households must meet income qualifications, as well as residency requirements, in order to receive assistance from the program. In these instances, City staff and/or one of its partner agencies shall complete an in-take and eligibility status review of the applicant individual, or household, before the project/activity is initiated.

Additionally, the City has identified infrastructure and public facility improvement activities. In which case, the planned activities will serve a community, neighborhood or "area". These projects (or activities) are said to have an "area-wide" benefit. Per HUD requirements, these areas must be within an eligible Census Tract, as defined by HUD-CDBG regulations, whereby the majority of the residents are low to moderate-income.

To determine these Tracts the City will be utilizing HUD CDBG Low Mod Income Summary Data (LMISD) from the HUD Exchange website, which has redefined the eligible tracts within the jurisdiction. The identified census block group tracts within the jurisdiction that are considered low-moderate income can be found on the HUD Exchange website at: https://www.hudexchange.info/programs/acs-low-mod-summary-data/

Discussion

N/A

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Increasing the number of high quality and affordable housing is a high priority in the City of Norwalk. Sufficient amounts of affordable housing in a community can have multiple positive impacts on lower-income households, including housing choice and the opportunity to save money and build financial security. According to HUD's 2018-2022 Strategic Plan, only 62.0 rental units are affordable and available for every 100 very low-income renters, and only 37.7 units are affordable and available for every 100 extremely low-income renters. Additionally, according to HUD's 2017 report to Congress, despite a strengthening national economy, the number of cost-burdened individuals is at an all-time high and as a result, produces an extreme need to analyze affordable housing options throughout Norwalk as well as the nation as a whole.

The age of the housing stock in Norwalk has implications for the need for housing rehabilitation and lead abatement. Housing needs and qualities are analyzed and discussed in more detail in the Needs Assessment and Market Analysis sections of the Consolidated Plan. Housing activities include a home revitalization project which will repair 3 owner-occupied homes, improvements to a low-income group home that houses 10 individuals, and improvements to 16 supportive housing units. The City Neighborhoods project will renovate an additional 15 housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	301
Non-Homeless	19
Special-Needs	0
Total	320

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	285
The Production of New Units	0
Rehab of Existing Units	35
Acquisition of Existing Units	0
Total	320

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Person to Person has an Emergency Assistance program that provide rental assistance, utility assistance, and eviction prevention services.

HomeFront is leveraging CDBG funds to rehabilitate 3 homes for low-income families. Keystone House is making improvements to a group home that contains ten low-income individuals.

The City Neighborhoods program will assist 15 low-income families or individuals with rehabilitation to their homes or apartments via the Residential Rehabilitation Loan Program and the Residential Facade Improvement Grant Program.

AP-60 Public Housing – 91.220(h)

Introduction

The Norwalk Housing Authority (NHA), the principal provider of assisted housing in the City, has 1,131 public housing units and 680 housing choice vouchers. The NHA forms strategic partnerships with the City and nonprofits to serve its residents.

Actions planned during the next year to address the needs to public housing

With City of Norwalk Capital Budget funding, the NHA plans on addressing the following in its developments (with the exception of Washington Village): health and safety issues and meeting ADA requirements; heating systems; other needs, with priorities to older properties.

The NHA, partnering with the Norwalk Redevelopment Agency, was awarded a Choice Neighborhood Implementation grant in 2014 for South Norwalk. The Choice Neighborhood Initiative (CNI) project represents the largest capital improvement for the NHA in 2016. The development will replace 136 units of housing at Washington Village (an NHA family development) with 273 units of mixed-income housing. When finished, the development will include a Community Center and a resource center.

According to the Norwalk Housing Authority's (NHA) FY2019 Annual Plan, the NHA intends to explore all opportunities including Project-Based Vouchers & Supportive Housing, Demolition and/or Disposition, and improvements to 20 West Avenue and Roodner Court. These activities support their #1 Goal: Transformation Initiatives which focuses on creating and sustaining more high-quality public housing units throughout the City.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The NHA has a resident advisory board (RAB) with a membership of 18 to 22 people. On occasion, a member resigns or leaves the NHA and a volunteer member is recruited to fill the vacancy. The RAB meets at least quarterly and is briefed by the NHA staff on changes to policy and improvements to the housing developments. In addition to the RAB, the NHA Board of Directors has a resident representative, and each development has a resident group that meets three to four times a year or as needed. Each of these groups participated in the formulation of the Five Year Plan for the NHA which was completed in 2014 as well as the FY2019 Annual Plan.

Goal #4 of the NHA's FY19 Annual Plan is to "Improve Opportunities for Residents". The NHA works to encourage self-sufficiency, reduce dependency and help break the cycle of poverty. The NHA has 138 participants in the targeted Family Self-Sufficiency program. This program serves a range of households

OMB Control No: 2506-0117 (exp. 06/30/2018)

with programs ranging from managing finances to establishing careers and improving employment.

For the CNI, the NHA and its consultants will reach out continuously to Washington Village residents to keep them engaged in the development of the replacement units. The NHA will implement a general "people plan" that includes a broad network of community partners. The total CNI funded commitment for the "people plan" is over $4 million, leveraging over $18 million. For instance, the Norwalk Community College and Workforce Inc. will provide educational and workforce training opportunities to Washington Village residents that could lead to an income level that would support homeownership.

Supported by the CNI, the NHA will help Washington Village residents become economically self-sufficient and more able to meet their personal wellness goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital.

Other goals of the NHA's FY19 Annual Plan are to "Improve the Wellbeing of Residents", "Increase Assisted Housing Choices", "Breaking the Cycle of Poverty", and "Promote Fair Housing". In fulfilling these goals, the NHA encourages residents to become more involved in management and participatory in homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not designated as troubled.

Discussion

The Norwalk Housing Authority (NHA) continually evaluates the needs of residents and institutes program initiatives to meet those needs. Those efforts include programs often found at housing agencies, like the Family Self-Sufficiency program. In addition, the NHA reaches out with programs not normally found at housing authorities.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Norwalk is not a direct recipient of Emergency Solutions Grant (ESG) or Housing Opportunities for Persons with AIDS (HOPWA) funds. The City's Director of Fair Rent/Human Relations is the co-chair of the Opening Doors of Fairfield County Continuum of Care (CoC). The Agency works closely with social service providers in the City. The City has awarded CDBG grants and loans in support of efforts to prevent and end homelessness and meet the needs of non-homeless people with special needs. Through the CDBG goals for basic, health and mental health, and housing services and employment training, the City will support homeless housing and service providers to prevent and end homelessness. The Agency will continue to support social service providers in the City, financially and as a collaborative partner, in the coming year.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The members of the CoC will continue working together to reach out to homeless persons and assess their needs. Homeless and special needs housing and service providers, the Norwalk Police Department and local businesses have joined the SoNo Alliance and are connecting unsheltered homeless people with services through information and transportation. To ensure housing first, United Way's 2-1-1 call center and homeless housing and service providers will continue to conduct initial assessments with people in need followed by the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment when people are housed.

Addressing the emergency shelter and transitional housing needs of homeless persons

Open Door Shelter, Malta House and 40 South Main, the emergency shelter and transitional housing providers in Norwalk, respectively, will continue to provide comprehensive services to their clients. It is the CoC's policy that no funded program (CoC or ESG) contracted to serve families may deny admission to any family with a child under 18 or to any member of the family.

The Domestic Violence Crisis Center will continue operating its Norwalk SafeHouse emergency shelter for survivors of domestic violence.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Homeless housing and service providers in Norwalk will continue to help homeless persons make the transition into permanent housing and independent living by implementing the strategies established by the CoC. These strategies will continue to include diversion when possible; prioritizing placement of households into permanent housing by length of time homeless; working with partners such as the Agency and the Norwalk Housing Authority to facilitate access to affordable housing and preventing relapses into homelessness by connecting clients to the appropriate services and following up with clients on a regular basis until it is determined that support services are no longer required.

The Norwalk Housing Authority has designated a number of Section 8 Housing Choice Vouchers to homeless individuals and families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Homeless housing and service providers in Norwalk will continue to be partners by participating in planning and coordinating activities through the CoC.

The City uses CDBG monies to support anti-poverty programs which help get households on the road toward financial security in order to avoid homelessness. The Agency will provide technical assistance to area businesses and employment training programs which will work in concert to strengthen and grow the job market and develop a qualified workforce. The Agency will continue the Residential Facade Improvement Program and the Residential Rehabilitation Loan program in order to maintain the number of high-quality affordable housing units in Norwalk.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

While it does not involve a public policy, the greatest barrier to affordable housing in Norwalk is the general market condition and the cost of housing. Norwalk uses all possible sources of funding and leverage to create and preserve affordable housing. The City of Norwalk is also currently updating its Plan of Conservation and Development which will includes an affordable housing component and promotes the need of a comprehensive affordable housing strategy Citywide.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The Choice Neighborhood Initiative (CNI) is an example of the City's work to overcome expectations for a return on private investment for housing, and the general condition of the housing market. By combining resources, including the CNI grant of $30 million, housing tax credits and other resources, the City and the Norwalk Housing Authority can offer an attractive investment for housing development. The CNI will feature a mixed-income housing development of 273 units, including 136 replacement units for Washington Village, which will be owned and managed by Trinity Financial.

Land use and building regulations in Norwalk have overcome impediments to affordable housing allowing and promoting such innovations as accessory apartments. For the "inclusionary zoning" benefits for affordable housing, the development has to be located in the City's urban core. The City will examine the extension of the requirement to other areas in the City.

The City will consider changes to its Housing Code (Chapter #59-9) which defines rooming houses as three unrelated individuals living together and includes extensive requirements for certifying/permitting a rooming house. Agencies assisting people with disabilities contract with owners of residential buildings to house people with disabilities; however, the requirements for obtaining a rooming house permit create an impediment to housing people with disabilities.

The City is also looking to assess the affordable housing needs and address such needs in the new Plan of Conservation and Development to be adopted in 2019. Certain geographies of the City, such as in the South Norwalk Transit Oriented Development area, have taken steps to increase the inclusionary zoning requirement and as a result, a broader approach is also being analyzed in other similar areas.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Norwalk has many initiatives in place to address other City needs including but not limited to an inclusionary zoning requirement, programs in place to address lead hazards, and a Language Access Plan that ensures proper outreach to any and all community members.

Actions planned to address obstacles to meeting underserved needs

The City of Norwalk will continue to work to meet the needs of the community, including continued implementation of its Language Access Plan.

Actions planned to foster and maintain affordable housing

Through a mix of funds, including a HUD Choice Neighborhood Implementation grant and State and private resources, an increasing number of new affordable rental and ownership units will be made available over the next year and in the following three years for extremely low-, low- and moderate-income households.

The City will continue implementing its inclusionary zoning ordinance which requires new, converted or renovated housing developments in the Urban Core to make 10% of their housing units affordable to persons of very-low, low and moderate income once 20 or more units have been built. Additionally, the City will consider expanding the geographic scope of this ordinance beyond the Urban Core.

Norwalk Redevelopment Agency's (Agency) will continue to administer the Residential Rehabilitation Loan Program and the Residential Facade Improvement Program both of which help maintain high-quality affordable housing.

Actions planned to reduce lead-based paint hazards

Norwalk Housing Authority (NHA) will address lead-based paint (LBP) hazards and increase access to housing without LBP hazards through the replacement of all 136 units of Washington Village apartments. When Washington Village was built in the late 1930s, lead paint was still in use.

The Agency will continue rehabilitating units in the South Norwalk area. When these affordable housing units are finished, they will be free of LBP hazards. All housing developments supported by the Agency, in South Norwalk or elsewhere in the City, will be without LBP hazards.

Actions planned to reduce the number of poverty-level families

The Choice Neighborhood Initiative (CNI) will provide intensive case management to connect residents of the Norwalk Housing Authority (NHA) with services and programs that will help achieve their goals. Key partners include Norwalk Community College, Career Resources, Inc., Norwalk Community Health Center, Day Street Health Center and Norwalk Hospital. The plan also includes educational improvements and reforms. The NHA's scholarship program assists NHA residents to continue their education after high school.

The Agency will provide technical assistance to area businesses and employment-training programs, which together will strengthen and grow the job market by developing a qualified workforce.

The Economic and Community Development loan fund will provide capital to projects with positive economic and community development benefits within the City of Norwalk's Urban Renewal Areas, expanding job opportunities.

Actions planned to develop institutional structure

Opening Doors of Fairfield County Continuum of Care (CoC) provides structure to the organizations which comprise the homeless institutional delivery system.

Actions planned to enhance coordination between public and private housing and social service agencies

The Choice Neighborhood Initiative will significantly enhance coordination between public and private housing as the development will include replacement public housing units, workforce housing units and market rate units mixed together will all units designed to the same standards, regardless of the resident's income level.

The CoC will continue to be the main organization by which social service agencies coordinate and collaborate.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The total amount of funding for PY45 is estimated to be $1,115,890. This includes the allocation of $845,023, program income of $255,912, and reprogrammed funds of $14,955.

CARES Act Amendment: Additional funds from CDBG-CV1 ($521,436) and CDBG-CV3 ($808,049) for a total amount of $1,329,485 in funds to prevent, prepare for and respond to COVID-19.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	255,912
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**255,912**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

VII.D

TO:	Members of the Community Services and Personnel Committee
FROM:	Mary Oster, Early Childhood Coordinator
SUBJECT:	Sub Contract Agreements for Child Daycare Contract Funding
DATE:	September 10, 2020

The Norwalk Common Council will be asked to approve a Sub-Grant Agreements with Odyssey Learning, Inc., Growing Seeds Too Child Development Center, Inc., Trinity CDC, Inc., Connecticut Institute for Communities, Inc. and Stepping Stones Museum for Children to operate toddler and preschool programs in Norwalk through June 30, 2022. These programs are funded by the Child Daycare Contract grant from the state of Connecticut.

The programs receive all approvals necessary from the State of Connecticut, Office of Early Childhood (OEC) licensing division to operate a childcare program in those centers.

Action to be taken:

1. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Odyssey Learning, Inc. to provide for Child Day Care grant funding in the amount of $460,598.81 for FY2021 and $628,410.09 for FY2022 for eligible program expenses.

2. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Growing Seeds Too Child Development Center, Inc., to provide for Child Day Care grant funding in the amount of $476,890.45 for FY2021 and $650,637.41 for FY 2022 for eligible program expenses.

3. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Trinity CDC, Inc., to provide for Child Day Care grant funding in the amount of $70,861.36 for FY 2021 and $96,678.48 for FY 2022 for eligible program expenses.

4. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Connecticut Institute for Communities, Inc. (CIFC) (Greater Norwalk Head Start) to provide for Child Day Care grant funding in the amount of $95,410.81 for FY 2021 and $130,413.29 for FY 2022 for eligible program expenses.

5. Authorize the Mayor, Harry W. Rilling, to execute a Sub-Grant Agreement between the City of Norwalk and Stepping Stones Museum for Children, Inc. to provide for Child Day Care grant funding in the amount of $26,573.01 for FY 2021 and $36,254.43 for FY 2022 for eligible program expenses.

Norwalk Child Daycare Contract Funding

Child Day Care programs provide early care and education to infants, toddlers, and preschoolers who meet certain eligibility requirements, including falling below 75% of the state median income. These programs are located in various towns and cities across Connecticut. Section 8-210 of the Connecticut General Statutes (C.G.S.) specifies that the purpose of this funding is for the development and operation of child day care centers for children disadvantaged by reasons of economic, social or environmental conditions pursuant.

The services provided through the Child Day Care Contracts are supported through state funds. Enrollment is conducted at individual programs.

The Child Daycare Contract funds full day, full year toddler and preschool care in these locations:

Site	# children	Type of slot
Ben Franklin Center (Growing Seeds)	23 43	Toddler Preschool
Nathaniel Ely Center (Odyssey)	52	Toddler
Nathaniel Ely Center (Head Start)	43	Wrap-around (increase the hours of preschool day)
Growing Seeds-Trinity Place	8	Toddler
Stepping Stones Museum for Children	3	Toddler

Child Daycare Contract funded programs:

- Must be National Association for the Education of Young Children (NAEYC) accredited within 3 years of funding and remain accredited throughout funding.
- Must be licensed by the Connecticut Office of Early Childhood (OEC)
- Follow all OEC requirements and policies.
- Submit monthly program status reports to the Norwalk Early Childhood Office. These are reviewed and a consolidated report is forwarded to the OEC.
- Receive twice-yearly monitoring visits to check child records for family eligibility by the City's Early Childhood Coordinator.
- Each funded classroom teacher is observed by the City's Early Childhood Coordinator using the CLASS monitoring tool.
- Receives periodic walk-through visits by City's Early Childhood Coordinator

STATE OF CONNECTICUT
OFFICE OF EARLY CHILDHOOD

Connecticut Office of Early Childhood

Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Beth Bye
Commissioner

November 19, 2020

The Honorable Harry W. Rilling
Mayor
City of Norwalk
City Hall, 125 East Avenue
Norwalk, CT 06856

CONTRACT #: **20OECCDC01NWK**
PERIOD: **10/5/2020– 6/30/2022**
AMOUNT: **$2,672,728.04**

Dear Mayor Rilling:

The accompanying documents are for execution of the Purchase of Service contract agreement referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all contract documents to my e-mail address *andrea.alexander@ct.gov* **ASAP.** The following documents are included:

- **Contract terms (Part I – Description of Services and Part II – Mandatory Terms and Conditions)**

- **Signature & Approvals -** Please have your authorized signatory sign and date, preferably in blue ink.

Current versions of the following forms must be uploaded onto the Department of Administrative Services' BizNet contracting portal https://www.biznet.ct.gov/Company/CompanyInfo.aspx. The forms that apply to this contract are attached for your convenience to use if you have not already uploaded them or they need updating. If you have questions about BizNet please contact DAS at DASIBI.webmaster@ct.gov

- Nondiscrimination Certification revised January 2016
- OPM Ethics Form 1 - Gift and Campaign Contribution Certification (please update as needed)
- OPM Ethics Form 5 - Consulting Agreement Affidavit
- OPM Ethics Form 6 – Ethics Affidavit
- OPM Ethics Form 7 – Iran Certification
- Workforce Analysis (fillable form on BizNet, please update as needed)

If you have any questions regarding this process, please contact me at (860) 418-6986 or through e-mail at *andrea.alexander@ct.gov*. For questions regarding the contract content, please contact Annette Carbone at (860) 500-4423 or through e-mail at *annette.carbone@ct.gov*.

Sincerely,
Andrea C. Alexander
Grants and Contracts Specialist
Central Contracts Unit
Business Administration Unit at DMHAS
410 Capitol Avenue
Hartford, CT 06134
Andrea.alexander@ct.gov
(860) 418-6986

cc: OEC CDC Program staff

____ Original Contract Number:	20OECCDC01NWK			
____ Amendment Number:	______			
Maximum Contract Value:	$2,672,728.04			
Contractor Contact Person:	**Harry W. Rilling**		**Tel: (203) 854-7701**	
OEC Program:	**Annette Carbone**		**Tel: (860) 500-4423**	

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Effective July 1, 2018
Revised October 19, 2018

The State of Connecticut **OFFICE OF EARLY CHILDHOOD**

Street: **450 COLUMBUS BOULEVARD, 3rd FLOOR**

City: **HARTFORD** **State:** **CT** **Zip:** **06103**

Tel#: **(860) 500-4412** **("Agency" and/or "Department"), hereby enters into a Contract with:**

Contractor's Name: **CITY OF NORWALK**

Street: **CITY HALL, 125 EAST AVENUE**

City: **NORWALK** **State:** **CT** **Zip:** **06856**

Tel#: **(203) 854-7701**

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

Contract Term/Effective Date	This Contract is in effect from **10/05/20** through **06/30/22.**
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 10-500 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

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

If to the Agency:	**STATE OF CONNECTICUT** **OFFICE OF EARLY CHILDHOOD** **450 COLUMBUS BOULEVARD, 2ND FLOOR** **HARTFORD, CT 06103** Attention: **Annette E. Carbone**	If to the Contractor:	**CITY OF NORWALK** **CITY HALL, 125 EAST AVENUE** **NORWALK, CT 06856** Attention: **Mayor Harry W. Rilling**

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

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

Part II
Terms and Conditions

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

The Contractor shall provide the following specific services for the Child Day Care (CDC) program and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No sections in this Part I shall be interpreted to negate, supersede or contradict any section of Part II. In the event of any such inconsistency between Part I and Part II, the sections of Part II shall control.

A. DEFINITIONS

1. In addition to the Definitions in Part II of this contract, the following terms are defined.

a. "**Accredited**" or "**Accreditation**" means

(1) For facilities that serve infants, toddlers or preschoolers, accredited or accreditation shall mean accredited by the National Association for the Education of Young Children (NAEYC) or designated by U.S. Department of Health and Human Services to be a Head Start grantee or delegate.

(2) For facilities that serve children of school-age, accredited or accreditation shall mean:

(a) Recognition by an accreditation entity as may be approved by the Agency Head, and

(b) Fulfilling any documentation requirements related to meeting these criteria included in CDC General Policies published by the Agency.

b. **"Categories of child care"** are categories in which spaces are provided by the Contractor for children (also referred to as "Clients") receiving services under this contract. ***The Contractor may revise hours of operation and categories of care, and transition from on-site to Hybrid or Distance (Remote) Learning for Preschoolers upon OEC approval to respond to community and family needs during the COVID-19 pandemic or other public health emergency. The Contractor shall provide OEC with notice of requested changes in writing at least 72 hours prior to adoption, or as soon as possible in case of emergency.***

(1) Full-time infant and toddler: Care for children from six (6) weeks to three (3) years of age that is provided for at least thirty (30) hours per week. Care for these spaces must be made available for ten hours per day for five (5) days per week.

(2) Full-time preschool: Care for children from three (3) years of age to six (6) years of age that is provided for at least thirty (30) hours per week. Care for these spaces must be made available for ten (10) hours per day for five (5) days per week.

(a) This category of care includes children who attend half-day kindergarten. This category of care does not include children, regardless of age, who attend elementary school for three (3) hours or more per day; or children who attend the program for a kindergarten experience without prior written approval from the OEC.

(b) Children enrolled in a childcare slot space funded through this contract during the months of September, October, November or December, who will be three (3) years of age on or before January 1, may be enrolled as a three-year-old.

(c) Children thirty-two to thirty-six months of age can be deemed eligible for this service category upon mutual written consent from the child's parent or guardian and the program director. Written authorization shall be maintained on file. The Contractor shall be reimbursed at the preschool rate for children utilizing this category of care.

(3) Wraparound for infants and toddlers: Care for children from six (6) weeks to three (3) years of age that extends the hours, days and/or weeks of child care to children who are in an existing part-time program in order to allow care to be provided full-time. Wraparound care provides for sufficient hours to insure the provision of care for a minimum of ten hours per day for five (5) days per week.

(4) Preschool wraparound: Care for children from three (3) years of age to six (6) years of age that extends the hours, days and/or weeks of child care to children who are in an existing part- time program in order to allow care to be provided full-time. Wraparound care provides for sufficient hours to insure the provision of care for a minimum of ten (10) hours per day for five (5) days per week.

(5) Part-time school-age child care: Care for children up to twelve (12) years of age who attend elementary school which extends the day beyond school hours, is available for at least three (3) hours per day five (5) days a week when school is in session.

(6) Full-time school-age: Care for children up to twelve (12) years of age who attend elementary school, made available for at least ten (10) hours per day, five (5) days per week and provided for at least thirty (30) hours per week when school is not in session.

Children in a Child Day Care space who also access special education services during the course of the day, shall be considered enrolled on a full-time basis and the Contractor shall be eligible for reimbursement for the space under all of the following conditions:

- Prior permission is requested and obtained from the OEC;
- the family maintains program eligibility;
- the child attends the program consistently enough to benefit from the experience as determined by the Contractor's Program Director, in consultation with the OEC's CDC Program Manager;
- the Contractor identifies to the OEC on the PSR that the child is receiving special education services; and
- all other policies of the program as set forth in this contract are adhered to.

c. **"Child Care Assistance Program (CCAP) or "Care 4 Kids (C4K)"** shall mean the State of Connecticut subsidy program of payments to support the child care needs of families.

d. **"Child Care Region" is defined by the following grouping of towns:**

(1) "**East**" shall include the towns of: Ashford, Bozrah, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, Eastford, East Lyme, Franklin, Griswold, Groton, Hampton, Killingly, Lebanon, Ledyard, Lisbon, Mansfield, Montville, New London, North Stonington, Norwich, Plainfield, Pomfret, Preston, Putnam, Salem, Scotland, Sprague, Sterling, Stonington, Thompson, Union, Voluntown, Waterford, Willington, Windham, and Woodstock;

(2) **"North Central"** shall include the towns of: Andover, Avon, Berlin, Bloomfield, Bolton, Bristol, Burlington, Canton, East Granby, East Hartford, East Windsor, Ellington, Enfield, Farmington, Glastonbury, Granby, Hartford, Hebron, Manchester, Marlborough, New Britain, Newington, Plainville, Plymouth, Rocky Hill, Simsbury, Somers, Southington, South Windsor, Stafford, Suffield, Tolland, Vernon, West Hartford, Wethersfield, Windsor, and Windsor Locks;

(3) **"Northwest"** shall include the towns of: Barkhamsted, Beacon Falls, Bethel, Bethlehem, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Naugatuck, New Fairfield, New Hartford, New Milford, Newtown, Norfolk, North Canaan, Oxford, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester, Wolcott, and Woodbury;

(4) **"South Central"** shall include the towns of: Ansonia, Bethany, Branford, Chester, Clinton, Cromwell, Deep River, Derby, Durham, East Haddam, East Hampton, East Haven, Essex, Guilford, Haddam, Hamden, Killingworth, Lyme, Madison, Meriden, Middlefield, Middletown, Milford, New Haven, North Branford, North Haven, Old Lyme, Old Saybrook, Orange, Portland, Seymour, Shelton, Wallingford, Westbrook, West Haven, and Woodbridge; and

(5) **"Southwest"** shall include the towns of: Bridgeport, Darien, Easton, Fairfield, Greenwich, Monroe, New Canaan, Norwalk, Stamford, Stratford, Trumbull, Weston, Westport, and Wilton.

e. **"Child Day Care General Policies"** shall mean policies published by the Agency and posted on the Agency's website (www.ct.gov/oec) related to program operation for state-funded programs.

f. **"Cost of Care"** is the actual per-child cash cost (i.e. annual, monthly, and weekly) incurred by the child care provider or providers funded under this contract. The Contactor shall publish the actual cost of care. No family, regardless of income, shall be charged a fee that exceeds the provider's established and published cost of care.

g. **"Distance (Remote) Learning"** shall mean educational opportunities in which there is no in-person contact between teachers and children or families. These opportunities may involve a variety of strategies, including, but not limited to: virtual class meetings, the use of technology to connect with individual children and/or families, sharing of materials, coaching of families, and/or phone conferencing.

h. **"Early Learning and Development Standards"** shall mean Connecticut's Early Learning and Development Standards which are statements of what children should know and be able to do from birth to age 5. These standards serve as a guide for considering the steps in children's development and to plan ways to support children's continued growth.

i. **"Enrolled"** shall mean the Contractor has performed or ensured that the following tasks have been performed:

(1) Determined a family to be eligible for the program services,

(2) Scheduled the child of the family to attend the program,

(3) In the report period in which said child was scheduled to attend the program, the child attended at least one (1) calendar day, and

(4) The child shall be deemed to remain enrolled so long as:

(a) Neither the Contractor nor the family terminate the child's enrollment, and

(b) The child attends at least one (1) calendar day in each report period, as long as this attendance frequency does not occur for more than two months per year, or

(c) The child does not attend at least one (1) calendar day during a reporting period but the Contractor holds the slot space for the child and the family pays the full cost of care for the space. In this case, such children cannot be included in the Program Status Report for that time period.

While regular attendance is preferred for continuity of child care, OEC may allow the Contractor flexibility in attendance due to extenuating circumstances, including COVID-19 or other public health emergency health and safety guideline requirements. The Contractor shall be responsible for maintaining documentation of the extenuating circumstances and make such documentation available upon request by the OEC.

j. **"Enrollee"** shall mean a child who has been enrolled into a child care space funded by this contract.

k. **"Family"** shall mean:

(1) The parent(s), a parent's spouse and minor child(ren) who reside together. Additionally, a "parent" can be a person of majority age who has been legally granted "in loco parentis" status,

(2) A child, for whom Temporary Family Assistance (TFA) is paid and who lives with a relative who does not receive TFA for themselves. Such a child shall be considered a family of one, or

(3) A child in foster care authorized by the Connecticut Department of Children and Families (DCF). Such a child shall be considered a family of one.

l. **"Family Fee"** is the amount of an eligible family's cost of care owed to a program Contractor based on the Agency's published fee schedule for the category of care provided or based on the C4K-determined parent co-pay as the fee for services provided.

m. **FERPA** is the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g

n. **"Healthcare for Uninsured Kids and Youth (HUSKY A)"** is Connecticut's health insurance program, under the federal Medicaid program funded by Title XIX of the Social Security Act, for children under the age of nineteen (19) and their families that have a gross family income of less than one hundred eighty-five percent (185%) of the federal poverty guideline.

o. **"Hybrid Learning"** models combine distance (remote) learning strategies with some in-person opportunities. These models may involve shorter sessions (e.g., half-day programs) or a limited number of days per week (Monday/Tuesday sessions for half of the children, and Wednesday/Thursday sessions for the other half).

p. **"In Loco Parentis"** shall mean standing in the place or position of a parent with a parent's rights, duties and responsibilities, as determined by competent authority, for example, a relative, legal guardian or other person, with whom the child resides.

q. **"Income (Excluded)"** shall mean:

(1) TFA cash assistance benefits;
(2) Child support payments made or received;
(3) Income paid by the U.S. Census Bureau to low-income temporary census workers;
(4) The value of Food Stamp benefits;
(5) The earnings of a family member who is under the age of eighteen (18) who is not the parent of a child for whom assistance is requested;
(6) Earned income credit payment, including advanced payments;
(7) Cash contributions from non-profit charitable agencies or organizations;
(8) Interest and dividends totaling less than six hundred dollars ($600.00) per calendar year;
(9) Lump sum payments from unearned income sources totaling less than six hundred dollars ($600.00) per calendar year;
(10) Income tax refunds;
(11) Special need payments issued by the CT Care 4 Kids Program on behalf of a cash assistance recipient that are paid to a vendor;
(12) Income from the domestic sponsor of a non-citizen family member;
(13) Grants, loans and scholarships paid to students;
(14) Cash gifts received on an irregular basis, the aggregate of which does not exceed twelve hundred dollars ($1,200.00) per calendar year;
(15) The value of goods and services given as in-kind income rather than cash payments;
(16) Reimbursements for expenditures that do not represent a benefit or gain to the recipient;

(17) Disaster assistance paid under the Disaster Relief Act of 1974, as amended, including the Individual and Family Grant (IFG) program, and comparable disaster assistance provided by states, local governments and private organizations, and any interest earned on funds from this source;
(18) Payments made by the Connecticut Department of Labor to meet the cost of pursuing employment;
(19) State or federal government rental subsidies;
(20) Security deposits returned by a landlord to the family;
(21) Payments made under means-tested energy assistance programs and utility subsidies;
(22) Payments received under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
(23) Payments received for day care services from state or federal funds; and
(24) Subsidized adoption payments received from the DCF as provided for under of the C.G.S. § 17a-119.

p. **"Income (Included)"** shall mean:

(1) **"Income from employment"** which is the gross earnings from salaries, wages and tips for the parent(s) and the parent's spouse, including commissions, overtime and bonuses not otherwise excluded in the Part I, Section A.1.o., of this contract, and/or

(2) **"Income from self-employment"** which is the total gross profit from business enterprises, including farming, for the parent(s) and the parent's spouse, not otherwise excluded in the Part I, Section A.1.o., of this contract, remaining after the total cost of business expenses or cost of production of the income is deducted from the gross income. Personal expenses such as income tax payments, social security deductions, lunches, transportation, etc., are not herein classified as business expenses, and/or

(3) **"Income from all other sources"** which is the gross income from whatever source derived, not otherwise excluded in the Part I, Section A.1.o., of this contract, for all family members, including, but not limited to, pensions annuities, dividends, interest (if more than fifty dollars ($50.00) monthly), rental income, income from boarders, estate or trust income, royalties, Social Security or Supplemental Security Income, veterans' benefits, unemployment compensation, workers' compensation, alimony, foster care payments, cash gifts from friends and relatives, lottery winnings, and cash assistance from federal, state and/or municipally- funded assistance programs that are not otherwise expressly excluded as "income" by federal or state law.

q. "**NAEYC**" is the National Association for the Education of Young Children, the professional membership organization that administers NAEYC Accreditation for Programs Serving Young Children.

r. **"Parent"** is the person or persons with whom a child resides, who is the child's parent(s) by blood, marriage or adoption or who acts or is legally designated to act "in loco parentis".

s. "**Policy**" shall mean the high-level overall plan of the Contractor or its governing body.

t. **"Preschool Accredited Rate"** is the weekly maximum amount the Agency will pay the Contractor for contracted preschool services at accredited facilities or facilities actively engaged in pursuing NAEYC Accreditation up to the third anniversary of the start of OEC funding.

u. **"Preschool Unaccredited Rate"** is the weekly maximum amount the Agency will pay the Contractor for contracted preschool services provided at facilities that have had accreditation revoked and/or are a new program that is not fulfilling the requirements to achieve accreditation.

v. **"Program Status Report"** (PSR) is the means by which the results of the Contractor's financial operations, the statement of financial position and enrollment are presented by the Contractor to the Agency. The PSR form is provided by the Agency to Contractors at the beginning of each State fiscal year during the contract period, and as amended by the OEC.

w. **"Report Period"** is any one of the twelve calendar periods as annually established and published by the Agency for the reporting of financial and enrollment information.

x. **"Residing with"** or **"reside together"** means living with, including taking meals together and sleeping in the same house.

y. **"Standard Weekly Accredited Rate"** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in communities, which are not designated as a Title I community at accredited facilities.

z. **"Standard Weekly Unaccredited Rate"** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in communities, which are not designated as a Title I community at unaccredited facilities.

aa. **"Title I Community"** for purposes of this contract includes those communities as identified by the Connecticut State Department of Education (CSDE) under Section 1124a, "Concentration Grants to Local Education Agencies", of the Federal Elementary and Secondary Education Act of 1965, and as may from time to time be revised.

bb. **"Title I Weekly Accredited Rate"** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in Title I communities at accredited facilities.

cc. **"Title I Weekly Unaccredited Rate"** is the maximum amount the Agency will pay the Contractor, by region, where applicable, and service category, for contracted infant/toddler and school-age services provided in Title I communities at unaccredited facilities.

dd. **"Weekly Contract Rate"** is the amount per child care space the Agency agrees to provide the Contractor for each child enrolled in a space as listed in B.2.

ee. **"Week"** is defined under this contract as a seven calendar day period starting on Monday, inclusive.

B. PROGRAM

1. Contractor Eligibility

a. The Contractor warrants and agrees that the child care facility(ies) at which services under this contract are provided, shall be licensed to operate as a child care facility by the State of Connecticut and shall remain licensed throughout the term of contract. The Contractor acknowledges that should any facility have its child day care license revoked, funding for the spaces at this facility shall cease concurrent with the date of the revocation or other loss of license.

b. The Contractor warrants and represents that it is either an elementary or secondary school, nursery school, preschool, day care center, group day care home, family day care home, family resource center, Head Start program, or local or regional board of education pursuant to C.G.S. § 17b-749a.

c. The Contractor warrants and agrees that any change in its status as an elementary or secondary school, nursery school, preschool, day care center, group day care home, family day care home, family resource center, Head Start program, or local or regional board of education shall result in the Agency's immediate termination of this contract.

d. The Contractor shall limit the provision of services identified in Part I, Section B.2. of this contract to families who reside in the State of Connecticut, except that families who reside in the states of Massachusetts, New York and Rhode Island, who work in Connecticut and receive a child care subsidy from their state of residence which may be used in Connecticut, may receive services under this contract.

e. Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: (1) in a professional manner; and (2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Agency in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Agency, such services as Agency requests, provided in this contract.

2. Categories of Care for service. The Contractor shall provide **up to** the following number of child care spaces for the service "categories of care" identified at the following rates, corresponding to the Weekly Contract rates published by the Agency.

SFY 2021

# Spaces	Categories of Care	Weekly Contract Rate	# weeks/year
86	Infant/Toddler Full-time, Title I	230.51	38
43	Preschool Full-time	165.32	38
43	Preschool Wraparound	57.85	38

SFY 2022

# Spaces	Categories of Care	Weekly Contract Rate	# weeks/year
86	Infant/Toddler Full-time, Title I	230.51	52
43	Preschool Full-time	165.32	52
43	Preschool Wraparound	57.85	52

3. The Contractor warrants and agrees that the full-time child care spaces identified in Part I, Section B.2 of this contract shall not be purchased or otherwise funded by any other state or federal child care grantor contract, including but not limited to:

a. The Agency's School Readiness, Head Start or the CSDE's Family Resource Center programs;

b. Child care grantor contract programs of the DCF; or

c. The Federal Head Start Program.

The Agency Head reserves the right, upon written request of the Contractor, in the Agency Head's sole discretion to waive this provision.

(1) The request must be submitted in writing to the Agency and, at minimum must identify the child care grant or contract program that the Contractor proposes will purchase or otherwise fund the child care spaces identified in Part I, Section B.2. of this contract, the manner in which the combined funding will be used to support a comprehensive program model, and a full budget detailing the use of the combined funding sources.

(2) The Agency shall notify the Contractor, in writing within thirty (30) days of the receipt of the request of the disposition of the application. If the request is approved, the notification to the Contractor shall identify the amount, if any, of the purchase or other funded program's funds that shall be included in the Contractor's Weekly Contract Rate.

4. Child Eligibility:

a. The Contractor warrants and agrees that it shall ensure that each enrolling parent shall provide a copy of the child's birth certificate. If the birth certificate is written in a language other than English, it must be accompanied by a translation to English by a certified translator or native speaker of the language.

b. The Contractor agrees that it shall retain a copy of the child's birth certificate in the child's file.

c. The Contractor agrees that the child's birth certificate shall be the determiner of the child's name and age for enrollment purposes.

d. Any child for whom enrollment is requested that was born outside the State of Connecticut, the Contractor may enroll such a child under the following conditions:

(1) The parent is given up to eight (8) weeks to provide a copy of the child's birth certificate, and

(2) Failure by the parent to provide the birth certificate within the required time shall disqualify the child from further participation beyond the Friday following the date the birth certificate is required to be provided.

5. Family Income Eligibility:

a. The Contractor warrants and agrees that family income eligibility shall be based on total family income, and that of the families enrolled at least eighty percent (80%) shall be earning income through employment.

b. The Contractor agrees that it shall comply with the requirements for family participation in CDC programs as provided in C.G.S. § 19a-80e. The Agency shall deem a CDC program compliant with C.G.S. § 19a-80e if the CDC program has attained NAEYC Accreditation or Head Start approval.

c. The Contractor shall enroll families whose gross income is less than seventy-five percent (75%) of the state's median income guideline. The Agency shall notify the Contractor, in writing, of the state's median income guideline. When a family's gross income reaches or exceeds the 75% state median income level, the family's child(ren) may remain in the program as long as the family pays the applicable fees under Part I, Sections B.7 and B.8 of this contract, and remains eligible under all other conditions.

d. The Contractor shall determine and document family income eligibility before enrollment and at least annually thereafter. The Contractor shall also require families to report changes in gross family income of fifty dollars ($50.00) or more per week and shall be required to re-determine family income eligibility based on and following receipt of the reported changes.

e. Gross income shall be calculated based on the best estimate of family income using a federal or state tax return as the primary source for verification. If a tax return is not available payroll statements or other documentation of income may be used according to the General Policies provided by the Agency.

f. The Contractor agrees to the following as it relates to the verification of income:

(1) Families are responsible for verifying information pertinent to determining eligibility.

(2) Families shall be required to submit written documentation as the primary source of verification.

(3) When written documentation is absent or is questioned, the Contractor shall have the option of verifying information by contacting other disinterested third party sources.

(4) Families shall be required to report all changes in family circumstances bearing on eligibility within fifteen (15) days of the date of the change.

6. Fees: The Contractor warrants that it shall charge fees to enrollees as follows:

a. For all service categories, the enrollee-based fee schedule, as published annually by the Agency, shall be used.

b. For a family participating in CCAP, the weekly fee shall be the family fee determined by C4K for the enrollee.

7. Fee Policy:

a. The Contractor warrants that it shall develop, publish and make available a written Fee Policy to parents seeking to participate or participating in its child care program. Said policy shall incorporate the actual cost of care and reference the OEC's most current fee schedule as available on the OEC website and e-mailed to providers as revised, and shall be based on the Contractor's own policy and Part I, Section B.6. of this contract, and at a minimum shall address:

(1) How fee is determined for the service(s) provided;
(2) How fees are assessed and collected;
(3) How income, family size, DSS cash assistance status and any other eligibility factors are determined and verified;
(4) How confidentiality of family information is maintained and protected; and
(5) How a family hardship will be considered, including but not limited to, fee waiver, failure to pay, temporary reduction in assessed fees, timeline applied, and the process for appealing a fee determination. Programs are not obligated to waive or reduce fees for family hardship.

b. When the Agency publishes new fee schedules in its General Policies as posted on the Agency's website (www.ct.gov/oec), changes to individual's fees charged will not become effective for thirty (30) days from the date families are notified or at the family's next income determination, whichever is greater.

8. Vacancies: The Contractor shall list its state-supported vacant, eligible and appropriate child care spaces with United Way of Connecticut, Inc., the state's resource and referral Contractor, to provide referral services to Connecticut families requiring child care. Vacancy information shall be provided within one week of the vacancy becoming available if not filled through the program's waiting list.

9. The Agency shall provide program General Policies and technical assistance, as the Agency deems appropriate, in order to enhance program operations and the Contractor shall implement such policies and assistance within a designated timeframe provided by the Agency.

10. The Contractor authorizes the Agency, throughout the term of this contract, to access any and all information pertaining to the facilities providing the services included in Part I, Section B.2. of this contract with the following entities, their successors and assigns, the

a. National Association for the Education of Young Children (NAEYC), Academy for Early Childhood Program Accreditation,
b. Head Start,
c. Connecticut Department of Public Health, or
d. Connecticut Department of Children and Families.

11. The extent the Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g, and regulations promulgated thereunder, as periodically amended ("FERPA") provide greater privacy protections and obligations than provided for elsewhere in this contract, such FERPA privacy protections and obligations are hereby incorporated by reference into this contract as a compliance requirement of the Contractor.

12. The Contractor agrees that it shall ensure that both the curriculum and child assessments used by its facilities are aligned to the Connecticut Early Learning and Development Standards (CT ELDS).

C. QUALITY ASSURANCE

1. NAEYC Accreditation. The ability to remain a CDC Contractor or subcontractor is contingent upon achieving NAEYC Accreditation within a timeline approved by the OEC.

a. The Contractor warrants and agrees that each of its child care facilities, including those of subcontractor(s) identified in Part 1. Section H.1 of this contract, fits into one of the following categories:

i. Is a facility of an entity currently:

(a) accredited by the National Association for the Education of Young Children (NAEYC),
(b) a Head Start on-site program review instrument or a successor instrument pursuant to federal regulations, or
(c) meeting standards for School-Age programs annual monitoring

and fulfilling any documentation requirements related to meeting these criteria included in General Policies published by the Agency;

ii. Is a facility of a new or existing subcontractor, currently pursuing

(a) NAEYC Accreditation and on track to achieve accreditation within a three year window from the date upon which they first became a subcontractor. Programs in this category must undergo an annual review by an OEC approved rater using an environment rating scale, completed at their own expense; or
(b) School-Age continuous improvement through annual reporting or such other school-age accreditation as the Agency Head may approve; or
(c) Is a facility of an entity that has had their NAEYC Accreditation lapsed, revoked, deferred, or denied and is receiving reduced reimbursement rates per the CDC published rate schedule, and is participating in the Alternative Interim Quality Assurance process as described in Part I, Section C.3.

2. Loss of Accreditation. If during the contract term the Contractor or subcontractor voluntarily surrenders accreditation for a facility or accreditation is lost for any reason, service provided at such facility shall transition from the accredited rate to the unaccredited rate beginning 3 months after the loss of accreditation and continuing until the program achieves NAEYC Accreditation or for the balance of the contract period, whichever comes first. NAEYC Accreditation is achieved by engaging in the steps of the process as identified by NAEYC and may not be secured by creating a Primary / Satellite site relationship between facilities.

3. Alternative Interim Quality Assurance Process: The Alternative Interim Quality Assurance process involves the following components, but may be adjusted based upon circumstances to require fewer or additional components as deemed necessary by Agency:

a. A monitoring process to be conducted by Agency staff, consistent with the OEC's established monitoring tool and protocol;

b. An environmental assessment using an early childhood environment rating scale conducted by an OEC-approved rater, at the program's expense;

c. A written plan, which may be submitted in stages, detailing the process(es) the facility will undertake to:
(1) Address the issue(s) surrounding the revocation decision;
(2) Address any concerns brought to light based upon the monitoring visit or the environment rating scale; and
(3) Achieve accreditation.

d. If, in the sole judgment of the Agency, a facility does not make sufficient progress toward achieving accreditation within a year of the loss of accreditation, or if the facility is negligent in addressing areas of concern, the Agency may reimburse at the unaccredited rate for the balance of the contract period or reduce the funding in the contract.

4. The Contractor warrants and agrees that the Agency shall have access to the child care facilities herein defined and to the Contractor's business offices, if different, during business hours, and further agrees to provide copies of any requested record that is material in the Agency's judgment to this contract.

D. FUNDING AND PAYMENT PROVISIONS

1. The Contractor may access subsidy funds provided by C4K.

2. Performance Based Contracting.

   a. The Contractor herewith warrants and agrees that this contract is performance-based. The Contractor further warrants and agrees that payment of the Weekly Contract Rate is subject to the enrollment and attendance, for a minimum of one day in each report period, of eligible children in spaces contracted for as defined in Part I, Section B.2, of this contract, and as reported to the Agency.

   b. The Contractor warrants and agrees that for purposes of determining payment and for purposes of audit, the Contractor may, in combination, earn from fees from parents, C4K payments, and the funds provided under this contract based on the spaces identified in Part I, Section B.2 of this contract.

3. The Contractor warrants and agrees that the Agency may reduce the amount of this contract. Said reduction shall be based on the number of children enrolled, by reporting period. The Contractor further warrants and agrees that the final amounts of this contract shall be determined by the reimbursement for the total number of enrolled children who receive on-site, or Hybrid or Distance (Remote) Learning services, in each reporting period, throughout the term of the contract, as established at time of audit; and availability of funds. The contractor must receive prior approval from the OEC to transition from on-site to Hybrid or Distance (Remote) Learning. This request may include costs for training, technology and personnel related to the transition.

4. The Contractor shall charge fees for services based on schedules established and published by the Agency except that if the services are used by the child of a family who is an eligible C4K recipient, the Contractor warrants and agrees that it shall accept the C4K-determined parent co-pay as the family fee for services provided.

5. Payments:

   a. The Contractor shall receive a maximum payment of **$2,672,728.04** for performance under this contract, distributed as follows:
      (1) **$1,130,334.44 for State Fiscal Year 2021; and**
      (2) **$1,542,393.60 for State Fiscal Year 2022.**

      Contractor may receive their maximum monthly allocation based upon capacity if extenuating circumstances prevent full on-site attendance, and additional activities and expenditures are necessary to respond to a public health emergency. Justification must be provided as part of the monthly report.

   b. State funding allocated under this contract may not be carried forward from one State fiscal year to the following State fiscal year.

   c. Any funds provided to the Contractor by OEC for a cost-of-living adjustment (COLA) must support the salaries and fringe benefits for all Contractor and/or subcontractor program staff who provide direct services. Such funding may not be used by the Contractor as a merit increase.

   d. The Contractor shall ensure its enrollment in Vendor Direct Deposit (ACH) through the Office of the State Comptroller.

e. Payments shall be made provided the Contractor has complied with, and the Agency has received and accepted the reports required in Part I, Section F. of this contract. Payments shall be made as follows:

SFY2021 (10/5/2020 – 6/30/2021)	**N/A**	**10/31/2020**	**1/31/2021**	**4/30/2021**
SFY2022 (7/1/2021 – 6/30/2022)	**7/31/2021**	**10/31/2021**	**1/31/2022**	**4/30/2022**

The amount of each scheduled payment shall be calculated by the Agency, and may be adjusted based on Contractor-reported enrollment, as reviewed and accepted by the Agency. The Agency reserves the right to adjust payments based on the availability of funds.

f. The Agency shall not make payments to the Contractor if the Contractor does not comply with the conditions of this contract.

g. Reconciliations:

(1) The Agency will perform financial reconciliations based upon space utilization by the Contractor, on a frequency basis to be determined by the Agency but not less than annually. This reconciliation shall be used to verify that funding paid to the Contractor was utilized for filled spaces as reported to the Agency by the Contractor on their monthly Program Status Reports.

(2) Overpayments.

(a) If any reconciliation determines that the funds paid during the reconciliation period exceed the funds earned through reported utilization and other approved expenditures, the Contractor will be determined to be overpaid for the reconciled period.

(b) If it is determined that the Contractor is overpaid, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Agency any unexpended funds within thirty (30) days; or such unexpended funds may, at the discretion of the Agency Head, be applied as a reduction to future payments under this Contract, or future contracts if an amendment to the existing contract or a new contract has been executed for the same program.

h. The Contractor agrees that the Agency may offset payments on this contract based on binding agreements with financial institutions or state agencies, including but not limited to Connecticut Health and Education Facilities Authority loans.

6. If more than ten percent (10%) of the spaces allocated within this contract are unutilized for a period of three (3) or more months, the Agency reserves the right to amend the contracted funding amount and reallocate funding for these spaces to another existing Child Day Care Contract based upon community needs.

7. Space Flexibility: Contractors may request in writing for OEC to approve the conversion, within the facility's licensed capacity, between preschool, school-age, and infant toddler spaces if the conversion involves not more than 10 spaces included in this contract.

a. Requests shall be made in writing to the OEC designated contact person at least 72 hours in advance of the proposed start date for the change in space(s), and such changes shall remain in effect for the remainder of the month.

b. Requests meeting these criteria may not increase the total contract value.

c. Approval of space changes meeting the above criteria will be provided in writing by the Agency.

d. A conversion of 10 or fewer spaces during the contract period will not require a contract amendment.

E. BUDGET PROVISIONS

1. **Budget.** The Contractor agrees to utilize OEC funds in accordance with the budget contained herein. The Contractor will provide the OEC with a copy of its budget(s) by **November 30, 2020 for SFY 2021 and August 31, 2021 for SFY 2022**.

SFY 2021

# Spaces	Categories of Care	Weekly Contract Rate	# weeks/year	Total Yearly Amount
86	Infant/Toddler Full-time, Title I	230.51	38	753,306.68
43	Preschool Full-time	165.32	38	270,132.88
43	Preschool Wraparound	57.85	38	94,526.90
	Total Amount for Services SFY2021			**1,117,966.46**
	COLA for staff salaries per SFY			**12,367.98**
	Total maximum SFY2021 amount			**1,130,334.44**

SFY 2022

# Spaces	Categories of Care	Weekly Contract Rate	# weeks /year	Total Yearly Amount
86	Infant/Toddler Full-time, Title I	230.51	52	1,030,840.72
43	Preschool Full-time	165.32	52	369,655.52
43	Preschool Wraparound	57.85	52	129,352.60
	Total amount for services SFY2022			**1,529,848.84**
	COLA for staff salaries SFY2022			**12,544.76**
	Total maximum SFY2022 amount			**1,542,393.60**

	Total maximum contract amount	**2,672,728.04**

2. **Financial Reporting**

   a. The Contractor shall submit to the OEC a yearly cumulative financial report due on or before July 31 of each State fiscal year.

3. **Annual Audit:** Notwithstanding the provisions of Part II of this Contract, no later than six months after the close of the Contractor's fiscal year, the Contractor shall provide to the OEC a complete annual financial audit acceptable to the OEC for all program funds, whether state awarded or not. Such audit shall include audit recommendations. The OEC reserves the right to receive a copy of any audit for related parties under common control. The Contractor shall maintain all fiscal records and accounts for three years after the end of the contract year, or until the State Auditors of Public Accounts complete an audit of the OEC for such fiscal year, whichever is later. The State Auditors of Public Accounts shall have access to such fiscal records and accounts during such period.

F. PROGRAMMATIC REPORTING

1. The Contractor shall provide the Agency with reports and submit the following annual forms to the Agency:

   a. OEC-CDC Program Contact List. This form will include a full listing of contact information for Contractors and subcontractors and all corresponding facilities at which spaces are provided. It is the responsibility of the Contractor to maintain the Program Contact list in a timely fashion as changes occur.

   b. OEC-CDC Program Space List. The contractor will provide a full listing of subcontractors and all corresponding facilities at which spaces are provided, if applicable, to include the following information for each facility at which spaces are provided: Connecticut Child Care Center license number, facility address, and the number of spaces by type at each facility.

c. OEC-CDC Dates of Closure.

i. Planned Closures. The Contractor shall submit this form indicating dates of planned closure, not to exceed twenty-two (22) days per calendar year for programs operating for fifty-two (52) weeks a year. Contractors with an alternative schedule will have fewer than fifty-two (52) weeks, and will submit a pro-rated list of dates of planned closure.
ii. Unplanned Closures. The Contractor shall submit this form when experiencing a closure due to unforeseen circumstances, including but not limited to weather related emergencies or public health emergencies such as COVID-19, with estimates of return to operation as applicable, within seventy-two (72) hours of such closure

d. OEC-CDC Community Collaboration. The Contractor shall provide documentation that demonstrates that it collaborates with any local School Readiness Council or other Early Childhood Council serving a community or regional school district that is also served under this contract and shall describe how each grant/program listed interfaces with the Child Day Care Program. Programs that also provide services under School Readiness will be considered in compliance with this reporting requirement through the submission of the local School Readiness application.

e. OEC-CDC Weeks of Full-Time Care.

i. If the Contractor proposes to provide full-time care for wraparound infant and toddler child care spaces, wraparound preschool spaces or full-time school-age child care spaces as identified in Part I, Section B.2 of this contract, it shall identify on the form and consistent with the spaces listed on the contract, the weeks, from Sunday through Saturday, not to exceed twenty (20) such spaces the weeks allotted in Part I, Section B.2.
ii. The number of weeks of full-time and part-time school-age or preschool wraparound care can be adjusted across the contracted allocation in response to community needs, particularly for weather- or public health-related school closures. The allocation of additional weeks of full-time care is contingent upon OEC approval; documentation maintained by the program; and that reimbursement after adjustment does not exceed the total maximum contract value.

f. OEC-CDC Subcontractor Monitoring Plan for Contractors that have subcontracted services. The Contractor shall submit a monitoring plan that indicates how the Contractor monitors subcontractors and approves subcontractors' compliance with this contract's requirements for monthly Program Status Reports, NAEYC Accreditation requirements, child and family eligibility, and compliance with quality requirements. The Contractor shall provide evidence of annual subcontractor monitoring of the subcontractor for review by the Agency upon request.

g. The Contractor agrees that it will maintain an annual written program improvement plan based on data collected from accreditation tools and reports and other data including but not limited to licensing inspections, environment rating scales, and/or Program Administration Scale. The written plan shall identify timelines, responsible parties, progress and goals. The Contractor shall provide evidence of program improvement planning for review by the Agency upon request.

2. The Contractor shall submit such reports in accordance with the following table:

Reporting Form	Due Date	Frequency
Program Contact List	September 30	Annual
Program Space List	September 30	Annual
Dates of Closure	September 30	Annual and as necessary
Community Collaboration	September 30	Annual

Weeks of Full-Time Care	September 30	Annual
Subcontractor Monitoring Plan	September 30	Once per term of contract
Program Improvement Plan	December 30	Annual

3. Program Status Report.

   a. The Contractor shall submit the Program Status Report (PSR), according to the monthly submission schedule established and published by the Agency.

   b. For contractors with subcontractors, the Contractor shall submit an individual enrollee roster and PSR for all subcontractors and one combined PSR, unless it provides contracted services in more than one region, in which case it shall submit a separate PSR for the services provided in each such region.

   c. The Contractor will maintain the records from all subcontractors which constitute the information submitted on the combined contract PSR.

   d. The Contractor shall provide the final PSR within forty-five (45) days of the contract expiration date.

   e. The Contractor agrees that failure to file PSRs by the dates published by the Agency in addition to other remedies provided under this contract may result in penalty to the Contractor.

      i. The Agency may provide a reduction of the contracted amount earned for the reporting period at the rate of two percent (2%) for each seven (7) days the report is late up to a maximum reduction of ten percent (10%) of the reimbursement earned.

      ii. The Agency and the Contractor mutually agree that the following procedure will be followed before a penalty is assessed:

         (a) If prior to a due date the Contractor knows or anticipates that a report will be late, it must request an extension from the CDC Grants and Contracts Specialist or the Agency designee.

         (b) If the report is not submitted by the agreed upon revised due date, and no extension request is made by the Contractor, the penalty will be assessed, however, the Contractor may appeal the penalty, in writing to the OEC designee, within one week of the notification of the assessed fee by providing reason(s) that the revised agreed upon due date was not met and asking for reconsideration.

         (c) If the OEC designee upholds the decision to assess the penalty, the Contractor may appeal that decision in writing to the Agency Head who will be the final arbiter of the penalty assessment.

   f. The Agency in its sole discretion, may waive the imposition of a penalty.

4. The Contractor agrees that it shall participate in the Connecticut Early Childhood Professional Registry and that it will meet and maintain Professional Registry requirements.

5. The Contractor shall comply with the provisions of C.G.S. § 10-10a(g) that requires "…preschool programs which receive state or federal funding…" to participate in Public School Information System of the Connecticut State Department of Education (CSDE) in a manner prescribed by the Commissioner of Education and agrees to participate in such data collection at times and in such a manner as is identified to it by the CSDE.

6. The Contractor shall participate in the OEC's data collection system, and will comply with the Agency's data collection processes.

7. Accreditation and Interim Quality Assurance

   a. The Contractor shall report to the Agency its compliance with NAEYC Accreditation or Interim Quality Assurance Measures as follows:

      (1) Submission of NAEYC annual reports and notice of acceptance from NAEYC within 30 days of receipt;
      (2) NAEYC Accreditation/renewal/loss of accreditation decision reports within 72 hours of receipt;
      (3) Notice and results of (announced or unannounced) verification visit within 72 hours of receipt.

   b. The Contractor shall provide evidence of results of annual environment rating scale assessment if the program does not meet the NAEYC Accreditation requirement.

8. The Contractor agrees to provide the above reports and additional reports as requested by the OEC, within timelines prescribed. The Contractor shall maintain all reporting documents and make them available to the Agency upon request.

9. Ad hoc reports. The Contractor further agrees to provide other reports concerning contracted services which the Agency may reasonably require. When such other reports are deemed by the Agency to be provided on a regular basis and are not explicitly stated herein, the Agency shall notify the Contractor in writing at least 30 calendar days prior to the initial submission date. This notification shall minimally include the required data, format, and date of submission for the report.

G. AUTHORIZED AGENCY REPRESENTATIVES

1. Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems, which may arise during implementation and operation of the control.

2. Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery. Notices shall be addressed as follows:

   a. In case of notice to the Contractor:
      Mayor's Office
      City of Norwalk
      City Hall, 125 East Avenue
      Norwalk, CT 06856
      (203) 854-7701
      E-mail: hrilling@norwalkct.org

   b. In case of notice to Agency: (OEC Designee):
      Annette Carbone
      Grants & Contracts Specialist
      State of Connecticut Office of Early Childhood
      450 Columbus Boulevard, Room 204
      Hartford, CT 06103
      Direct Line: (860) 500-4423
      Email: annette.carbone@ct.gov

   3. Said notices shall become effective on the date of receipt or the date specified in the notice, whichever is later. Any change to notice information by the Agency or the Contractor shall be provided on the contact form provided by the Agency and not require a formal amendment.

H. SUBCONTRACTS

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/ Total Value
Stepping Stones Museum for Children, Inc.	303 West Avenue, Norwalk, CT 06850	Part I, Sections A and B	entire contract period	$26,573.01 – SFY 2021; $36,254.43 – SFY 2022
Growing Seeds Child Development Center – Ben Franklin	165 Flax Hill Road, Norwalk, CT 06854	Part I, Sections A and B	entire contract period	$476,890.45 – SFY2021; $650,637.31 – SFY2022
Growing Seeds Child Development Center – Trinity CDC, Inc.	2 Trinity Place, Norwalk, CT 06854	Part I, Sections A and B	entire contract period	$70,861.36 – SFY2021; $96,678.48 – SFY2022
Odyssey Learning Maritime Center, Inc.	11 Ingalls Avenue, Norwalk, CT 06854	Part I, Sections A and B	entire contract period	$460,598.81 – SFY2021; $628,410.09 – SFY2022
Connecticut Institute for Communities, Inc.	Central Office – 120 Main Street, Danbury, CT 06810	Part I, Sections A and B	entire contract period	$95,410.81 – SFY2021; $130,413.29 – SFY2022

2. **The Contractor may reallocate spaces across subcontractors to respond to changes in community need, with prior written approval by the OEC.**

3.
   a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the OEC before finalizing any subcontract arrangement.

   a. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; the number of clients to be served in each category of care, Connecticut child day care license numbers, accreditation or approval system identification numbers, and contact information including phone number and e-mail address, process of notification of changes to subcontractor funding , process for contract resolution between the contactor and subcontractors; and (4) provide assurances to the OEC that the proposed subcontract contains the terms specified in subsection 4 below.

4. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part I, Section H.3.b and Part II, including but not limited to:

   a. Client-Related Safeguards (Section B);

   b. Contractor Obligations (Section C) – specifically: Federal Funds, Audit and Inspection of Plant, Places of Business and Records, Related Party Transactions, Suspension or Debarment, Independent Capacity of Contactor, Indemnification [of the State], Insurance, Compliance with Law and Policy, Facilities

Standards and Licensing, Representations and Warranties, Protection of Confidential Information, Litigation, and Sovereign Immunity;

c. Changes to The Contract, Termination, Cancellation and Expiration (Section D) – specifically: Contractor Changes and Assignment; and

d. Statutory and Regulatory Compliance (Section E).

5. The Contractor agrees to be responsible to the OEC for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the OEC, for the subcontractor's performance.

6. The Contractor shall retain the OEC's written approval and each subcontract in the contract file.

7. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor shall be paid or reimbursed by the OEC unless the OEC, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the OEC Commissioner or his/her designee pursuant to C.G.S. § 4-8. The OEC, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

8. The Contractor will provide a copy of fully executed subcontractor agreements to the Agency within 10 calendar days of execution.

9. The Contractor warrants and agrees that during the term of this contract, it shall annually monitor or cause to be monitored for compliance to the terms and conditions of this contract, any subcontractor herein identified. The Contractor further warrants and agrees that monitoring of said subcontractors will be performed based on the monitoring plan required in Section F.1.g submitted to and approved by the Agency which shall include review of NAEYC Accreditation status, review and approval of monthly Program Status Reports, and review and approval of processes for determining family eligibility.

I. PROCEDURE FOR TERMINATION.

1. **Termination by the Agency.** In addition to the sections in Part II of this Contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:

   a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

   b. If the Agency so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Agency in the manner and to the extent directed by the Agency all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Agency shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts;

   c. Complete the performance of the work that has not been terminated by the Notice of Termination; and

   d. Be entitled to payment for services agreed upon by the parties and rendered to the Agency's satisfaction through the effective date of termination.

2. **Reduction of services or Termination by the Contractor.** In the event that the Contractor terminates this contract, closes, reduces services or relocates any program funded under this Contract, or if for any reason, the fiduciary responsibility of the Contractor changes, or if the Agency does not offer funding for the subsequent fiscal year, then pursuant to Part II, Section D. 7. of this Contract, the Agency and the Contractor shall negotiate and resolve the following issues:

   a. the timelines for closure of the program;

   b. closure of admissions and the transfer of clients remaining in the program at the time of closure;

   c. the amount of any final payments due the Contractor or refunds due the Agency;

   d. the transfer or storage of all program records pursuant to the requirements of the FERPA

   e. the disposition of property and equipment in which the Agency has a financial interest pursuant to the requirements of Connecticut Health and Education Facilities Authority and any applicable State Bonding Commission Fund Award liens and obligations;

   f. notification to clients of the closure, their options for transfer to other programs and the Contractor's obligations to facilitate such transfer; and

   g. any other issues pertinent to the specific situation causing the reduction or termination of services.

J. MISCELLANEOUS PROVISIONS

1. **Contractor Procurements:** The Contractor agrees to conduct procurements of equipment, services and/or supplies necessary to discharge its duties under this contract using competitive bids. The Contractor must retain evidence of its procurements in its files for audit purposes. Contractors may obtain procurement guidance from the Agency, as required, through their named Liaison.

2. **Equipment.**

   a. Equipment is defined as machinery, tools, furniture, vehicles, and other personal property with a normal useful life of more than one year and a value of $5,000.00 or more, or as revised by the Comptroller of the State of Connecticut. Equipment purchased, in whole or in part, with funds provided by the Agency under this contract shall be considered the property of the Agency. Equipment shall be considered purchased from Contractor funds if the program has other sources of income equal to or greater than the equipment purchase price. Such purchases shall be considered to be the property of the Contractor. Equipment to be purchased for the program with Agency funds must be identified and the cost itemized in the approved budget in Part I of this contract or in a budget revision form.

   b. The following provisions apply to equipment purchases made in full or in part with Agency funds:

      (1) The Contractor shall obtain the prior approval of the Agency either through the contract application budget or a budget revision. Each piece of equipment to be purchased and its costs must be clearly itemized.

      (2) The Contractor shall obtain three competitive bids with the purchase to be made from the lowest qualified bidder.

      (3) The Contractor shall maintain an inventory of all equipment, computer-related hardware and software, and items valued over $1,000.00 purchased with funds provided under this contract, and present such inventory to the Agency upon request.

(4) As part of its annual audit statement, the Contractor shall submit verification by the auditor of the continued possession of all equipment purchased with Agency funds.

(5) Any item of equipment purchased with Agency funds shall not be discarded or sold or removed from the inventory without the prior written approval of the Agency.

(6) If Agency funding to the Contractor is terminated or not renewed, the Agency shall determine the manner of the disposition of all equipment purchased in full or in part with Agency funds by:

(a) permitting the Contractor to retain and use the property;

(b) allowing the Contractor to sell the equipment and return the proceeds to the Agency, minus an agreed upon amount to compensate for the costs of selling the property; or

(c) returning the equipment to the Agency.

3. **Severability**: If any term or provision of the contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the contract shall be valid and enforced to the fullest extent permitted by law.

PART II. TERMS AND CONDITIONS. The Contractor shall comply with the following terms and conditions.

A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **"Bid"** shall mean a bid submitted in response to a solicitation.

2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.

3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

5. **"Client"** shall mean a recipient of the Contractor's Services.

6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.

7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.

13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.

14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.

15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.

16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.

2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).

3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [Office of Early Childhood or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

   (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and

   (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

   This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. **Federal Funds.**

   (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.

   (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.

      (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

      (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.

(c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.

(d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. **Audit and Inspection of Plant, Places of Business and Records.**

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

(a) Real estate sales or leases;

(b) leases for equipment, vehicles or household furnishings;

(c) Mortgages, loans and working capital loans; and

(d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section C.4:

(a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);

(2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and

(4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. **Indemnification.**

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

(b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

(a) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;

(b) Automobile Liability. $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

(c) Professional Liability. $1,000,000 limit of liability, if applicable; and/or

(d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee.

13. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

14. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

(a) The Contract shall be deemed 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 Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, 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 of Connecticut 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 of Connecticut. The Contractor waives any objection which it may now have or will 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.

(b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.

(c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:

(a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

(b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. **Representations and Warranties.** Contractor shall:

(a) Perform fully under the Contract;

(b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and

(c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. **Protection of Confidential Information.**

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
(3) A process for reviewing policies and security measures at least annually;
(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. **Litigation.**

(a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

(b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. **Contract Amendment.**

(a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

(b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

(c) The Agency may amend this Contract to reduce the contracted amount of compensation if:

(1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
(2) federal funding reduction results in reallocation of funds within the Agency.

(d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

(a) The Contractor shall notify the Agency in writing:

(1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;

(2) no later than ten (10) days from the effective date of any change in:

(A) its certificate of incorporation or other organizational document;

(B) more than a controlling interest in the ownership of the Contractor; or

(C) the individual(s) in charge of the performance.

(b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

(c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

(1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

(2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.

(3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

(a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.

(b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:

(1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
(2) temporarily discontinue all or part of the Services to be provided under the Contract;
(3) permanently discontinue part of the Services to be provided under the Contract;
(4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
(5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
(6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
(7) any combination of the above actions.

(c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.

(d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.

(e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. **Ending the Contractual Relationship.**

(a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.

(b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

(c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

(d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

(e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

(a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

(b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996. (INTENTIONALLY OMITTED)

2. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (http://www.ada.gov/) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. Utilization of Minority Business Enterprises. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

4. Priority Hiring. Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

5. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "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;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

(a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

(b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars ($2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, 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 subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars ($5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. 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 State 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 the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders. This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

3. **Campaign Contribution Restriction**. For all State contracts as defined in C.G.S. § 9-612 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 this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

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.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

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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 the 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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 Connecticut 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.

SIGNATURES AND APPROVALS

20OECCDC01NWK

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR - CITY OF NORWALK

____ ____/____/____

HARRY W. RILLING, *Mayor* Date

OFFICE OF EARLY CHILDHOOD

____ ____/____/____

BETH BYE, *Commissioner,* OR DESIGNEE Date
CHRISTOPHER LYDDY, *Chief Operating Officer*

CONNECTICUT ATTORNEY GENERAL (APPROVED AS TO FORM)

☑ This contract, prepared on a template previously reviewed and approved by the Connecticut Attorney General, is therefore exempt from individual review and approval pursuant to a Memorandum of Agreement between the Connecticut Office of Early Childhood and the Connecticut Attorney General, as amended on October 2, 2020.