

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: March 20, 2017

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Galen Wells, Zoning Commission, Alternate
Steve Kerschner, Facilities Construction Commission

APPOINTMENTS: Galen Wells, Zoning Commission, Regular
James Stuart Hamilton, Facilities Construction Commission

REAPPOINTMENTS: William Waters, Oak Hills Park Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: Haroldo V. Williams, Ethics Board
Miklos P. Koleszar, Ethics Board

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Be it Resolved, that the "Indigency Policy" as presented on the Record be adopted as that of the City of Norwalk.

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$3,410,044.00.

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

- 1b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$341,004.40.

Account No: 09 17 4021 5777 C0021
09 17 4021 5777 C0302
09 17 4021 5777 C0318
09 17 4021 5777 C0439
03 0000 2602

B. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Purchasing Agent to issue a Purchase Order to The Walker Group to consolidate IT data and storage units and virtual server for the Norwalk Public Schools for a total not to exceed \$69,439.34.

Account No: 09 17 5010 5777 C0112

C. ORDINANCE COMMITTEE

1. Approve proposed Ordinance changes on Norwalk Code Chapter 68-10(A), Noise.

D. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the contract between the City of Norwalk and the Town of Weston for the sum of \$15,000.00 per annum, to be paid by Weston to Norwalk for utilization of the Norwalk Juvenile Review Board Program (JRB) effective July 1, 2017.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept the School Readiness Grant which includes the Quality Enhancement Grant for the period July 1, 2017 to June 30, 2018.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ZONING COMMISSION

M/C

Nwtk. Code 79

GALEN WELLS (D)

224 West Norwalk Road
Norwalk, CT 06850

Term Expires - 07/01/2017

Alternate to Regular

Replaces Adam Blank

FACILITIES CONSTRUCTION COMMISSION

M/C

Nwtk. Code 30-15

JAMES STUART HAMILTON (D)

217 Strawberry Hill Avenue
Norwalk, CT 06851

Term Expires - 01/01/2019

Replaces Steve Kerschner

REAPPOINTMENTS

OAK HILLS PARK AUTHORITY

M/C

Nwtk. Code 73-2

WILLIAM WATERS (R)

67 Cranbury Road
Norwalk, CT 06851

Term Expires - 06/24/2019

ETHICS BOARD

C

Chapter 32-12

HAROLDO V. WILLIAMS (D)

62 Bayne Street
Norwalk, CT 06851

Term Expires - 3/10/2020

MIKLOS P. KOLESZAR (R)

4 New Canaan Way
Norwalk, CT 06850

Term Expires - 3/10/2020

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EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER
PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE
SUBJECT TO THE AVAILABILITY OF FUNDS.**

CALL TO ORDER

Mayor Rilling called the meeting to order at 7:30 p.m. and led the assembly with the pledge of allegiance.

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

I. ROLL CALL

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

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

Mayor Harry Rilling; Attorney Mario Coppola, Corporation Counsel; Donna King, City Clerk;
14 present. Absent: Mr. Nick Sacchinelli

II. ACCEPTANCE OF MINUTES - Regular Meeting – February 28, 2017

- ** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES FROM THE
MEETING OF FEBRUARY 28, 2017 AS SUBMITTED.**
- ** THE MOTION PASSED WITH THIRTEEN VOTES IN FAVOR, NONE
OPPOSED AND ONE ABSTENTION (SERASIS).**

PUBLIC PARTICIPATION

1. Betsy Back, 17 Rome Street, asked to speak on the issue for Stand Up Norwalk. Mr. Igneri noted that this wasn't on the meeting's agenda. Mayor Rilling explained that public comments were limited to items on the agenda, and suggested the group contact his office to set up a meeting.
2. Dianc Lauricella 21 Blue Mountain Ridge Road, spoke on DPW Items 2a-2b, and questioned if Grasso had outstanding zoning violations as were brought by the Village Creek Homesteaders Association. In addition she spoke on Item A5, O&G family business with a Head of Harbor zoning violation with an asphalt pile higher than the building. She spoke on item C1 and noted that she was not opposed to Greenskies but is concerned with the process of building zoning proposals, RFPs and purchases that should be open and save taxpayer \$.
3. Yvonne Lopaur said she was here to voice a protest against the process regarding putting item on agenda, trying to put the issue for Stand Up Norwalk on the agenda since the beginning of December and nothing has happened and have not received any positive action from council members that have been approached.

Mayor Rilling asked if there was anyone who wished to speak and hearing none, closed the public participation portion of the meeting at 7:43 p.m.

MAYOR:

RESIGNATIONS/APPOINTMENTS/REAPPOINTMENTS: None

MAYOR'S REMARKS

Mayor Rilling noted congratulations to the Emerald Society for a successful yet cold St. Patrick's Day parade, and noted that they hope to have a Columbus Day parade per the Italian American Police Society. He reported that on March 27 there will be a public hearing on the Operating Budget at the Concert Hall as presented by the BET. He added that the New England Music Festival was held here at City Hall this past weekend that featured over 400 high school music students from all over New England that stayed with local host families. He noted that this was a great support of the music programs that Norwalk Public Schools offer and a chance to showcase the City of Norwalk.

COUNCIL PRESIDENT

CONSENT CALENDAR

Mr. Igneri asked Mr. Simms to present the consent calendar, and noted that Mr. Serasis is next on reading of the consent calendar assignment.

**** MR. SIMMS MOVED THE CONSENT CALENDAR AS PRESENTED WITH ITEMS AS FOLLOWS:**

VII.A.1 (On Consent to Table), VII.A4a. 4b., 5, 6a. 6b. 7a. 7b, 8; C.2a, 2b, 3a, 3b, 4a, 4b; VII.D.1, D.2, D3, D4, D5, D6; VII.E.1, E2, E3, E4.

**** MOTION PASSED UNANIMOUSLY.**

Consent Calendar items:

Items on the Consent Calendar are in bold as follows:

**VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS
VII. COMMON COUNCIL COMMITTEES**

A. PUBLIC WORKS COMMITTEE

On Consent to Table back to Committee:

1. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the September 18, 2015 Agreement with Safety Marking, Inc. for Project TRF2015-1 Proposed Pavement Markings, Symbols & Legend at Various Locations for a sum not to exceed \$300,000.00. Account No: 0917 40215777 C0562.

4a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Frontier Communications Corporation for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$40,463.41.

**Account No: 0916 0910 5777 C0560 (Redevelopment Agency)
09 17 0910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

**4b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Frontier Communications Corporation for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$404, 634. Acct No: 09 1609105777 C0560 (Redevelopment Agency)
09 170910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - C0560)**

5. Authorize the Mayor, Harry W, Rilling, to execute an Agreement with O&G Industries, Inc, for Construction Manager at Risk Services pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$8,900,000 (in accordance with letter proposal dated March 3, 2017)

**Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 17 09105777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

**Proposed Escrow Agreement w/Trinity Washington Village Ltd. Partnership (\$484,000)
Proposed Escrow Agreement w/Spinnaker Real Estate Partners, LLC (\$71,500)**

Consent Calendar – continued

6a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Cablevision of Litchfield, Inc for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$8,000.

**Account No: 09 16 09105777 C0560 (Redevelopment Agency)
09 170910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

6b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Cablevision of Litchfield, Inc, for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$800

**Account No: 09 160910 5777 C0560 (Redevelopment Agency)
09 170910 5777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

7a. Authorize the Mayor, Harry W, Rilling, to execute an Agreement with Lightower Fiber Networks II, LLC for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$5,000.

**Account No: 0916 0910 5777 C0560 (Redevelopment Agency)
09 17 09105777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

7b, Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Lightower Fiber Networks II, LLC for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$500,

**Account No: 09 16 0910 5777 C0560 (Redevelopment Agency)
09 1709105777 C0560 (Redevelopment Agency)
Reimbursable \$4M Grant (CDBG - Project C0560)**

8. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with Deering Construction, Inc. for Project PM2015-1 Pavement Management Program, for a sum not to exceed \$9,500. Account No 091740215777 C0021

2a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with Domus Construction, LLC for the reframing of the historic Smith Street Jail for a total not to exceed \$30,742. Account No 161343-5414 - 091763105777 C0430

PLANNING COMMITTEE

2b. Authorize the Historical Commission to Issue change orders on Contract for a total not to exceed \$6,000.

Consent Calendar – continued

3a. Authorize the Purchasing Agent to Issue a Purchase Order to Etricity Electrical Co., Inc., for the Norwalk Police Headquarters Camera Upgrade Project for a total not to exceed \$66,411.32. Funds are available from Account No. 0917 7100 5777 C0137.

3b. Authorize the Office of Building Management to Issue change orders on Purchase Order for a total not to exceed \$6,641.

4a. Authorize the Mayor, Harry W. Rilling, to execute a Contract with DPM Contracting for the restrooms renovation project at Norwalk Senior Center for a total not to exceed \$106,088.00.

Funds are available from Redevelopment Agency CDBG, Human Relations ADA Account No. 091710005777 C0526 and Building Management Capital Improvement Account No. 0916117 71005777 C0476.

4b. Authorize Building Management to issue Change Order on Contract for a total not to exceed \$10,608.00

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Achilles International (50103) to use Shady Beach for the Lighthouse to Lighthouse Race to be held Saturday, September 16, 2017 from 9:30 AM - 4:30 PM. Set up 10 take place on 6:00 AM with tear down no later than 5:00 PM on Saturday, September 16, 2017. Estimated attendance 250.

2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Achilles International (501c3) to use Shady Beach for the Lighthouse to Lighthouse Race 10 be held Sunday, September 17, 2017 from 9:30 AM - 4:30 PM. Set up to take place on 8:30 AM with fear down no later than 5:00 PM on Sunday, September 17, 2017. Estimated attendance 150.

3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Ninety 9 Bottles for the use of Oyster Shell Park for the 'Ninety 9Bottles Craft Beer Festival' to be held Saturday, June 3, 2017 from 2:00 PM - 5:00 PM, with a rain date of Sunday, June 4, 2017. Set up to take place Saturday, June 3, 2017 at 9:00 Am with tear down no later than 7:00 PM on Saturday, June 3, 2017. Estimated attendance 1,000.

4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Team Mossman Events to use Calf Pasture Beach for the 'Mossman Sprint Triathlon' to be held Sunday, July 16, 2017 6:30 AM -11 :00 AM. Set up Saturday, July 15, 2017 at 10:00 AM with tear down no later than 5:00 PM Sunday, July 16, 2017. Estimated attendance 400.

Consent Calendar – continued

RECREATION, PARKS, CULTURAL AFFAIRS COMMITTEE -- continued

5. Approve 2017-2018 Department of Recreation and Parks Facility Usage and Park Fees.

6. Authorize the Mayor, Harry W. Rilling, to accept funding and sign all documents relating to the maintenance and operating expenses associated with the Veterans Park pump out station under the Federal Clean Vessel Act. The contract is between the City of Norwalk and the Department of Energy and Environmental Protection. The contract is in the amount of \$6,352.83 effective January 1, 2017 through December 31, 2017. The state funds 75% of our operating expenses.

E. FINANCE COMMITTEE

1. Resolution appropriating \$200,000 for the purpose of a Parking Capacity Study.

2. Accept and Approve the Report of the Claims Committee
Dated: February 9, 2017 - March 9, 2017

3. For informational purposes only: Narrative on Tax Collections dated March 6, 2017.

4. For informational purposes only, Monthly Tax Collector's Report Dated
January 31, 2017
February 28, 2017

Items deliberated on the Council floor:

PUBLIC WORKS COMMITTEE

Mr. Igneri moved the following items together as one motion.

2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$3,410,044.00. Acct No 09174021 5777 C0021; 09 174021 5777 C0302
09 1740215777 C0318; 09 174021 5777 C0439; 0300002602

2b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with The Grasso Companies LLC for Project PM 2017-1 Pavement Management Program, for a sum not to exceed \$341,004.40. Account No: 09 174021 5777 C0021; 09174021 5777 C0302
091740215777 C0318; 09174021 5777 C0439; 0300002802

PUBLIC WORKS COMMITTEE—continued

Mr. Igneri noted that there are no claims against this Grasso Company, and the Committee recommends moving the item for consideration.

Mr. Simms explained that his reservation is that Grasso company is in violation with the city and with back taxes and Zoning violations. He added that Grasso changed the company from his name to his son's name to avoid this which is a huge issue against these regulations in place.

Mr. Bonenfant noted that he had the same concern with owing taxes on that land. Corporation Counsel Coppola replied that the legal department did extensive research into this and to the best of our knowledge the bidder does not owe the city any taxes and is not in violation of any of the city rules or regulations.

Ms. Bowman asked if there were former contracts with this company, and DPW Director, Bruce Chimento came forward to address the questions.

There was further discussion and it was suggested to table the item with the proviso that the Legal Department clarify the issues on ownership, taxes and violations. Mr. Igneri suggested that the ordinance be reviewed.

- ** MR. SIMMS MOVED TO TABLE THE ITEM VII. A.2a. 2b. UNTIL THE NEXT COUNCIL MEETING OF MARCH 28, 2017, BASED ON THE PROVISION FOR LEGAL DEPARTMENT CLARIFICATION AND ORDINANCE REVIEW.**
- ** THE MOTION PASSED WITH THIRTEEN VOTES IN FAVOR, ONE OPPOSED (CORSELLO) AND NO ABSTENTIONS.**

3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Second Taxing District of the City of Norwalk, Connecticut, acting by and through, South Norwalk Electric and Water ("SNEW") for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$270,140. Account No:

09 16 0910 5777 C0560 (Redevelopment Agency)

09 170910 5777 C0560 (Redevelopment Agency)

Reimbursable \$4M Grant (CDBG - Project C0560)

3b. Authorize the Director of Public Works, Bruce Chimento, to execute Orders on Contract with The Second Taxing District of the City of Norwalk, Connecticut, acting by and through, South Norwalk Electric and Water ("SNEW") for 'Enabling Phase' utility adjustments pertaining to the Raymond & Day Streets Project, for a sum not to exceed \$27,014.

Account No: 09 1609105777 C0560 (Redevelopment Agency)

091709105777 C0560 (Redevelopment Agency)

Reimbursable \$4M Grant (CDBG - Project C0560)

PUBLIC WORKS COMMITTEE—continued

Mr. Igneri moved the items together as one motion and noted that the agreement was vetted through committee and is in compliance with required guidelines.

Mr. Simms stated that he had questions about the process for the city to have to reimburse South Norwalk Electric Works for Police Officers and other areas. DPW Director Bruce Chimento came forward and explained that all of the utilities have to be moved so that the intersection can be raised six feet, the water mains would wind up an unacceptable 10 feet below the road if they weren't relocated and the power lines won't be high enough over the street. Mr. Simms said he was concerned that SNEW would appropriate some of the money for other projects, not related to Washington Village. Mr. Chimento responded that this won't happen because the city is in charge of the \$9 million road raising now, and we are controlling this project.

**** MR.IGNERI MOVED TO APPROVE ITEM VII. A.3a. 3b. AS PRESENTED.**
**** MOTION PASSED UNANIMOUSLY.**

B. PLANNING COMMITTEE

Mr. Kydes moved the item for discussion:

1. Approve Citibank's request for City consent to waive the 90 day written notice requirement to accept a deed in lieu of foreclosure on Phase I of the Wall Street Place Development and authorize the Mayor to sign all required documents conveying such consent on behalf of the City.

Mr. Hempstead asked about the Citibank timeline and Mr. Tim Sheehan of the Redevelopment Agency came forward and fielded questions on modifications of the LDA.

**** MR. KYDES MOVED TO APPROVE ITEM VII. B.1 AS PRESENTED.**
**** MOTION PASSED UNANIMOUSLY.**

2. Approve the support for Northeast Community Innovation Corporation's (NCIC) application for an Innovation Places Implementation Grant.

Mr. Kydes moved the item for discussion:

Mr. Serasis spoke in support of this start up business and his involvement with the technology program, and the potential positive impact on the City. Mr. Livingston noted that he echoed those comments and reviewed the positive aspects of the NCIC. Mr. Igneri stated he also would be supporting this program.

PLANNING COMMITTEE—continued

Ms. Bowman spoke on how this organization could have come this far without first coming to District B. She further explained the uncertainty of all of the details with which this program came to the Council and that she was not ready to vote on this until the diversity can be established.

Mr. DePalma stated he was against tabling this item and did not want to risk this important technology initiative being moved on by other cities. Members of the NCIC organization came forward along with Elizabeth Stocker to field questions and comments.

Mr. Hempstead asked what the measure was for the deliverables and Ms. Stocker referred to the supporting documents and replied to the questions for the program.

**** MR. KYDES MOVED TO APPROVE ITEM VII. B.2 AS PRESENTED.**
**** MOTION PASSED UNANIMOUSLY.**

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute a 15-year Power Purchase Agreement (PPA) with Greenskies Renewable Energy, for the installation of photo-voltaic panels on the City Hall roof. Terms for the agreement shall be as outlined in Alan Lo's memo dated February 23, 2017.

Mr. Livingston moved the item for discussion. Mr. Simms questioned the RFP process and how the bid was set up.

Mr. Alan Lo, Director of Facilities Management came forward and fielded questions and comments. He explained that the bid was set up according to standard RFP requirements and guidelines, and outlined that all was vetted through Committee according to protocols.

**** MR. LIVINGSTON MOVED TO APPROVE ITEM VII. C.1 AS PRESENTED.**
**** MOTION PASSED UNANIMOUSLY.**

VIII. RESOLUTIONS FROM COMMON COUNCIL – none

IX. MOTIONS POSTPONED TO A SPECIFIC DATE - none

X. SUSPENSION OF RULES – none

XI. ADJOURNMENT

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

The meeting was adjourned at 9:05 p.m.

Respectfully submitted,

M. Knox; Telesco Secretarial Services

ATTEST _____
Donna King, City Clerk Date:



**Galen W. Wells, Esq.
224 West Norwalk Road
Norwalk CT 06850**

Galen W. Wells is currently an attorney with an office in Norwalk Connecticut. Her practice emphasizes residential and commercial real estate law, business formation, and collections.

Ms. Wells was previously a partner in the law firm of Wilcox, Wells & Steinberger. Her practice emphasized real estate law, and business formation issues. She represented clients in the formation of businesses, the purchase and sale of real estate, the negotiation of construction contracts and leases, title searches, both residential and commercial financing and refinancing transactions, zoning matters, and collection matters.

From 1988 to 1992 Ms. Wells was Vice President and Senior Counsel at First Nationwide Bank where she was responsible for the administration and subsequent workout of a \$240 million dollar revolving loan secured by over 80 properties and numerous loans nation-wide. She was also responsible for commercial loan transactions, workouts and foreclosures in First Nationwide Bank's portfolio in New York, New Jersey and Pennsylvania. She was responsible for the sale of all of the Bank's REO in New York and she drafted the Bank's environmental policy, reviewed loan and foreclosure transactions for environmental compliance and was responsible for advice to the Environmental Technology Department and the analysis of the impact of CERCLA on the Bank.

Ms. Wells was previously Real Estate Counsel at American Standard Inc. (1984-1988) where she was responsible for sophisticated real estate transactions including multi-million dollar leases in major markets as both lessor and lessee; plant construction projects and plant closures; development of a corporate office park and the construction and development of a corporate condominium project; the real estate and environmental law aspects of major corporate divestitures; and the purchase, sale and environmental cleanup of a wide variety of properties. From 1979 until 1984 she was Associate Counsel at Champion International Corporation and from 1975 until 1979, she was Assistant Counsel at Tonka Corporation. In both positions she had responsibility for a variety of general corporate and real estate matters.

Galen W. Wells was graduated from Hamline University, St Paul, Minnesota in 1971. She was graduated *cum laude* from William Mitchell College of Law, St Paul Minnesota in 1975. She received an LL.M. from New York University School of Law in 1985. She is admitted to practice law in Connecticut, New York and Minnesota.

Ms. Wells is an Elections Moderator with a current certificate and has served as a Moderator at various polling places in Norwalk for 8 years. She is also Regional Elections Monitor for the Western Connecticut Regional Council of Governments. Ms Wells is a member of the Connecticut Bar Association, a former member of the Board of Directors of the Entrepreneurial Women's Network, a former member of the Steering Committee for IMPACT/Connecticut PAC for Women, a former Chair of the Norwalk Democratic Town Committee, a former member of the Finance Committee of the Unitarian Church of Westport and a former member of the Board of Directors of the West Norwalk Association. She is currently Vice Chair for the Norwalk Democratic Town Committee.

JAMES STUART HAMILTON
217 Strawberry Hill Avenue
Norwalk CT 06851
Phone 203-854-5256



Education

BS/1983/Civil Engineering, Cornell University, Ithaca, NY

Professional Registrations: Professional Engineer,
licensed/registered in Connecticut, New York and New Jersey.

Professional Associations

Member, American Society of Civil Engineers (ASCE)

Professional Experience:

Mr. Hamilton has extensive experience in hydraulics, hydrology, bridge scour studies, drainage design, quality assurance reviews, and emergency infrastructure repairs. Specific experience includes the preparation and senior review of feasibility studies, plans, specifications, estimates, contract documents, and technical reports. He has thorough knowledge of drainage and hydraulic design procedures for local transportation agencies, including the Connecticut, New York, and New Jersey Departments of Transportation. He also has extensive experience in hydrologic and hydraulic modeling, including HEC-1, HEC-2, HEC-HMS, HEC-RAS, StormCAD and WSPRO. He has experience with emergency response technical assistance contract work involving the Federal Emergency Management Agency (FEMA) and on several post-disaster infrastructure repair projects involving highways, railroads and housing. He has participated in value engineering and technical peer review assignments and serves as Location Quality Manager and Project Quality Representative on numerous projects.

Employment: AECOM, New York, New York, July 1996-present

Civil Technical Leader and Location Quality Manager on major transportation infrastructure projects both US and abroad. Sample projects include Second Avenue Subway - NYC, post Tropical Storm Irene repairs on Port Jervis Line - Metro-North Railroad, Drainage Design for SHHE Highway Extension - Trinidad and Tobago.

Berger Lehman Associates, Rye, New York, May 1989-July 1996, Drainage design on Highway Projects in NY and CT.

Morrison-Knudsen Engineers, June 1983-May 1989, design of small hydroelectric projects, northeastern U.S.

Community Involvement:

Common Council Member, Norwalk 1985-1987, Served as Chair Public Works Committee, served on Recreation & Parks Committee.

Board Member, Open Door Shelter, Norwalk 1988-1996.

Parishioner, St. Pauls Church on the Green, Norwalk.

Interests: Bicycling and walking in Norwalk and vicinity. Visiting abandoned railroads and canals of New England-New York. Geology of Connecticut and vicinity.



Project/Program Manager

Over 20 years of business improvement, program management and project management experience in Information Technology, Finance and Marketing industries with a focus on customer relationship management (CRM) & LEAN methodologies. Strong information technology skills with proven ability to analyze business problems and drive change management to implement cost effective solutions.

TRANSIGMA PARTNERS, NORWALK, CT 2014 - Present

Sr. Manager - Client Engagements

- Engagements:
- American International Group (AIG) Legal Division – New York, NY
 - General Electric Capital Corporation HQ – Norwalk, CT
 - General Electric Capital Corporation Treasury Division – Stamford, CT
 - General Electric Global Operations - Legal Services – Fairfield, CT/Cincinnati, OH
- Defined process flow for AIG Legal product offerings for use in establishing a spinoff entity of the parent company. Defined staffing requirements, application requirements, technology needs and startup rollout plan.
 - Advisor to GE Enterprise Data Mgmt team (EDM); developed the templates for executing a new initiative - Annual Data Management Plan - which serves as a yearly assessment of the data maturity for various functional groups within GE. Executed data maturity assessment (CCAR, PPNR, Basel III (RCAP)). Included interviews with respective groups, mapping data lineage, determining common issues and validity of data sources.
 - GE EDM Reconciliation Definition: Developed high-level templates for how data and financial reconciliations should be performed by various functional groups at GE, with the goal of determining how data reconciles from one source system to another and which data set is considered the authoritative source.
 - GE EDM Operating Model Communication: Defined and developed the corporate communication/change strategy for rollout of McKinsey-defined Data Operating Models. Developed communication project plan and reported progress to senior management.

THE RYAN PARTNERSHIP (Epsilon), WILTON, CT 2007 - 2013

Senior Interactive Producer (Project Management)

- Establish initial scope and cost of client marketing projects, with focus on delivering profitable, timely assets across several channels: websites – online media – print – email – social media.
- Ability to build relationships with internal and external clients in gathering business requirements, assessing project needs, and providing creative and effective solutions that utilize emerging technologies.
- Worked within a matrixed and/or offshore environment to ensure project/program deliverables were met according to the approved project plan and notified key stakeholders of project progress or shortcomings.
- In addition to defining project scope, also responsible for ensuring that cost overruns are limited and any changes to initial scope are identified, documented and addressed with the appropriate stakeholder.
- Personal Client List: Nestle Waters N.A., Energizer Personal Care, Unilever multi-brands, Purina, Callaway Golf

JUPITERMEDIA, DARIEN, CT 2006 - 2007

Senior Producer – Project Management, Creative and Design

- Developed the initial design for new Program Management Office in order to introduce standard project management methodologies (SDLC/Agile) for an organization seeking constructive change.
- Handled day-to-day project management for over 25 concurrent projects of varying sizes, assisting division project leaders in requirements gathering, specification statements and web site designs and development.
- Coordinated integration of Jupitermedia-owned international sites, both new ventures and acquired properties.
- Managed offshore development team for development of international website design, build and support (UK, Germany, Spain)
- Coordinated assigned tasks for remote development teams, both FTE's and contract employees.

William Waters

67 Cranbury Road | Norwalk, CT 06851 | 203-846-3257
Wpw25@optonline.net

The Royal Bank of Scotland (RBSNB) - Bridgeport, CT 2003 - 2005

Independent Consultant

- Performed program level planning and analysis for Marketing Dept of the bank's Credit Card Division.
- Ensured proper project documentation for new and existing marketing projects.
- Established effective program management methodologies to create repeatable processes for future marketing programs and initiatives.
- Reviewed contracts for current partner programs and determined profitable exit strategies.
- Developed project plans, new marketing initiatives to streamline time to market and increase accountability within the Marketing Division.

THE NASDAQ STOCK MARKET - TRUMBULL, CT 1998 - 2002

Program Management Office - NASDAQ Technology Services

- Performed project management and reporting functions for senior officers to expedite the flow of systems into the production market arena
- Served as Chief-of-Staff for EVP/CIO NASDAQ Technology, ensuring all action plans were executed according to specifications and all application development statuses were reported in a timely manner
- Performed departmental audits and project reviews, analyzing issues and risks and ensured the proper process methodologies and NASDAQ "best practices" were in place
- Tracked potential applications and hardware system bottlenecks from problem identification to resolution using project tracking methodologies

PRICELINE.COM - STAMFORD, CT 1997 - 1998

Director, Information Services

- Managed Information Services Department for pre-startup Internet venture.
- Determined reporting requirements and optimal reporting applications for comprehensive reporting of corporate data, both internal and external reporting.
- Negotiated key vendor contracts for purchase of tools/applications for effective corporate reporting.
- Coordinated initial phases of project for corporate data warehouse planning and development.
- Defined reporting needs and optimal reporting tools with the goal of eventually importing data into Oracle databases and ultimately into data warehouse project.

THE NASDAQ STOCK MARKET, INC., TRUMBULL, CT 1994 - 1997

Manager, Computer Operations Systems Administration

- Managed 24 hour / 7-day support team for Unisys, Sequent and Sun Unix/mainframe platforms ensuring online availability of DMS and Oracle databases used in stock market trading systems.
- Spearheaded the development of systems automation strategies in an effort to provide cross-platform systems automation for NASDAQ's mainframe and Unix systems.
- Project Manager for new \$56mm NASDAQ data center construction and data center migration plans allowing for uninterrupted system access during migration period into new headquarters.
- Developed and implemented cross-platform automation scripts that eliminated human intervention at the datacenter console level, allowing Unisys, Tandem/Compaq, Sun and Sequent systems to act accordingly, based on "triggers" from each other system, eliminating human intervention ("Dim" Datacenter concept).
- Assisted in research and preparation of \$100+ million annual capital budget.
- Managed staff of 5.

B.A. History, Marietta College - Marietta, OH

Professional Development

PMI - Project Management Fundamentals
PMI - Managing Multiple Projects
CSI - ISSWB

Learning Tree - Negotiating Skills for Business
Learning Tree - Project Management: Skills for Success
Learning Tree - Advanced Project Management Tools
Learning Tree - Managing Difficult Employees



Personal:

Wife: Lupita Q. Williams – 3rd Grade Teacher, Columbus Magnet School, Norwalk CT ('91 – Present)
 Children: Omar A. Williams (Norwalk High '94), Nadia R. Williams (Norwalk High '96)
 Residence: 62 Bayne Street, Norwalk 06851 (Aug. 1983 – Present)
 Citizenship: USA (Naturalized, 1978) Place of Birth: Republic of Panama Age at Immigration: 20
 Bilingual Proficiency: English and Spanish Background: Multinational immigrant of Jamaican heritage

SUMMARY OF COMMUNITY/SOCIAL SERVICES EXPERIENCE

- | | |
|--|--|
| <ul style="list-style-type: none"> Lockwood-Mathews Mansion Museum: Board of Trustee, Exec. Committee, Technology Committee, Education Committee Norwalk Democratic Town Committee – District D Representative (2015-2016) NY Exploring: Employer's (Bowne & Co.) Executive Sponsor of NYC's premier high school career awareness program (2003-06) | <ul style="list-style-type: none"> Chaperone, Norwalk H.S. Marching Band (1992-96) Mentor, Norwalk Public Schools (1989-96) Math Tutor, Norwalk Public Schools – West Rocks (1989-90) Cub Scouts Pack 97 Troop Parent Leader Cranbury Little League press reporter City of Norwalk Human Rights Commission VP PTO Council, Norwalk Public Schools (1989-1991) NYC Employer's corporate sponsor for a High School Summer Internship program (2004-05) |
|--|--|

Online LinkedIn (Professional) Profile: <http://www.linkedin.com/pub/haroldo-williams/2/4bb/81>

PROFESSIONAL RESUME

Business Process Automation, Enterprise Operations & Client-Facing Technology Leader

Business leader with strong interpersonal and communication skills, and over 18-years of cross-functional leadership experience (in Client-Facing Technology, Enterprise Operations, and Client Services) delivering services to external clients in the *financial services, retirement services, insurance, and healthcare industries*. Wide range of experience working in executive, professional leadership, consulting and individual-contributor roles servicing clients in the Financial, Healthcare, manufacturing, and Insurance marketplace, and operating in environments with demanding Service-Level Agreements, and strong confidentiality, security, and regulatory compliance requirements (e.g. SSAE 16, HIPPA, and SOX).

Currently working as a principle with a Healthcare Information Technology startup firm, developing an information solution to engage patients in improving their health literacy and treatment adherence, as a means to reduce the rate of hospital re-admissions, in compliance with the goals of the Affordable Care Act

PROFESSIONAL EXPERIENCE

DOCINSIGHT, Wayne, NJ

March 2012- Current

A startup healthcare information technology firm developing patient-engagement communication solutions to increase patients' health-literacy and treatment-adherence, to reduce the rate of hospital readmissions and the associated cost

Sr. VP Operations & Information Solutions

Accountable for the development of personalized communications solutions that enable healthcare providers and insurers to reduce the rate of hospital re-admissions and admissions, while providing new revenue opportunities (from the Affordable Care Act) for care providers, and cost savings to insurers/payers and medical centers

PITNEY BOWES MANAGEMENT SERVICES, Stamford, CT

May 2011- Feb 2012

PBMS provides outsourced document management, electronic discovery, litigation support, and facilities management services

VP Global Technology Integration Services Developed a standard process for onboarding external clients' outsourced engagements, while leading the Technology Integration services for PBMS' CCM product line.

BOWNE & CO. / RR DONNELLEY, New York, NY and West Caldwell, NJ

Apr 1997 – Jan 2011

Bowne, founded in 1775, was the leading financial-communications services firm until acquired by RR Donnelley in 2010

Hired into a leadership role in a startup business unit, and held the following positions over a fourteen years period:

VP Enterprise Operations, West Caldwell, NJ (May 2007 – Feb 2011)

VP Digital Operations, Carlstadt, NJ & West Caldwell, NJ (Jan 2006 – May 2007)

VP Operations, Carlstadt, NJ (Jul 2005 – Dec 2005)

VP Client Services & Operations, New York, NY (2000 – Jul 2005)

Director Systems & Networks, New York, NY (1997 – 2000)

Summary of Accomplishments:

- Led the production on-boarding integration services (representing over \$200M in annual production revenue)
- Led a major corporate project to consolidate and integrate a digital print, fulfillment and distribution operations in Milwaukee Wisconsin into a Lean offset print plant in South Bend Indiana
- Renegotiated and consolidated enterprise service agreements with Xerox, Pitney Bowes, and IBM, to provide significant synergy savings for corporate acquisitions
- Rationalized the production equipment requirements, and renegotiated the enterprise leases, and the purchasing & service agreements, and achieved a recurring annual savings of \$1.8MM in operating expenses
- Directly managed the operations integration of three major acquisition, and the consolidation of five (digital-print, fulfillment and distribution) plants (in the NJ, Milwaukee, Dallas, Long Island, and the Chicago)
- Developed the Operations Integration and On-Boarding strategy to successfully integrate the production of acquired businesses that serviced the processing, print, on-line presentment, and distribution of investor statements, trade-confirms, enrollment kits, and tax statements that were outsourced by external clients

The HV Williams Co., Norwalk, CT

Oct 1985 - Mar 1997

Proprietor / Director: As a sole proprietor, provided technology consulting, and systems & network integration services

- Certified **Digital Equipment Corp. (DEC) Value Added Reseller**, and **Apple Computer Network Integrator**
- Clients included: Bloomberg LP, EF Hutton, Drexel Lambert, Ivaran Rederi AS (Norwegian shipping), Banque Indosuez, Unilever - Chesebrough Ponds, Bowne, Digital Equipment Corp., and Pitney Bowes

Digital Equipment Corp., New York, NY

Dec 1984 – Aug 1985

Solutions Consultant: Provided computer systems consulting to strategic clients including: The NFL, Bowne, and Drexel

Pitney Bowes, Norwalk, CT

Jan 1979 – Jul 1985

Manager Engineering Computer Services: Managed the Business Systems Engineering technical services, supporting the development of the embedded software solutions for the PB digital postage meters and scales

Xerox, Rochester, NY

Engineer: Developed systems software tools, and managed the distributed development systems, in support in the embed software solutions used in the Xerox digital printers.

Lockheed Electronics (Johnson Space Center), Houston, TX

Associate Engineer: Developed real-time inter-processor communication and process control software for a Guidance Navigation Controls Tester

EDUCATION & PROFILE

Texas A&I University	MS Computer Science studies	Kingsville, TX
Texas A&I University	BSEE (Computer Systems)	Kingsville, TX
Canal Zone College	A.S. Mathematics	Canal Zone, Republic of Panama

MIKLOS P. KOLESZAR
4 New Canaan Way
Norwalk, CT 06850-3359
203-853-9502



EDUCATION:

SOUTHWESTERN LAW SCHOOL, Juris Doctor degree, 1976, Class standing: top one third; Class Representative to the Student Bar Association; Los Angeles County Small Claims Court Prosecutor; Law Clerk, Los Angeles City Attorney's office Criminal Division; Admitted to practice in Connecticut October 1976

UNIVERSITY OF SOUTHER CALIFORNIA Marshall School of Business; B.S. in Finance, 1970; Dean's List Scholar; President of Chi Phi Fraternity; Recipient of the Hoffman White Award; U.S.C. tennis team 1967; U.S.C. Trojan Knights and U.S.C. Trojan Squires, men's honorary societies.

NORWALK HIGH SCHOOL, Graduated 1966 with honors, top 10 percent of class; National Honor Society; Vice President Senior Class; Varsity letters in Tennis, Track, Basketball and Cross Country; Boy's State Representative.

WORK EXPERIENCE:

1985 - Present	Position: Solo practitioner with a general practice of law concentration on real estate, landlord tenant law, elder law, estate planning and probate.
1978 - 1985	Position: Associate with the law firm of Nemore, Nemore and Silverman. Duties: full control over a variety of cases in a general law practice, including estates, divorces, real estate, landlord/tenant issues, collections and business entities.
1976 - 1985	Position: Assistant Corporation Counsel for the City of Norwalk. Duties: tax foreclosures, enforcement of zoning violations, personal injury defense, worker's compensation defense; labor relations and personnel issues.

MILITARY EXPERIENCE:

Enlisted in the United States Army Reserve in 1970 as a Private and retired in 1995 as a Lieutenant Colonel. Last position: Adjutant of the 1064th RTU ('General Staff); recipient of the Army Commendation Medal; Graduate of the Army Command and General Staff College.

COMMUNITY AND PROFESSIONAL ACTIVITIES:

Past President of the Norwalk Jaycees; Past President and current Board Member of the Kiwanis Club of Norwalk; Former Board Member Elder House; Board Member of Keystone House; former member of the Advisory Council for the Legal Assistant Program and Instructor in Administrative Law at Norwalk Community College; past President of the Young Lawyers Section of the Norwalk/Wilton Bar Association; member of the American Bar Association and the Regional Bar Association; member of the National Academy of Elder Law Attorneys; former member of the Wilton Republican Town Committee for more than ten years; former member of the Norwalk Republican Town Committee Districts A, C and D for more than fifteen years.

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125



TEL: (203) 854-7750
FAX: (203) 854-7901

March 3, 2017

The Honorable Harry Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: City of Norwalk FOI Act 'Indigency Policy'

Greetings:

The following is a proposal for the Common Council to pass a Resolution that will establish an 'Indigency Policy' for the purpose of addressing any requests for records that might be made by a member of the general public who has declared themselves to be 'indigent' and who, consequently, is seeking a waiver of the FOI fees that would otherwise be paid for those copies.

As you may know, under the Freedom of Information Act (the "Act") a public agency may be requested to provide a party with copies of specified documents and records. For its part, the public agency (such as the City of Norwalk) may charge a fee for duplicating this record. The amount of the fee that can be charged is set by the terms of the 'Act'.

Connecticut General Statute Section 1-212 (a) provides that the cost for printed copies shall not exceed Fifty (\$0.50) Cents per page. Other reasonable fees may charged for costs incurred in the duplication or creation of the requested records as well as set out in the Statute (for example, if a request is made for an audio record the cost of the tape/CD may be passed on to the requesting party). See, C.G.S. Section 1-212 (b). In addition, when the fees that are accumulated for the requested records is

estimated to be Ten (\$10) Dollars or more, the City may request that these fees be paid in advance; See, C.G.S. Section 1-212(c).

Further, the Act provides that the public agency shall waive any fee provided for in this section when the person requesting the records is an "indigent individual". See, C.G.S. Section 1-212 (d)(1). The fee may also be waived when "(in the public agency's judgment, compliance with the applicant's request benefits the general welfare", see CGS Section 1-212(d)(3).

The Act does not define the term "indigent individual" for the purposes of applying this provision. In a series of case decisions it has been established that the terms of any such Indigency Policy are to be framed by the individual municipalities or public agencies. The only restriction that has been placed on the establishment of an indigency policy is that it must be "objective, fair, reasonable, and applied in a non-discriminatory manner".

The main component of any indigency policy is the standard that is to be applied in order to determine if a person qualifies as someone who is "indigent". In many cases the definition of "indigent" as contained in *Black's Law Dictionary* is referred to for guidance in this regard. Accordingly, an "indigent" person is defined as follows:

"In a general sense, one who is needy and poor, or one who has not sufficient property to furnish him a living nor anyone able to support him to who he is entitled to look for support. Term commonly used to refer to one's financial ability, and ordinarily indicates one who is destitute of means of comfortable subsistence so as to be in want". Black's Law Dictionary, 5th Edition.

However, using this definition by itself is not a satisfactory test for determining "indigence" since such a test needs to be "objective" – that is, easily applied based on objective financial facts and not based on subjective determinations (e.g. What is "needy"? Who is "poor"?). Accordingly, various public agencies have developed a variety of tests to be used to determine whether or not a person is to be considered "indigent" for the purposes of the Act. These tests might include an accounting of the

applicant's assets or income or whether or not the applicant is receiving some sort of social assistance or aid.

For our purposes it is suggested that Norwalk adopt an "indigency standard" that is based on both an Income and Assets test. That is, if an applicant fails to meet a specified income level and if they do not possess a sufficient value amount of assets, they shall be considered "indigent" for the purposes of our Indigency Policy.

It is suggested that the Federal Poverty Level (FPL) be used to assess the applicant's income level. At present, an individual who has an annual income of less than \$11,770 qualifies as being impoverished under the Federal Guidelines (that amount is set at \$24,250 for a family of 4).

Thereafter, it is also suggested that the total assets on hand total less than \$2,500 as a whole, (which would include property as well as liquid asset). A party requesting free copies on the basis of indigency would be required to fill out a short application listing their assets and income. We would create a form based on the Affidavit of Indigency (Criminal Form JD-AP-48) and/or the Application for Waiver of Fees (Civil Form JD-CV-120) that is used by the Connecticut Judicial Branch for this purpose.

To avoid any possibility that an applicant would divest themselves of any assets or property in contemplation of filing for indigency status, there should also be a "look back" provision of six (6) Months. Thus, the calculation would be based on their highest holding/possession of these assets for the six (6) Months next preceding the application.

On occasion the City may receive a request for records from an inmate in one of the State's correctional facilities. It should be noted that the Department of Corrections has adopted its own standard for "indigency" for the purpose of handling FOI requests filed by inmates. This standard has been approved by the FOI in numerous decisions. Pursuant to the DOC's 'Administrative Directive 3.10 (Fees, Reimbursements and Donations) an inmate is considered "indigent" for this purpose if the monetary balance

{00020602.DOCX 1}

in his or her inmate trust account, or any other known account, has not equaled or exceeded five dollars (\$5.00) at any time (1) during the ninety (90) days preceding the receipt by the Department of the request for records and (2) during the days preceding the date on which the request for records is fulfilled (up to a maximum of ninety (90) days after the date of the request). It is proposed that, as other municipalities have done, whenever a request for records is received from an inmate that the DOC's "indigency" standard be employed.

In addition, it will be necessary to build in safeguards so that the process cannot be abused. For example, if a person once declared "indigent" was free to order as many copies as he/she wanted, there could foreseeably be no end to the number of records this person could request. This in fact happened in at least one FOI case. In that matter (Rossi v. Superintendent of Schools [West Haven], #FIC 2005-219) a person had requested records that were "reasonably estimated to be in the region of thousands of pages". In its decision that Commission determined that the Complainant need be considered to be "indigent" (since the public agency did not have an indigency policy) but further found that his request would be capped at 200 pages without charge.

It is recommended therefore that a cap of 200 pages be placed on any request for free copies due to indigency. It should be noted that since this amount has already been approved by the FOI Commission it should withstand any challenge (though there is no firm prohibition against adopting a more limiting provision allowing for fewer free copies). In addition, to safeguard this limit, it would be necessary to limit the frequency with which the request for free copies can be made. Otherwise, the requesting party could request hundreds of free copies on a daily basis without end. It is recommended therefore that a party requesting free copies of public records on the basis of their claimed 'indigency' status should be allowed to make such requests once every 45 day cycle (this suggested time frame can be adjusted).

Another potential abuse of the system could arise if the applicant was being used as a "straw man" in order to request records for the benefit of a third party. Again, this

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has in fact been found to have occurred in at least one case adjudicated by the FOI Commission (Kulick v. West Hartford, #FIC 91-356). In order to prevent this we would include in the application a statement to be signed by the applicant averring that they are not submitting this application on behalf of a third party and acknowledging that there are penalties for doing so. Admittedly this would be difficult to police to ensure that no one is committing this fraud. It is recommended that, in order to deter any abuse of the system, that a penalty be put in place should a violation be detected whereby a \$200.00 ticket be issued to the offender and that they be barred from requesting free records in the future based on indigency for a period of 6 months (again, these amounts can be adjusted).

The proposed Indigency Policy therefore would possess the following elements:

1. Whether or not a person is to be considered 'indigent' for these purposes would be based on an analysis of their annual income and total assets (judged on the basis of their last Six (6) months of holdings;
2. Those applying for indigency status should be required to fill out a form, under oath, attesting to their financial situation (such form to be signed under oath);
3. The City will determine whether or not the applicant qualifies for being considered 'indigent' (for these purposes) based on whether they meet the Federal Poverty Level guidelines and have less than \$2,500 of total assets on hand (for the last Six (6) months);
4. If the requesting party is an inmate, the City will employ the standard for 'indigency' that is used by the Connecticut Department of Corrections for such purpose;
5. A qualifying indigent requesting party shall be limited to receiving 200 pages or records (or the corresponding value thereof) at any one time (for a period to last 45 days from the date of the last request);
6. The requesting party will be required to aver under oath that the request for the subject records is being made for that party's use and not being made on behalf of

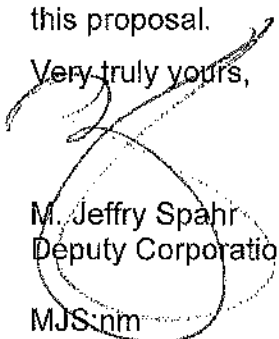
third (and potentially unqualified) third parties (subject to penalty for violating this provision).

Accordingly, it is requested that the Common Council pass the following Resolution:

"Be it Resolved, that the 'Indigency Policy' as presented on the Record be adopted as that of the City of Norwalk"

As always I will be available to respond to any questions or concerns that you may have regarding this matter. Thank you in advance for taking the time to consider this proposal.

Very truly yours,



M. Jeffry Spahr
Deputy Corporation Counsel

MJS:nm



DEPARTMENT OF PUBLIC WORKS

VII. A

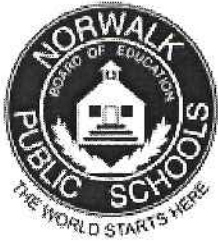
BID SHEET

PROJECT: PM2017-1

PAVEMENT MANAGEMENT PROGRAM

DATE: THURSDAY, FEBRUARY 23, 2017 2:00 P.M.

BIDDER	BID AMOUNT	BID BOND
Deering Construction, Inc. 20 Sheehan Avenue Norwalk, CT 06854	\$ 3,538,182.00	%15 Travelers Insurance
FGB Construction Company 158 Bouton Street Norwalk, CT 06854	\$ 3,742,507.00	%15 The Hartford Bond Claim Department
The Grasso Companies, LLC 314 Wilson Avenue Norwalk, CT 06854	\$ 3,410,044.00 Apparent Low Bidder	%15 Lexon Insurance
Laydon Industries, LLC 51 Longhini Lane New Haven, CT 06519	\$ 3,836,940.00	%15 Travelers Insurance
Waters Construction Co., Inc. 300 Bostwick Avenue Bridgeport, CT 06605	\$ 4,413,668.50	%15 AIA



NORWALK PUBLIC SCHOOLS
TECHNOLOGY DEPARTMENT
125 EAST AVENUE - ROOM 315
P.O. BOX 6001
NORWALK, CONNECTICUT 06852-6001
(203) 854-4149

VII. B

Memorandum

TO: City of Norwalk, Members of the Land Use and Building Management Committee

C.C: Alan Lo

FROM: Ralph Valenzisi, Chief of Technology, Innovations and Partnerships- NPS

DATE: January 26, 2017

Re: Hyper-Converged Infrastructure Solution

To educate our children, our schools need access to current data for assessment and instruction. In regard to operations, we have been automating our systems for better efficiency. To complete these tasks, there is need to rapidly add servers, applications and expand storage. In order to meet the instructional and operational needs for the school system, we need to upgrade our current infrastructure

Norwalk Public Schools is looking to consolidate and streamline our current data and storage units, as well as our virtual server. The proposed Hyper-converged unit will serve these purposes. The unit will service all of the Norwalk Public Schools and Central Office internal data systems, servers and file storage and service all internal student and staff data, network servers and applications.

A Bid was dated on 11/4/21016. The Hyper-Converged Infrastructure Solution was approved by the ITT Advisory Committee on 12/7/2016 and we need an approval by the Land Use and Building Management Committee to purchase this unit through the Capital Budget.

Authorize the Purchasing Agent to issue a purchase order to The Walker Group in an amount not to exceed \$69,439.34

Account# 0917-5010-5777-C0112



Steven J. Adamowski, Ph.D
Superintendent of Schools

125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

adamowskis@norwalkps.org
P: 203-854-4001 / F: 203-838-3299

March 8, 2016

Members of Land Use and Building Management Committee of Norwalk Common Council

Dear Committee Members:

This letter serves to confirm that on behalf of the Norwalk Board of Education, I have reviewed the proposed purchases and/or improvement projects below and have determined that they are consistent with the approved plans/strategies of Board of Education and I am hereby requesting Norwalk Common Council action on the following:

“Authorize the Purchasing Agent to issue a Purchase Order to The Walker Group to consolidate IT data and storage units and virtual server for the Norwalk Public Schools for a total not to exceed \$69,439.34. Acct #09175010-5777-C0112”

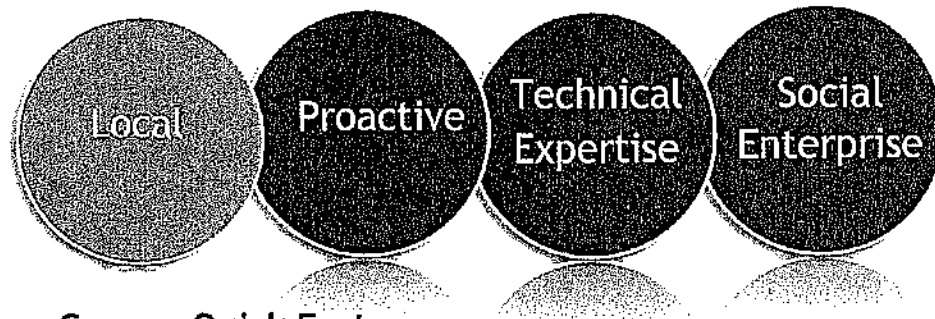
Sincerely,

Steven J. Adamowski, Ph.D.
Superintendent of Schools

RFP Background

Norwalk Public Schools is looking to consolidate and streamline data and storage units and virtual server. One system is requested to provide all power and storage for multiple servers.

Why Walker?



The Walker Group - Quick Facts

- Incorporated since 1986
- Located in Farmington, CT
- Approximately 300 customers
- Employs 75 staff professionals
- Woman-owned business - certification# 2005114468
- Social Enterprise business model
- One-third of all profits are given to charitable organizations throughout CT

The Walker Group History and Corporate Structure

The Walker Group is a woman-owned business located in Farmington, CT and has been in business since 1986. The Walker Group currently employs 75 staff and is looking to double in size over the course of the next 5 years. Most notably, two-thirds of the Walker staff are licensed, certified engineers. The Walker Group boasts roughly 300 local area, small- to enterprise-sized clients in the non-profit, education, governmental, professional services and manufacturing space.

Uniquely, The Walker Group is set up as a Social Enterprise corporation. This means that one third of all profits are taken and distributed among the Connecticut community. This makes The Walker Group an IT company with a social mission and clearly sets us apart from our competition.

Lastly, Kate Emery, CEO of The Walker Group, worked with the State of Connecticut and the Governor to recognize Benefit Corporations in Connecticut. On October 1, 2014, Connecticut became the 26th state in the United States to recognize Benefit

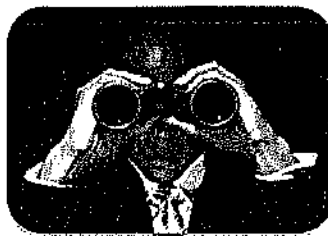
corporations. The article can be found here: <http://www.courant.com/business/hc-social-enterprise-bill-1001-20141001-story.html>.

Company Service Offerings

The Walker Group is well versed in the following three (3) practice areas:



Infrastructure &
Advisory Services



Managed
Services



Digital Marketing
Solutions

1. **Infrastructure & Advisory Services:** This practice area focuses on network design, systems documentation, wireless, storage and networking, switching, virtualization, project build-out and implementation, disaster recovery testing, network security, hardware procurement and technology planning.
2. **Managed Services:** Our Managed Services practice offers a full call center team that provides support from 7AM to 7pm EST. For an additional fee, we are able to accommodate customers who have a need for after-hours support. In addition to our call center, we offer remote monitoring, proactive and preventive maintenance services and onsite support. All of these aforementioned items can be packaged or chosen a la carte.
As technology has changed and matured over the past few years, the need for cloud services has come into play and The Walker Group has adapted accordingly. The Walker Group provides Cloud services in the form of Infrastructure as a Service (IaaS) IT as a Service (ITaaS), Hosted Disaster Recovery and Co-Location services. The Walker Group has partnered with XAND for housing our data center, which is geographically positioned in Massachusetts.
3. **Digital Marketing Solutions:** The Walker Group understands that many important decisions go into building a website. Proper consultation, goals analysis and review, usability designing and website assessment play into shaping a website designed to increase your bottom line. Important factors as part of this build may include a mobile strategy, social media utilization and content management.

In summary, our three practice areas give our clients a large range of IT support to address current and future needs.

Nutanix Solution
Quote 003030 v1



Nutanix Solution

Quote Information:

Quote #: 003030
Version: 1
Delivered: 11/01/2016
Expires: 01/31/2017

Prepared for:

Norwalk Public Schools
David Hopp
125 East Avenue PO Box 6001
Norwalk, CT 06852-6002
dave@norwalkps.org
(203) 854-4001

Prepared by:

The Walker Group
Nicolette Martin
(860) 678-3530 x387
NMartin@thewalkergroup.com

One Year Support Option	Price	Qty	Ext. Price
NX-1365-G5-11230, 3 Node(s)	\$34,268.01	1	\$34,268.01
Intel Xeon Processor 2.4GHz 10-core Broadwell E5-2640 v4 25M Cache	\$0.00	6	\$0.00
16GB DDR4 Memory Module	\$0.00	24	\$0.00
6TB 3.5" HDD	\$0.00	6	\$0.00
10GbE Dual SFP+ Network Adapter	\$0.00	3	\$0.00
License, Pro entitlement for NX-1065-G5; Valid for life of device	\$1,749.85	3	\$5,249.55
No Cables	\$0.00	1	\$0.00
1.2TB 3.5" SSD	\$0.00	3	\$0.00
1YR Production 24/7 System support for Nutanix 1065-G5.	\$7,538.97	1	\$7,538.97
Nutanix Implementation Services Per Node New or Existing Environment DELIVERY: On-Site (T&E Separate) via Nutanix Services	\$1,842.11	3	\$5,526.33
Nutanix Services Time and Expense (T&E) Units DELIVERY: Via Nutanix Services	\$882.35	1	\$882.35
Nutanix V2V Migration Service DELIVERY: On-Site (T&E Separate) or Remote via Nutanix Services	\$631.58	5	\$3,157.90
One Year Support Option Subtotal			\$56,623.11

Three Year Support Option	Price	Qty	Ext. Price
NX-1365-G5-11230, 3 Node(s)	\$34,268.01	1	\$34,268.01
Intel Xeon Processor 2.4GHz 10-core Broadwell E5-2640 v4 25M Cache	\$0.00	6	\$0.00
16GB DDR4 Memory Module	\$0.00	24	\$0.00
6TB 3.5" HDD	\$0.00	6	\$0.00

Nutanix Solution
Quote#003030 v1



Nutanix Solution

Quote Information:

Quote #: 003030
Version: 1
Delivered: 11/01/2016
Expires: 01/31/2017

Prepared for:

Norwalk Public Schools
David Hopp
125 East Avenue PO Box 6001
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Prepared by:

The Walker Group
Nicolette Martin
(860) 678-3530 x387
NMartin@thewalkergroup.com

Three Year Support Option	Price	Qty	Ext. Price
10GbE Dual SFP+ Network Adapter	\$0.00	3	\$0.00
License, Pro entitlement for NX-1065-G5; Valid for life of device	\$1,749.85	3	\$5,249.55
No Cables	\$0.00	1	\$0.00
1.2TB 3.5" SSD	\$0.00	3	\$0.00
3YR Production 24/7 System support for Nutanix 1065-G5.	\$20,355.20	1	\$20,355.20
Nutanix Implementation Services Per Node New or Existing Environment DELIVERY: On-Site (T&E Separate) via Nutanix Services	\$1,842.11	3	\$5,526.33
Nutanix Services Time and Expense (T&E) Units DELIVERY: Via Nutanix Services	\$882.35	1	\$882.35
Nutanix V2V Migration Service DELIVERY: On-Site (T&E Separate) or Remote via Nutanix Services	\$631.58	5	\$3,157.90
*Three Year Support Option Optional Amount			\$69,439.34

Shipping	Price	Qty	Ext. Price
Shipping & Handling	\$300.00	0	\$0.00

Quote Summary	Amount
One Year Support Option	\$56,623.11
Total	\$56,623.11

*Optional Expenses	Amount
Three Year Support Option	\$69,439.34
Optional Subtotal	\$69,439.34

Upon sign-off of this quote, The Walker Group will provide an invoice for the hardware and software amount due (including taxes, if applicable). Once payment has been received, ordering will proceed.

Signature _____

Date _____

[HISTORY: Adopted by the City of Norwalk Common Council 7-26-1983; amended in its entirety 9-19-2001. Subsequent amendments noted where applicable.]

Chapter 68. Noise

§ 68-1. Short title.

This chapter shall be known as the "City of Norwalk Noise Control Ordinance."

§ 68-2. Purpose.

It is recognized that people have a right to and should be ensured an environment free from excessive sound and vibration that may jeopardize their health or safety or welfare or degrade the quality of life. This chapter is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the citizens of Norwalk through the reduction, control and prevention of noise.

§ 68-3. Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter:

AMBIENT NOISE or BACKGROUND NOISE

Noise of a measurable intensity which exists at a point as a result of a combination of many distant sources individually indistinguishable.

COMMERCIAL ZONE

All commercial districts, business districts, as defined in the Zoning Regulations of the City of Norwalk,¹¹ and all uses associated therewith, either permitted as a right or as a special use.

COMMON COUNCIL

The Common Council of the City of Norwalk.

CONSTRUCTION

Any site preparation, assembly, erection, substantial repair, alteration or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

CONSTRUCTION EQUIPMENT

Any equipment or device operated by fuel pneumatically or electric power used in construction or demolition work.

CONSTRUCTION SITE

Site where construction or demolition takes place.

DAYTIME HOURS

The hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, the hours between 8:00 a.m. and 8:00 p.m. on Saturday and the hours 9:00 a.m. through 8:00 p.m. on Sundays and federal and state holidays.

DECIBEL

A logarithmic unit of measure used in measuring magnitudes of sound. The symbol is dB. SPL (sound pressure level) is defined as:

$$\text{SPL} = 20 \log P/P_0 \text{ in dB}$$

Where

$$P_0 = 0.0002 \text{ microbar}$$

DEMOLITION

Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

DIRECTOR OF HEALTH

The Health Director of the City of Norwalk.

DOMESTIC POWER EQUIPMENT

Not limited to, power saws, drills, grinders, lawn and garden tools and other domestic power equipment intended for use in residential areas by a home owner.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY VEHICLE

Any motor vehicle authorized by the City of Norwalk to have sound warning devices such as sirens and bells which can lawfully be used when responding to an emergency.

EMERGENCY WORK

Work made necessary to restore property to a safe condition following an emergency, or work required to protect persons or property from exposure to imminent danger.

HEALTH BOARD

As defined in Chapter 57 in the City Code.

IMPULSE NOISE

Sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

INDUSTRIAL ZONE

All industrial districts as defined by the Zoning Regulations of the City of Norwalk.

MOTOR VEHICLE

Per Section 14-1(26) of the Connecticut General Statutes, as amended.

MUFFLER

A device for abating sounds, such as those produced by escaping gases.

NIGHTTIME HOURS

The hours between 8:00 p.m. and 7:00 a.m., Sunday evening through Friday morning, Friday evening 8:00 p.m. through 8:00 a.m. Saturday morning and Saturday evening 8:00 p.m. through 9:00 a.m. Sunday morning. Saturday nighttime hours apply to state and federal holidays.

NOISE

Any sound, the intensity of which exceeds the standards set forth in § 68-5B or C of this chapter.

NOISE DISTURBANCE

Any sound which unreasonably annoys, disturbs, injures or endangers the comport, repose, health, peace or safety of a person, or which causes injury or damage to property or business.

NOISE LEVEL

The sound pressure level in decibels as measured with a sound level meter using the A-weighting network. The level so read is designed "dB(A)" or "dBA."

NOISE SENSITIVE ZONE

Any area designated by the Norwalk Board of Health as a "noise-sensitive zone" where noise problems are likely to occur or known to exist. As a minimum requirement, said zone must include within its boundaries a school, hospital, house of worship, day-care center, nursing home, public library, senior citizen center, residence or court.

PERSON

Any individual, firm, partnership, association, syndicate, company, trust, corporation, municipality, agency or political or administrative subdivision of the state or other legal entity of any kind.

PREMISES

Any buildings, structure, land, or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a person. The emitter's premises includes contiguous publicly dedicated street and highway rights-of-way, all road rights-of-way and waters of the state.

PROPERTY LINE

That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right-of-way.

PUBLIC RIGHT-OF-WAY

Any street, avenue, boulevard, highway, sidewalk, alley, park, waterway, railroad or similar place which is owned or controlled by a governmental entity.

RECREATIONAL VEHICLE

Any internal combustion-engine powered vehicle which is being used for recreational purposes.

RESIDENTIAL ZONE

All city-owned property used for recreational or educational purposes and all residential districts and any commercial district when used for residential purposes, as defined in the Zoning Regulations of the City of Norwalk, and all uses permitted therewith either as a right or as a special use.

SOUND

A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which, in air, evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

SOUND LEVEL METER

An instrument used to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for Sound Level Meters S1.4-1971 (Type S2A).

SOUND PRESSURE LEVEL

Twenty times the logarithm to the base 10 of the ratio of the pressure of a sound to the reference pressure of 20 micronewtons per square meter (20×10^{-6} Newtons/meter²), and is expressed in decibels (dB).

§ 68-4. Noise level measurement procedures.

For the purpose of determining noise level as set forth in this chapter, the following guidelines shall be applicable:

A.

All personnel conducting sound measurements shall be trained in the current techniques and principles of sound measuring equipment and instrumentation.

B.

Instruments used to determine sound level measurements shall conform to the sound level meters as defined by this chapter.

C.

The general steps listed below shall be followed when preparing to take sound level measurements:

(1)

The instrument manufacturer's specific instructions for the preparation and use of the instrument shall be followed.

(2)

The sound level meter shall be calibrated before and after each set of measurements.

(3)

When measurements are taken out of doors, a wind screen shall be placed over the microphone of the sound level meter as per the manufacturer's instructions.

(4)

The sound level meter shall be placed at an angle to the sound source as specified by the manufacturer's instructions and at least four feet above the ground. It shall be so placed as not to be interfered with by individuals conducting the measurements.

(5)

Measurements shall be taken at a point that is located about one foot beyond the boundary of the emitter's premises within the receptor's premises. The emitter's premises includes his/her individual unit of land or ground of contiguous parcels under the same ownership as indicated by public land records.

D.

Multiple uses. Where multiple uses exist within a given noise zone, the least restrictive land use category for the emitter and receptor shall apply regarding the noise standards.

§ 68-5. Noise levels.

A.

It shall be unlawful for any person to emit or cause to be emitted any noise beyond the boundaries of his/her premises in excess of the noise levels established in this chapter.

B.

Noise level standards.

(1)

No person in a residential zone shall emit noise beyond the boundaries of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Emitter's Zone	Receptor's Zone			
	Industrial	Commercial	Residential (day)	(night)
Residential	62 dBA's	55 dBA's	55 dBA's	45 dBA's

(2)

No person in a commercial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Emitter's Zone	Receptor's Zone			
	Industrial	Commercial	Residential (day)	(night)
Commercial	62 dBA's	62 dBA's	55 dBA's	45 dBA's

(3)

No person in an industrial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:

Emitter's Zone	Receptor's Zone			
	Industrial	Commercial	Residential (day)	(night)
Industrial	70 dBA's	66 dBA's	61 dBA's	51 dBA's

C.

High background noise levels and impulse noise.

(1)

In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five dBA's, provided that no source subject to the provisions of this chapter shall emit noise in excess of 80 dBA's at any time, and provided that this section does not decrease the permissible levels of other sections of this chapter.

(2)

No person shall cause or allow the emission of impulse noise in excess of 80 dB's peak sound pressure level during the nighttime to any residential noise zone.

(3)

No person shall cause or allow the emission of impulse noise in excess of 100 dB's peak sound pressure level at any time to any zone.

D.

Exclusions. These levels shall not apply to noise emitted by or related to:

(1)

Natural phenomena.

(2)

Any bell or chime from any building clock, school or church.

(3)

Any siren, whistle or bell lawfully used by emergency vehicles or any other alarm systems used in an emergency situation.

(4)

Warning devices required by OSHA or other state or federal safety regulations.

(5)

Farming equipment or farming activity.

E.

Exemptions. The following shall be exempt from this chapter these regulations subject to special conditions as spelled out and to the general prohibition of § **68-6**:

(1)

Noise generated by any construction equipment which is operated during daytime hours.

(2)

Noise created as a result of, or relating to, an emergency.

(3)

Noise from domestic power equipment, such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated during daytime hours, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises that result therefrom.

(4)

Noise from snow removal equipment at any time shall be exempted provided that such equipment shall be maintained in good repair so as to minimize noise, and noise discharged from exhausts shall be adequately muffled to prevent loud and/or explosive noises therefrom.

(5)

Noise from demolition work conducted during daytime hours.

(6)

Noise created by any aircraft flight operations which are specifically preempted by the Federal Aviation Administration.

(7)

Noise created by any recreational activities which are permitted by law and for which a license or permit has been granted by the City, including, but not limited to, parades, sporting events, concerts and firework displays.

(8)

Noise created by refuse and solid waste collection, provided that the activity is conducted during daytime hours.

(9)

Noise created by the normal and ordinary activities of the Department of Public Works or any taxing district utility, including but not limited to the following: street sweeping, snow and ice control, maintenance of the sanitary sewer collection system, maintenance of storm drainage systems, solid waste collection and disposal, maintenance of traffic control devices and operation of off-street parking facilities.

(10)

Noise created by public school construction.

§ 68-6. Prohibited activities.

A.

General prohibition. It shall be unlawful for any person to make, continue or cause to be made or continued any loud, unnecessary and unreasonable noise.

B.

The following activities are prohibited:

(1)

Vehicle horns. No person shall at any time sound any horn or audible signal device of a motor vehicle unless it is necessary as a warning to prevent or avoid a traffic accident.

(2)

Emissions from stationary or idling mobile sources. No mobile source engine shall be allowed to operate for more than three consecutive minutes when the mobile source is not in motion except as follows:

(a)

When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;

(b)

When it is necessary to operate heating, cooling or auxiliary equipment installed on the mobile source when such equipment is necessary to accomplish the intended use of the mobile source;

(c)

To bring the mobile source to the manufacturer's recommended operating temperature;

(d)

When the outdoor temperature is below 20°F;

(e)

When the mobile source is being repaired.

(3)

Exhaust discharge. No person shall discharge into the ambient air the blow-down of any steam vent of the exhaust of any stationary internal combustion engine or air compressor equipment, unless such discharge is through a muffler as defined by § **68-3** of this chapter or through an apparatus providing equal noise reduction and that meet noise level requirements identified in § **68-5B**.

(4)

Construction. No person shall at any time operate construction equipment on the construction or demolition site or carry on any construction or demolition during nighttime hours, except in an emergency in the interest of public safety and then only with a permit from the Director of Health or his designee and subject to all other applicable rules and regulations provided by state and local law, and said permit may not exceed a period of three days.

(5)

Blasting. No person shall at any time carry on blasting between the hours of 5:00 p.m. and 8:00 a.m. except in an emergency in the interest of public safety and then only with a permit from the Director of Health or his designee and subject to all other applicable rules and regulations provided by state and local law and the permit may not exceed a period of three days.

(6)

Leaf blowers. No person shall at any time operate a leaf blower during nighttime hours in a residential zone.

(7)

Nighttime. In-house construction. No person shall carry on nighttime in-house construction unless that construction activity takes place solely within the structure and emits no sound or noise outside of the structure.

§ 68-7. Motor vehicles.

A.

All motor vehicles operated within the limits of the City of Norwalk shall be subject to the noise standards and decibel levels set forth in the regulations authorized in Sections 14-80a-1a through 14-80a-10a, inclusive, of the Regulations of Connecticut State Agencies.

B.

No sound-amplifying devices on or within motor vehicles shall emit noise in excess of the noise levels as specified in § 68-5B or C.

C.

This section dealing with motor vehicle noise shall be enforced by the Chief of Police and/or his designated subordinates.

§ 68-8. Recreational vehicles; loudspeakers; sound reproduction systems.

A.

No person shall create or cause to be created any unreasonably loud or disturbing noise due to the operation of a recreational vehicle. A noise shall be deemed to be unreasonably loud and a violation of this chapter when the noise so generated exceeds the noise level standards set forth in § 68-5B or C.

B.

The Norwalk Board of Health may designate noise-sensitive zones where noise problems are particularly likely to occur and likely to cause unusual problems. Loudspeakers and public address systems may be prohibited in such noise-sensitive zones by the Norwalk Board of Health.

C.

Operating, playing or permitting the operation or playing of any radio, television, phonograph or similar device which reproduces or amplifies sounds in such a manner as to create a noise disturbance is prohibited.

§ 68-9. Inspections.

A.

For the purpose of determining compliance with the provisions of this chapter, the Chief of Police or his designated representative is hereby authorized to make inspections of all noise sources and to take measurements and make tests whenever necessary to determine the quantity and character of noise. In the event that any person refuses or restricts entry and free access to any part of a premises or refuses inspection, testing or noise measurement of any activity, device, facility or process where inspection is sought, the Chief of Police and/or designated representative may seek from the appropriate court a warrant without interference, restriction or obstruction, at a reasonable time, for the purpose of inspecting, testing or measuring noise.

B.

It shall be unlawful for any person to refuse to allow or permit the Chief of Police or his designated representative free access to any premises when the Chief of Police or his designated representative is acting in compliance with a warrant for inspection and order issued by the appropriate court.

C.

It shall be unlawful for any person to violate the provisions of any warrant or court order requiring inspection, testing or measurement of noise sources.

D.

No person shall hinder, obstruct, delay, resist, prevent in any way, interfere or attempt to interfere with any authorized person while in the performance of his/her duties under this chapter.

§ 68-10. Violations and penalties.

A.

Any person who violates any provision of this chapter or any rule or regulation in force pursuant thereto shall be subject to a fine of no more than \$99 for the first offense, and \$250 for each subsequent offense within one year of the last offense. Each violation shall constitute a separate offense.

B.

Action pursuant to Subsection A of this section shall not be a bar to enforcement of this chapter, rules and regulations in force pursuant thereto and orders made pursuant to this chapter, by injunction or other appropriate remedy, and the Department of Health shall have the power to institute and maintain in the name of the City of Norwalk any and all such enforcement proceedings.

C.

Nothing in this chapter shall be construed to abridge, limit or otherwise impair the right of any person to damages or other relief on account of injuries to persons or property, and to maintain any action or other appropriate proceeding therefor.

§ 68-11. Variances; promulgation of regulations; contracts.

A.

Variances.

(1)

Any person living or doing business in Norwalk may apply to the Director of Health for a variance from one or more of the provisions of the chapter, which are more stringent than the Connecticut Department of Environmental Protection regulations for the control of noise, provided that the applicant supplies all of the following information to the Director of Health:

(a)

Location and nature of activity.

(b)

The time period and hours of operation of said activity.

(c)

The nature and intensity of the noise that will be generated.

(d)

Any other information required by the Director of Health.

(2)

No variance from these regulations shall be issued unless it has been demonstrated that:

(a)

The proposed activity will not violate any provisions of the Connecticut Department of Environmental Protection regulations.

(b)

The noise levels generated by the proposed activity will not constitute a danger to the public health.

(c)

Compliance with the regulations constitutes an unreasonable hardship on the applicant.

(3)

Following receipt and review of an application for a variance, the Director of Health shall fix a date, time and location for a hearing on such application.

(4)

The Director of Health shall cause the applicant to publish at his/her own expense all notices of hearings and other notices required by law, including, but not limited to, notification of all abutters of record and property owners within 200 feet.

(5)

Within 65 days of the receipt of the record of the hearings on a variance application, the Director of Health shall issue his/her determination regarding such application. All such decisions shall briefly set forth the reasons for the decision.

(6)

The Director of Health may, at his/her discretion, limit the duration of any variance granted under this chapter. Any person holding a variance and needing an extension of time may apply for a new variance under the provisions of this chapter. Any such application shall include a certification of compliance with any condition imposed under the proposed variance.

(7)

The Director of Health may attach to any variance any reasonable conditions he/she deems necessary and desirable, including, but not limited to:

(a)

Requirements for the best practical noise control measures to be taken by the owner or operator of the source to minimize noise during the period of the variance.

(b)

Requirements for periodic reports submitted by the applicant relating to noise, to compliance with any other conditions under which the variance was granted or to any other information the Director of Health deems necessary.

(8)

The filing of an application for a variance shall operate as a stay of prosecution, except that such stay may be terminated by the Director of Health upon application of any party if the Director of Health finds that protection of the public health so requires.

(9)

In any case where a person seeking a variance contends that compliance with any provision of these regulations is not practical or possible because of the cost involved either in installing noise control equipment or changing or curtailing the operation in any manner, he/she shall make available to the Director of Health such financial records as the Director of Health may require.

(10)

A variance may include a compliance schedule and requirements for periodic reporting of increments of achievement of compliance.

(11)

Failure to rule on the application in the designated time shall constitute approval of the variance.

B.

Any person aggrieved by the decision of the Director of Health with respect to any variance may appeal to the Common Council within a period of 10 days of the reception of the Health Director's decision.

C.

The Director of Health is herewith authorized to recommend regulations from time to time not inconsistent with the State Public Health Code and/or the regulations of the State Department of Environmental Protection regarding noise which shall, upon approval by the Common Council and State of Connecticut Department of Environmental Protection, become effective therewith.

D.

Contracts. Any written agreement, purchase order or contract whereby the City of Norwalk is committed to an expenditure of funds in return for work, labor, services, supplies, equipment, materials, or any combination thereof, shall not be entered into unless such agreement, purchase order or instrument contains provisions that any equipment or activities which are subject to the provisions of this chapter will be operated, constructed, conducted or manufactured without violating the provisions of the chapter.

§ 68-12. Severability.

If any clause, sentence, paragraph or part of this chapter, or the application thereof to any person, firm, corporation or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons, firms, corporation or circumstances, but shall be confined in its operation to the clause, paragraph or part thereof directly involved in the controversy in which said judgment shall have been rendered and to the person, firm, corporation or circumstances involved. It is hereby declared to be the legislative intent of this body that this chapter would have been adopted had such invalid provisions not been included.

§ 68-13. Conflict with other regulations.

In the event that provisions or standards of this chapter or adopted under this chapter shall conflict with regulations or standards set by the State of Connecticut Department of Environmental Protection, the more strict standard shall apply.

§ 68-14. Word usage.

In construing this chapter, masculine or neuter pronouns shall be substituted for those of feminine form and vice versa, and the plural of the singular and the singular of the plural, shall be substituted in any case which the context may require.

§ 68-15. When effective.

This chapter shall be effective 10 days from its passage.



VII. D

March 7, 2017

Dear members of the Health, Welfare, and Public Safety Committee,

Please find attached an agreement that mirrors our agreement with the Town of Westport to provide Juvenile Review Board (JRB) services to the **TOWN OF WESTON**. Westport also pays \$15K per year to Norwalk for the same services. Weston is expected to have a similar utilization rate.

In summary of the agreement, the **TOWN OF WESTON** would pay \$15K per year to access up to 15 referred cases from their town, to be processed and case managed by the Norwalk JRB program in coordination with the town of WESTON, namely via their Police Department but potentially in coordination with their school system as well (to be determined internally via Weston Police and Schools).

The Juvenile Review Board works with Court and School diverted youth (delinquency, truants, out of control behaviors) to address the issues that led to their referral in hopes of keeping these youth out of the juvenile court system, and hopefully, the adult court system. This is done via case management, counseling, and a variety of other interventions to help the youth, family, and JRB program achieve mutually satisfying goals.

It is hopeful if the City of Norwalk approves the attached contract this joining of Weston to the Norwalk and Westport JRB could begin July 1st (2017).

Language to read:

Authorize the mayor, Harry W. Rilling, to execute the contract between the City of Norwalk and the Town of Weston for the sum of \$15,000.00 per annum, to be paid by Weston to Norwalk for utilization of the Norwalk Juvenile Review Board Program (JRB) effective July 1, 2017.

I will be in attendance at your next committee meeting to answer questions and urge my support of this agreement.

David Walenczyk, LMFT
Director
Norwalk Youth Services
203-854-7782
dwalenczyk@norwalkct.org

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
TOWN OF WESTON
FOR JUVENILE REVIEW BOARD SERVICES**

THIS AGREEMENT entered into on the ____ day of _____, 2017, by and between the **CITY OF NORWALK**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called "NORWALK," and the **TOWN OF WESTON**, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Nina Daniel, its First Selectman, duly Authorized, hereinafter referred to as "WESTON."

W I T N E S S E T H

WHEREAS, Norwalk, operates the Norwalk Juvenile Review Board, which provides a Positive alternative to the juvenile criminal justice system for children and their families, and

WHEREAS, the parties have agreed to terms and conditions pursuant to which NORWALK will make available to WESTON and the WESTON POLICE DEPARTMENT, its Juvenile Review Board's program and related services for the benefit of Weston youth and their families.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The term of this Agreement shall commence July 1, 2017 and continue until June 30, 2018, unless earlier terminated by either party, as set forth herein, or extended by mutual agreement. If extended, any change in terms shall be set forth in writing. Either party can also terminate this Agreement at any time for any and no reason, by giving fifteen (15) days prior written notice to the other. Such notice shall specify the effective date of termination and be delivered to the addresses listed herein.

2. (A) NORWALK agrees to provide the services of its Juvenile Review Board (hereinafter, "the Board") to perform client intake, assessment, case management, and other direct services generally offered by the Board under its programs. Such services will be provided for individuals and families, who are residents of WESTON and identified and referred by the WESTON Police Department from its Family with Service Needs (FWSN) and delinquency cases. NORWALK will dedicate of total of four (4) hours of staff time per week to provide such services for up to fifteen (15) cases per year. The respective responsibilities of the parties with regard to the individuals and families referred to NORWALK are outlined in the attached **Exhibit A**. WESTON agrees to assist and cooperate with NORWALK for the benefit of the clients referred and the program and services offered.

(B) NORWALK will also make available to WESTON its "intervention" services, offered by its Youth Services Department, in accordance with the terms of this Agreement. Such services shall include counseling, youth development, and aggression replacement training programs (also known as "anger management"). A determination of appropriateness of such services and the scope of the services offered in each case will be made on an individual basis by the Norwalk Director of Youth Services.

3. The above services will be made available to WESTON based on a schedule approved by The NORWALK Juvenile Review Board and the Director of Norwalk Youth Services.
4. The fees for the above services rendered by NORWALK hereunder shall be a total of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** for the full twelve (12) month term. The fees may be paid in total or in two installments with half due at the commencement of this agreement and the other half due in January (2018). All fees are non-refundable.

5. All documents and reports, including the intake form, case notes and other related information, generated in connection with NORWALK's services shall be retained in NORWALK and subject to applicable rules of confidentiality.
6. NORWALK shall provide quarterly reports to WESTON, setting out the services rendered pursuant to this Agreement. Such report shall include information on the number of cases opened, the types of services rendered, and hours spent related to services rendered on behalf of WESTON, including the days and times of performance.
7. WESTON agrees to work cooperatively with and to support and assist the role of the Juvenile Review Board hereunder. This includes compliance with any reasonable requests for information or documentation related to clients referred and services performed hereunder. Additionally, WESTON shall be responsible for providing to NORWALK's Director of Youth Services any information or documentation reasonably requested in connection with the services to be performed hereunder.
8. NORWALK will accept requests for services from WESTON through its Police Department or its designee and will schedule intake and other services according to applicable NORWALK protocols.
9. The parties mutually agree to indemnify, defend and hold harmless each other and their Respective officials, agents, volunteers, representatives and employees, from and against any and all claims, including third party claims, damages, losses, litigation and expenses (including reasonable attorney's fees), arising out of or in connection with this Agreement or the services or programs offered hereunder.

10. The parties understand and acknowledge that with respect to the services to be Performed hereunder by NORWALK, its Juvenile Review Board and Department of Youth Services, shall be considered an independent contractor and not an agent or employee of WESTON.
11. All notices of any nature referred to in this Agreement shall be in writing and sent by Registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

TO NORWALK: David Walenczyk
Director of Youth Services
City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

TO WESTON: Nina Daniel, First Selectman
Town Hall
56 Norfield Road
Weston, CT 06883

The parties hereby represent to each other as follows:

That they each have complied with all legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

That this Agreement is duly executed and delivered by an authorized municipal officer in accordance with such officer's powers and authority and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the Agreement has been executed in four (4) counterparts and
and seals affixed this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK, CONNECTICUT

Witness

By: _____

Witness

Harry W. Rilling
Its Mayor
Duly Authorized

Date Signed: _____

Signed, Sealed and Delivered
in the Presence of:

TOWN OF WESTON, CONNECTICUT

Witness

By: _____

Witness

Nina Daniel
Its First Selectman
Duly Authorized

Date Signed: _____

SCHOOL READINESS GRANT PROGRAM

Fiscal Year 2017

(July 1, 2017 – June 30, 2018)

LOCAL REQUEST FOR PROPOSAL

Legislative Authority

Connecticut General Statutes (CGS)

Sections 10-16o through 10-16u

Purpose of Grant as outlined in Connecticut General Statutes Section 10-16o is to:

- 1) provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- 2) provide opportunities for parents to choose among affordable and accredited programs;
- 3) encourage coordination and cooperation among programs and prevent the duplication of services;
- 4) recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- 5) prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- 6) enhance federally funded school readiness programs;
- 7) strengthen the family through: (A) encouragement of parental involvement in a child's development and education; and (B) enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- 8) reduce educational costs by decreasing the need for special education services for school age children and to avoid grade repetition;
- 9) assure that children with disabilities are integrated into programs available to children who are not disabled; and
- 10) improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

Responses to the RFP are also used to monitor compliance with the School Readiness quality components.

Local School Readiness RFP Basic Requirements Checklist

These items are listed in the order in which they appear in the RFP

- ☐ Application submitted by deadline
- ☐ Required Signatures received by deadline

The following program information has been submitted:

- ☐ Completed cover page with contact information
- ☐ Licensing Information (license and most recent licensing inspection report) or
- ☐ License Status Verification Form (*license exempt programs only*)
- ☐ Professional Registry, Staff Qualification Detail Report
- ☐ Professional Registry, NAEYC Candidacy Staff Report
- ☐ Proposed activities A-G are all addressed
- ☐ Program description A-D are all addressed
 - ☐ Program calendar
 - ☐ Class size and teacher/child ratio (if not included in program description)
 - ☐ Curriculum and assessment (if not included in program description)
- ☐ Family handbook (do NOT submit other program documents unless specifically requested)
 - ☐ List of literacy activities
 - ☐ Kindergarten orientation activities done at the program or in collaboration with the schools
- ☐ Statement of Assurances signature page
- ☐ Completed School Readiness local program data workbook
- ☐ Completed School Readiness local program budget workbook
- ☐ Interagency Collaboration Agreements

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DIRECTIONS

This application is for all programs wishing to be considered for funding from the School Readiness Council for state funded School Readiness spaces. All programs interested in being considered for School Readiness spaces must complete this application for review by the local School Readiness Council. All completed applications will be scored. Recommendations for allocation of School Readiness spaces will be made based on the availability of spaces **AND** application scores.

Please note that in order for applications to be considered for funding:

1. All sections must be completed and all materials/forms submitted to _____.
2. Program must be in compliance with all policies and requirements for School Readiness. School Readiness General Policies (GPs) are available at <http://www.ct.gov/oec/generalpolicies>.
3. Programs must meet all health and safety requirements mandated by the OEC (licensed and license exempt).

SCHOOL READINESS POLICIES AND REQUIREMENTS

LICENSING/ACCREDITATION/APPROVALS

Grantees must ensure that all sites are licensed by the OEC or meet legal requirements to be considered license exempt. Applicants must include a copy of the current license and the most recent full licensing inspection report from the OEC for each site requesting School Readiness funds. If the site meets the definition of license exempt, the Licensing Status Verification Form must be completed and submitted with the application. Programs (both licensed and license exempt) must meet all health and safety requirements mandated by the OEC.

PLEASE NOTE: Applicants claiming license exemption must meet these basic licensing requirements:

- **Class size:** No more than 20 children per classroom space at any one time (18 recommended);
- **Class space:** 35 square feet per child;
- **Outdoor space:** 75 square feet per child;
- **Outdoor play equipment:** Shock-absorbing materials under outdoor play equipment five feet or less must meet ECERS standards of six inches of resilient surfaces (wood chips, shredded bark, etc.);
- **Supervision:** All children MUST be supervised visually at ALL times. One adult for every 10 children (or less) is the required staff-to-child ratio; and
- **Other health and safety requirements:** additional requirements may be mandated by the Office of Early Childhood.

License exempt only: ☐ By checking this box the program attests to meeting the above safety requirements.

All program sites must be accredited/approved or in process of becoming accredited/approved. All programs must submit evidence of National Association for the Education of Young Children (NAEYC) Accreditation or for new programs only, willingness to become accredited by NAEYC within three years of accepting funding or evidence of Head Start approval. The following documentation is required:

- Accredited by the National Association for the Education of Young Children (NAEYC);
 - For currently accredited sites, submit a copy of your NAEYC certificate and maintain your accreditation status; and
 - For new sites not currently accredited, a statement signed by the director acknowledging that the program will become NAEYC accredited within three years; **or**
- Head Start approval as documented by the programs most recent Head Start grant award letter.

Programs approved by Head Start must electronically submit a copy of their most recent Financial Assistance Award Letter from the United States Department of Health and Human Service, Administration of Children and Families. In addition, submit a copy of the Head Start approved Quality Improvement Plan demonstrating progress toward correcting any areas of deficiencies and/or non-compliances.

Applicants must meet the program requirements and quality standards for participation in School Readiness program as described in CGS Section 10-16q (a). (see GP A-02 and GP B-05).

LICENSING STATUS VERIFICATION FORM

Must be submitted annually by license exempt programs

Connecticut General Statutes, Section 19a-77(b) provides that a program administered by a public school system is not required to be licensed to operate. In addition, the licensing requirement does not apply to programs administered by private schools that are approved by the State Board of Education and have filed a yearly attendance form with the Connecticut State Department of Education (CSDE). "Administered by" means that a public school system or a CSDE approved private school retains responsibility for the management and oversight of the program and for the program staff and the children served.

If a School Readiness grantee submits to the OEC sub-grantee applications with sites that are not required to be licensed by the OEC to provide child day care, the grantee must complete this form for each license exempt site. One of the following persons must complete and sign this form, as appropriate: the superintendent of schools, charter school director, administrator of a CSDE approved private school or executive director of a Regional Education Service Center (RESC).

Please check the appropriate boxes below with an "X", provide your signature, and indicate whether your board of education, charter school, CSDE approved private school or RESC administers the program.

_____ located at _____
(Name of Program) (Program Address)

_____ Yes, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC administers the above named program and therefore retains responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

This arrangement is effective from: _____ to _____.
Start date End date

_____ No, the ☐ board of education, ☐ charter school, ☐ CSDE approved private school, or ☐ RESC does not administer the above named program and does not retain responsibility for the management and oversight of such program, for the staff employed at the program and the children attending the program.

_____ ☐ Superintendent of Schools
Signature Printed Name ☐ Charter School Director
☐ CSDE Approved Private School Administrator
☐ RESC Executive Director

for the _____ ☐ Board of Education
Name of Grantee ☐ Charter School
☐ CSDE Approved Private School
☐ RESC

_____ (____) _____
City or Town Phone Number email address

TEACHER EDUCATION REQUIREMENT

Programs applying for School Readiness spaces must meet teacher education requirements specified in School Readiness General Policy A-01 for the entire program, NOT just funded classrooms, as follows:

July 1, 2017 – June 30, 2020	July 1, 2020 and after
50% or more of the designated QSMs must have one of the following: A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, OR A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, OR A Bachelor degree in any other field AND 12 credits or more in early childhood or child development from any college not listed on the approved list; AND successful completion of the Early Childhood Teacher Credential (ECTC) Individual Review Route; OR On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; OR On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement until June 30, 2025. The remaining percent of designated QSMs must have either an Associate degree in early childhood or an Associate degree in any field and 12 early childhood credits.	100% of the designated QSMs must have one of the following: A current Connecticut State Department of Education (CSDE) appropriate Early Childhood Certification Endorsement, OR A Bachelor degree specific to an early childhood concentration from the OEC Approved College Listing, OR A Bachelor degree in any other field AND 12 credits or more in early childhood or child development from any college not listed on the approved list; AND successful completion of the ECTC Individual Review Route; OR On June 30, 2015 was identified in the Registry at ladder level 11 or higher and employed at a state-funded program; therefore, was grandfathered to meet the Bachelor degree level staff education qualifications; OR On June 30, 2015 was identified in the Registry at ladder level 9 or 10 and as having been employed at the same state-funded program since 1995 or before; therefore, was grandfathered as meeting the Bachelor degree requirement until June 30, 2025.

STAFFING

All staff working with children in School Readiness sites and managing a School Readiness site must be registered in the Early Childhood Professional Development Registry (see GP A-01). The OEC and School Readiness Liaisons use the Professional Development Registry to verify and monitor staff qualifications.

In this application, all programs must submit the following Registry reports:

1. Staff Qualifications Detail Report
2. NAEYC Candidacy Staff Report

SPACE TYPES

Program sites must offer space types that meet one of the following requirements as outlined in GP B-04 including minimum attendance requirements.

- **Full-Day/Full-Year** – site must provide preschool services five days per week, 10 hours per day, for a minimum of 50 weeks per year and adhere to the policy for an alternative plan of care outlined in GP B-04.
- **School-Day/School-Year** – site must provide preschool services for five days per week, a minimum of six hours per day for a minimum of 180 consecutive days.
- **Part-Day/Part-Year** – site must provide preschool services for children not enrolled in any other program for a minimum of two and one-half hours per day, five days per week for 180 consecutive days.
- **Extended Day (Priority School Readiness Only)** – site must provide services that extend the hours per day, days per week and weeks per year for children in an existing part-time program, not funded by school readiness. This space type is intended to provide children enrolled in a part-time service to receive a Full-Day/Full-Year program (five days per week, 10 hours per day, 50 weeks and adhere to the policy for an alternative plan of care outlined in GP B-04).

THE EVERY STUDENT SUCCEEDS ACT OF 2016 (ESSA)

Public preschool programs, administered by a local or regional board of education must follow the same guidelines as grades K-12. LEA preschool programs must:

- allow immediate enrollment of homeless students who are unable to present health or other required forms;
- provide continuity of care;
- provide transportation to the school of origin to provide continuity of care; and
- the local or regional board of education's McKinney Vento Liaison can provide additional information and/or clarification for these requirements.

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

IF the submission of the application for the Local RFP for School Readiness and Grant Program requires the official approval and/or endorsement of any Board or like body (e.g., town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain Board approval prior to submission of the grant application, then the official Board approval should be sent separately as soon as possible. The application should document the date of expected Board approval.

Freedom of Information Act

All of the information contained in the grant application submitted in response to the Local RFP for the School Readiness Grant Program is subject to the provisions of Chapter 3 of the Connecticut General Statutes (Public Records and Meetings and Freedom of Information Act (FOIA) Sections 1-13 through 1-21K). The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in Connecticut General Statutes Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

State Monitoring and Evaluation

The OEC, or its designee, may conduct site visits both announced and unannounced to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

Management and Control of the Program and Grant Consultation Role of the State

The sub-grantee will have overall management control of the grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee or sub-grantee.

Reporting Requirements

Within 60 days after the close of the fiscal year, each sub-grantee must file a financial statement of expenditures with the community on such forms as the community and/or the OEC may require.

The applicant must complete and submit the monthly data reports to the community at the end of each month.

The applicant must complete and submit any reports or provide data as required by the OEC.

Review of Applications and Grant Awards

The community reserves the right to make a grant award decision under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under this grant or is out of compliance with policies governing this grant. In turn, the community reserves the right not to fund an applicant or a sub-grantee if it is determined that the sub-grantee cannot manage the fiscal responsibilities required under this grant program or is out of compliance with policies governing this grant.

Waiting Lists

The program agrees to share waiting lists of children and families with the OEC and/or the School Readiness Council upon request.

Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by _____ on _____.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to _____.
2. The RFP and original signatures **must be received by _____ on _____, IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

IMPORTANT NOTE: Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

Additional criteria may be added to this request for proposals at the discretion of the School Readiness Council. Any additional criteria should be documented in the community request for proposal submitted to the OEC.

GLOSSARY/DEFINITIONS

Child Standards – The CT Early Learning and Development Standards (CT ELDS) set forth what young children birth to age five should know and be able to do. They should be used for programs to implement necessary adjustments to the curriculum and experiences that support children in the development of skills and knowledge. All state funded programs are required to use the CT ELDS.

Child Assessment - The CT Preschool Assessment Framework (PAF) is currently available as an assessment tool to inform curriculum and design instruction. A new tool aligned to the CT ELDS will be available soon.

General Policies– General Policies (GPs) provide guidance to School Readiness Councils, School Readiness Liaisons and providers about school readiness policies and procedures. Programs are required to adhere to all applicable School Readiness general policies.

Inclusion/Integration – It is expected that all children with and without disabilities shall have the same access to School Readiness programs as other children. Programs must adhere to the requirements of the **Americans with Disabilities Act (ADA)** and the **Individuals with Disabilities Education Act (IDEA)** that require that no child be excluded based on disability.

Parent Fees & Sliding Fee Scale – The amount of money parents are required to pay for participation in the School Readiness program is based on the sliding fee scale or is stated on their childcare certificate. Fees must be used to support the activities of the School Readiness program that the child is attending. The School Readiness Council may choose to exempt only Part-Day/Part-Year Programs from this requirement. For additional information, see GP B-01 and GP B-02. A scale of fees based on income and family size. For all children, except those with a childcare certificate, the programs must use the Sliding Fee Scale to determine the fees charged to parents for School Readiness programs, in accordance to policy guidelines provided by their local School Readiness Council.

Program Standards – Programs who either have or are seeking NAEYC accreditation must meet the NAEYC standards. Head Start programs must meet the Head Start Program Performance Standards. For additional information, see GP A-02 and GP B-05.

Quality Components – The 11 components required of School Readiness programs required by the legislation: collaboration, parent involvement, health, nutrition, pre-literacy practices, family literacy, admission policies, transition to kindergarten, professional development, a sliding fee scale and an annual program evaluation.

Teacher – Each classroom that provides services under the School Readiness Grant must be staffed for all operating hours for Part-Day and School-Day spaces and for six hours per day for Full-Day spaces, by a teacher who at minimum has an Associate's Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; or a teacher who has a Connecticut teaching certificate with an early childhood endorsement. At least 50% of teachers must also meet QSM requirements. For additional information see GP A-01 and GP A-03.

Professional Learning for Teaching Staff - Twelve hours of professional learning are required annually for teaching staff. Teachers must participate in a minimum of two professional development trainings each year focused on early childhood development, or topics directly related to the field of early childhood education and one training in inclusive practices for children with disabilities and learning differences. New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within a year of hire.

GRANT COVER PAGE

DUE DATE

(Determined by local School Readiness Council)

SUBMISSION INFORMATION

Agency/Program Name:			
Street Address:			
City, State, Zip			
Primary Contact Person:		Email:	
Telephone:		Fax:	

Please check one: New Agency/Program _____ Existing Agency/Program _____

PROGRAM FISCAL AGENT (To be completed if the Fiscal Agent is other than the applicant agency)

Agency/Program Name:			
Street Address:			
City, State, Zip			
Primary Contact Person:		Email:	
Telephone:		Fax:	

PROPOSED ACTIVITIES FY 2018

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Indicate how the program will seek out and identify families who meet the income criteria of being at or below 75% of the state's median income (*this is expected to represent at least 60% of families served*).
- B. Describe any plans to locate two or more programs or services in the same setting and/or collaborative agreements with other community providers and agencies. Collaborative programming with other agencies, programs or services should be reflected in an interagency agreement. See attachments for interagency agreement forms.
- C. Describe any plans for building or securing a new facility, renovating an existing structure. Include any planned efforts to expand existing facilities to serve more children.

- D. Indicate any current fiscal commitments (loans, e.g. CHEFA) or financial applications (e.g., grants) that are or will be used to benefit the School Readiness programs.
- E. Describe any collaborative efforts or joint activities with other early childhood programs in your community. For currently funded School Readiness programs include any joint activities funded by family fees or other School Readiness funds. Please note if program participation is mandatory or voluntary and how children will benefit because of the program's participation.
- F. Describe how the program includes children with disabilities and their families as well as those with learning differences and special health care needs.
- G. Describe additional activities or efforts that you would like considered as part of your application for School Readiness funding.

PROGRAM DESCRIPTION

Provide a response to each of the following:

If a question does not apply to your program note "N/A" in the space provided. You may answer directly on the application or attach your response. If using attachments, make sure they are clearly labeled and "see attached" is noted on the application.

- A. Attach a copy of a program calendar for July 1, 2016, to June 30, 2017, and clearly identify all closings and the program's Alternative Care Plan. Programs must adhere to the required number of days open by program type as outlined in GP B-04. Full-day/full-year programs must be available to families for 50 weeks. Consult GP B-04 and School Readiness Council policy for information about the required Alternative Care Plan Policy.

- B. Class size may not exceed 20 children; the OEC recommends a class size of 18 children. A class is a well-defined space with clear physical barriers that is used by the same set of children with assigned teacher and staff. Below, please describe the program's class size and teacher to child ratio for each class. Label classrooms as they are listed in the Professional Registry.

- C. Describe the curriculum and assessment tools used in your program. Does the program utilize a published curriculum and assessment? If so, identify the curriculum and assessment and describe the training received by staff to implement it. Describe the relationship between your curriculum and assessment practices and the CT ELDS.

- D. Describe the daily schedule in the program.

PROGRAM DOCUMENTS

Please indicate below which of your program's current documents contain information that shows evidence your program meets the School Readiness Program Quality Components. **Submit a copy of the Family Handbook with your completed application.** Indicate the page numbers of the Family Handbook that address the information marked by an asterisk (*) in the checklist below. Items not marked with an asterisk (*) may be identified in other documents. **DO NOT SUBMIT OTHER DOCUMENTS;** just check the appropriate box indicating you have documents on site that meet the non-asterisk quality components. If there are parts of a section that are not checked off as being met through any existing program document, provide a written statement addressing how the program plans to meet this requirement.

General Information

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	
			*GI 1. Services provided (including age range of children).
			*GI 2. Hours of operation (hours per day, days per week, months per year).
			*GI 3. Enrollment policy * (include the policy for children not yet toilet trained).
			*GI 4. Program mission/purpose statement and education philosophy/framework statement.
			*GI 5. Open access to parents/guardians.
			*GI 6. Parent conferences.
			*GI 7. Commitment to include children with special needs.
			*GI 8. Discipline policy.
			GI 9. Where/how special education services are provided (i.e. on-site, by whom, off-site, by whom)?

Program Components

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	A. Plan for collaboration with other community programs and services
			A 1. Process to identify and refer families to programs and services.
			A 2. Coordination of resources to eliminate duplication.
			A 3. Unique resources specific to your community.
			A 4. Public school efforts to provide information, training and technical assistance to the SR staff to supporting children and families.
			A 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	B. Parent involvement, parenting education and outreach
			*B 1. Parent advisory council (including decision-making policy).
			*B 2. Home/school partnership initiatives designed to develop reciprocal communication and engagement.
			*B 3. Opportunities for parenting education and other support activities.
			B 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	C. Referrals for Health Services, Including Referrals for Appropriate Immunizations and Screenings.
			C 1. Use of the ED 191 form for health records.
			C 2. Child health files include health screens pursuant to <i>Early and Periodic Screening, Diagnosis and Treatment (EPSDT)</i> .
			C 3. Tracking system for health record expiration and accuracy.
			*C 4. Providing vision, hearing, and dental screenings either on-site or in collaboration with another agency.
			*C 5. Processes to assist families to secure medical insurance, a medical home, on-going well-child care, immunizations, and health, dental and nutritional screenings.
			C 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	D. Nutrition Services
			D 1. Identification and documentation of children's nutritional needs.
			*D 2. Participation in the <i>Child and Adult Care Food Program (CACFP)</i> and the <i>National School Lunch Program (NSLP)</i> .
			*D 3. If your program does not participate in CACFP or NSLP, how does it ensure that the meals and snacks served meet the CACFP requirements?
			D 4. Nutrition services, including nutrition education, provided by the program.
			D 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	E. Family Literacy
			E 1. Process for the identification of families' literacy education/training needs and assistance with access to literacy program.
			*E 2. Assistance to families in accessing adult education programs, job training, and public library services.
			*E 3. Opportunities to support families in interactive literacy activities. (Attach a list of sample activities)
			E 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	F. Admission Policies
			*F 1. Promote the enrollment of children from diverse racial, ethnic and economic backgrounds.
			*F 2. Include non-discrimination statement and confidentiality statement.
			*F 3. Access to all 3-and 4-year old children.
			F 4. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	G. Transition Plan
			*G 1. Collaboration between the School Readiness staff and kindergarten staff.
			*G 2. Orientation activities for children and families that prepare them for transition to kindergarten. (Attach a list of activities)
			*G 3. Supports provided to families in transitioning their child to kindergarten.
			*G 4. Records transferred to kindergarten.
			G 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	H. Professional Development Plan and Experiences <i>Professional development is considered to be an experience of sufficient duration (at least 2 hours) provided by a person with expertise, knowledge, and training in the subject matter.</i>
			H 1. All staff members have a written professional development plan outlining professional goals that increase their knowledge and expertise in early childhood practice.
			H 2. Each staff member participates in early-literacy skill development training, and cultural and linguistic diversity training for early childhood classrooms within their first year of employment.
			H 3. Each staff member engages in professional development experiences each year that increases their awareness, knowledge, and practice of recognition and response to children's needs. (i.e., planning, observing, adaptive strategies, use of screening and assessment, special education strategies).
			H 4. Each year all staff members choose at least two early childhood-related professional development experiences that will advance their practice.
			*H 5. Statements regarding the impact of professional development on program quality.
			H 6. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	I. Sliding Fee Scale
			*I 1. Use of the current OEC School Readiness sliding fee scale.
			*I 2. Assisting families with access to the Child Care Assistance Program (Care-4-Kids). <u>Care-4-Kids application is voluntary for School Readiness enrollment.</u>
			*I 3. Procedures for fee determination and re-determination.
			*I 4. Fee calculation is reviewed with parent, includes parent signature and parent receives a copy of the fee calculation form.
			I 5. Other:

* Family Handbook Pg. #	NAEYC or Head Start document	Other Source	J. Evaluation of the Effectiveness of Program
			*J 1. The CT ELDS and appropriate assessments are used for planning learning experiences, observing and documenting child progress, and implementing teaching strategies. All curriculum used must align with the CT ELDS.
			*J 2. Staff, parents, and others collect information on quality from many sources, and engage in a reflective process to assess the effectiveness of the program as measured by accreditation/approval entities, OEC evaluation measures, and program measures.
			J 3. How does the program document the efforts described in J 1 and J 2, monitor progress, and report to families and the School Readiness Council?
			J 4. Other:

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM

THE APPLICANT:

HEREBY ASSURES THAT:

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

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

- 1) “Commission” means the Commission on Human Rights and Opportunities;
- 2) “Contract” and “contract” include any extension or modification of the Contract or contract;
- 3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- 4) “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;
- 5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) “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;
- 7) “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) “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;
- 9) “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 Connecticut General Statutes §32-9n; and
- 10) “public works contract” means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community 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 community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for 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, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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 Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; 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 Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; 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, 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 Connecticut General Statutes §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 the Section and Connecticut General Statutes § 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 Connecticut General Statutes §46a-56; 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, 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.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

Name: (please type)

Title: (please type)

Date:

To be signed below **ONLY** if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: _____ **Date:** _____

Name & Title (please print): _____

PROGRAM DATA

Each applicant is required to complete a **School Readiness Local Program Data Workbook** (see attachments) which contains three tabs: (1) Program Information; (2) Accreditation/Approval Status; and (3) Space Proposal.

Complete the forms in the workbook as they pertain to your site and attach with your RFP submission. Please also e-mail your entire workbook to your School Readiness Liaison. Detailed directions on how to complete the workbook are located within the electronic file.

BUDGET

Each applicant is required to complete a **School Readiness Local Program Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for the proposed space capacity represented in this RFP for the **FY 2018**. (*Budget total must equal the requested School Readiness funds.*)

**There are no indirect costs or carry-over funds allowed.
All funds, including family fees, must be spent by June 30, 2018.
A new ED114 budget form is required annually.**

BUDGET OBJECT CODES

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. For a specific grant, it may be necessary to modify what can be included in a given object based on the grant legislation. Please review the instructions for specific grant budget development carefully.

Master Budget Form Object Code Descriptions/Includable Items

- 111A Non-Instructional
Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.
- 111B Instructional
Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.
- 200 Personal Services - Employee Benefits
Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.
- 320 Professional Educational Services
Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.
- 321 Tutors (Instructional Non-Payroll Services)
Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.
- 322 In-service (Instructional Program Improvement Services)
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.

- 323 Pupil Services (Non-Payroll Services)
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.
- 324 Field Trips
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325 Parental Activities
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330 Employee Training and Development Services
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 Other Professional Services
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 Audit
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 400 Purchased Property Services
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 Other Purchased Services
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600 Supplies
Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.
- 700 Property
Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

INTERAGENCY COLLABORATION AGREEMENTS

Programs should have collaborative agreements with outside community agencies in order to provide support and services to families as required by the collaboration quality components. These agreements should include, but are not limited to, agencies such as health, mental health, WIC, libraries, adult education and job training programs. These agreements may be developed as a community effort that is signed by the individual programs or individual agreements signed by each program.

PLEASE NOTE:

- Agreements may be for one or two years.
- If collaboration agreements are completed on a community basis, all signatures for programs involved in the collaboration must be on a single agreement form.
- Agreements must clearly specify:
 - the individual responsibilities and duties of each agency as it relates to the school readiness families;
 - include the number of people to be served; and
 - a description of the services to be provided.
- Do not include agreements with consultants required by licensing.

****SAMPLE****

**INTERAGENCY COLLABORATION
LETTER OF AGREEMENT**

_____ would like to enter into a collaborative agreement with _____
(Proposing Agency Name) (Collaborating Agency Name)

for the following services for FY 2018.

Responsibilities of Proposing Agency:

(Describe the specific activity to be provided by proposing agency for this application)

Responsibilities of Collaborating Agency:

(Describe the specific activity to be provided by the collaborating agency for this application, the number of people to be served, and the location of the activity)

PROPOSING AGENCY

Name: _____
Title: _____
Address: _____

(Signature)
Date: _____

COLLABORATING AGENCY

Name: _____
Title: _____
Address: _____

(Signature)
Date: _____

ATTACHMENTS

- School Readiness Local Program Data Workbook
- School Readiness Local Program Budget Workbook
- Local School Readiness Application Scoring Packet

QUALITY ENHANCEMENT GRANT PROGRAM

FY 2018

LOCAL REQUEST FOR PROPOSAL

The purpose of the Quality Enhancement Grant Program is to provide funding for School Readiness programs that focus on education and early care that addresses the School Readiness quality components and/or expands comprehensive services for children and families.

Legislative Authority
C.G.S. Section 17b-749c

DUE DATE

SUBMISSION INFORMATION

Name: _____
Agency (if applicable): _____
Street Address: _____
City, State, Zip _____
Primary Contact: _____
Telephone: _____ **Fax:** _____ **E-mail:** _____

FISCAL AGENT (if applicable)

Name: _____
Agency (if applicable): _____
Street Address: _____
City, State, Zip _____
Primary Contact: _____
Telephone: _____ **Fax:** _____ **E-mail:** _____

SCHOOL READINESS LOCAL QUALITY ENHANCEMENT RFP TABLE OF CONTENTS

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OVERVIEW

Purpose:

The Office of Early Childhood (OEC) shall establish a program, within available appropriations, to provide on a competitive basis supplemental quality enhancement grants to providers of child day care services or providers of school readiness programs pursuant to Connecticut General Statute (C.G.S.) Section 10-16p and Section 10-16u to enhance the quality of early childhood education programs. Child day care providers and school readiness programs in priority school districts and competitive school readiness municipalities may apply for a quality enhancement grant. These applicants must use their local School Readiness Council to review and recommend projects for funding.

The purpose of the QEGP is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. C.G.S. Section 17b-749c identifies the following as appropriate use of grant funds:

1. Help providers who are not accredited by the National Association for the Education of Young Children to obtain such accreditation;
2. Help directors and administrators to obtain training;
3. Provide comprehensive services, such as enhanced access to health care, a health consultant, a mental health consultant, nutrition, family support services, parent education, literacy and parental involvement, and community and home outreach programs; and provide information concerning access when needed to a speech and language therapist;
4. Purchase educational equipment;
5. Provide scholarships for training to obtain a credential in early childhood education or child development;
6. Provide training for persons who are mentor teachers, as defined in federal regulations for the Head Start program, and provide a family service coordinator or a family service worker as such positions are defined in such federal regulations;
7. Repair fire, health and safety problems in existing facilities and conduct minor remodeling to comply with the Americans with Disabilities Act; train child care providers on injury and illness prevention; and achieve compliance with national safety standards;
8. Create a supportive network with family day care homes and other providers of care for children;
9. Provide for educational consultation and staff development;
10. Provide for program quality assurance personnel;
11. Provide technical assistance services to enable providers to develop child care facilities pursuant to C.G.S. Sections 17b-749g, 17b-749h and 17b-749i;
12. Establish a single point of entry system; and
13. Provide services that enhance the quality of programs to maximize the health, safety and learning of children from birth to three years of age, inclusive, including, but not limited to, those children served by informal child care arrangements. Such grants may be used for the improvement of staff to child ratios and interaction, initiatives to promote staff retention, pre-literacy development, parent involvement, curriculum content and lesson plans.

APPLICATION REQUIREMENTS

Eligible Applicants

Eligible applicants are individuals, agencies, or contractors that wish to compete for accessing or implementing the activities proposed by the municipality in accordance with the purpose of the QEGP.

Cover Sheet

The format for the cover sheet appears on the initial page of this document. The cover sheet must include the name of the individual, agency, or contractor and fiscal agent information, if relevant. The municipality may amend the cover sheet to capture information needed to process contracts.

Application of Activity Implementation

To compete for an opportunity to implement a proposed activity that the municipality has chosen, complete the *Application for Activity Implementation* and any other forms required by the municipality.

Evaluation

Using the *Evaluation Chart*, describe the methods and procedures that will be used to determine if, and to what extent, the objectives of the proposal will be achieved. A narrative page may be added if the applicant needs to provide greater detail than the chart allows. The OEC may use data collected from your evaluations in a report describing the use of the Quality Enhancement funds and the impact of the activities toward the intended goals of the grant.

Budget Forms and Access to Funds

Using the appropriate form(s), indicate how the activity funds will be expended through June 30, 2018. There are no administrative, indirect costs, or carry-over funds allowed. The recipient of the award will work with the School Readiness liaison and/or the School Readiness fiscal agent regarding appropriate fiscal accountability.

Budget Justification

Provide detailed explanation of each line item expenditure in your proposed budget.

Statement of Assurances

The Statement of Assurances must be signed by the applicant.

APPLICATION PROCESS

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60, 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

Freedom of Information Act

All of the information contained in a proposal submitted in response to this Request for Proposal (RFP) is subject to the Freedom of Information Act (FOIA), Sections 1-200 et seq. The FOIA declares that, except as provided by federal law or state statute, records maintained or kept on file by any public agency (as defined in the statute) are public records and every person has the right to inspect such record and receive a copy of such records.

Management Control of the Program and Grant Consultation

The Grantee must have complete management control of this grant. While the OEC staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds.

State Monitoring

The State may conduct site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act.

Delivery of Applications

Delivery of the Local RFP for the School Readiness Program application is required by _____ on _____.

1. Original, hard-copy signature pages (Statement of Assurances) must be mailed or hand-delivered to _____.
2. The RFP and original signatures **must be received by _____ on _____, IRRESPECTIVE OF POSTMARK DATE.** Faxed or scanned copies of signatures will not be accepted.

IMPORTANT NOTE: Late or incomplete applications MAY not be considered for funding.

Mailing/Delivery address and email is:

Review of Proposals and Grant Awards

The municipality shall review all applications and put forward to the OEC those proposals that show favorable promise in the implementation of the proposed activity.

Other Program Requirements

Within sixty (60) days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the OEC on such forms as the OEC may require.

Reservations and Restrictions

The Municipality reserves the right not to fund an applicant or grantee/sub-grantee if it is determined that the grantee/sub-grantee cannot manage the fiscal responsibilities required under this grant.

STATEMENT OF NEED, GOALS AND INDICATORS OF PROGRESS

For each proposed activity please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

Town:	Contractor:
<u>Activity and Activity Description:</u>	
<u>Expected Cost:</u>	
<u>Possible Resources:</u>	
<u>Population (number of children, staff, and programs served by this activity):</u>	
<u>Statement of Need:</u>	
<u>Goals:</u>	
<u>Indicators of Progress:</u>	
<u>Grant Objectives Addressed:</u>	
<u>Plan for Activity Evaluation:</u>	

BUDGET

Each applicant is required to complete a **School Readiness QE Local Budget Workbook** (see attachments) which contains two tabs: (1) Budget Justification and (2) ED114.

On the **Budget Justification** tab, provide a brief explanation justifying each line item expenditure proposed in the grant budget. Justifications for line item expenses must reflect the programs needs to ensure high-quality programming for children.

The ED114 is a detailed line item budget that reflects the programs requested use of funds for **FY 2018**. (*Budget total must equal the requested Quality Enhancement funds.*)

BUDGET OBJECT CODES

General Description

The OEC is using object code definitions from the United States Department of Education publication "Financial Accounting for Local and State School Systems." (<http://nces.ed.gov/pubs2009/2009325.pdf>) Per federal definition, an object is used to describe the service or commodity obtained as the result of a specific expenditure. Please review the instructions for specific grant budget development carefully before requesting an ED114 form from the Bureau of Grants Management.

Master Budget Form Object Code Descriptions/Includable Items

111A Non-Instructional

Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.

111B Instructional

Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals while they are on the grantee payroll including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Tutors or individuals whose services are acquired through a contract are not included in the category. A general rule of thumb is that a person for whom the grantee is paying employee benefits and who is on the grantee payroll is included; a person who is paid a fee with no grantee obligation for benefits is not.

200 Personal Services - Employee Benefits

Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 100 or 111A and 111B. These amounts are not included in the gross salary, but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, nevertheless are part of the cost of personal services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance.

320 Professional Educational Services

Services supporting the instructional program and its administration. Included are curriculum improvement services, assessment, counseling and guidance services, library and media support, and contracted instructional services.

321 Tutors (Instructional Non-Payroll Services)

Payments for services performed by qualified persons directly engaged in providing learning experiences for students. Include the services of teachers and teachers' aides who are not on the payroll of the grantee.

- 322 In-service (Instructional Program Improvement Services)
Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll.
- 323 Pupil Services (Non-Payroll Services)
Expense for certified or licensed individuals who are not on the grantee payroll and who assist in solving pupils' mental and physical problems. This category includes medical doctors, therapists, audiologists, neurologists, psychologists, psychiatrists, contracted guidance counselors, etc.
- 324 Field Trips
Costs incurred for conducting educational activities off site. Includes admission costs to educational centers, fees for tour guides, etc.
- 325 Parental Activities
Expenditures related to services for parenting including workshop presenters, counseling services, baby-sitting services, and overall seminar/workshop costs.
- 330 Employee Training and Development Services
Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.
- 340 Other Professional Services
Professional services other than educational services that support the operation of the school district. Included, for example, are medical doctors, lawyers, architects, auditors, accountants, therapists, audiologists, dieticians, editors, negotiations specialists, paying agents, systems analysts, and planners.
- 341 Audit
Direct cost for the audit of the grant program by an independent auditor. This category is separated from object code 340 as many grants do not include this cost as an eligible grant expenditure.
- 350 Technical Services
Services to the school district that are not regarded as professional, but that require basic scientific knowledge, manual skills, or both. Included, for example, are data-processing services, purchasing and warehousing services, and graphic arts.
- 400 Purchased Property Services
Services purchased to operate, repair, maintain, and rent property owned or used by the grantee. These services are performed by persons other than grantee employees. While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 500 Other Purchased Services
Amounts paid for services rendered by organizations or personnel not on the payroll of the grantee (separate from Professional and Technical Services or Property Services). While a product may or may not result from the transaction, the primary reason for the purchase is the service provided.
- 600 Supplies

Amounts paid for items that are consumed, worn out, or deteriorated through use, or items that lose their identity through fabrication or incorporation into different or more complex units or substances.

700 Property

Expenditures for acquiring fixed assets, including land or existing buildings, improvements of grounds, initial equipment, additional equipment, and replacement of equipment.

STATEMENT OF ASSURANCES

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools).

Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.

PROJECT TITLE: SCHOOL READINESS GRANT PROGRAM

THE APPLICANT:

HEREBY ASSURES THAT:

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any monies not expended in accordance with the approved program/operation budget as determined by the audit; and
- L. Programs are required to meet all health and safety requirements mandated by the Office of Early Childhood for both license and license exempt programs.

M. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to “contract” shall mean this grant agreement and to “contractor” shall mean the Grantee.

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

- 1) “Commission” means the Commission on Human Rights and Opportunities;
- 2) “Contract” and “contract” include any extension or modification of the Contract or contract;
- 3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
- 4) “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;
- 5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) “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;
- 7) “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) “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;
- 9) “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 Connecticut General Statutes §32-9n; and
- 10) “public works contract” means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a community 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 community, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for 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, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by 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 Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; 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 Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Connecticut General Statutes §46a-56; 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, 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 Connecticut General Statutes §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 the Section and Connecticut General Statutes § 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 Connecticut General Statutes §46a-56; 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, 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.
- N. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- O. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- P. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- Q. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

STATEMENT OF ASSURANCES SIGNATURE PAGE

I, the undersigned authorized official; do hereby certify that these assurances shall be fully implemented.

Signature of Official:

Name: (please type)

Title: (please type)

Date:

To be signed below **ONLY** if the Fiscal Agent is other than the program applying for the funds:

Signature of Fiscal Agent: _____ **Date:** _____

Name & Title (please print): _____