

**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**

****SPECIAL MEETING****

1. Roll Call
2. Presentation of the 2019-20 Operating Budget
3. Adjournment

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

*****SPECIAL MEETING ******

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 22, 2019

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

Mary Ellen Barrelle, Board of Assessment Appeals, Regular
Meggan Douglas, Board of Assessment Appeals, Regular
Elliott C. Morales, Board of Assessment Appeals, Regular
Donald Overton, Board of Assessment Appeals, Regular
Harriet Petrides, Board of Assessment Appeals, Regular
Steve Scatamacchia, Board of Assessment Appeals, Regular
Janet H. Woodward, Board of Assessment Appeals, Regular
Doris M. Ash, Board of Assessment Appeals, Alternate
Cindy Ellerman, Board of Assessment Appeals, Alternate
Judith G. Hyers, Board of Assessment Appeals, Alternate

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

1. Adoption of Common Council Rules

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Approve Authorization to Settle Claim:
Maria Rodriguez – Moran vs. Douglas Bamford and the City of Norwalk

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, and amendments necessary to request and accept grant funds under Connecticut Department of Transportation 2019 Distracted Driving High Visibility Enforcement Grant in the amount of \$49,800.00.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the State of Connecticut for the Preventive Health Block Grant in the amount of \$22,673 for the period October 1, 2018 to September 30, 2019.
- 2b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Preventive Health Block Grant for the period October 1, 2018 to September 30, 2019.
3. Authorize the Purchasing Agent to issue a sole source purchase order to Seraphin, a division of Pemberton Fabricators Inc., for a fully enclosed Seraphin low profile slip on testing trailer in the amount of \$30,541.00. Account # 09 19 2012 5777 C0627.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents between the Federal Emergency Management Agency ("FEMA") and the Norwalk Water Pollution Control Authority ("WPCA") in connection a FEMA Grant Application titled "City of Norwalk Five Mile River Pump Station Upgrade-PDM2018". This grant is for project costs of 75% (\$135,000.00) FEMA Funds and 25% (\$45,000.00) WPCA Funds.
2. Authorize the Mayor, Harry W. Rilling to execute any and all documents between the Federal Emergency Management Agency ("FEMA") and the Norwalk Water Pollution Control Authority ("WPCA") in connection a FEMA Grant Application titled "City of Norwalk Five Mile River Pump Station Upgrade-FMA2018". This grant is for project costs of 75% (\$135,000.00) FEMA Funds and 25% (\$45,000.00) WPCA Funds.
3. Authorize the Mayor, Harry W. Rilling to execute any and all documents between the Federal Emergency Management Agency ("FEMA") and the Norwalk Water Pollution Control Authority ("WPCA") in connection a FEMA Grant Application titled "City of Norwalk Keeler Brook Pump Station Upgrade-PDM2018". This grant is for project costs of 75% (\$2,250,000.00) FEMA Funds and 25% (\$750,000.00) WPCA Funds.
4. Authorize the Mayor, Harry W. Rilling to execute any and all documents between the Federal Emergency Management Agency ("FEMA") and the Norwalk Water Pollution Control Authority ("WPCA") in connection a

FEMA Grant Application titled "City of Norwalk Keeler Brook Pump Station Upgrade-FMA2018". This grant is for project costs of 75% (\$2,250,000.00) FEMA Funds and 25% (\$750,000.00) WPCA Funds.

5. Approve the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue subject to an easement for the existing Norwalk River Valley Multi-Purpose Trail.
6. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the discontinued roadway, including a general release to release any interests that the City may have in the property comprising the abandoned portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue subject to an easement for the existing Norwalk River Valley Multi-Purpose Trail.

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. RESCIND THE COUNCIL APPROVAL OF JANUARY 22, 2019:
Authorize the Mayor, Harry W. Rilling to enter into an agreement MBI Inc. for the use of Norwalk High School Front Lawn and Parking Area for their NHS Winter Guard/Percussion Home Show to be held Saturday, March 23, 2019 from 8:00 AM – 9:00 PM. Estimated attendance 2,500 Staggered.
2. APPROVE AS REVISED:
Authorize the Mayor, Harry W. Rilling to enter into an agreement with Marching Bears, Inc. for the use of Norwalk High School Front Lawn and Parking Area for their NHS Winter Guard/Percussion Home Show to be held Saturday, March 23, 2019 from 8:00 AM – 9:00 PM. Estimated attendance 2,500 Staggered.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the disposition of West Avenue Parking Lot (District 1, Block 8, Lot 15 & 39 - 340 and 350 West Avenue) to Norwalk Hospital Association which may include, but not limited to, related leases and easements. Terms and conditions shall be as outlined in Alan Lo's memo dated December 5, 2018.

2. Authorize the Mayor, Harry W. Rilling, to execute a License Agreement with Blue Teapot LLC to provide café services at the Belden Main Library for one year with an one-year extension option. Terms for the Agreement shall be as outlined in Christine Bradley's memo dated January 18, 2019.
3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Administrative Settlement Agreement between the State of Connecticut and the City of Norwalk for the Maritime Aquarium at Norwalk Functional Replacement Project in order for the State to provide funding directly to the City and the City to have full responsibility in the management of the funds and project related contracts necessary to implement the Project.
4. Authorize the Mayor, Harry W. Rilling, to amend the Finance Agreement with Maritime Aquarium at Norwalk dated August 20, 2018 for the Functional Replacement Project in order for the City to receive the State's Functional Replacement funds directly and to have full project management responsibilities necessary to implement the Project.
5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to Amended and Restated Lease Agreement with the Maritime Aquarium at Norwalk in order to terminate Amendment #1 and to incorporate new terms for the City to receive the State's Functional Replacement funds directly and to have full project management responsibilities necessary to implement the Project.
6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Beyer Blinder Belle Architects and Planners LLP for the Maritime Aquarium at Norwalk Functional Replacement Project to provide schematic redesign services and allowance for design development and construction document phases for a total not to exceed \$225,000.00. Funds available from the State's Maritime Aquarium Functional Replacement Grant.
7. Authorize the Mayor, Harry W. Rilling, to execute a Contract with A.P. Construction /O&G Industries as a Joint Venture for the Maritime Aquarium at Norwalk Functional Replacement Project. Terms of the agreement shall include the following:
 - Preconstruction Services Fee- \$118,760
 - CM Fee – 2.45%
 - CM Contingency – 3.00%Funds available from the State's Maritime Aquarium Functional Replacement Grant.
- 8a. Rescind Common Council Action of August 14, 2018 item VII.D.2. which authorized the following:
"Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Strategic Building Solutions, LLC d/b/a Colliers International to provide commissioning services for the Ponus Ridge School additions and renovations project for a total not to exceed of \$80,350. Account # 09185010 5777 C0608"
- 8b. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Horizon Engineering Associates LLP to provide building mechanical equipment commissioning services for the Ponus Ridge School additions and renovations project for a total not to exceed of \$76,800. Acct. #09185010 5777 C0608
- 8c. Authorize the NFCC to issue Change Orders on Contract for a total not to exceed \$7,680.

9. Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource for the installation of a new gas service to Ponus Ridge School for a total not to exceed \$30,000. Acct. #09185010 5777 C0608
- 10a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with All State Construction Inc. for the installation of new fresh air intake equipment at DPW Garage Administration Offices for a total not to exceed \$31,971.00. Accounts #09197100 5777 C0119.
- 10b. Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$3,200.00.

E. FINANCE COMMITTEE

1. RESOLUTION: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents and instruments necessary for the City of Norwalk to make a special capital appropriation to Oak Hills Park Authority in the amount of \$83,000.00.
2. RESOLUTION: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents and instruments necessary for the City of Norwalk to restructure all City loans to Oak Hills Park Authority's ("OHPA"). Restructure Terms: 0.00% interest rate, retroactive to fiscal year 2017; monthly payments commencing July 1, 2020; monthly loan payments equal to \$2.00 multiplied by the aggregate number of all 9 and 18 rounds of golf purchased per month in the first fiscal year, increasing by \$0.05 every fiscal year thereafter, plus an annual payment of 1% audited gross golf revenue. OHPA shall not be obligated to borrow on its line of credit to take the 1% audited gross golf revenue payment.
3. RESOLUTION: Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents and instruments necessary for the City of Norwalk to amend the terms of its lease with the Oak Hills Park Authority's ("OHPA") for Oak Hills Park. Principle Terms: Extending the lease term for 30 years through 2049; modification of OHPA's default terms whereby a default under the restructured loan with the City of Norwalk is a default under the lease; removal of the lease term prohibiting a restaurant bar; starting in fiscal year 2020, 50% of net rental payments from food services vendor to be set aside in a fund for capital improvements to the restaurant building; selection process for retaining food services vendor and terms of any lease offered to said vendor shall be subject to common council approval.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
8:00 PM EST**

**FEBRUARY 13, 2019
COUNCIL CHAMBERS**

APPOINTMENTS

BOARD OF ASSESSMENT APPEALS	M/C	CGS/NwkCht 1-271/NCC 103
MARY ELLEN BARRELLE (D) 19 Burchard Lane Norwalk, CT 06853		Term Expires 11/01/2021 Regular
MEGGAN DOUGLAS (U) 14 McKinley Street Norwalk, CT 06853		Term Expires 11/01/2021 Regular
ELLIOTT C. MORALES (U) 14 Southwind Drive Norwalk, CT 06854		Term Expires 11/01/2021 Regular
DONALD OVERTON (R) 309 Foxboro Drive Norwalk, CT 06851		Term Expires 11/01/2021 Regular
HARRIET PETRIDES (U) 10 Burlington Drive Norwalk, CT 06851		Term Expires 11/01/2021 Regular
STEVE SCATAMACCHIA (U) 8 Colonial Place Norwalk, CT 06851		Term Expires 11/01/2021 Regular
JANET H. WOODWARD (R) 18 Catalpa Street Norwalk, CT 06851		Term Expires 11/01/2021 Regular
DORIS M ASH (D) 61 Hills Lane Westport, CT 06880		Term Expires 11/01/2019 Alternate
CINDY ELLERMAN (D) 61 Fair Street Norwalk, CT 06851		Term Expires 11/01/2019 Alternate
JUDITH G. HYERS (R) 199 Gregory Boulevard A2 Norwalk, CT 06855		Term Expires 11/01/2019 Alternate

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ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:33 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Ms. King read the notice stating that the meeting was being audio recorded and video taped with subtitles for public broadcast. She asked everyone to speak clearly, one at a time, into the microphone and said that listening devices were available.

I. ROLL CALL

Ms. King called the Roll. The following Common council members were present.

Council at Large:	Mr. Gregory Burnett Mr. Colin Hosten Ms. Barbara Smyth	Mr. Michael Corsello
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	Ms. Darlene Young
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. George Tsiranides	
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were thirteen (13) Common Council members present and two (2) absent (Mr. Hempstead and Mr. Sacchinelli)

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

II. ACCEPTANCE OF MINUTES

Regular Meeting:

January 8, 2019

The following corrections were made to the minutes:

Page 5: dole should read sole

Page 6: he should read the

Page 7: being should read begin

Page 8: Dickinson should read Jacobson

Page 9: fifth paragraph should read: Ms. Smyth agreed that this ordinance is only the beginning and said she would like to see Norwalk tackle Styrofoam and plastic straws

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

III. PUBLIC PARTICIPATION

No members of the public wished to speak this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS:

**** MR. KYDES MOVED TO APPROVE THE FOLLOWING APPOINTMENT
NICHOLAS SCOTT KANTOR, ZONING COMMISSION (Alternate)**

Mr. Kydes spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

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

MARILYN ALTMAN, ZONING BOARD OF APPEALS (Alternate)

Mr. Igneri spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

Ms. King administered the oath of office to Mr. Kantor and Ms. Altman.

REAPPOINTMENTS: There were no reappointments this evening.

MAYOR'S REMARKS:

Mayor Rilling reminded people about the warming centers located throughout the City.

Mayor Rilling thanked everyone who came out to celebrate Dr. Martin Luther King Jr. Day in Norwalk.

The clean up in Oyster Shell park last weekend was very successful. Mayor Rilling thanked the participants and said they picked up over 400 pounds of debris.

The City wide clean up will take place on April 27th celebrating Earth Day.

The Common Council works diligently every year to implement the tax relief program for the City's elderly and disabled. The application period is from February 21st to May 15th.

Mayor Rilling reminded Federal employees about resources available to them during the government shutdown.

The annual Mayor's Ball will take place this Friday. Literacy Volunteers and the Domestic Violence Crisis Center will be this year's beneficiaries.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS: There were none this evening.

REAPPOINTMENTS: There were none this evening.

B. CONSENT CALENDAR

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

**CORPORATION COUNSEL
6A1**

**RECREATION & PARKS COMMITTEE
7A1
7A2
7A3
7A4
7A5
7A6
7A7
7A9**

FINANCE COMMITTEE

**7B1
7B2
7B3
7B4
7B5
7B6**

PUBLIC WORKS

7C1

LAND USE & BUILDING MANAGEMENT

**7D1A
7D1B
7D2A
7D2B**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

- 1. AUTHORIZATION FOR AUTHORITY TO FILE OFFERS OF
COMPROMISE: BRAULIO SEGURA-ORDAZ & SAMANTHA SEGURA
V. FRANCOIS VAN RENSBERG, ET AL. – EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION & PARKS COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS FOR THE USE OF 50 WASHINGTON PLAZA, WASHINGTON STREET, NORTH/SOUTH MAIN AND SURROUNDING STREETS, ALONG WITH VETERANS PARK (PARKING) FOR AN ARTS FESTIVAL TO BE HELD SATURDAY, AUGUST 3, 2019, 10:00 AM – 8:00 PM AND SUNDAY, AUGUST 4, 2019, 10:00 AM – 5:00 PM. SET UP TO TAKE PLACE AT 6:00 AM FRIDAY, AUGUST 2, 2019 WITH TEAR DOWN NO LATER THAN 8:00 PM SUNDAY, AUGUST 4, 2019. ESTIMATED ATTENDANCE 1,500.**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH GORDON FINE ARTS FOR THE USE OF MATHEWS PARK FOR THE NORWALK ART FESTIVAL TO BE HELD SATURDAY, JUNE 29, 2019 AND SUNDAY, JUNE 30, 2019 FROM 10:00 AM – 5:00 PM EACH DAY. SET UP TO TAKE PLACE FRIDAY, JUNE 28, 2019 AT 7:00 AM WITH TEAR DOWN NO LATER THAN 7:30 PM ON SUNDAY, JUNE 30, 2019. ESTIMATED ATTENDANCE 400.**
- 3. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH N.I.C.E. INC. FOR THE USE OF OYSTER SHELL PARK FOR THE ANNUAL N.I.C.E. FESTIVAL TO BE HELD SATURDAY, JULY 6, 2019 FROM 11:00 AM – 11:00 PM. SET-UP TO TAKE PLACE FRIDAY, JULY 5, 2019 AT 6:30 AM, WITH TEAR DOWN NO LATER THAN 12:00 NOON MONDAY, JULY 8, 2019. ESTIMATED ATTENDANCE 4,000.**
- 4. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH MID FAIRFIELD CHILD GUIDANCE CENTER INC. FOR THE USE OF CALF PASTURE BEACH FOR THEIR ANNUAL PENGUIN PLUNGE TO BE HELD ON SUNDAY, FEBRUARY 24, 2019 FROM 10:00 AM – 1:00 PM WITH SET-UP TO BEGIN AT 9:00 AM AND TEAR DOWN NO LATER THAN 2:00 PM**

**ON SUNDAY, FEBRUARY 24, 2019. ESTIMATED ATTENDANCE
100.**

- 5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH THE NORWALK YMCA CAMP SUNRISE FOR THE USE OF SILVERMINE ELEMENTARY SCHOOL GROUNDS FOR THEIR SUMMER CAMP TO TAKE PLACE MONDAY – FRIDAY, JUNE 24, 2019 – AUGUST 16, 2019 FROM 7:30 AM – 6:00 PM. ESTIMATED ATTENDANCE 150.**
- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH JS ENDURANCE FOR THE USE OF VETERANS PARK FOR THEIR SONO HALF MARATHON/5K TO BE HELD SATURDAY, OCTOBER 19, 2019 FROM 9:00 AM – 12:30 PM WITH SET UP TO BEGIN AT 6:00 AM AND TEAR DOWN NO LATER THAN 2:00 PM ON SATURDAY, OCTOBER 19, 2019. ESTIMATED ATTENDANCE 1,500.**
- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT MBI INC FOR THE USE OF NORWALK HIGH SCHOOL FRONT LAWN AND PARKING AREA FOR THEIR NHS WINTER GUARD/PERCUSSION HOME SHOW TO BE HELD SATURDAY, MARCH 23, 2019 FROM 8:00 AM – 9:00 PM. ESTIMATED ATTENDANCE 2,500 STAGGERED.**
- 9. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO CROWLEY AUTO GROUPS FOR THE PURCHASE OF A FORD ESCAPE, SUV, FOR A SUM NOT TO EXCEED \$24,147.00. ACCOUNT #09196030-5777-C0365.**

B. FINANCE COMMITTEE

- 1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: JANUARY 10, 2019.**
- 2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED JANUARY 10, 2019.**
- 3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: DECEMBER 2018.**
- 4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MICROSOFT FOR GOVERNMENT CLOUD OFFICE 365 SOLUTION PROJECT FOR THE CITY'S**

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**EMAIL SYSTEM (875 USERS) FOR 3 YEAR TERM WITH 1
OPTIONAL 2 YEAR EXTENSION FOR AN ANNUAL AMOUNT NOT
TO EXCEED \$62,867.25, ACCOUNT 09160600-5777-C0375.**

- 5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
AN AGREEMENT WITH CONNECTION BUSINESS SOLUTIONS, A
MICROSOFT GOLD-CERTIFIED IMPLEMENTATION PARTNER,
FOR DEPLOYMENT SERVICES RELATED TO THE MIGRATION
OF THE CITY'S EMAIL SYSTEM TO MICROSOFT'S
GOVERNMENT CLOUD OFFICE 365 SOLUTION PER
QUOTATION #345387-1.2, DATED 11/5/2018, FOR AN AMOUNT
NOT TO EXCEED \$19,999.00, ACCOUNT 09160600-5777-C0375.**
- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE
ANY AND ALL DOCUMENTS NECESSARY TO EXECUTE THE
TAX ABATEMENT (TAX FIXING) AGREEMENT BETWEEN THE
CITY OF NORWALK, THE NORWALK HOUSING AUTHORITY,
AND ENTITIES TOTALLY CONTROLLED OR OWNED BY
TRINITY WASHINGTON VILLAGE PHASE THREE LIMITED
PARTNERSHIP.**

C. PUBLIC WORKS COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE
THE FOURTH AMENDMENT TO THE JUNE 5, 2017 CONTRACT
WITH TIGHE & BOND, INC. TO PROVIDE PROFESSIONAL
ENGINEERING SERVICES RELATIVE TO THE NORWALK
LEVEE, FOR AN AMOUNT NOT TO EXCEED \$193,050, FOR
CONSTRUCTION OBSERVATION SERVICES FOR PROJECT NO.
PM2019-1, PAVEMENT MANAGEMENT PROGRAM.**

ACCOUNT NO. 09 19 4021 5777 C0021

D. LAND USE & BUILDING MANAGEMENT COMMITTEE

- 1a. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A
CONTRACT WITH A.V. TUCHY, INC. FOR THE MILL HILL JAIL
AND BARN SITE ACCESSIBILITY ALTERATIONS- PHASE I FOR A
TOTAL AMOUNT NOT TO EXCEED \$414,600.00 FUNDING FROM
DEEP ADMINISTERED OPM GRANT. ACCT. # TO BE ASSIGNED.**
- 1B. AUTHORIZE THE HISTORICAL COMMISSION TO ISSUE
CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO
EXCEED \$41,000.00**

**2A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ANTINOZZI ASSOCIATES TO PROVIDE ARCHITECTURAL DESIGN SERVICES FOR VARIOUS PROJECTS AT NORWALK HIGH SCHOOL FOR A TOTAL NOT TO EXCEED OF \$449,000.
ACCT. #09185010 5777 C0610**

2B. AUTHORIZE TO ESTABLISH A CONTINGENCY FOR ADDITIONAL SERVICES AS MAY BE REQUIRED FOR A TOTAL NOT TO EXCEED \$44,000.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. RECREATION & PARKS COMMITTEE

**** MR. CORSELLO MOVED TO APPROVE THE FOLLOWING ITEM:**

8. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO AN AGREEMENT WITH LAZ PARKING FOR THE MANAGEMENT OF PARKING AT CALF PASTURE BEACH, SHADY BEACH, TAYLOR FARM, VETERANS PARK AND CRANBURY PARK FOR THE 2019 SEASON FOR AN AMOUNT NOT TO EXCEED \$180,000. ACCOUNT #TBD

Mr. Corsello explained the item. A few years ago, there were some improprieties with cash collection at the Beach. That issue has since been corrected. This proposed system is a cashless system and the residents will no longer have to go to City Hall to get a beach pass. An automated device will be able to read registered license plates.

Non-residents will be able to purchase a non-resident daily pass. There have been some abuses with parking at the Beach and LAZ will provide enforcement and will be able to issue summons. This is a cost neutral function that will add efficiency to the system. He said Mr. Hughes was here to answer any questions.

Mr. Kydes pointed out the big issue in the past was that Norwalk resident dog walkers were unable to find parking spaces at the dog park because they were being used by non-residents. With this new system, Norwalk resident dog walkers will be able to have a place to park.

Mr. Hosten asked if LAZ staff will be available at the Beach to help residents. Mr. Hughes explained that a Beach Ambassador will be stationed at the Beach. He added this

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system will also be used at Veteran's Park and Cranbury Park. He said he is working with Mr. Morgan to provide information to the public.

Last season they collected over \$400,000 in Beach fees and 75% of those fees was in cash. Residents who are up to date in their taxes and do not have issues with their registration will be able to drive through the Beach. They will only need to download a paper pass if they want to use the Transfer Station.

**** MOTION PASSED UNANIMOUSLY**

A. LAND USE & BUILDING MANAGEMENT COMMITTEE

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

3a. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH NEWFIELD CONSTRUCTION, INC. AS THE CONSTRUCTION MANAGER (CM) FOR THE PONUS RIDGE SCHOOL (NEW PK-8 STEM SCHOOL) RENOVATION AND ADDITION PROJECT, TO ACCEPT THE GUARANTEED MAXIMUM PRICE (GMP) IN THE AMOUNT OF \$36,473,862.00. ACCT. ACCT. #09185010 5777 C0608**

3B. AUTHORIZE THE NFCC TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO \$1,823,000.00.

Mr. Livingston explained this is a very significant project and will be done in phases over the next year and a half. If approved, the project will commence tomorrow. The projected completion date is August 2020.

There are issues with the heating pipe tunnel, but they do not know the full scope of those issues.

Mr. Burnett said he would support moving forward with the Construction Manager as stated, but said the Committee asked the Board of Education to provide updated enrollment numbers. He said they need up to date and valid data to make these decisions. Mr. Burnett said he is still looking for the updated numbers for the school population.

Mayor Rilling said that the Board of Education presented a comprehensive list last week and was surprised that they did not forward that information. He said he will remind them to provide that information.

Ms. Young asked about the State's reimbursement. Mr. Lo said that Norwalk gets reimbursed 32.4% of eligible expenses.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 8:07 p.m.

ATTEST: _____
Donna King, City Clerk

King, Donna

19 Buchanan Lane



IV. A

From: Barrelle, Mary Ellen <MaryEllenBarrelle@bhhsne.com>
Sent: Wednesday, February 21, 2018 6:37 PM
To: King, Donna
Subject: Resume for Mary Ellen Barrelle - BAA

Hello Donna,

The following is my resume as it pertains to the BAA:

My name is Mary Ellen Barrelle. I was born in Norwalk Hospital, raised in Weston, graduated from Staples High School and Kent State University in Ohio with a Sociology Major and a Mathematics Minor. I have been a Norwalk resident since 1971 and a Norwalk homeowner since 1977. I became a local full time Realtor in 1978 and have continued to earn my living as a local full time Realtor continuously since 1978. My Real Estate license is currently being held by Berkshire Hathaway HomeServices New England Properties. I have been an appointee to the Board of Assessment Appeals since 2009. I am also a volunteer officer (Treasurer) in the Connecticut Chapter of CURE SMA, a nationwide organization dedicated to finding a treatment/cure for Spinal Muscular Atrophy.

Thank you,

Mary Ellen Barrelle

Mary Ellen Barrelle - REALTOR - GRI
203-644-4010 mebarrelle@bhhsne.com

CT Magazine Five Star Professional
Berkshire Hathaway HomeServices New England Properties
165 Rowayton Avenue - Rowayton, CT 06853
Office 203-853-9999 - Fax 203-852-8163

CONFIDENTIALITY NOTICE: The information contained in this transmission may contain privileged and confidential information, including information protected by federal and state privacy laws. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of this communication is strictly prohibited. Destroy all copies of the original message and please contact the sender by reply email. **WIRE FRAUD ADVISORY:** Never trust wiring instructions sent via email. Cyber criminals can hack email accounts and send emails with fake wiring instructions. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number, not a phone number contained in the e-mail. Never wire money without double-checking that the wiring instructions are correct.

14 McKinley St.



Meggan Douglas, Sales Associate, Rowayton Office

159 Rowayton Avenue, Rowayton, CT, 06853

Cell Phone: 203.803.9634 • Office Phone: 203.854.5116

• Email: Meggan.Douglas@raveis.com • Website: PinnacleGroup.raveis.com

"Choose a job that you love, and you will never have to work a day in your life." -Confucius
This is truly how I feel about my career in real estate. It is my hope that this love translates to my clients & that our partnership towards selling or buying is successful & happy.



Meggan Douglas
Sales Associate

EXPERIENCE

Meggan is a 4th Generation Rowaytonite, selling real estate full-time since 2000.

AREAS COVERED

- Rowayton, Darien, Norwalk
- Lower Fairfield County

PERSONAL

Meggan lives in Rowayton with her husband, Joe, 9 year old, Ben, 6 year old, Griffin & English Bulldog, Commissioner Gordon.

Meg is a 4th Generation Rowaytonite.

EDUCATION

- Meggan attended the University of Connecticut, with a concentration in Fine Arts
- Home Staging Certification Course

PROFESSIONAL SPECIALTY

- Waterfront Homes
- Estates
- First-Time Buyers

COMMUNITY INVOLVEMENT

- Carver Foundation Development Committee
- Rowayton Elementary School PTA
- Rowayton Elementary School Governance Council Co-Chair

Elliott C. Morales, CRA, Broker Partner

(203) 849-1014
14 Southwind Drive



Position

Operations Manager, Morales Real Estate Associates, LLC

Education

University of Puerto Rico, Ponce, Puerto Rico
Real Estate Curriculum; 1986-1987

Connecticut Institute for Real Estate
Real Estate Curriculum; 1987-1988

Norwalk Community College, Norwalk, CT
Business Administration Curriculum; 1981-1982

Brien McMahon High School, Norwalk, CT
Graduated 1980

Professional Experience

- 2010- Present: Keller Williams –CT RainMaker Team, Morales & Associates, Norwalk, CT
- 1990-Present: Morales Real Estate Associates, LLC, Norwalk, CT

Residential RE Management; Sales/Rental & Appraisal. As an Independent Fee Appraiser, inspect the subject property; give clients a good indication of value with a certified report indicating the definition of market value as defined by the Appraisal Institute. Appraisal assignments included residential & relocation reports for relocation for firms, mortgage companies, banks & corporate clients, foreclosure appraisals for attorneys.

Review of Real Estate appraisal reports as an appraiser who does not necessarily make personal inspections of real property but does review and analyze the relevant facts assembled by field appraisers. By the use of reason and to validity of field appraisers' opinions, prepare written review reports recommending the acceptance, revision or rejection of such field appraisers' opinions.

- 1988-1990 New England Real Estate Appraisals, Bridgeport, CT

Under the strict supervision of the owner or office manager, I estimate value of Real Estate as an appraiser who makes personal inspections of real property. Assembles and analyzes the relevant facts and, by the use of reason and the exercise of judgments, from objective opinions as to the market or other value of such properties or interest therein and prepares written appraisal reports, then reviewed by a Certified Review Appraiser

- 1987-1990 Empire Realty Associates, Norwalk, CT

Residential Real Estate management; sales & appraisals. Management responsibilities include; receiving rent from the tenants, resolve any issues with tenant and landlord. Assignments include marketing residential properties through local MLS and advertising with local newspapers. Taking prospective buyers to view residential properties listed for sale or for rent. Appraisal

assignments include gathering analysis of the current market; estimate a fair value for the property.

- 1987-1989 George Britto Appraisal Company, Norwalk, CT

Residential appraisal assignments including: residential & relocation reports as an independent fee appraisals for relocation firms, mortgage companies, banks and corporate clients, foreclosure appraisals for attorneys.

Professional Designations

State of CT Certified Residential Appraiser
Connecticut State License #RCR.0000357

National Certified Review Appraiser- N.A.R.A.M.U
Certification #18597

State of CT Licensed Real Estate Broker
Licensed #0478222

Member of Norwalk Board of Realtors. 1987-1994

Member of Mid-Fairfield County Board of Realtors, Since 1994- Present

Member of Greater New Haven Association of Realtors, Inc, Since 1999-2017

Member of SMART MLS – Since 2017 - Present

Community Association Manager- 2000- 2017 (Retired)

State of CT Certificate of Appointment as a Notary Public
Certification #81508 Expires 6/30/2022

Appraisal Courses and Seminars Completed

RE Ethics & Principles- Puerto Rico 1986-87

RE Fundamentals- Puerto Rico 1986-87

RE Terms and Definitions- Puerto Rico 1986-87

RE Financing- Puerto Rico 1986-87

RE Appraisal- Puerto Rico 1986-87

RE Law- Puerto Rico-1986-87

RE Principles & Practices- State of CT 1987

RE Law-State of Ct 1989, 1991, 1994, 1996, 2001

RE Ethics- CT 1989, 2002

RE Equal Opportunity in Housing- CT 1989, 1998

RE Avoiding Brokerage Liability-CT 1989

RE Connecticut Law Update- CT 1989,1992,2000,2002,2004,2006,2008,2010,2012,2014

RE Small Residential Income Property- CT 1990

RE Relocation Report Review- State of CT 1990

RE Uniform Residential Report- State of CT 1990

RE FNMA Residential Guidelines- State of CT 1990

RE Basic Appraisals- State of CT 1991

RE Property Management- State of CT 1992



DONALD OVERTON

Board of Assessment Appeals

309 Foxboro Drive

PROFILE

Realtor
William Pitt Sotheby's
International Realty
232 Danbury Road
Wilton, CT 06897
From : 20010 - Current

CONTACT

PHONE:
Mobile : 203-984-2872
Residence : 203-956-6946
Work : 203-762-0103

EMAIL:
donalddoverton@gmail.com
Doverton@wpsir.com

RELATED EXPERIENCE

City of Norwalk Board of Assessment Appeals.
From : 2209-2018

Real Estate Salesperson
CT License # RES.0514801
Active
From : 2000-Current

Real Estate Appraiser Provisional
CT License # RSP.000749
Inactive
From : 2002-2004

Registered Mortgage Broker
Inactive
From : 1999-2005

Board of Directors
Norwalk Senior Center
Active

REFERENCES

Joseph Tamburri
Treasurer City of Norwalk

Michael Stewart
Tax Assessor City of Norwalk

Resume

Harriet Petrides
10 Burlington Drive
Norwalk, CT 06851

849-0629



Native Norwalker

Former Student at Norwalk High School

Former Student at Central Connecticut State College

Business Background Account Payables and Receivables

Married-Spouse Vasilios Petrides

Three Children Ashley, Matthew and Timmy Petrides

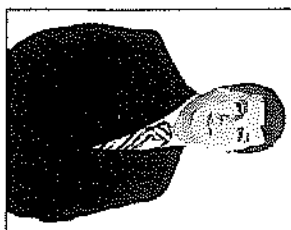
Realtor -Associated with William Pitt Sotheby's International Realty since 1994

Former Member of PTO for Columbus School

5

WILLIAM RAVEIS

REAL ESTATE • MORTGAGE • INSURANCE



Steve Scalamacchia - Senior Sales Associate
Norwalk Office
3 Park Street
Norwalk, CT 06851
Cell Phone: 203.858.4784
Office Phone: 203.847.6633
Office Fax: 203.849.0191
Email: Steve.Scalamacchia@raveis.com
Website: SteveScalamacchia.raveis.com



8 Colonial Place
Norwalk, CT 06851

Personal
As a top producing Real Estate Professional since 2003, I have assisted hundreds of buyers and sellers achieve their goals. Based in Norwalk where I have lived for the past 30 years, I am well informed on the local school system as well as local politics that impact home ownership. I also serve the neighboring towns of Fairfield, New Canaan, Stamford, Wilton and Weston.

I believe that being a knowledgeable agent is meaningless if it is not combined with exceptional customer service. It is my job to meet each clients' individual needs and I achieve that by first being a great listener so I understand those needs. I am always accessible by phone, email or text and will always respond in a timely manner.

Buying or selling a home, and sometimes doing both at the same time, can be stressful. I will walk you through it all, along with my network of professionals (building inspectors, mortgage brokers, attorneys) and make sure you feel well informed and comfortable during each step along the way.

I am very proud to have been named as a Five Star Real Estate Professional for Overall Customer Service each year since 2011 as seen in Connecticut Magazine.

Achievements

- Named a Five Star Realtor by Connecticut Magazine 2011, 2012, 2013, 2014, 2015 & 2016, 2017 & 2018
- #1 Top Listing Agent Norwalk Office 2017
- #1 Top Listing Agent Norwalk Office 2016
- #1 Excellence in Customer Service Norwalk Office 2018
- Top Listing Agent - October 2018
- Top Selling Agent - October 2018
- Excellence in Customer Service - August 2018
- Top Producing Agent - April 2018
- Top Producing Agent - February 2018
- Top Producing Agent - November 2017
- Top Listing Agent - October 2017
- Top Producing Agent - July 2017
- Top Listing Agent - March 2017
- Excellence in Customer Service - October 2016

Professional Specialty

- Listing Agent
- First Time Buyers
- Relocation Specialist

Community Involvement

- Mentor Program - Norwalk Public Schools
- Meals on Wheels - Driver
- Member Northeast Community Church

Areas Covered

- Norwalk
- Rowayton
- Fairfield
- Stamford
- New Canaan
- Wilton
- Westport
- Weston

Professional Association

- National Association of Realtors
- Connecticut Association of Realtors
- Mid Fairfield County Association of Realtors
- Consolidated Multiple Listing Service
- CHP - Certified Housing Professional

Janet H. Woodward
18 Catalpa Street, Norwalk

(/)

Berkshire Hathaway HomeServices New England Properties

Business Philosophy

"It was the best of times, it was the worst of times" describes the adventure of buying and selling real estate. I will be your partner every step of the process. The real estate experience can be scary but also very exciting. Let me help you through this life-changing event.

Education and Training

Bachelor of Science in Psychology, from Elmhurst College, Elmhurst, Illinois

Graduate of Principles and Practices Real Estate Licensing Course; Advanced Sales Training; Antique Homes Training

Community Involvement

1987 to present - Volunteer of Woman's Board of the Norwalk Hospital

2006 to 2014 - Treasurer of Gold Coast Women's Investment Club

Member of First Congregational Church on the Green, Norwalk

Various volunteer positions in my children's schools from elementary through high school.

Awards And Designations

Member of Multi-Million Dollar Club; Honor Society; Antique Real Estate Certified

Areas of Expertise

From FHA to Million Dollar Homes I do it all ! No matter what your price point, I will treat you like a million bucks! Whether you are a first time buyer, moving up, seasoned transferee, or empty nester I can help you through the buying and/or selling process. I pride myself on my attention to detail and frequent communication with my clients throughout the transaction. In addition, I am available as a resource to my clients after the sale is completed,



Personal Background

My family has lived in Norwalk since 1625! Sometimes we leave but we always seem to come back. After living in Chicago, I returned to Norwalk to raise my two sons, Caley and Lucas. I was an active member of Shorehaven Golf Club and managed

the tennis program for several years. Golf was always an important part of our family, although I am a duffer myself. In fact, my mom holds a number of national distinctions: Greatest Span of Club Championships (16 - 74 yrs of age) and Lifetime Achievement Highest Number of Club Championships.

As a resident of Norwalk, I take pride in this city and have committed myself to various charitable organizations in various capacities, including the Treasure House (Norwalk Hospital charity), Treasurer of the Gold Coast Women's Investment Club, and an enthusiastic tennis player. The Woodward family has been a member of the First Congregational Church on the Green since it's inception in 1625, in fact one of my ancestors was the first pastor. I love this city and welcome the opportunity to share my intimate knowledge of Norwalk, both past and present.

Communities I Serve

Having lived in Norwalk for most of my life, I am extremely familiar with its history, nuances, unique neighborhoods and community activities. In addition, I service the surrounding towns including Wilton, Westport, Weston, Fairfield, New Canaan and Darien. As a member of a world-wide network, I have the ability to connect buyers and sellers to competent agents who will assist you in your move anywhere in the United States and abroad.

Let me help you with your next move.



Jan Woodward
REALTOR®

Norwalk,
124 East Avenue, Follow Us
Norwalk, CT 06851 
(203) 984-1361



DORIS M. ASH
61 Hills Lane Westport, CT 06880

- Resident of Norwalk, 1976-2007
- Moved to Orrs Island, Maine, 2007-2015
- Moved back to Norwalk, April, 2015 (Please note: mailing address is Westport, but we are residents of and voters in Norwalk)

EMPLOYMENT HISTORY

1974-1976: Inventory and Accounts Payable, St. Joseph's Hospital, Stamford, CT

1976-2000: English teacher, Dolan Middle School, Stamford, CT

2001-2007: Realtor, Prudential Connecticut Realty, Norwalk, CT

Realtor designations:

- SRS (Senior Real Estate Specialist); CRS (Certified Residential Specialist); ABR (Accredited Buyer's Representative)
- President's Circle – Top 3% of Realtors, nationwide
- Leading Edge Society – Top 10% of Realtors, nationwide

2008-2012: Contract Writer for National Episcopal Church; Church Publishing, New York, NY

Authored "Weaving God's Promises," a 3-year Sunday school curriculum for grades 6-8; sold nationwide

EDUCATION

1970-1974: B.S Degree in English, grades 7-12, Central Connecticut State College (now CCSU)

1982-1985: Master's work in Community Counseling, Fairfield University

2001-2007: Yearly real estate classes to maintain my Realtor's license

COMMUNITY SERVICE

- Norwalk Junior Women's Club
- Member, Grace Episcopal Church, Norwalk – served on a variety of committees, as clerk of the Vestry, in the choir and altar guild
- Volunteer at Wolfpit Elementary School
- Marching Bears, Inc. (parent group of Norwalk High School Marching Band); member for 8 years; one year as vice president; two years as president

(cell) 203-984-0853

doris@dorisash.com

(D)

**To: Donna King, City Clerk
City of Norwalk**

From: Cindy Ellerman 61 Fair Street

Re: Appointment to Board of Assessment Appeals

Pursuant to our telephone conversation earlier today, I have enclosed the following paragraph giving a brief synopsis of my work background.

I, Cindy Ellerman, have in excess of forty (40) years of experience representing various entities before government bodies in administrative matters. I routinely represent individuals, groups, architects, contractors, professional engineers, builders, home and building owners (commercial, residential and hi-rise). Among the government bodies with whom I have extensive experience include Departments of Buildings, Transportation, Sanitation, Consumer Affairs, Transit and the NY Port Authorities as well as NY State Liquor Authority and various Commissions. I have also done federal Social Security cases, appeals and remands as needed. The bulk of my work has been in the tri-state area as well as San Francisco. I routinely prepare cases, appear before the government agency and perfect appeals where required.

Donna, should you have any questions, or require additional information, just let me know.

Thank you for your consideration.

R

Judith G. Hyers
Sales Vice President
William Raveis Real Estate – Rowayton
199 Gregory Blvd – A2
East Norwalk, CT 06855
203-856-9301

Judy Hyers is a full-time Realtor with more than 25 years' experience in real estate. She joined William Raveis Real Estate in 1994, and is a top producing listing and selling agent with a cumulative sales volume of over \$100 million. She is a waterfront properties specialist and also a member of the William Raveis Relocation Team.

Prior to her career in real estate, Judy owned and operated advertising/marketing agencies in Norwalk and New York City. In addition, she is also a former member of the Board of Directors of Baldwin Technology Company, Inc. a manufacturer of accessory and control equipment for the offset printing industry.

Judy is currently on the Board of Trustees of The Maritime Aquarium at Norwalk having served on its Board from 1994 forward. During her tenure as a trustee and advisor at The Maritime Aquarium, she has served on a variety of committees including and currently the Executive Committee, the Marketing Committee and the Exhibits Committee. Previous committee assignments included the Red Apple, and Long Range Planning, and Trustee Committees, as well as the Search Committee charged with the responsibility of hiring the Aquarium's current CEO.

Judy is a member of the Darien Sail & Power Squadron and a former member of their bridge, and a past course instructor during which time she developed a hands-on program aimed at exposing and educating 6-12 year olds to a variety of different aspects of boating safety. Today, she is also a member of the bridge for the Dorlon Terrace Marina Association and President of the Dorlon Terrace Association.

She holds a Bachelor of Arts Degree in English from Wheaton College in Norton, MA. Judy lives on Charles Creek in East Norwalk at Dorlon Terrace Condominiums. She has been a resident of Norwalk since 1969, and has lived in East Norwalk since 1974. She has sailed virtually all her life and loves the water, its culture and its wildlife. She has two grown children and three grandchildren.

RULES OF THE COMMON COUNCIL

**CITY OF NORWALK, CONNECTICUT
ADOPTED BY THE COMMON COUNCIL NOVEMBER 26, 1985
AS AMENDED AND ADOPTED FEBRUARY 12, 2019**

1. Regular meetings of the Common Council shall be held on the SECOND and FOURTH Tuesday of each month.
2. All requests for items to be placed on the Common Council agenda shall be filed, normally electronically, in writing, with the City Clerk and/or the Assistant City Clerk, at least five (5) days prior to the scheduled Council Meeting. Any exceptions shall be at the discretion of Council President or Chairperson of the committee involved. All material shall be posted to the city's website and included in packets to Council members, so that it may be studied in advance.
3. For appointments to City Boards, Commissions and Agencies, the Common Council respectfully requests that resumes be submitted to the Council members at least ten (10) days in advance.
4. Items submitted by City Departments shall not be placed on the agenda, without approval, in each case, of the chair of a Common Council committee generally responsible for reviewing the subject matter of the respective department or the particular item; where an item has been submitted by the Law Department, the approval of the Council President shall suffice for placement on the Common Council agenda. In an emergency or the unavailability of a committee chair, the approval of the Council President shall also suffice.
5. A record shall be kept by the City Clerk of all matters which have been tabled by the Common Council. The City Clerk shall keep a list of all matters referred to committees and all committees shall make at least a monthly progress report for those items back to the Clerk until said item is returned for action by the council.
6. Each Common Council committee should hold at least one (1) meeting each month, and in any case, not less than ten (10) meetings per year, as scheduled at a regular date to be reported to the City Clerk. Additional meetings may be called by the committee chair and shall also be reported to the City Clerk. All Common Council committee meetings shall be publicized by the City Clerk in full keeping with the requirements of the Connecticut Freedom of Information Act. It is the purpose of this rule that the maximum possible public attention be called to the work of the council committees and the greatest possible attendance and

participation at committee meetings be facilitated and encouraged. For committee members from the Common Council, 2 absences without advance notice will be sufficient reason for the chair to request of the Council President, Majority and Minority leaders and the Common Council as a whole for a reorganization of that committee.

7. Each committee chair shall facilitate the collection of minutes by the assigned stenographer. Due to the number of associated department heads, the Assistant City Clerk shall be the staff person assigned to the Health, Welfare and Public Safety Committee. All other committees shall be staffed from the associated departments with assistance as required from the department head.
8. Each Common Council committee, upon receiving written requests or upon its own motion, or by direction of the Council, or where required by law, shall hold public hearings on matters properly before said committee. Notice of such hearing shall be duly advertised. Committee chairs are encouraged to hold informational meetings for the public to allow for airings of public concerns and to allow maximum public participation. Said meetings, as well as meetings of the Common Council, as appropriately noticed, may be held in public areas, appropriately accessible to the public, other than City Hall.
9. All committees may establish their own rules of procedure, except that no final contractual action may be taken until it has been presented to a Regular or Special Meeting of the Common Council and approved or accepted by a majority vote of the Council present.
10. The rules of the Common Council may be suspended upon a two-thirds (2/3) majority vote of the Common Council members present.
11. Mason's Manual of Legislative Procedure – 2010 shall be the rules of the Council except as they conflict with the rules mentioned herein.
12. All papers and documents filed with the Common Council, Mayor, City Clerk or Town Clerk, Commissions, Boards, Agencies, or Common Council Committees, shall remain the property of the City and shall remain in the files of the City offices and not be removed therefrom. All the aforementioned documents shall be made available on the city's website in a timely manner.
13. The Common Council Agenda shall consist of the following items only:

- A. ROLL CALL
- B. ACCEPTANCE OF THE CALL (Special Meetings Only)
- C. ACCEPTANCE OF THE MINUTES
- D. PUBLIC PARTICIPATION
- E. MAYOR: RESIGNATIONS, APPOINTMENTS AND REMARKS
- F. COUNCIL PRESIDENT: CONSENT CALENDAR & OTHER GENERAL COUNCIL BUSINESS
- G. REPORTS OF DEPARTMENTS, COMMISSIONS & BOARDS
- H. COMMON COUNCIL COMMITTEE REPORTS
- I. RESOLUTIONS FROM COUNCIL MEMBERS
- J. MOTIONS POSTPONED TO A SPECIFIC DATE

- 14. For item F only, the control and chair of the meeting shall pass to the council president.
- 15. The Consent Calendar shall consist of those items upon which all members present have, without objection, agreed to act by means of a motion consolidating the respective items and is not subject to debate.
- 16. All Common Council actions to approve expenditures or to accept bids or other proposals requiring the expenditure of City funds shall automatically be subject to the availability of funds.
- 17. Communications addressed to the Mayor and Common Council shall not appear on the agenda of the Common Council meeting unless specifically requested by the Mayor or a Common Council member, and the City Clerk shall furnish each Council member with a copy of such communications, normally electronically.
- 18. All reports from Committees shall be submitted to the Common Council by their Committee Chair or designee.
- 19. All Regular and Special Common Council meetings shall begin at 7:30 and shall terminate at midnight, except when the Common Council deems it necessary to continue its business. Such determination to be made by a simple majority vote.
- 20. Any unfinished business not reached at a meeting of the Common Council shall be carried over to the next Regular Meeting and shall be placed on the agenda thereof in the position immediately following item E, "Mayor: Resignations, Appointments and Remarks."

21. Any appointed member or employee of a City department, board, agency or commission or any board agency, or commission to which the City appoints the members, at the request of a council member, may address the Common Council on matters directly appertaining to his or her department, agency, board or commission without the need for suspension of the rules.
22. To encourage public participation, a period will be set aside for public comment before the start of the meeting's business on items to be taken up at the meeting. Each speaker will be limited to three minutes and the comments must address an item on the agenda. Committee Chairs are encouraged to adopt this practice. If a member of the public wishes to submit information electronically or otherwise in writing, it shall be made a part of the record.
23. Common Council members shall be recognized to speak in the general order in which they signal their desire to speak, with the exception that those that have spoken on a topic shall yield until all those who wish to speak have had one opportunity to do so once. Repetitive, disrespectful or loud arguments shall be considered out of order.
24. There shall be minority representation on each committee, which should be reflective of the makeup of the Council as a whole, based on the makeup of the majority and minority caucuses which reflects the will of the people.
25. Members of the Common Council shall be appointed by the Common Council to serve on one or more Committees thereof. In such capacity these appointed members shall be considered 'regular' members of the Committee and shall have the right to vote on all matters put before the Committee and their numbers shall be considered when determining if a quorum is present or not. Other members of the Common Council, not so appointed to a particular committee, shall nevertheless be allowed to attend and participate in the Committee meetings as 'ex officio' members of that committee. Such 'ex officio' members shall not have the power to vote on matters presented to the Committee and their numbers shall not count toward the calculation of whether or not a quorum is present. Furthermore, for the purpose of participation in Executive Session discussions, any 'ex officio' member shall be considered to be a person invited to attend such session and whose opinion is necessary and pertinent to the matters that might be before such body for the duration of said Executive Session.

VII, A

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department
STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION PROBLEM IDENTIFICATION To date, identifying the role distracted driving has played in fatality and injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate 405(e) funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut's hand held mobile phone for drivers can be effective. The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town: • Fatal and injury crashes 2015-2017 • Daily Vehicle Miles Traveled (DVMT) (2016) • Population (2016) • Crash rate per DVMT • Crash Rate per population • Past High Visibility Enforcement grant performance	

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

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

ACTIVITIES

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

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

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

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

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

ACTIVITIES CONTINUED

Earned media participation:

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

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

ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION

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

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

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

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

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

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

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

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

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

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

ACTIVITIES CONTINUED: NON-SPOTTER TYPE ENFORCEMENT

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

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.

8 HOUR SHIFTS MAXIMUM

April 2-April 30 WAVE

Date: 4/2/2019

Location: Main Avenue

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

Date: 4/2/2019

Location: Main Avenue

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

Date: 4/5/2019

Location: North Avenue

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

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date: **4/8/2019** Location: **Connecticut Avenue**

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

Date: **4/12/2019** Location: **Rte 136 at East Avenue**

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

Date: **4/20/2019** Location: **West Avenue**

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

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date: **4/26/2019** Location: **North Main at West**

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

Date: **4/29/2019** Location: **East Ave**

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

Date: Location:

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

Grand Total \$5,600.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date:

Location:

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

Date:

Location:

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

Date:

Location:

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

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date: Location:

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

Date: Location:

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

Date: Location:

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

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date: Location:

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

Date: Location:

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

Date: Location:

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

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

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

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

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

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

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

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

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

Grand Total \$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.
8 HOUR SHIFTS MAXIMUM

April 2-April 30 WAVE

Date:

Location:

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

Date:

Location:

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

Date:

Location:

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

Grand Total

\$0.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

April 2-April 30 WAVE

Date: Location:

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

Date: Location:

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

Date: Location:

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

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

August 1-August 15 WAVE

Date: 8/1/2019

Location: North Ave

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

Date: 8/2/2019

Location: East Ave

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

Date: 8/2/2019

Location: Main Ave

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

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

August 1-August 15 WAVE

Date: 8/5/2019

Location: West Ave

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

Date: 8/7/2019

Location: Connecticut Avenue

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

Date: 8/10/2019

Location: Rte 136 at East Ave

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

Grand Total \$10,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

August 1-August 15 WAVE

Date: **8/12/2019** Location: **Main Ave**

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

Date: **8/12/2019** Location: **North Avenue Rte 1**

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

Date: Location:

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

Grand Total \$3,080.00

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

August 1-August 15 WAVE

Date: Location:

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

Date: Location:

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

Date: Location:

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

Grand Total **\$0.00**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Enforcement Work Sheet

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

August 1-August 15 WAVE

Date: Location:

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

Date: Location:

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

Date: Location:

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

Grand Total **\$0.00**

	APPLICANT	
FY 2019 DDHVE	Norwalk Police Department	

BUDGET DETAIL

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

PERSONNEL SERVICES

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

City/Town of: City of Norwalk CT

FRINGE BENEFIT CERTIFICATION STATEMENT

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

FROM:

(Date) 10/1/2018 (Date) 9/30/2019

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

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

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

City/Town's Chief Financial Officer

Name: [Signature]

Title: [Signature]

Ink Signature: [Signature]

Date: [Signature]

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

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

AUDIT REQUIREMENT STATEMENT:

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

Signed: [Signature]

Date: [Date]

OR

AUDIT EXEMPTION STATEMENT:

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

Signed: [Signature]

Date: [Date]

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

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

Certification and Assurances

EQUIPMENT

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

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Certification

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Norwalk Police Department

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

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

OTHER FEDERAL REQUIREMENTS

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

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

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

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

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

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

Signature of Certifying Official:

[Signature]

Date:

10/26/2018

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



CITY OF NORWALK
Norwalk Health Department

To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: SFY 2015 Preventive Health Block Grant: AMENDMENT
Date: February 5, 2019

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

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

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

Included as backup materials:

- Grant Progress Report
- Amended Contract



Public Health
Prevent. Promote. Protect.

Norwalk Health Department

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

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

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

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

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

General Project Function/Maintenance

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

Eat Well Healthy Restaurant Initiative

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

NorWALKer

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

Bike/Walk Advisory Commission

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

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

Other Project Activity

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

Appendix A: Eat Well Healthy Restaurant Recruitment Status

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

Appendix B: Pedestrian Audit Tool



**Bike/Walk
Norwalk**

You Can Help Make Norwalk's Roads Safer for Everyone

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

Location:		
Name:	Date:	Email:

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

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

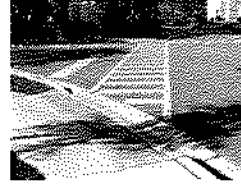
MAINTENANCE AND USE	Overall Rating (1- 6):	Yes	No	Sometimes
Are sidewalks well-maintained (level, condition, cleanliness)?				
Is it easy to cross the street?				
Is it safe to walk on this road?				
Is traffic heavy?				
Are there benches or places to sit, if applicable?				
Are the buildings and/or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

See back for additional information.

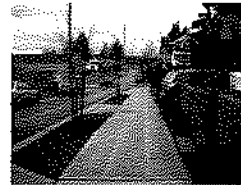
Please send a copy of the completed audit(s) to klatham@norwalkct.org or mail to Norwalk Health Department, c/o Kaitlin Latham, 137 East Ave, Norwalk CT 06851

Glossary:

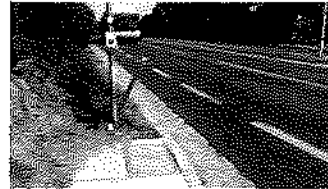
Curb Ramps: short ramp installed where a sidewalk meets a road to create a smooth transition between the two surfaces, rather than a step drop of several inches



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



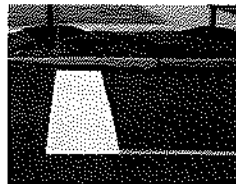
Continuous Sidewalks: a sidewalk that runs along a roadway for 500 ft., disappears for 200 feet, and then starts again would be a discontinuous sidewalk



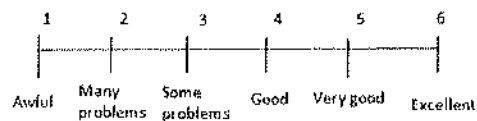
Median Island: reserved area that separates opposing lanes of traffic on divided roadways



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



Rating Scale:





X Original Contract # #DPH2019-0082
 Amendment # _____
 Max. Contract \$ \$22,673
 Contract Contact Person Brenda L. West
 Contract Telephone (860) 509-7704

**STATE OF CONNECTICUT
 PURCHASE OF SERVICE CONTRACT
 ("POS", "Contract" and/or "contract")
 Effective June 1, 2017**

The State of Connecticut Department of Public Health

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

City: Hartford State: CT Zip: 06134-0308

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

Contractor's Name: City of Norwalk

Street: 137-139 East Avenue

City: Norwalk State: CT Zip: 06851

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

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

Contract Term / Effective Date	This Contract is in effect from October 1, 2018 through September 30, 2019 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8,19a-2a,19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to § 49-60g of the Connecticut General Statutes.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this Contract only by means of a written instrument signed by the Agency and the Contractor and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

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

If to the Agency:	State of Connecticut, Department of Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	City of Norwalk 137-139 East Avenue Norwalk, CT 06851 Attention: Harry W. Rilling, Mayor
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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

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

SECTION A

Subsection A.1 GENERAL TERMS AND CONDITIONS

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

Funding Period ONE: 10/01/2018 to 09/30/2019

REPORTING PERIOD	REPORTS DUE BY
October 1 through March 31	May 1, 2019
April 1 through September 30	November 15, 2019
 - b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
 - c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
 - d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period.
 - i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.
- 3) **Budget and Funding**
 - a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in Section B of this Part I.

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

SID	Fund Description /CFDA#	Year	Amount
22664	Preventative Health & Human Services Block Grant	1	\$22,673

- f) This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
 - g) For federal block grant funding appropriated to this Contract, the Department assumes no liability for payment using such funds until such time that the provisions of this Contract are determined by the Department to be in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes § 4-28b.
- 4) **Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds**

a) **Maximum Payment**

The total amount of payment made under this Contract shall not exceed \$22,673.

b) **Payment and Payment Schedule**

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

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$11,337	Upon full execution of the Contract	October 1
2	\$11,336	Upon receipt and approval by the Department of the Final Reports and any refund due the Department from the prior contract for the same services as those provided under the terms of this Contract and the first reports from the current Contract Funding Period	May 1

- c) At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the

Department's receipt of a fully executed Contract and any required documentation, including but not limited to cash management documents.

- d) **Second and subsequent payments** shall be processed by the Department not earlier than the payment schedule date and only after the Department receives and approves all deliverables and periodic program, statistical, expenditure, and cash management reports, as submitted or completed by the Contractor, pursuant to the Contract terms and the Report Schedule in **Part I, Section A, Subsection A.1 2)a)** above.

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

f) **Reimbursement**

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

g) **Under-expenditures**

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

h) **Payment Reduction**

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

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

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

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

The Contractor shall:

- i) upon demand by the Department at the end of the term of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs and/or
 - 2) unexpended funds.
- ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.

- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

5) **Travel**

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

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

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

6) **Software, Computer Equipment & Programs**

The Contractor shall be responsible for:

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

7) **Contractor Changes and Assignments**

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

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

8) **Cultural Competence**

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service

delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services.
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. If the client population is mainly from minority populations, the Contractor shall:
 - i) actively recruit applicants from the minority populations served,
 - ii) include cultural competency criteria in the evaluation of applicants,
 - iii) assign a higher value to the cultural competency criteria for those applicants from the minority populations served,
- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

9) Respect and Dignity

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

- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this Section.

10) **Client Satisfaction**

The Contractor shall establish and maintain an effective process:

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

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Subsection A.2

8/2015

Policy/Environmental Change for Chronic Disease Prevention

1) Summary of Services

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

2) Definitions and Guidance

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

3) Activities and Deliverables

The Contactor shall:

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

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

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SECTION B

Budget

Funding Period: 1 2018-10-01 2019-09-30

Approval Date & Time: 2019-01-10T08:05:44-0500

Approver: DPH-West Brenda

Core-CT

Account Number and Description	SID	Project	Chronic Disease Prevention	Total Budget
Budget Amount				
4000 INCOME			22,673.00	22,673.00
- 4100 CONTRACT FUNDING			22,673.00	22,673.00
- 4102 Federal/Other Funds	22664	DPH22664LHD2018	22,673.00	22,673.00
5000 DIRECT EXPENSES			22,673.00	22,673.00
- 5100 SALARIES			14,877.00	14,877.00
- 5101 Staff Salaries & Wages			14,877.00	14,877.00
- 5200 FRINGE BENEFITS			3,353.90	3,353.90
- 5500 TRANSPORTATION			545	545
- 5504 Mileage Reimbursement			545	545
- 5600 MATERIALS AND SUPPLIES			2,152.10	2,152.10
- 5605 Printing, Publication & Reprod			2,152.10	2,152.10
- 5900 OTHER EXPENSES			1,745.00	1,745.00
- 5901 Communications			845	845
- 5908 Office Supplies			149.998	149.998
- 5990 Other (specify in narrative)			750	750
Budget Total				
INCOME / EXPENSE SUMMARY				
- TOTAL INCOME			22,673.00	22,673.00
- TOTAL EXPENSES			22,673.00	22,673.00
- EXCESS / SHORTAGE			0	0
CONTRACT MANAGEMENT INFO				
- CONTRACT FUNDING PERCENTAGE			100	100
- A&G PERCENTAGE			0	0

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **"Bid"** shall mean a bid submitted in response to a solicitation.
 2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 5. **"Client"** shall mean a recipient of the Contractor's Services.
 6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
 8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
 9. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
 10. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, Insurrection or war.
 11. **"Confidential Information" (formerly "Personal Information")** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as "confidential" or "restricted."

Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **"Confidential Information Breach" (formerly "Personal Information Breach")** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
15. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103, through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

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

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

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

4. **Federal Funds.**
- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
 - (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
 - (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed

by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related

through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

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

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

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

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

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

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or

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

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract, and shall not be limited by reason of any insurance coverage.

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

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

does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

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

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

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

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

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

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

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

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

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

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

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

1. Contract Amendment.

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

General the term of the contract shall be in accord with the provisions of the approved amendment.

- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.

- (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
- (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.

- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

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

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

6. **Ending the Contractual Relationship.**

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least ninety (90) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the

Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than ninety (90) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1)** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2)** Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3)** Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4)** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5)** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6)** Business Associate agrees, in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate, agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (7)** Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8)** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9)** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10)** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate:
 - (A) restrict disclosures of PHI,
 - (B) provide an accounting of disclosures of the Individual's PHI,
 - (C) provide a copy of the Individual's PHI in an electronic health record, or
 - (D) amend PHI in the Individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last

known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g)(16)(C) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.

 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (I) Miscellaneous Sections.

 - (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
 - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
 - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
 3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
 4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
 5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:

- (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 C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b)
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars

(\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," reprinted below.

The Remainder of this Page is Intentionally Blank



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

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

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

[X] Original Contract
(#DPH2019-0082)
[] Amendment #_____
(For Internal Use Only)

SIGNATURES AND APPROVAL

The Contractor ☐ IS or ☒ IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

City of Norwalk

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

Agency

Connecticut Department of Public Health

Agency Name

Signature (Authorized Official)

Date

(Typed/Printed Name and Title of Authorized Official)

Connecticut Attorney General (Approved as to form)

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official

SOLE SOURCE PROCUREMENT REQUEST

Date - 12/19/2018

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

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

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

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

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

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

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

Deanna D'Amore

Print and sign in blue ink
Do not use a pen or marker
Do not use a stamp

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Signature

Signature



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

December 13, 2018

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

Dear Jason,

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

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

Sincerely,

Joseph Giliberto



A DIVISION OF PEMBERTON FABRICATORS INC.
PO BOX 828477, PHILADELPHIA, PA 19182-8477
t. 609-267-0922 f. 609-261-2546

Quote Prepared For

CITY OF NORWALK

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

NORWALK, CT 06856-5125

Phone 203 854-7886
Fax 203 854-7934

QUOTE

Number PEMQ1145

Date Nov 6, 2018

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Your Sales Rep



Ronald Gibson
609-267-0922 ext 117
rgibson@seraphinusa.com

SERAPHIN VOLUMETRIC CALIBRATION TRAILER

CITY OF NORWALK

PEMQ1145 Nov 6, 2018

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
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100 GALLON SERIES "J" BOTTOM DRAIN PROVER

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

TRAILER

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

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

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE
			SHIPPING AMOUNT: \$2,700.00
			TAX AMOUNT: \$0.00
			UNIT AMOUNT: \$27,841.00
			GRAND TOTAL: \$30,541.00

DELIVERY 14-16 WEEKS AFTER RECEIPT OF DEPOSIT

CUSTOM ORDER

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

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

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

All other orders require to be paid 100% before shipping

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

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

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

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

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

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

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

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

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

All Checks Should be Made Payable to Pemberton Fabricators Inc.

Approval Signature

Date

Printed Name



A DIVISION OF PEMBERTON FABRICATORS INC.

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

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

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

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

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

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

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

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



A DIVISION OF PEMBERTON FABRICATORS INC.

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

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

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

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



A DIVISION OF PEMBERTON FABRICATORS INC.

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

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

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

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

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

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

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



A DIVISION OF PEMBERTON FABRICATORS INC.

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

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

Payment may be made via Check, Money Order or Bank

Wire:

Wire Info: Account Name = Pemberton Fabricators

PNC Bank

ABA #031000053

1600 Market St.

Acct #86-13542263

Philadelphia, PA 19103

Swift #PNCCUS33

+215-585-6801 Tele

***US Dollar Account**



VII.B

Norwalk Water
Pollution Control
Authority
www.wpcanorwalk.org

MEMORANDUM

TO: Common Council Members
Public Works Committee Members
WPCA Board Members

FROM: Ralph Kolb, Sr. Environmental Engineer, WPCA

CC: Lisa Burns, Principal Engineer
Chris Torre, Superintendent of Operations
Mark McCormick, WPCA Senior Consultant

DATE: January 25, 2019

REASON: Norwalk Water Pollution Control Authority
FEMA Grant Programs

The Water Pollution Control Authority (WPCA) as the City of Norwalk (Subapplicant) has applied for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) and FEMA Pre-Disaster Mitigation (PDM) Grant Programs for projects at the Keeler Brook Pump Station and Five Mile Pump Station. Federal share is available for up to 75% of the eligible activity costs. This is a great opportunity for the WPCA to receive up to \$2.4MM in Federal share grants.

The FMA grant program provides funding to states, tribal governments, and local communities to assist with efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). The FMA program is focused on mitigating repetitive loss (RL) and severe repetitive loss (SRL) properties.

The PDM grant program is very similar to the FMA grant program. The main difference between the two programs is from where the funds come from. PDM grant funding comes from money collected through the National Flood Insurance Program (NFIP). A portion of the collected money funds the PDM grant program.

Keeler Brook Pump Station

The Keeler Brook pump station is located at 473 Connecticut Avenue. The Keeler Brook Pump Station is located within flood Zone AE (EL 88 Feet) associated with the 100-year Base Flood Elevation (BFE) of Keeler Brook, as identified on the 2018 FEMA Public National Flood Hazard Layer mapping. The pump station is located within both the floodway and floodplain FEMA hazard zones. Based on the FIRM mapping and field observations the access hatches are estimated at elevation 86, which is 2 feet below the BFE. All pump station equipment, electrical panels and control panels are located inside the pump station below the 100-year BFE. The pump station is not protected against equipment damage that may occur during a 100-year flood event.

The proposed mitigation activity consists of the relocation of the Keeler Brook Pump Station out of the Keeler Brook floodway, and the raising of the new pump station above the 500-year flood elevation to flood proof the station from the 500-year storm. The existing station would be demolished and infilled, and a new station would be constructed approximately 100 feet away, within



the 100-year floodplain of Keeler Brook. The proposed new location is approximately 100-feet south west of the existing station, and will keep the pump station on the same parcel of land.

In addition to relocating the Keeler Brook Pump Station, other proposed protective measures will include the installation of four submersible pumps that have the ability to operate in flooded conditions, and the relocation of all electrical equipment, controls, and generator above grade on a new concrete slab that will be raised above the 500-year flood elevation. A new Electrical Building will be constructed on this slab and the new generator will be installed on this slab in an exterior sound-attenuating enclosure. A new transformer will be provided, and this transformer will be installed on a new pad to keep this equipment above the 500-year flood elevation. This option will ensure that this critical facility is out of the regulatory floodway and protected up to a 500-year storm event. The pump station will continue to operate without interruption, preventing consequences associated with flood damage and sanitary sewer surcharge.

Total Project Cost Estimate: \$3,000,000

Five Mile Pump Station

The Five Mile pump station is located at 770 Connecticut Avenue. The station is located within the 500-year floodplain of the Five Mile River. The pump station does not pose any flood proofing features and is vulnerable to damage from flooding. The Five Mile River Pump Station is a critical structure that is required to provide uninterrupted service to maintain the sanitary sewer system. If the pump station were to lose power or fail to operate due to flood water damage, the pump station structure would quickly surcharge with wastewater. The environmental and financial consequences of a pump station service failure are significant, and need to be prevented.

The Five Mile River Pump Station Upgrade will include multiple flood proofing protective measures to protect the sanitary sewer system and sewer pump station equipment. These sanitary sewer system protective measures include the construction of a knee wall at the south side of the property, the installation of watertight manhole covers and access hatches, the sealing of unused penetrations and lifting of active vents and drainage penetrations, the installation of submersible pumps that are able to operate in flooded conditions, and the installation of flood level sensors within the pump station dry pit.

Total Project Cost Estimate: \$180,000

Protection/Mitigation Benefits

Through the relocation of the Keeler Brook Pump Station out of a floodway and installation of proposed flood proofing improvements at the Five Mile River Pump Station, the loss of property as a result of natural disasters, and the risk of damage to private and public facilities will be significantly reduced.

This mitigation activity will offer long-term financial benefits to the community, because it will prevent the costs of flood damage to critical sanitary sewer facilities. The estimated cost of damages to the community by the FEMA Benefit Cost Analysis is approximately seven million dollars for each pump station site. This estimate includes the cost of the loss of sewer utility service, environmental cleanup, lost equipment, floodway damages (Keeler Brook PS), and bypass pumping. In addition to long-term financial benefits, this mitigation activity also promotes resiliency in the community because it involves the flood proofing of a public utility that serves the community.

Authorization Request

The WPCA is requesting the Common Council, Public Works Committee and WPCA Board members to authorize the Mayor to execute any and all documents between FEMA and the WPCA in connection with the various grant applications.



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E. - Principal Engineer

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

REF: Items To Be Included On February 5, 2019 Public Works Committee Agenda

DATE: January 25, 2019

I have three items that I am requesting to have included on the agenda for the February 5, 2019 Public Works Committee meeting. I have listed the three items below.

1.) PUBLIC HEARING

Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the Committee may deem advisable. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

2.) APPROVAL/AUTHORIZATION

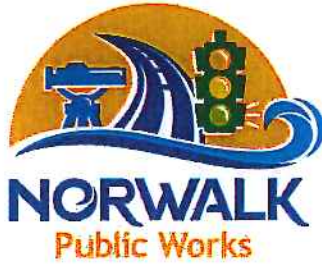
Approve the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City

property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue subject to an easement for the existing Norwalk River Valley Multi-Purpose Trail.

3.) APPROVAL/AUTHORIZATION

Authorize the Mayor, Harry W. Rilling, to execute any and all necessary or desired documents in connection with the finalization of the discontinuance and release of the City's interests in the discontinued roadway, including a general release to release any interests that the City may have in the property comprising the abandoned portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue subject to an easement for the existing Norwalk River Valley Multi-Purpose Trail.

If you have any questions, please do not hesitate to contact me.



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Room 225
Norwalk, CT 06856-512
P: 203-854-7791 / F: 203-857-0143

January 22, 2019

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT – Abandonment/Discontinuance of a Portion of Stevens Street

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0). Said portion of Stevens Street to be abandoned shall be incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue and shall be subject to an Easement for the existing Norwalk River Valley Multi-Purpose Trail.

Reference is hereby made to a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company, Wilton, Connecticut, entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue.

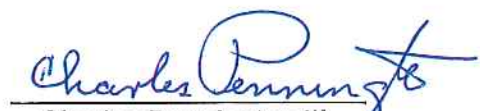
It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law, at no cost, onto the owners of said abutting City properties on the north side of the center line of the right-of-way.

We, the Freeholders, recommend that no benefits or damages be assessed as a result of this action.

Respectfully Submitted,


Larry Ruttenberg


Kevin Poruban


Charles Pennington III



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Lisa Burns, P.E.
Principal Engineer

FROM: Paul L. Sotnik, P.E. *P.L.S.*
Senior Civil Engineer

REF: Mail List – Freeholders Report Public Hearing - Abandonment of a Portion of Stevens Street

DATE: January 25, 2019

I have listed below, all of the people who were mailed by Certified Mail, invitation letters for the Public Hearing for the Freeholders Report concerning the abandonment of a portion of Stevens Street.

Power Test Realty Company LTD Part.
C/O Getty Properties, Corp.
125 Jericho Turnpike, Suite 103
Jericho, NY 11753
(For 331 West Avenue)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 2 Maple Street)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 370 West Avenue)

The Norwalk Hospital Association
43 Stevens Street
Norwalk, CT 06850
(For 394 West Avenue)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
Office of Rails
Union Station – 4th Floor West
50 Union Avenue
New Haven, CT 06519

Mr. Robert Ike
State of Connecticut
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 01606
(For D.O.T.)

Ms. Julie Thomas
State of Connecticut
Department of Transportation
4 Brewery Street
New Haven CT 06519
(For D.O.T.)

Mr. Theodore Smigelski
State of Connecticut
Department of Transportation
Office of Rails
Component Change Out Bldg.-- 4th Floor
4 Brewery Street
New Haven CT 06519
(For D.O.T.)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For 340 West Avenue)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For 350 West Avenue)

Ms. Donna I. King
City Clerk
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, CT 06851-5125
(For Mathews Park)

Sample Letter



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

January 22, 2019

Sent Certified Mail: 7010 0290 0000 5118 7399

Power Test Realty Company LTD Partnership
C/O Getty Properties Corp.
125 Jericho Turnpike, Suite 103
Jericho, NY 11753

Re: Freeholders Report Public Hearing - Abandonment of a Portion of Stevens Street – 331 West Avenue

Power Test Realty Company:

On January 8, 2019, the Common Council of the City of Norwalk approved the necessity for the abandonment of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue, and appointed a committee of Freeholders to assess benefits and damages associated with the said abandonment. As one of the abutting property owners, you are hereby notified and invited to the Public Hearing for the Freeholder's Report concerning the said abandonment. At this Public Hearing, all interested parties are invited to voice their opinions and any objections to the report of the Freeholder's in relation to this abandonment as it relates to the best interests of the citizens of the City of Norwalk. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225 on the 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

If you have any questions prior to the meeting, please contact me at (203) 854-7891.

Sincerely,

Paul L. Sotnik, P.E.
Senior Civil Engineer

CC: Lisa Burns, P.E. – Principal Engineer
Public Works Committee

ACTIVITY: Construction of a new single-family residence, with associated on-site septic system, stormwater drainage, and lawn installation, adjacent to a wetland and watercourse

DECISION: Permit #D18-491 APPROVED with conditions

The full record of this action is available for public review at the Conservation Office, Room 215, City Hall, 125 East Avenue, Norwalk, CT.

LEGAL NOTICE

The Wilton Inland Wetlands Commission took the following ACTION on January 10, 2019

MODIFY, CEASE & DESIST ORDER, BIVONA - 115 Pine Ridge Road, Wilton, CT (Assessor's Map #19, Lot#39). The modified order allows the owner to continue the emergency work to avoid further runoff from flowing into the septic fields.

The full record of the Commission's action is available for public review at its offices in the Town Hall Annex at 238 Danbury Road, Wilton, CT.

Dated this day January 11, 2019 at Wilton, CT

Rich Stow
Secretary



Have a tag sale and
advertise it here.
203-333-4151

More Classified
on page B9

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Public Works Committee of the Norwalk Common Council will hold a Public Hearing to hear the Freeholder's Report and any Public comment on said Report for the abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0) as depicted on a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue. The Public Hearing shall be conducted in order to hear all parties interested in commenting on the acceptance of such report, determine if the Freeholder's Report is in the best interests of the City and to take such action on said report that the committee may deem advisable. The Public Hearing is scheduled for Tuesday, February 5, 2019 at 7:00 P.M. in Room 225, 2nd floor in Norwalk City Hall, 125 East Avenue, Norwalk, CT.

Dated this 23rd Day of January, 2019, at Norwalk Connecticut

ATTEST:

Donna I. King, City Clerk

January 22, 2019

Honorable Mayor and Members
Of the Common Council
City Hall
125 East Avenue
Norwalk, CT 06856

FREEHOLDERS REPORT - Abandonment/Discontinuance of a Portion of Stevens Street

Ladies and Gentlemen:

We, the undersigned Freeholders, appointed by your Honorable Body, do hereby assess benefits and damages resulting from the proposed street abandonment/discontinuance of a portion of Stevens Street beginning at the easterly boundary of the City property located at 340 West Avenue (Tax Lot 1-8-15-0) and heading west to the westerly boundary of the City property located at 350 West Avenue (Tax Lot 1-8-39-0). Said portion of Stevens Street to be abandoned shall be incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue and shall be subject to an Easement for the existing Norwalk River Valley Multi-Purpose Trail.

Reference is hereby made to a map prepared by Ryan and Faulds Land Surveyors, A Redniss & Mead Company, Wilton, Connecticut, entitled "Property Survey Abandonment Map Of A Portion Of Stevens Street, Norwalk, Connecticut," dated October 4, 2018, at a scale of 1" = 20' on file in the Department of Public Works indicating said portion of Stevens Street to be abandoned and incorporated into the existing City properties located at 340 West Avenue and 350 West Avenue.

It is envisioned and intended by the parties hereto that title to any such abandoned public street will devolve, pursuant to common law, at no cost, onto the owners of said abutting City properties on the north side of the center line of the right-of-way.

We, the Freeholders, recommend that no benefits or damages be assessed as a result of this action.

Respectfully Submitted,

Larry Rutenberg

Kevin Poruban

Charles Pennington III

MANTIS HOME IM PROPERTY MANA TURE, SHRUB, AND ORN

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Call To

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM 2018-2019

VII.C

PLEASE PRINT

ORGANIZATION NAME: MBI - NHS Marching Band PERSONAL/FAMILY _____
COMPANY/BUSINESS _____
NON-PROFIT (501 C3) Yes ☒ No ☐

NAME OF BENEFICIARY: MBI Is this an Annual Event: Yes ☒ No ☐ # of years 15

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Stan Remson TITLE: President

YOUR NAME: Vicky Cook TITLE: Committee Chair

ADDRESS: 24 France St E-MAIL ADDRESS: Vicky@vickycork.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: N/A BUSINESS PHONE: N/A CELL: 203 981 9443

FACILITY REQUESTED: NHS / Parking lot FACILITY & EVENT INFORMATION
OF PARTICIPANTS: 2500 Staggered

EVENT: NHS Winter Guard Percussion DATE REQUESTED: 3/23/19

SET UP TIME: 8 AM STARTING TIME: 1 pm BREAKDOWN TIME: 9 pm END TIME: 9 pm RAIN DATE: N/A

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒ (RAIN DATE FOR BEACH RENTALS ONLY)

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCL
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE
ADDITIONAL EQUIPMENT, I.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION &
SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT
PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTI

Need to add
NHS Field
" School

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☐ NO ☒

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒
WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND
REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒ N/A
If yes, name of person(s): _____ Each group should have accessible a list with all the children's names that are attending
the outings for accountability in case of emergency.

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: [Signature] DATE: 12/12/18

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES ☐ NO ☐ N/A _____



VII.D

CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
alo@norwalkct.org P: 203-854-7877

Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE

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

RE : **DISPOSITION OF WEST AVENUE PARKING LOT
(#340 & #350 WEST AVENUE)**

DATE: DECEMBER 5, 2018

In response to the City's Request for Proposals, the City's Purchasing Department received one proposal on October 29, 2018 for the disposition of city owned West Avenue parking lot located directly across from the main entrance to Mathews Park. This parking lot consists of two parcels identified on Norwalk Tax Assessor's map as District 1, Block 8, Lot 15 & 39. The addresses of the properties are 340 and 350 West Avenue. Currently, this parking lot has approximately 50 parking spaces.

The proposal was submitted by Norwalk Hospital Association who is the current property owner of the old YMCA property. With the acquisition of the parking lot, Norwalk Hospital proposes to develop a mixed-use "Center for Healthy Living". This development will include medical offices, assisted living and memory care senior living facilities, and a center for wellness promoting healthy living. Attached are excerpts from the proposal. Norwalk Hospital is offering appraised value for the parking lot. It is important to note that the properties were surplus properties from the construction of Route 7 and abandoned Stevens Street. The State placed a public use restriction on the properties when the City acquired the properties. Therefore, as part of the disposition, the City will coordinate with the State to remove the deed restriction, to complete the roadway abandonment process and to modify the property lines necessary to establish a consistent right-of-way width for the existing bike trail.

The proposed disposition had been a topic of discussion at recent Land Use and Building Management Committee meetings. Subsequent to Committee discussions and responses from the Hospital, the following are the latest terms and conditions:

- Purchase price will be at the appraised value of \$950,000 with the City providing a payment to the State for the release of the Deed Restriction in the amount of \$176,000;
- The City will waive its Rights of First Refusal for the purchase of the two small State owned areas along the bike trail;
- The State and/or the Hospital will provide the City with various easements necessary to maintain the width of the bike trail;
- The Hospital shall obtain a U.S. Department of Interior, Level III historical report. Additionally, within the interior of the new development, the Hospital shall incorporate a photo gallery and displays of architectural elements with historical value to document some of the historical significant structures on West Avenue, including the structures currently on the site, as well as the overall historic character of the area;
- The Hospital shall execute a mutually acceptable lease agreement with the City for the continued use of the parking lot for Mathews Park special event overflow parking prior to the start of construction. Additionally, the Hospital shall execute a mutually acceptable 99-year lease agreement with the City to provide 50 parking spaces within its parking structure for Mathews Park special event overflow parking upon completion of construction; and
- Complete roadway abandonment process of Stevens Street in order to provide clear title for the parking lot.

ACTION REQUESTED:

- a. **Review and recommend approval of the proposed disposition of West Avenue Parking Lot (District 1, Block 8, Lot 15 & 39 - 340 and 350 West Avenue) to Norwalk Hospital Association;**
- b. **Refer recommendation to the Planning Commission for Section 8-24 Review;**
- c. **Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary for the disposition of West Avenue Parking Lot (District 1, Block 8, Lot 15 & 39 - 340 and 350 West Avenue) to Norwalk Hospital Association. Terms and conditions shall be as outlined in Alan Lo's memo as amended on December 5, 2018.**

Experience: Purchaser has extensive experience in development and construction of medical facilities on its hospital and network campuses in Norwalk and throughout western Connecticut. Examples of such projects as set forth on Exhibit B attached.

Use: The Property is adjacent to the YMCA parcel (370 West Avenue) currently owned by Purchaser. The purpose of the acquisition of the Property that is the subject of this RFP, (District 1, Block 8, Lots 15 and 39) is to aggregate the 0.48 +/- acre Property with the YMCA parcel and develop the combined site into a mixed-use "Center for Healthy Living" project (the "Project"). The Project will also include two parcels of land owned by the State of Connecticut, which equal approximately .20 acres within the site. The aggregation of the various parcels will result in a 2.92 acre site for the development of the Project. Once the underlying parcels are acquired from the State and the City, Purchaser intends to enter into a long-term ground lease with Maplewood Norwalk Development, LLC (an affiliate of Maplewood Healthcare, LLC) the master developer of the Project. Maplewood Healthcare is an integrated medical office and healthcare developer and real estate partner for health systems, hospitals, medical groups and academic medical facilities providing long term solutions to the ever-challenging landscape of healthcare climate changes. It has developed and managed parcels in Darien, Danbury and in other Connecticut and national communities

The 254,000 rentable square foot Project is intended as a mixed-use "Center for Healthy Living" development, structured with a condominium regime consisting of approximately 154,000+/- rentable square feet of medical office, 72,600+/- rentable square feet of senior living, including assisted living and memory care and 17,000+/- rentable square feet of a center for wellness promoting healthy living, along with a shared parking structure and lobby. Purchaser will be the sole tenant for the medical office component of the Project, consisting of quality clinical space for multi-specialty practices and an additional variety of medical services, including without limitation, radiology, pediatrics, pulmonary, obstetrics, cardiology and primary care. Maplewood Senior Living will be the sole tenant in the senior living component of the Project, consisting of approximately 72 resident rooms and other complimentary senior living uses. The tenancy for the retail component is to be determined but will be a wellness center with a mix of services to foster interpersonal connections and intergenerational interaction to intermingle with, and complement, the surrounding neighborhoods.

Projected Costs: The anticipated development cost of the Project is as follows:

Hard Costs:	\$93,500,000.00
Soft Costs:	\$7,500,000.00
Entitlement/Acquisition and other costs	\$3,000,000.00
Total Costs	\$104,000,000.00

Schedule: The anticipated development schedule of the Project is as follows:

Closing Date:	January 2019
Entitlements:	June 2019 - September 2019
Building Design:	November 2018 – December 2019
Pre-construction:	November 2018 - December 2019
Demolition:	June 2019 - September 2019
Construction:	September 2019 – Third Quarter, 2021
Project Completion:	Third Quarter, 2021

Approvals/Permits: Purchaser acknowledges that the Property is located in the Central Business Design District Subarea B Zone ("CBDB") and that further approvals and permits will be required to complete the Project. The contemplated components of the project are uses permitted by special permit in the CBDB zone. Since a portion of one of the parcels to be acquired from the State of Connecticut is currently zoned AAA Residence, an application for zone change from AAA Residence to CBDB must be submitted and approved. The application for zone change must be reviewed and acted upon by the Planning Commission and then reviewed and acted upon by the Zoning Commission. Both the zone change and special permit applications have mandatory public hearings. It is anticipated that the process to secure approvals from the Zoning Commission for the zone change and special permit, which will be reviewed simultaneously, will take 3-4 months after the filing of a complete application accompanied by survey, site plan, civil engineering plans, architectural floor plans, elevations and sections, landscape/lighting/signage plans, traffic and drainage reports, among other documents. At the same time, the Project will undergo review (with plan revisions) by various municipal departments including, but not limited to, fire, public works, health, redevelopment, First Taxing District water department and Water Pollution Control Authority. It is likely that the chief building official of the City of Norwalk will also conduct a Code Enforcement Administration Committee ("CEAC") meeting, and peer review on architecture and traffic will likely be imposed by the Zoning Commission. Moreover, the State of Connecticut, Department of Transportation Office of State Traffic Administration ("OSTA") will also review the project for the purposes of issuing an OSTA approval. That process will commence prior to or at the time of filing of the zone change and special permit applications and will conclude after an approval is granted by the Zoning Commission.

Architect: Gensler Architecture, Design and Planning, P.C. has been selected to provide design services for the Project. Gensler is a global architecture, design, and planning firm and is widely recognized as the world's leading collaborative design firm with extensive experience in the design of innovative health care and senior living facilities.

Construction: The proposed construction methodology for this property will involve a single builder/general contractor that will engage subcontractors as necessary.

Value to City: Purchaser recognizes and appreciates the obligation of the City to evaluate Purchaser's proposal based on the best interest of the City. As the City evaluates Purchaser's proposal in light of criteria such as (i) overall urban development/improvement goals; (ii) secondary benefits relating to potential positive impact on nearby developments and financial benefits to the City; and (iii) social and community benefits from the development of these parcels, Purchaser requests that the City consider the following:

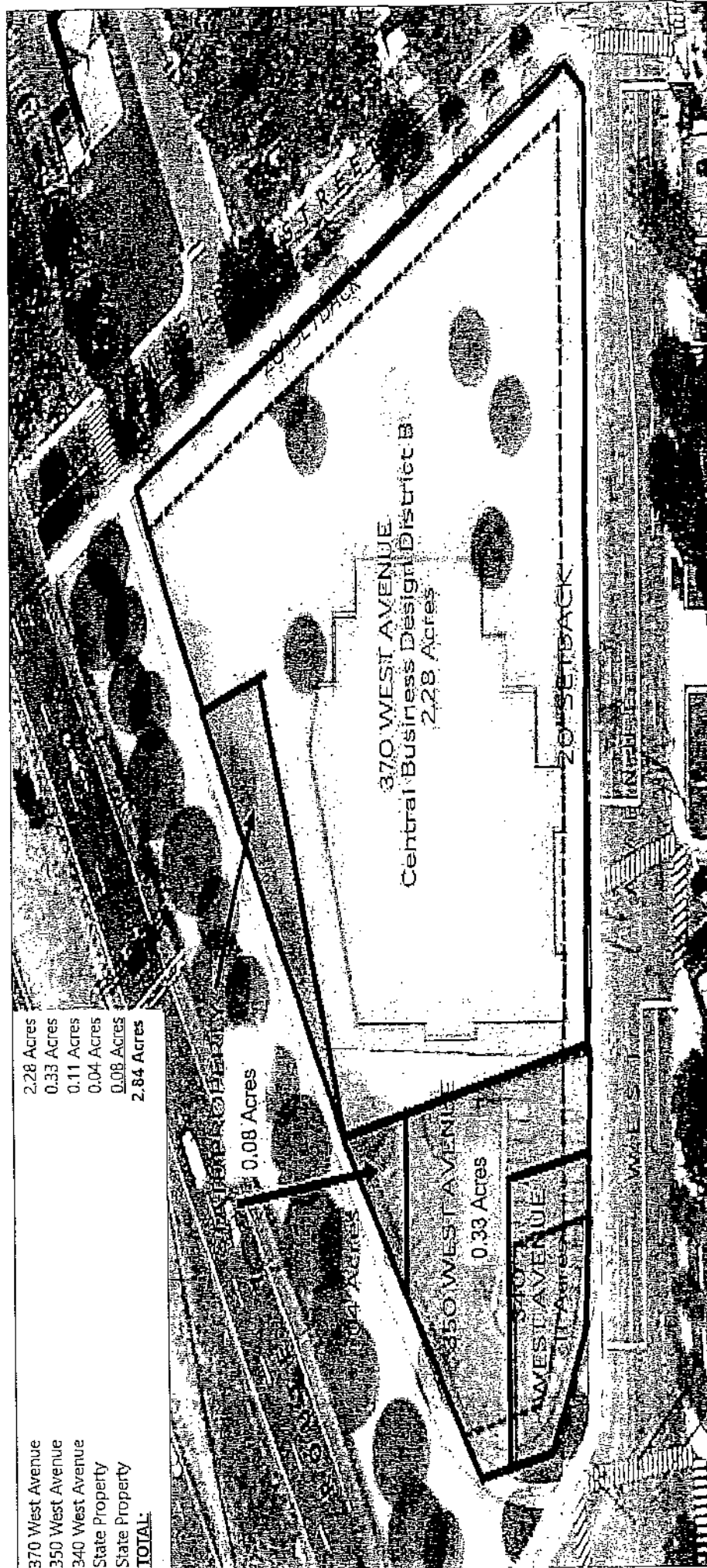
- The Project will enhance and become an integral aspect of the new and anticipated development and improvements along the West Avenue development corridor in Norwalk by virtue of the services provided through the medical and retail aspects of the Project. Further, the connectivity with the surrounding community that is being consciously designed into the Project exemplifies modern urban development standards and goals.
- Purchaser anticipates that in addition to construction and other jobs typically generated by the construction of a \$100,000,000+ project, the completed Project will generate approximately 300-350 new permanent jobs in Norwalk between the medical, senior living and retail components of the Project.
- Purchaser anticipates that in addition to the tax revenue generated by the purchase of goods and services required for the construction of a \$100,000,000+ project, upon completion, the Project will also produce approximately \$1,000,000 in new annual tax revenue for the City.
- The Project will support places for social interaction, preventative healthcare and medical treatments, wellness education and counseling, continuing education and general fitness.
- The Project will help bridge the gap between senior living and healthcare sectors, and go beyond the typical provision of clinic and exercise spaces to address dimensions of the whole person - wellness, emotional, environmental, intellectual, physical, occupational, spiritual, social and financial.
- The Project is being designed to address changing consumer demands, leverage partnerships, reach a greater cross section of the community, offer greater choice, and to create a differentiator from the competition. By combining various programs, services and spaces that support the whole person wellness, this new building typology has evolved to address many issues facing the industry today including longer life expectancies and the rapid aging of America; a new definition

of health that consider not just living longer but living long and well; a changing market that is interested in greater choice, opportunities for engagement, and alternatives to traditional healthcare models; the growing costs for care and changes in reimbursement; seniors aging in community; and the need for care/service providers to offer products that are economically, socially and environmentally sustainable.

- The development will be a community hub that connects and brings people together in a sustainable environment that fosters interpersonal connections and community vitality creating a seamless transition from illness to wellness leveraging partnerships and engaging the surrounding neighborhoods to expand service delivery, support aging in community, and promote naturally occurring intergenerational interactions.

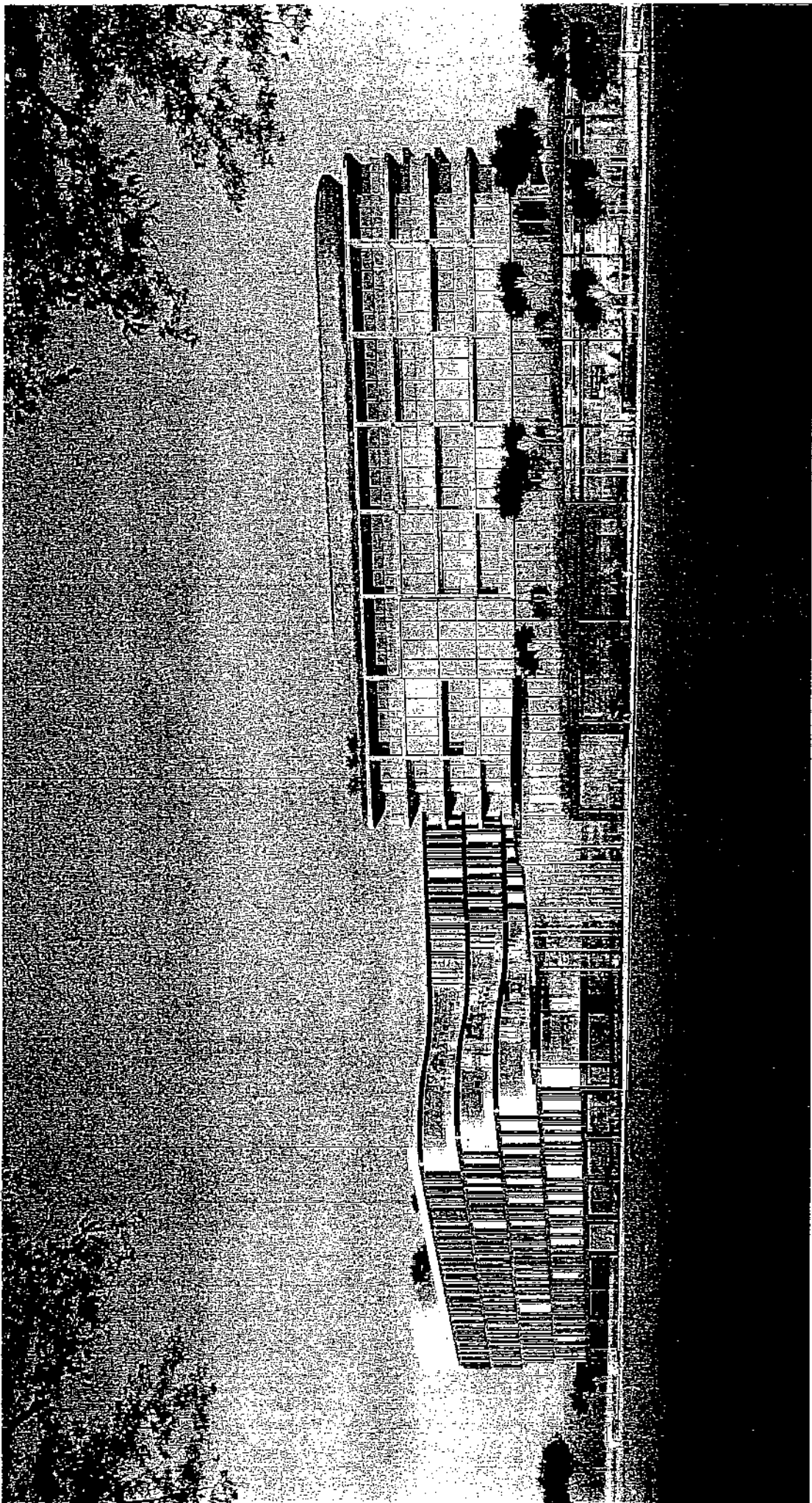
Next Steps:

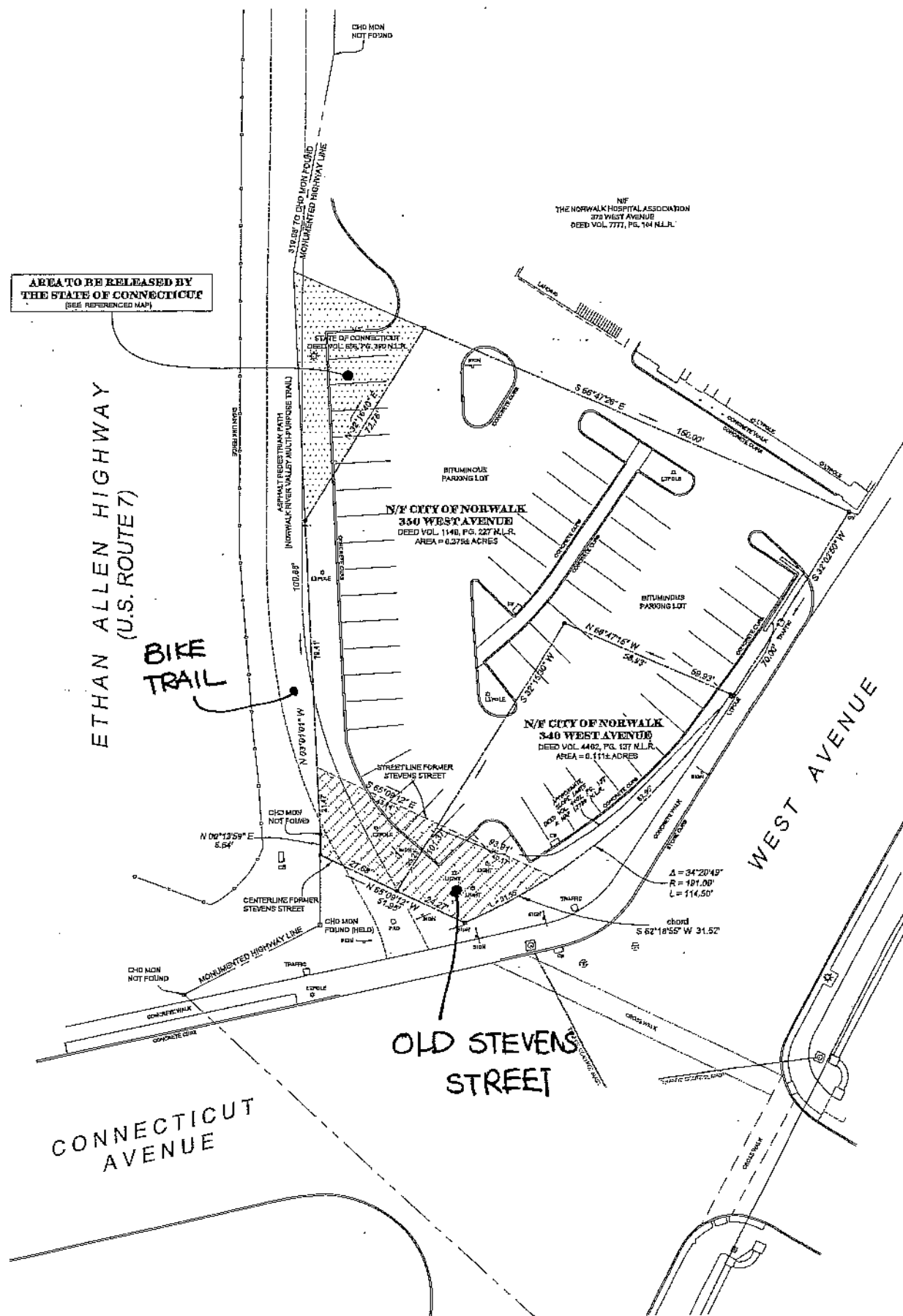
Purchaser looks forward to the City's review process and hopes to have the opportunity to assist with the City's review by way of providing additional information as requested and/or in-person interviews. Ultimately, Purchaser is committed to working with the City to complete the contracting process in a professional and reasonable manner and to promptly and efficiently close on the Property.



2.28 Acres
0.33 Acres
0.11 Acres
0.04 Acres
0.08 Acres
2.84 Acres

370 West Avenue
350 West Avenue
340 West Avenue
State Property
State Property
TOTAL:





TO: Alan Lo

FROM: Christine Bradley

DATE: January 18, 2019

RE: Blue Teapot Café at the Norwalk Public Library

The Norwalk Public Library Board of Directors has accepted a proposal for the operation of a Café at the Main Library.

The café would have similar offerings to the Friends café that the Friends of the library operate twice a year during their book sales. All food except coffee and tea will be prepared offsite and delivered to the café.

The café area will be on the main floor of the library near the copy machines.

Café service hours will be posted by the vendor during most of the library's open hours, which are 9 am – 8:30 pm Monday, Wednesday, and Thursday, 9 am to 5:30 pm Tuesday, Friday and Saturday, and 1-5 pm on Sundays.

Libraries and Food, Perfect Together

Food concessions have become more common in public libraries serving communities like Boston, New York, Darien, Westport, and Stamford.

The library's location in the Wall Street area offers many opportunities for visitors to take advantage of other local eateries and cafes but there is a strong customer base that responds positively to the convenience of having food service available in the library. In fact, in the library planning survey which was just completed by 1800 citizens, a café was the number one answer to the question, "If the Main Library Building is updated, what would you like to see?" We expect the library café to complement the current array of Wall Street eateries.

Library Café Specifications

General Description

Library management envisions a library cafe that provides a comfortable, cozy atmosphere serving great coffee accompanied by beverages and pastries that can be served throughout the day and evening.

Examples of menu items might include muffins, coffee, espresso, tea, bottled water and juices, cookies, homemade cake and pie and specialty desserts. In addition, components of a high tea will be offered providing fresh brewed tea, scones, and tea sandwiches. As the café matures, light foods such as sandwiches and salad can be provided. Pastry will be made fresh daily in the Blue Teapot's commercial kitchen at 314 Wilson Avenue in Norwalk.

The decor of the cafe will be planned in conjunction with the library's staff and will fit with the general decor of the library. The Library reserves the final decision on the design of the cafe and the signage associated with the cafe. Decorative elements and furnishings will reinforce the comfortable relaxed setting.

The Norwalk Public Library is a customer-driven institution with a reputation for attentive, friendly interaction with library patrons, and an instinctive desire to help people find what they need. We expect the same level of service to be available in the cafe. The cafe management should possess two major qualities: a passion for food and zeal for customer service.

Estimated Space:

Approximately 9' X 11', about 100 sq. ft. Sketch attached.

The Cafe Vendor will provide:

- Hand wash sink
- Two basin sink
- Full size refrigerator and small refrigerator for bottled water and beverages
- Coffee urns
- Espresso machine
- Bakery display case
- Counters
- Dishwasher
- Utility drawer for storage
- Flooring and any other changes required by Norwalk Health department
- Plumbing to access water from janitorial closet and to drain waste water
- Basic design plans for the construction of the counter, cabinets and work area
- List of all vendor-supplied countertop equipment proposed. All food service equipment is manufactured and fabricated to meet the standards of the Norwalk Health Department.

The Library will provide:

- Space adjacent to janitorial closet including glassed-in typing room
- Wall space for counter outside library office
- Trash receptacles and trash hauling
- Utilities, including water, electricity.

Business Terms for Café Vendor/Operator

The following general terms will apply to the Library's lease with the café vendor. Specific details will be negotiated as part of the formal lease agreement.

1. Rent

Given the cost of the buildout, which is all on the vendor, the Blue Teapot will pay a rent of \$1/year.

2. Terms

The initial lease will be for a period of one year with an option to renew. The vendor is responsible to obtain all licenses and permits.

3. Insurance

The library will provide the risk management insurance language, including the provision for the operator to carry liability insurance. The insurance will stipulate that the library is not responsible for any theft, damage, or loss of property.

Operating Standards

7. Maintenance:

The vendor will be responsible for keeping the cafe neat, clean and in good repair. The vendor is responsible for meeting health inspection standards and for obtaining all required Health Department approvals prior to the café opening.

9. Employee Standards:

The vendor/operator will recruit, train, supervise, direct and schedule the optimum number of employees to match the work requirements. Public rest rooms will be available for use by cafe employees.

10. Food Quality:

The operator will make efforts to ensure that only the highest quality of food is sold at the library, including but not limited to:

- Coffees of high quality and flavor
- Butter, milk, and milk products shall be USDA Grade A
- Pastries and breads fresh daily
- Best practices in food preparation, handling, storage and removal.

11. Deliveries:

Deliveries will be made through the designated delivery entrance. Deliveries will be carried or hand trucked into the cafe. The Library will not accept deliveries or assume responsibility for any products left in the delivery area.

13. Non-Compliance

Failure to comply with any of the operating standards may result in a fine of \$50 per day, if problems are not addressed within seven days of receiving a formal complaint letter from the library. Termination of the lease agreement may result if the problems persist beyond 15 days of notification.

14. Commercial Vendors

Bank: Peoples Bank, New Canaan branch: Rebecca Reed, Sales & Service supervisor. 203-966-3215

Commercial Kitchen Landlord: Joseph Grasso 203-857-1515

Vendor: Restaurant Equipment Paradise Rick Singer General Manager 203-282-8733

General contractor: Tom Lee Lee's General Contracting Norwalk 203-515-0385

Insurance Agent: Shoff Darby 488 Main Avenue Norwalk 203-354-6200

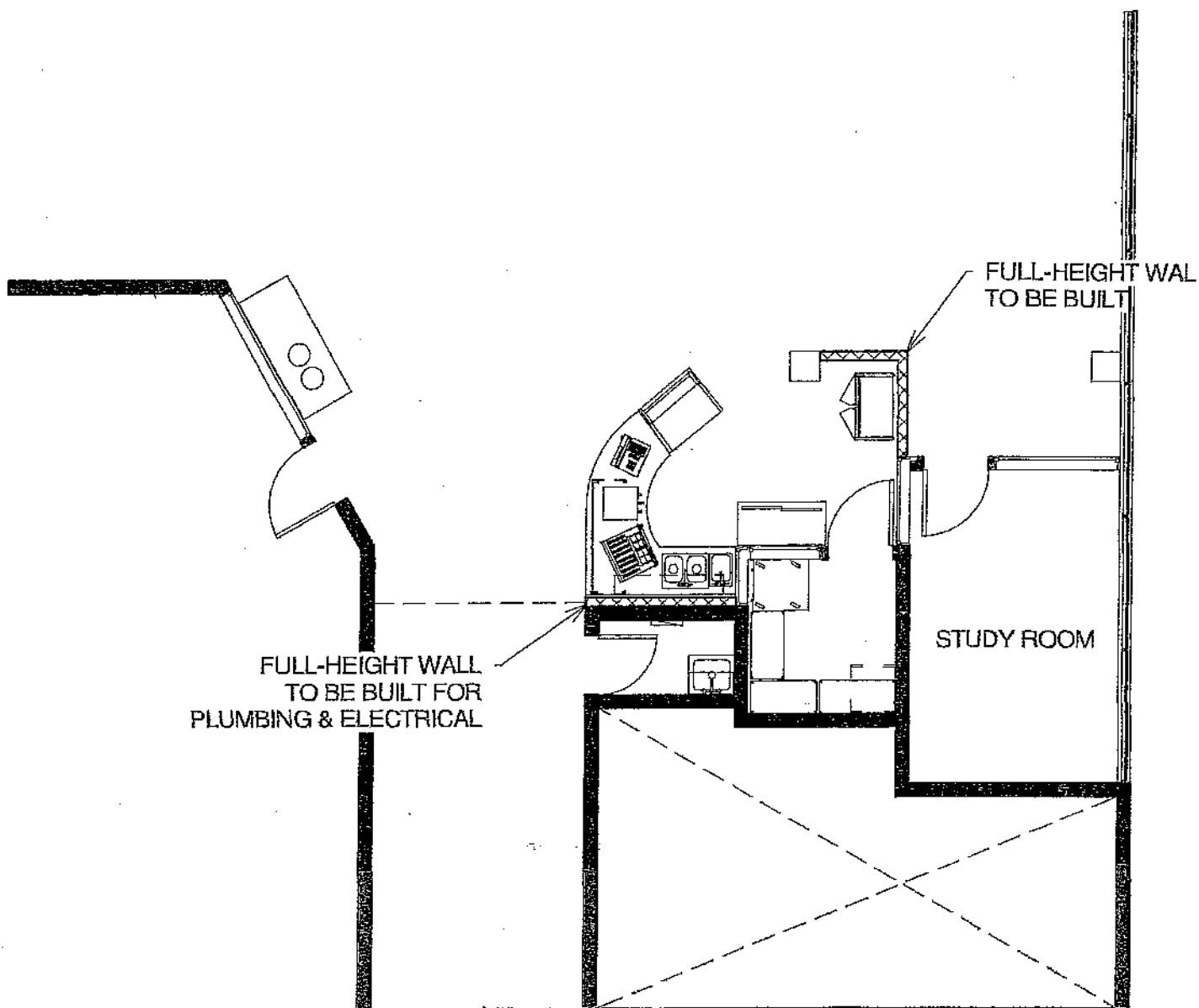
Blue Teapot Café Price list

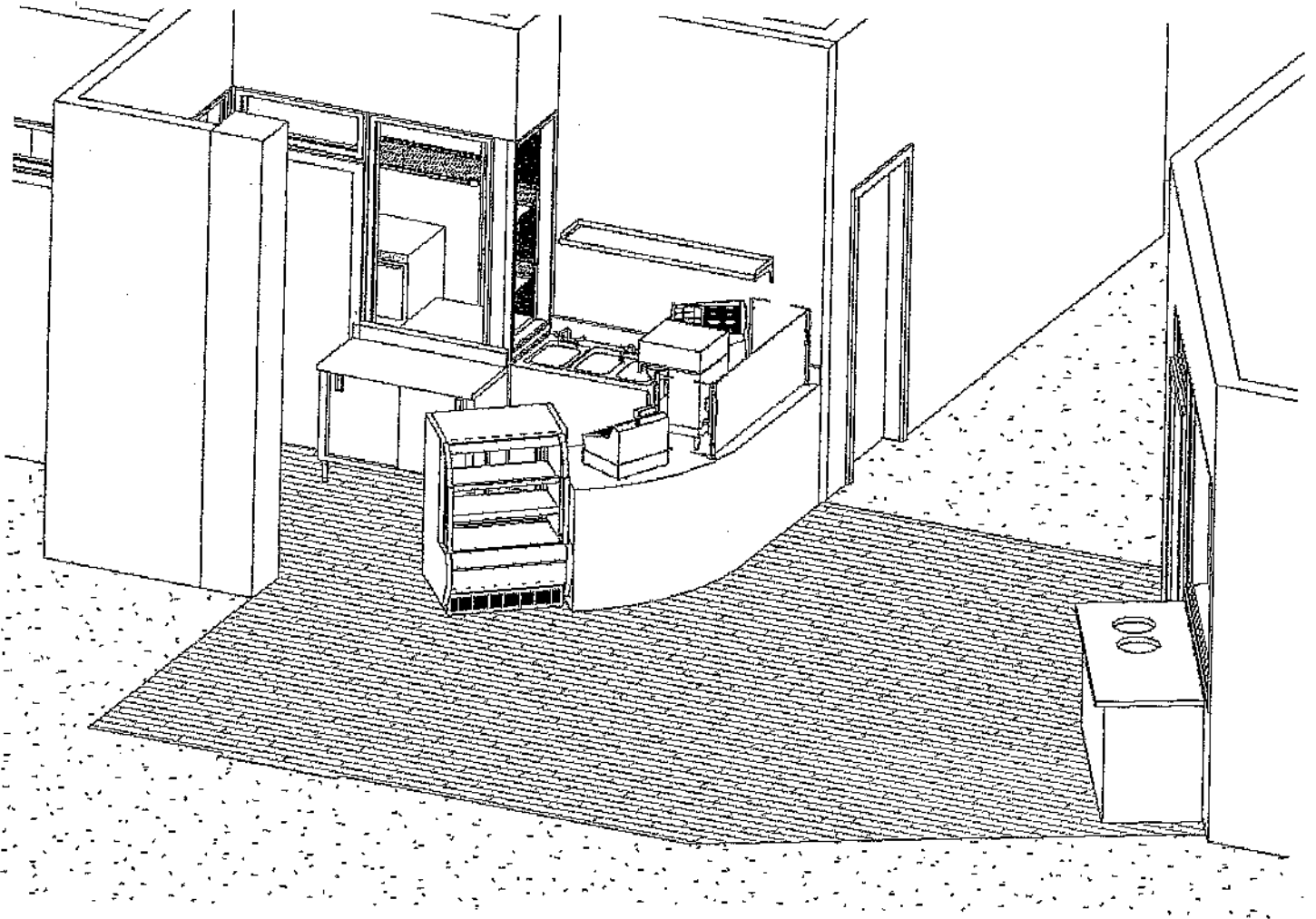
Beverages

Coffee / Decaf	8 oz \$1.00	12 oz \$1.50
Tea	8 oz \$1.00	12 oz \$1.50
Espresso	\$2.00	
Cappuccino	\$2.50	
Water bottle (12oz) (individual bottle)	\$1.00	
Sports beverage (individual bottle)	\$1.50	
Soda (individual bottle)	\$1.25	
Juice (individual bottle)	\$1.50	

Pastry

Slice of Frosted Cake	\$3.50
Slice of Unfrosted cake (coffee cake)	\$2.00
Slice of Pie	\$3.00
Brownies / blondies	\$1.00
Muffins	\$1.00
Scones served with choice of clotted cream, lemon curd, or jam	\$2.50
Small individual tartlets / eclairs	\$1.25 each
Cookies each	Varied prices (.25 to .50 each)
Cookie plate (12 assorted cookies)	\$3.00
Jello	\$1.00





RESTAURANT EQUIPMENT
Paradise

**NORWALK
 PUB. LIBRARY
 CAFE'**

PERSPECTIVE

Project number	...
Date	1/14/2019
Drawn by	ML
Checked by	ML

FS101.2

Scale



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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
NFCC

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

RE : MARITIME AQUARIUM FUNCTIONAL REPLACEMENT
PROJECT

DATE: FEBRUARY 1, 2019

As part of the Walk Bridge Replacement Project, the demolition of the Maritime Aquarium IMAX Theatre is required in order to realign the railroad tracks. Typically, the State would acquire the land by Eminent Domain and pay the landowner the fair market value of the property. However, when a property is owned by a municipality and contributes significantly to the public good, state and federal laws permit the DOT to “functionally replace” the municipal asset – even if the replacement cost exceeds the fair market value. Since the City of Norwalk is the property owner of the Maritime Aquarium at Norwalk (hereinafter the Aquarium), the State DOT has agreed to utilize the “Functional Replacement” program. This allows the state to replace the theatre as well as the relocation of other amenities at the Aquarium which include, but are not limited to the seal tank, Go-Fish tank and Meerkat exhibit. It should be noted that this is the first time the state has ever employed the Functional Replacement program.

In the past two years, the project team (consisting of representatives from the state, city and Aquarium) has expended substantial efforts on the planning and developing of a functional replacement project. While the functional replacement program requires the agreement to be between the State and the City, the team made efforts to allow the Aquarium to take the lead on the project. Therefore, the State, the City and the Aquarium established an implementation structure which provided initial funding directly from the State to the Aquarium. The Aquarium

had the responsibility to select and to manage the contracts with the design team and the construction team.

In the fall of 2018, the project was advertised for bids. The total hard construction costs together with all of the soft costs exceeded the project budget substantially. Subsequent to the bid opening, DOT requested the project to be temporarily put on hold in order to provide an opportunity to evaluate the project scope, design criteria, bid results, completeness of the bid package, effectiveness of the bid solicitation process and availability of redesign options to achieve significant cost savings with minimum impact on project scope.

Based on the project team's findings, we proceeded with the assessment of alternate design options in terms of constructability, building program/scope, impact on the Aquarium's operations during construction, construction phasing, project schedule and total project costs. Concurrently, the State DOT reevaluated the way the Functional Replacement program was operating. The State determined that the three party relationship was too complicated and requested the relationship be restructured with the City having full responsibility on holding and managing the expenditure of funds as well as direct responsibility over all contracts necessary for the implementation of this project. Maritime Aquarium will continue to play an integral role in finalizing the revised building program and design and to provide leadership in the coordination of construction activities and aquarium operations during construction.

The Mayor and city staff agree that a restructuring is in the best interest of the project, as the City has greater expertise and experience in completing large construction projects funded by the state. As the functional replacement agreement has always been between the City and the State with the Aquarium participating by a side agreement, the change in management of the contracts does not increase the City's exposure to any additional liability or costs. The City will manage the project in close collaboration with the Aquarium and the State. The only additional costs to the City will be in the form of staff time - particularly, in the Building Management, Engineering and Law departments.

In order to comply with the State's request to restructure the relationships the following actions by the Common Council are required as the initial steps for the project to resume.

1. The existing Administrative Settlement Agreement between the City and the State will need to be amended to include the following terms:

- Eliminate the pass through of Functional Replacement Funds directly to the Aquarium;
- The City of Norwalk shall have full management and contractual responsibilities on the implementation of the project.

Action Requested:

“Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Administrative Settlement Agreement between the State of Connecticut and the City of Norwalk for the Maritime Aquarium at Norwalk Functional Replacement Project in order for the State to provide funding directly to the City and the City to have full responsibility in the management of the funds and project related contracts necessary to implement the Project.”

2. The existing Finance Agreement between the City and the Aquarium will need to be amended in order to establish the terms for termination of the Agreement:
 - The Aquarium shall have full responsibility in resolving all outstanding matters relating to existing active contracts and to reimburse the State for all non-participating expenditures back into the Functional Replacement Fund account;
 - The Aquarium will no longer have direct management responsibility of future project related contracts;
 - The Aquarium shall continue to cooperate with the State’s auditing process and shall provide all required documents for the State and the City permanent record files;
 - Terminate direct funding to the Aquarium and transfer all unexpended advanced funds to the City per State DOT audit findings as directed by the State DOT;
 - The Aquarium will continue to be an integral partner with the project team in participation with the building design approval process and provide essential coordination functions during the construction process;
 - The City shall make every effort to maintain close relationship with the Aquarium and to take every measure available to support the continued operation of the Aquarium during construction.

Action Requested:

“Authorize the Mayor, Harry W. Rilling, to amend the Finance Agreement with Maritime Aquarium at Norwalk dated August 20, 2018 for the Functional Replacement Project in order for the City to receive the State’s Functional Replacement funds directly and to have full project management responsibilities necessary to implement the Project.”

3. The existing Amended and Restated Lease Agreement with the Aquarium dated December 2, 2014 shall be amended to include the following:
 - Termination of Amendment #1;
 - The Aquarium shall agree to a temporary reduction in the demised premises consistent with the updated project plans;
 - The City and the Aquarium will continue to make every effort necessary to facilitate the development and implementation of the Maritime Aquarium Functional Replacement Project.

Action Requested:

“Authorize the Mayor, Harry W. Rilling, to execute an Amendment to Amended and Restated Lease Agreement with the Maritime Aquarium at Norwalk in order to terminate Amendment #1 and to incorporate new terms for the City to receive the State’s Functional Replacement funds directly and to have full project management responsibilities necessary to implement the Project”

4. With the restructuring of the responsibilities between the City and the Aquarium, the Aquarium shall resolve all open matters with its Architect, Beyer Blinder Belle Architects and Planners LLP (BBB). Moving forward, as BBB was selected through a RFP process, the City will proceed with the execution of a contract directly with BBB for future architectural design services. The scope and costs of their redesign services will depend on the required design changes as result of the ongoing schematic redesign efforts. For the current schematic redesign services, BBB has provided a proposal in the amount of \$25,000 which the State DOT has accepted. Additionally, I would like to request the approval of an interim allowance of \$200,000 for BBB to proceed with design development and construction document phases with the anticipation that upon completion of the current schematic redesign phase, the City, together with the State, will negotiate with BBB for a fee to complete the remainder of their architectural services.

Action Requested:

“Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Beyer Blinder Belle Architects and Planners LLP for the Maritime Aquarium at Norwalk Functional Replacement Project to provide schematic redesign services and allowance for design development and construction document phases for a total not to exceed \$225,000.00. Funds available from the State’s Maritime Aquarium Functional Replacement Grant.”

5. With the restructuring of the responsibilities between the City and the Aquarium, the Aquarium shall resolve all open matters with its Construction Manager - A.P. Construction/O&G Industries as a joint venture. Moving forward, as A.P. Construction/O&G a joint venture, was selected through a RFP process, the City will proceed with the execution of a contract directly with them to provide preconstruction services in the amount of \$118,760 which includes, but not limited to, cost estimating services, value engineering services, constructability review, preparation of construction bid packages, management of bid process and development of project Guaranteed Maximum Price (GMP). Upon completion of the bid process and development of the GMP as the total construction cost, a GMP amendment will be submitted to the Common Council for final approval prior to start of construction.

Action Requested:

“Authorize the Mayor, Harry W. Rilling, to execute a Contract with A.P. Construction /O&G Industries as a Joint Venture for the Maritime Aquarium at Norwalk Functional Replacement Project. Terms of the agreement shall include the following:

- **Preconstruction Services Fee- \$118,760**
- **CM Fee – 2.45%**
- **CM Contingency – 3.00%**

Funds available from the State’s Maritime Aquarium Functional Replacement Grant.”

Please be advised that the Maritime Aquarium Trustees are scheduled to meet on February 5, 2019 to review the proposed restructuring of the project implementation process. In the interest of time, I am forwarding the above to the Land Use and Building Management Committee and NFCC for recommendation on February 6, 2019. Subject to their approval, the Committee will forward the above to the Common Council on February 12, 2019 for approval. I will forward

any comments from the Aquarium Trustees to the Committee for consideration at its February 6, 2019 meeting.

If there are any questions prior to the meeting, please do not hesitate to contact me.

Cc: Mayor Rilling
Laoise King, City of Norwalk
Lisa Burns, DPW
Mike Small, CSG
James Mason, ConnDOT
Mike Widland, Maritime Aquarium
Maureen Hanley, Maritime Aquarium

January 8, 2019

Mr. Mike Small, Project Manager
Construction Solutions Group
c/o
The Maritime Aquarium at Norwalk
10 North Water Street
Norwalk, CT 06854

Re: The Maritime Aquarium at Norwalk
BBB Ref# 2672.21: Program Revisions to Reduce Cost
Additional Services Proposal

Dear Mike,

Per discussions during our call yesterday morning and as requested in your letter of January 1, 2019, we have outlined the proposed tasks and associated estimated fees related to providing documents to reduce the overall cost of the project below.

TASK 1: Concept Sketches/Scope Descriptions to confirm revised Program/Design
The scope for this task includes preparation of hand sketches with annotations, related calls and virtual meetings with the 'Client Group' or representatives as requested to finalize design revisions. Note that BBB has already spent approximately 34 hours on this task to date. We have assumed that these sketches will be completed and approved by the Client Group by January 22, 2019, and they will be used by AP Construction to determine the conceptual cost savings.

Total Task 1 Estimated Fee for BBB: \$25,000

Task 1 Notes:

1. *This estimated fee does not include any Consultant or CM fees that may be required to support this task;*
2. *This fee does not include preparation for or attendance at any public meetings or presentations.*

TASK 2: Revise the Construction Documents (drawings and specifications)
The schedule and fees related to this task will be determined once Task 1 is completed and approved by the Client Group.

TASK 3: Construction Administration Fees/Schedule
Any adjustments to the fees for this phase as listed in the Contract will be determined once Task 1 is completed and approved by the Client Group, and the CM determines the CA schedule and shares with BBB and the Consultant Team.

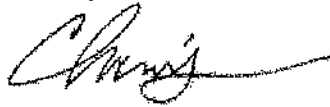
BEYER BLINDER BELLE

Reimbursable Expenses

Reimbursable expenses related to the above scope of work, such as: transportation, reproduction of documents and photography are not included in the fee above and will be invoiced separately at cost. If it is determined that renderings, scale models, mock-ups, samples, off-hour expenses, and the fees of Special Consultants retained by us are required, these Reimbursable Expenses shall also be billed at cost. We will make every effort to minimize reimbursable expenses and avoid or eliminate printing and other costs, by using electronic transmission of documents wherever possible.

Please feel free to contact me with any questions or comments. If this proposal meets with your approval, please sign below and return a copy to my attention.

Sincerely,



Christopher Cowan AIA LEED
Associate Partner

Agreed and Accepted:

Mike Small, Construction Solutions Group, for The Maritime Aquarium at Norwalk
(sign and date above)

Cc: Frank Prial, Beyer Blinder Belle



January 10, 2019

Mr. Michael Small
Construction Solutions Group, LLC
P.O. Box 271860
West Hartford, CT 06127

RE: Proposal for Pre-Construction Services for the Maritime Aquarium at Norwalk Project

Dear Mr. Small:

On behalf of O&G Industries / A.P. Construction TMA, a Joint Venture, I am pleased to provide a proposal to perform additional preconstruction services for the Maritime Aquarium at Norwalk project for the sum of one hundred eighteen thousand seven hundred sixty dollars (\$118,760). These services are in response to needed cost reductions due to the actual subcontractor bidding exceeding the budget goals for the project.

We are prepared to immediately participate with CGS, the City of Norwalk, the Connecticut Department of Transportation, Beyer Blinder Belle and the Maritime Aquarium in design evaluation, value engineering, budgeting, scheduling and logistical planning work for the project. We have based our proposal on the attached schedule and staffing plan.

Additionally, we discussed the potential impact of the project delay on the Construction Management contract in place with the Aquarium. O&G/AP will hold our Construction Management Fee and Bond Fee as stated in the contract however, the Insurance Fee and the General Conditions will need to be negotiated when the project schedule and budget are re-established.

Please contact me if you have any questions regarding this proposal.

Sincerely,

Thomas J. Walsh III
Member

Cc:
Mr. David Truedson
Mr. Aaron Mednick

112 WALL STREET
HARRINGTON, CT 06790-5464

O&G INDUSTRIES, INC. / A.P. CONSTRUCTION COMPANY
a joint venture

707 SUMMER STREET
STAMFORD, CT 06901-1026

PHONE 860 489 9261
FAX 860 626 6447

PHONE 203 359 4704
FAX 203 359 0202



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

TO : MEMBERS OF LAND USE AND BUILDING MANAGEMENT
COMMITTEE
MEMBERS OF NFCC

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

RE : PONUS SCHOOL PK-8 IMPROVEMENT PROJECT –
APPROVAL OF NEW COMMISSIONING AGENT

DATE: JANUARY 31, 2019

Subsequent to a RFP process, the City approved Strategic Building Solutions dba, Colliers International, on May 6, 2018 (amended action on August 14, 2018) to provide building mechanical system commissioning services for the Ponus Ridge School addition and renovation project. Colliers International performed various design phase services in accordance with their proposal. Although a sample contract was included in the RFP issued for this work it was not until after Colliers had started work that both Colliers International and the City of Norwalk's legal department came to an impasse regarding language in the contract, specifically, indemnification.

As a result of the impasse, the City reached out to the next qualified commissioning agent, Horizon Engineering. The City asked Horizon to amend their original proposal to reflect work completed by Colliers International. Horizon revised their proposal to include a minimal cost for "Construction Document Review". Staff is in agreement with Horizon's revised proposal and is hereby recommending the Land Use and Building Management Committee to move forward with the approval of Horizon Engineering as the new commissioning agent for the Ponus Ridge School project.

ACTIONS REQUESTED:

1. Rescind Common Council Action of August 14, 2018 item VII.D.2. which authorized the following:

"Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Strategic Building Solutions, LLC d/b/a Colliers International to provide commissioning services for the Ponus Ridge School additions and renovations project for a total not to exceed of \$80,350. Account # 09185010 5777 C0608"

- 2a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Horizon Engineering Associates LLP to provide building mechanical equipment commissioning services for the Ponus Ridge School additions and renovations project for a total not to exceed of \$76,800. Acct. #09185010 5777 C0608**
- 2b. **Authorize the NFCC to issue Change Orders on Contract for a total not to exceed \$7,680.**



Horizon Engineering
Associates LLP

Demand a Higher StandardSM

COVER LETTER

April 12, 2018

City of Norwalk Purchasing Department
125 East Avenue, Room 103
Norwalk, CT 06856-5125

RE: Proposal to Provide Commissioning Services for the Ponus Ridge Middle School; State
Project No. 103-0246 EA/EC/CV

Dear Purchasing Department:

Horizon Engineering Associates, LLP (HEA) is pleased to offer the following proposal to provide commissioning services for the Ponus Ridge Middle School project. For over 20 years, we have been dedicated to ensuring buildings operate correctly at optimum energy performance. Expertise, collaboration, quality, innovation, sustainability and impact are just some of the values HEA will bring to your project.

Why Choose HEA?

HEA believes that people deserve to live and work in buildings that operate correctly and are energy efficient. We feel that the following factors differentiate our firm from other providers:

- **Dedicated Service** – Commissioning represents 90% of our business, and is not an “add-on” service like it may be at design-oriented MEP firms. Commissioning is not merely part of what we do; it is what we do. Our operational experience and dedication to independent commissioning produces proactive solutions that result in functional, reliable and energy-efficient systems installed and operated in accordance with the design intent.
- **Certified Professionals** – We are one of the nation’s premier commissioning providers, having served as commissioning authority on projects comprising of more than 200 million sf and \$30 billion in construction cost. With offices across the country, we have one of the largest and most respected staffs of Certified Commissioning Professionals, Professional Engineers and LEED Accredited Professionals in the nation.
- **K-12 Facility Experience** – HEA has provided successful commissioning services for over 150 K-12 facilities around the nation. We understand the commissioning of K-12 schools takes on added importance due to the nature of occupancy. Unlike commercial or residential buildings, where occupancy may take place in a gradual fashion over the course of weeks, months and even years, schools must be ready to accept students on a specific date for spring, fall and even summer semesters. The typical inflexibility of this date demands strict adherence to the commissioning schedule and completion of work in a timely fashion.

Also to maintain the highest standards of safety and security for the students, teachers, administrators and facility staff, complex staging and phasing of construction may be required during the modernization and renovation of existing facilities. Our firm is mindful of phasing and staging requirements to avoid disruption to ongoing operations. The large number of repeat clients we have attests to the quality, timely and cost-effective service HEA offers to our academic clients.

- **Familiarity with CT High Performance Building Standard (CTHPBS)** – HEA has worked with several school systems in the state of Connecticut. Some of our clients include:
 - o East Hampton High School
 - o North Branford Intermediate School
 - o Gaffney Magnet Elementary School
 - o Park Avenue Elementary School

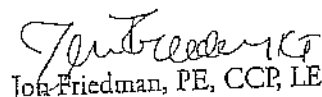
For additional details on our CTHPBS project experience, please refer to Section F of the SF 330.

HEA represents the owner, with an unbiased focus on building performance. Our role is to use a quality process to document and verify that facility performance meets clearly defined objectives and criteria based on the needs of the facility users, owners and operators. HEA has:

- Over 20 years of experience providing dedicated commissioning services.
- 90% of our business is commissioning and retro-commissioning.
- Commissioning Provider for over 150 K-12 projects.
- Key staff certified by BCxA, AEE, USGBC and other related organizations.
- Independent commissioning firm.
- Develop and execute customized checklists and system test procedures.
- Hands-on approach.
- Proven success with complex projects.
- Accountability for ensuring operational understanding of the facility.

Please do not hesitate to contact me should any questions arise at (248) 259-4693 or jfriedman@horizon-engineering.com. We look forward to working with the City of Norwalk on this important project.

Sincerely,



Jon Friedman, PE, CCP, LEED AP
Regional Director
Horizon Engineering Associates, LLP (HEA)



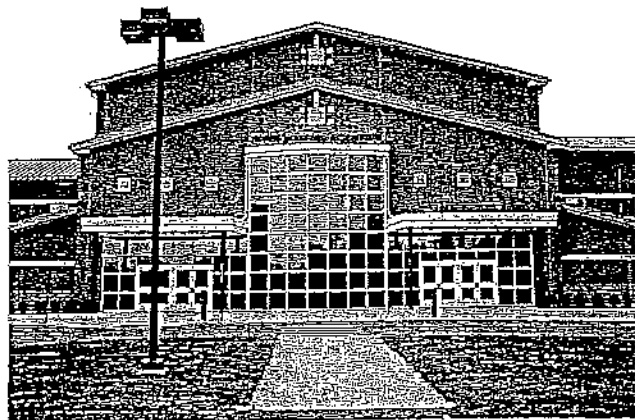
F. Example projects which best illustrate proposed team's qualifications for this contract: (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. Example project key number: 2
21. TITLE AND LOCATION (City and State) North Branford Intermediate School (North Branford, CT)	22. YEAR COMPLETED PROFESSIONAL SERVICES 2010	CONSTRUCTION (if applicable) 2010
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Town of North Branford	b. POINT OF CONTACT NAME Michael T. Paulhus	c. POINT OF CONTACT TELEPHONE NUMBER (203) 484-6005

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Project Description: HEA was hired to provide commissioning services for North Branford Intermediate School and deliver quality assurance that maximized the building performance. The project consisted of renovation to 43,700 sf of existing space and 72,000 sf of new construction. The new three-story addition includes a café and band room. Because the project schedule was during the school year, the team focused on maintaining a comfortable atmosphere amongst students and faculty.

Scope of Services: HEA's scope of work included electrical, mechanical, plumbing, fire safety, BMS, lighting and lighting control systems within the school. Energy recovery ventilators were provided throughout the building to enhance efficiency and indoor air quality.

Services adhered to the Connecticut High Performance Building Standards (CTHPBS).



HEA identified and monitored the completion of numerous energy wasting deficiencies, including:

- The BMS serving a roof top unit did not communicate the CO2 sensor/sequence or the enthalpy sequence for the economizer.
- A secondary heating hot water pump was running on a continuous cycle, which was not required.
- A heat recovery wheel belt was damaged which resulted in the wheel to jam.

During functional testing of rooftop air handling units, HEA discovered the airflow stations were not reading accurately. Upon further investigation, HEA found the stations had not been checked, calibrated or programmed. HEA addressed the issue so all stations display proper readings and provide closer control for adequate indoor air quality and optimization of energy usage while achieving design comfort conditions.

Size: 115,700 sf

Cost: \$36 million

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)
	Horizon Engineering Associates, LLP	New York, NY
		(3) ROLE
		Commissioning Agent

F. Example projects which best illustrate proposed team's qualifications for this contract: (Present as many projects as requested by the agency or 10 projects, if not specified. Complete one Section F for each project.)		20. Example project key number: 4		
21. TITLE AND LOCATION (City and State) Park Avenue Elementary School (Danbury, CT)	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2015</td> <td>CONSTRUCTION (if applicable) 2015</td> </tr> </table>		PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable) 2015
PROFESSIONAL SERVICES 2015	CONSTRUCTION (if applicable) 2015			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER City of Danbury	b. POINT OF CONTACT NAME Tom Hughes	c. POINT OF CONTACT TELEPHONE NUMBER (203) 797-4641		

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (include scope, size, and cost)

Project Description: Park Avenue Elementary School, originally constructed in 1951, was renovated and included constructing a two-story addition with a media/computer/audiovisual center, storage room and twelve (12) new classrooms. The upgrades greatly enhanced the ability of the school to deliver educational programs.

Scope of Services: HEA is commissioned all the mechanical and building envelope systems in the school. Services adhered to the Connecticut High Performance Building Standards (CTHPBS).

Size: 39,920 sf

Cost: Not Available



25. FIRMS FROM SECTION G INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Horizon Engineering Associates, LLP	(2) FIRM LOCATION (City and State) New York, NY	(3) ROLE Commissioning Agent

1/22/19

The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Commissioning Agent and the City.

2.2.1. PROPOSED FEES: Ponus Ridge Middle School -- Additions & Renovations

A. Design Phase: Lump Sum in numbers and words,	
\$ 0.00	Fee in words: Zero
B. Bid Phase: Lump sum in numbers and words,	
\$ 0.00	Fee in words: Zero
C. Construction Document Review: Lump Sum in numbers and words,	
\$ 1,000.00	Fee in words: One thousand dollars
D. Commissioning Plan: Lump Sum in numbers and words,	
\$ 1,500.00	Fee in words: One thousand, five hundred dollars
E. Mechanical and Electrical Submittal Review: Lump Sum in numbers and words,	
\$ 3,000.00	Fee in words: Three thousand dollars
F. Controls Software Review: Lump Sum in numbers and words,	
\$ 1,400.00	Fee in words: One thousand, four hundred dollars
G. Pre-Functional Test Sheets, Development & Commissioning Log Books: Lump Sum in numbers and words,	
\$ 2,600.00	Fee in words: Two thousand, six hundred dollars
H. On-Site Construction Observation/Meetings: Lump Sum in numbers and words,	
\$ 17,800.00	Fee in words: Seventeen thousand, eight hundred dollars
I. Perform Functional Test Procedures: Lump Sum in numbers and words,	
\$ 2,600.00	Fee in words: Two thousand, six hundred dollars
J. Develop Commissioning Schedule: Lump Sum in numbers and words,	
\$ 1,400.00	Fee in words: One thousand, four hundred dollars
K. Preparation for Testing, Adjusting & Balancing Work: Lump Sum in numbers and words,	



1/22/19

\$ 2,800.00	Fee in words: Two thousand, eight hundred
L. Perform Functional Test Procedures & Document Results: Lump Sum in numbers and words,	
\$ 28,500.00	Fee in words: Twenty eight thousand, five hundred dollars
M. Review Contractor's Operation & Maintenance Manuals, Warranties As-Built Documentation: Lump Sum in numbers and words,	
\$ 1,800.00	Fee in words: One thousand, eight hundred dollars
N. Provide Operation Staff Systems Training: Lump Sum in numbers and words,	
\$ 2,600.00	Fee in words: Two thousand, six hundred dollars
O. Final Commissioning Report: Lump Sum in numbers and words,	
\$ 3,200.00	Fee in words: Three thousand, two hundred dollars
P. Warranty Period Review: Lump Sum in numbers and words,	
\$ 3,600.00	Fee in words: Three thousand, six hundred dollars
Q. Reimbursable Expenses: (Not to Exceed) Lump Sum in numbers and words,	
\$ 3,000.00	Fee in words: Three thousand dollars
F. TOTAL FEE (A-Q)	
\$ 76,800.00	Total Fee in words: Seventy six thousand, eight hundred dollars

OFFICE LOCATION WHERE SERVICES ARE TO BE PERFORMED FROM

30 Broad Street, Suite 1500, New York, NY 10004





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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
NFCC

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

RE : PONUS SCHOOL – NEW GAS SERVICE

DATE: JANUARY 31, 2019

As part of the Ponus Ridge School Addition and Renovation Project, we reached out to Eversource and requested a new gas service to the School. The new gas service will support the heating system for the new addition, new kitchen equipments and the replacement burners for the existing boilers. The conversion from heating oil to gas will improve fuel efficiency, will be environmentally friendlier and will generate cost savings. Additionally, although we are only replacing the burners on the 12 year old boilers, the new gas service will allow replacement of these boilers with high efficient condensing boilers in the future.

At the present time, the gas main is located at intersection of Fillow Street and Hunters Lane. Eversource has assessed the proposed gas consumption load and the costs to extend the gas main from Fillow Street to Ponus School. Because of the projected consumption, Eversource will absorb a substantial portion of the installation costs and the City's share is expected to be between \$25,000 to \$30,000. Additionally, we are coordinating with DPW on the scheduling of the Hunters Lane roadway paving project to eliminate the permanent patching costs.

At this time, I would like to request Council authorization of the following action:

Authorize the Mayor, Harry W. Rilling, to execute any and all documents with Eversource for the installation of a new gas service to Ponus Ridge School for a total not to exceed \$30,000. Acct. #09185010 5777 C0608



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

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT
COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: DEPARTMENT OF PUBLIC WORKS –
FRESH AIR INTAKE SYSTEM REPLACEMENT

DATE: JANUARY 31, 2019

On December 14, 2018 the City's Purchasing Department solicited bids for the supply and installation of new fresh air intake mechanical equipment for the Administration Offices at the Public Works Center. This unit was taken out of service during renovations in the 1980's. Its removal does not have any negative impact during heating and cooling seasons. However, during the shoulder seasons, we are unable to maximize the utilization of outside air to regulate interior temperature and air quality. A functional fresh air intake system will reduce the need for heating and cooling during shoulder seasons hence reducing energy consumption and more importantly, improving human comfort.

Below is a summary of bids received:

FIRM	Total Lump
All State Construction Inc.	\$31,971.00
Universal Building Service, LLC	\$32,811.86
B-G Mechanical Services, Inc.	\$52,796.00

After reviewing the bids, the Purchasing Department and the Office of Building Management is recommending the award of the project to the lowest responsible bidder, All State Construction Inc. They have successfully completed projects for City of Norwalk in recent years.

ACTION REQUESTED:

- a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with All State Construction Inc. for the installation of new fresh air intake equipment at DPW Garage Administration Offices for a total not to exceed \$31,971.00. Accounts #09197100 5777 C0119.
- b. Authorize the Office of Building Management to issue change orders on contract for a total not to exceed \$3,200.00.



CITY OF NORWALK, DEPARTMENT OF FINANCE
Office of Management & Budgets

P: 203-854-7870 / F: 203-854-7848

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

MEMORANDUM

DATE: February 11, 2019

TO: Harry Rilling, Mayor
The Members of the Board of Estimate & Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Angela Fogel, Director, Management & Budgets 

RE: Oak Hills Special Appropriation

Attached is a request from Oak Hills for a special appropriation of \$83,000. Oak hills is experiencing cash flow difficulties and is unable to meet its current payroll obligations. The authority is requesting a special appropriation from the City of Norwalk in the amount of \$83,000 to fund payroll payments for the period beginning January 26, 2019 and payable on February 15, 2019.

The appropriation will be funded by a transfer from contingency account number 01-9600-5900 to account number 01-6110-5258 Other Professional Services from Oak Hills' Munis accounts in department 061.

ACTION REQUESTED:

1. RESOLUTION: Approve special appropriations totaling \$83,000 to increase the available funds in Oak Hills city account 01-6110-5258 Other Professional Services with a transfer from contingency account 01-9600-5900.



CITY OF NORWALK
Office of the Mayor

P: 203-854-7701 / F: 203-854-7939
125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

DATE: February 11, 2019

TO: The Members of the Board of Estimate & Taxation
The Members of the Planning Commission
The Members of the Common Council

FROM: Harry Rilling, Mayor *Harry W. Rilling*

RE: Oak Hills Special Appropriation

Attached is a request from Oak Hills Park Authority for an \$83,000 special appropriation to fund the Authority's immediate payroll obligations. This emergency funding will ensure the park's continued operations through the opening season.

The Director of Management & Budgets and Oak Hills have provided additional information regarding funding for these projects in the attached documents.

ACTION REQUESTED:

1. RESOLUTION: Approve special appropriations totaling \$83,000 to increase the available funds in Oak Hills city account 01-6110-5258 Other Professional Services with a transfer from contingency account 01-9600-5900.

Oak Hills Park Authority
Quick Cash Flow Analysis
January 25, 2019

NOTE:

- o Credit Line is fully utilized
- o This does not account for any further payment of bills including utilities, etc. All payments have been stoped.

Banking:

Actual Cash balance	845
LOC borrowing today	10,000
Total Cash balance - end of day	\$ 10,845

- o Will not be able to fund payroll period beginning Jan 26 and payable 2/15

Cash Inflows:

Remaining LOC available	20,000
Revenues 1/24-1/31	2,080
Revenues - February	16,609
Total Cash Inflows	\$ 38,689

- o Delaying payment of invoices will incur late charges
- o Total month of March at risk - no credit line funds available and minimal revenue (still off season)

Cash Outflows:

Outstanding checks to clear	(7,648) *
Payroll 2/1/19	(20,000)
Payroll 2/15/19	(20,000)
Payroll 3/1/19	(20,000)
Total Cash Outflows	\$ (67,648)

- o Large payments due in March: ag & chem, insurance, cart lease in addition to payroll

o Outstanding Checks:

1,247.74	Park Maintenance
3,634.53	Medical Insurance
168.63	leased equipment
804.00	web hosting
300.00	Dues / memberships
392.91	pay checks
1,100.00	bank interest 2/1 and 3/1

Cash balance at 2/1	5,277
Cash deficit at 3/1	\$ (18,114)

* 7,647.81

o Per the burn rate below, OHPA requires approx \$82k to meet it's obligations

OHPA 2019 Burn Rate

2019 Burn Rate	Dec YTD 2018	Jan	Feb	Mar	Apr	May	June
TOTAL REVENUE	794,084	29,072	15,284	39,101	156,589	218,350	261,686
EXPENSE							
Total 5000 • PERSONNEL EXPENSE	401,615	38,344	36,566	40,668	71,009	78,477	78,605
Total 5200 • EMPLOYEE BENEFITS	74,676	9,952	8,112	8,606	12,371	13,544	14,507
Total 5400 • ADMINISTRATIVE EXPENSES	88,699	12,648	6,551	6,378	11,909	13,014	22,662
Total 5500 • DEBT SERVICE AND INSURANCE	29,455	1,722	1,722	14,848	6,448	6,448	6,225
Total 5600 • SALES AND OPERATIONS	8,243	1,546	732	594	794	1,702	1,702
Total 5700 • PARK MAINTENANCE	97,061	5,475	10,934	5,877	14,179	33,963	31,025
Total 5800 • PARK EQUIPMENT	31,090	6,869	3,302	3,757	3,768	9,971	3,596
Total 6000 • CART EXPENSE	76,338	600	957	2,502	31,862	17,682	18,428
TOTAL OPERATIONAL EXPENSE	807,178	77,156	68,877	83,229	152,341	174,799	176,752
TOTAL OPERATIONAL NET INCOME	(13,094)	(48,084)	(53,594)	(44,129)	4,249	43,551	84,935
Revenue	794,084	29,072	15,284	39,101	156,589	218,350	261,686
Expense	807,178	77,156	68,877	83,229	152,341	174,799	176,752
Funds Earned (Needed)	(13,094)	(48,084)	(53,594)	(44,129)	4,249	43,551	84,935
Credit Line Payment (Borrow)	(140,000)	(50,000)	(10,000)				
Bank Balance	3,933	5,849	(37,745)	(81,873)	(77,624)	(34,074)	50,861

Oak Hills Park Authority
Quick Debt Payment Plan

\$	2,138,783	Total Outstanding Principal	2016 Restaurant	2,034,196	
2%		Yearly Round Increase until Max Capacity	Pmt 9/17	(52,466)	
1%		Yearly Payment per Round Increase			1,981,730
			2017 Capital		78,526
			2017 Operating		78,526
			Total Outstanding Principal		2,138,783

Fiscal Year	Revenue Rounds	Pymt per Round	Payment	Remaining Principal
<u>FY18</u>	34,837			
<u>FY19</u>	34,006			
<u>FY20</u>	34,686			
<u>FY21</u>	35,380	\$2.00	\$ 70,759	\$ 2,068,023
<u>FY22</u>	36,087	\$2.02	\$ 72,896	1,995,127
<u>FY23</u>	36,809	\$2.04	\$ 75,098	1,920,029
<u>FY24</u>	37,545	\$2.06	\$ 77,366	1,842,664
<u>FY25</u>	38,296	\$2.08	\$ 79,702	1,762,962
<u>FY26</u>	39,062	\$2.10	\$ 82,109	1,680,852
<u>FY27</u>	39,843	\$2.12	\$ 84,589	1,596,264
<u>FY28</u>	40,640	\$2.14	\$ 87,143	1,509,120
<u>FY29</u>	41,453	\$2.17	\$ 89,775	1,419,345
<u>FY30</u>	42,282	\$2.19	\$ 92,486	1,326,859
<u>FY31</u>	43,000	\$2.21	\$ 94,998	1,231,861
<u>FY32</u>	43,000	\$2.23	\$ 95,947	1,135,914
<u>FY33</u>	43,000	\$2.25	\$ 96,907	1,039,007
<u>FY34</u>	43,000	\$2.28	\$ 97,876	941,131
<u>FY35</u>	43,000	\$2.30	\$ 98,855	842,276
<u>FY36</u>	43,000	\$2.32	\$ 99,843	742,433
<u>FY37</u>	43,000	\$2.35	\$ 100,842	641,591
<u>FY38</u>	43,000	\$2.37	\$ 101,850	539,741
<u>FY39</u>	43,000	\$2.39	\$ 102,869	436,872
<u>FY40</u>	43,000	\$2.42	\$ 103,897	332,975
<u>FY41</u>	43,000	\$2.44	\$ 104,936	228,038
<u>FY42</u>	43,000	\$2.46	\$ 105,986	122,053
<u>FY43</u>			\$ 122,053	(0)
			\$ 2,138,783	

if you assume that rounds would increase by 1% each year, then in order to payback the outstanding principal amount of \$2,191,248.76 by fiscal year 2035-37, the city would need to collect \$3.21 per revenue round each month. After 18 years this would increase the base year rounds from 34,837 to 41,258, as follows:

Fiscal	Rounds	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY20 Total	\$ 3.21	\$ 19,119	\$ 17,807	\$ 14,553	\$ 10,284	\$ 4,813	\$ 1,074	\$ 414	\$ 940	\$ 1,770	\$ 7,315	\$ 15,431	\$ 28,080	\$ 111,714
FY21 Total		\$ 19,310	\$ 17,985	\$ 14,811	\$ 10,387	\$ 4,862	\$ 1,085	\$ 418	\$ 949	\$ 1,788	\$ 7,391	\$ 15,585	\$ 28,261	\$ 112,832
FY22 Total		\$ 19,503	\$ 18,155	\$ 14,959	\$ 10,491	\$ 4,910	\$ 1,096	\$ 422	\$ 958	\$ 1,806	\$ 7,465	\$ 15,741	\$ 28,443	\$ 113,960
FY23 Total		\$ 19,698	\$ 18,347	\$ 15,109	\$ 10,596	\$ 4,959	\$ 1,107	\$ 426	\$ 968	\$ 1,824	\$ 7,540	\$ 15,899	\$ 28,628	\$ 115,099
FY24 Total		\$ 19,895	\$ 18,530	\$ 15,260	\$ 10,702	\$ 5,009	\$ 1,118	\$ 430	\$ 978	\$ 1,842	\$ 7,615	\$ 16,058	\$ 28,814	\$ 116,250
FY25 Total		\$ 20,094	\$ 18,715	\$ 15,413	\$ 10,809	\$ 5,059	\$ 1,129	\$ 435	\$ 988	\$ 1,860	\$ 7,691	\$ 16,218	\$ 29,002	\$ 117,413
FY26 Total		\$ 20,295	\$ 18,903	\$ 15,567	\$ 10,917	\$ 5,109	\$ 1,140	\$ 439	\$ 997	\$ 1,879	\$ 7,768	\$ 16,380	\$ 29,192	\$ 118,587
FY27 Total		\$ 20,498	\$ 19,092	\$ 15,722	\$ 11,026	\$ 5,164	\$ 1,152	\$ 444	\$ 1,007	\$ 1,898	\$ 7,846	\$ 16,544	\$ 29,384	\$ 119,773
FY28 Total		\$ 20,703	\$ 19,283	\$ 15,880	\$ 11,136	\$ 5,212	\$ 1,163	\$ 448	\$ 1,017	\$ 1,917	\$ 7,924	\$ 16,710	\$ 29,578	\$ 120,971
FY29 Total		\$ 20,910	\$ 19,475	\$ 16,038	\$ 11,248	\$ 5,264	\$ 1,175	\$ 452	\$ 1,028	\$ 1,936	\$ 8,003	\$ 16,877	\$ 29,774	\$ 122,180
FY30 Total		\$ 21,119	\$ 19,670	\$ 16,199	\$ 11,360	\$ 5,317	\$ 1,187	\$ 457	\$ 1,038	\$ 1,955	\$ 8,083	\$ 17,045	\$ 29,971	\$ 123,402
FY31 Total		\$ 21,330	\$ 19,867	\$ 16,361	\$ 11,474	\$ 5,370	\$ 1,199	\$ 462	\$ 1,048	\$ 1,975	\$ 8,164	\$ 17,216	\$ 20,171	\$ 124,636
FY32 Total		\$ 21,544	\$ 20,066	\$ 16,524	\$ 11,588	\$ 5,424	\$ 1,211	\$ 466	\$ 1,059	\$ 1,995	\$ 8,246	\$ 17,388	\$ 20,373	\$ 125,883
FY33 Total		\$ 21,759	\$ 20,266	\$ 16,690	\$ 11,704	\$ 5,478	\$ 1,223	\$ 471	\$ 1,069	\$ 2,015	\$ 8,328	\$ 17,562	\$ 20,575	\$ 127,141
FY34 Total		\$ 21,977	\$ 20,469	\$ 16,857	\$ 11,821	\$ 5,533	\$ 1,235	\$ 475	\$ 1,080	\$ 2,035	\$ 8,412	\$ 17,738	\$ 20,782	\$ 128,413
FY35 Total		\$ 22,195	\$ 20,674	\$ 17,025	\$ 11,940	\$ 5,588	\$ 1,247	\$ 480	\$ 1,091	\$ 2,055	\$ 8,496	\$ 17,915	\$ 20,990	\$ 129,697
FY36 Total		\$ 22,418	\$ 20,880	\$ 17,195	\$ 12,059	\$ 5,644	\$ 1,260	\$ 485	\$ 1,102	\$ 2,076	\$ 8,581	\$ 18,094	\$ 21,200	\$ 130,994
FY37 Total		\$ 22,642	\$ 21,089	\$ 17,367	\$ 12,180	\$ 5,700	\$ 1,272	\$ 490	\$ 1,113	\$ 2,096	\$ 8,667	\$ 18,275	\$ 21,412	\$ 132,304
Grand Total		\$ 375,010	\$ 349,284	\$ 287,642	\$ 201,720	\$ 94,413	\$ 21,072	\$ 8,114	\$ 18,430	\$ 34,721	\$ 143,538	\$ 302,675	\$ 354,630	\$ 2,191,249

**OHPA 2019 Budget
FY 2015-2019**

	FY15 ACTUAL	FY16 ACTUAL	FY17 ACTUAL	FY18 BUDGET	FY18 Actual	FY19 BUDGET
Rounds						
Revenue Rounds	36,823	39,118	33,954	36,648	34,837	34,421
Non Revenue Rounds	1,842	2,593	2,654	2,654	2,291	2,300
Total Rounds	38,665	41,711	36,608	39,302	37,128	36,721
Cart Rounds	20,926	25,027	19,673	20,263	21,450	21,450
Cart Revenue/Cart Rounds	\$13.86	\$12.91	\$15.33	\$15.58	\$15.71	\$15.71
Board Rounds			302	302	710	355
Board Revenue/Board Rounds			\$21.44	\$20.00	\$19.67	\$21.00
ID Rate Avg	\$76.44	\$77.00	\$75.23	\$75.35	\$77.48	\$94.08
ID Cards	1,906	1,822	1,790	1,808	1,600	1,648
Golf Revenue / Revenue Round	\$27.17	\$27.58	\$28.69	\$29.19	\$28.90	\$29.40
Cart Revenue / Revenue Round	\$7.88	\$8.25	\$8.88	\$8.88	\$9.68	\$10.18
Board Revenue / Revenue Round			\$0.19	\$0.19	\$0.40	\$0.32
REVENUE						
4000 - REVENUES						
4001 - Golf Revenue	888,760	982,268	895,762	983,771	990,588	944,140
4010 - Golf Fees	145,689	137,100	135,415	136,225	123,746	155,036
4020 - I.D. Cards	89,647	96,771	84,308	85,994	60,564	67,832
4030 - Tournament Fees	290,074	322,706	285,222	315,701	317,444	315,581
4050 - Cart Revenue			6,475	8,736	13,058	7,455
4055 - GolfBoard Revenue	39,849	29,968	26,825	27,362	27,585	28,137
4060 - Golf Revenue - Gift Certif.	(18,105)	(26,849)	(27,240)	(27,785)	(29,435)	(30,024)
4070 - Gift & Rain Checks Redeemed						
Total 4001 - Golf Revenue	1,435,914	1,541,964	1,406,767	1,530,003	1,503,550	1,488,157
4100 - Tennis Revenue	37,000	42,000	47,000	42,500	40,088	25,000
4200 - Rental Income	11,000	16,766	16,200	16,200	16,200	16,300
4300 - Investment Income	1,318	721	266	272	161	200
4400 - Misc. Income	13,137	8,960	5,174	6,000	11,384	1,000
4600 - Restaurant Income	72,000	72,000	72,000	64,000	39,001	8,000
4700 - Advertising Revenue			3,600	6,000	200	1,000
Total Other Revenue	134,455	140,448	144,240	134,972	107,034	51,500
TOTAL REVENUE	1,570,369	1,682,412	1,551,007	1,664,975	1,610,584	1,539,657
EXPENSE						
5000 - PERSONNEL EXPENSE						

**OHPA 2019 Budget
FY 2015-2019**

	FY15 ACTUAL	FY16 ACTUAL	FY17 ACTUAL	FY18 BUDGET	FY18 Actual	FY19 BUDGET
5010 - Management Salary	139,244	145,128	155,901	154,913	144,908	150,625
5030 - Operations	127,994	143,356	160,615	141,671	162,867	153,055
5020 - Operations OT					1,039	
5050 - Course Personnel	280,207	279,354	294,388	299,292	302,237	295,793
5060 - Course Personnel O/T	3,016	1,560	1,252	754	1,244	2,025
5070 - Seasonal Personnel	65,576	105,902	126,416	149,026	132,782	144,425
5080 - Seasonal Personnel O/T	1,579	1,526	1,486	1,024	1,463	1,961
5120 - Payroll Adjustments					(25,896)	
Total 5000 - PERSONNEL EXPENSE	617,615	676,826	740,058	746,679	720,645	747,885
5200 - EMPLOYEE BENEFITS	22%	20%	21%	22%	21%	19%
5210 - Payroll Taxes	46,577	51,095	56,433	57,992	55,243	56,901
5230 - State Unemployment	21,750	24,598	25,114	26,370	21,523	22,169
5250 - Health Insurance	49,782	46,616	52,028	56,675	49,900	42,245
5260 - Workmans Compensation	15,114	11,632	17,505	17,000	15,826	16,301
5270 - Retirement Plans	4,324	4,712	5,524	7,200	7,516	7,516
Total 5200 - EMPLOYEE BENEFITS	137,547	138,654	156,705	165,237	150,009	145,132
5400 - ADMINISTRATIVE EXPENSES						
5420 - Telephone	5,383	5,373	6,318	6,437	7,689	7,796
5430 - Professional Fees	26,392	47,128	24,000	26,000	45,390	30,000
5436 - Advertising		15,816	11,016	20,000	14,431	14,000
5440 - Office Expense	23,101	15,242	14,668	14,961	12,894	13,538
5441 - Bank Charges	1,285	542	619	632	314	320
5442 - Credit Card Fees	26,483	27,503	26,056	32,098	29,293	27,919
5445 - Postage	219	258	206	210	217	222
5450 - Training and Dues	4,004	5,390	4,946	5,045	4,639	4,732
5460 - Outside Services	66	-	-	-	-	-
5461 - Authority Secretarial Services	2,040	2,900	2,580	2,880	3,020	3,020
5469 - Other Outside Services	3,522	3,310	3,488	3,900	4,397	4,485
5470 - Other Admin/Mktng	13,450	16,488	8,317	9,000	5,963	6,082
5471 - Charitable Donations			400	400	700	200
5480 - Utilities	32,685	37,870	35,627	36,339	39,127	48,909
5490 - Water	962	1,499	-	-	-	-
5499 - Bad Debt Expense					50	
Total 5400 - ADMINISTRATIVE EXPENSES	139,592	179,319	138,242	157,903	168,124	161,222
5500 - DEBT SERVICE AND INSURANCE						

OHPA 2019 Budget
FY 2015-2019

	FY15 ACTUAL	FY16 ACTUAL	FY17 ACTUAL	FY18 BUDGET	FY18 Actual	FY19 BUDGET
5500 - Liability Insurance	48,445	54,850	43,102	47,883	47,736	51,877
5520 - Interest	6,179	7,618	8,288	8,875	10,031	16,388
5526 - Commercial debt service			-		-	
Total 5500 - DEBT SERVICE AND INSURANCE	54,624	62,469	51,390	56,758	57,768	68,264
5600 - SALES AND OPERATIONS						
5620 - Clubhouse Maintenance			2,459	500	-	11,000
5640 - Golf Pro Supplies			5,502	4,500	209	3,000
5680 - Golf Pro Work Clothes			1,358	2,000	1,907	2,000
Total 5600 - SALES AND OPERATIONS	-	-	9,319	7,000	2,116	16,000
5700 - PARK MAINTENANCE						
5710 - Water	50,493	71,330	56,618	60,000	50,971	50,000
5720 - Heating Fuel	16,275	10,648	9,493	11,000	11,592	12,000
5730 - Grounds Maintenance	27,928	27,997	16,797	30,000	24,148	25,000
5740 - Tree Maintenance	4,418	2,620	6,690	5,000	1,930	5,000
5751 - Agriculture & Chemicals - Purchased	82,952	97,339	82,119	85,000	88,611	85,000
5752 - Agriculture/Chemicals Utilized	2,567	(10,064)	14,308	-	(4,929)	
5760 - Irrigation Maintenance	14,631	10,620	11,913	12,500	13,477	13,000
5770 - Consumable Tools	3,492	3,099	1,805	2,500	1,507	2,000
5780 - Tee and Green Supplies	4,790	5,139	3,404	3,000	3,564	3,000
5795 - Janitorial Supplies	1,701	2,174	815	815	122	800
Total 5700 - PARK MAINTENANCE	209,246	220,902	203,960	209,815	190,993	195,800
5800 - PARK EQUIPMENT						
5800 - Equipment Maintenance	30,825	41,853	26,802	32,000	28,682	32,000
5810 - Equipment Rental	390	188	-	-	-	
5820 - Building Maintenance	19,028	56,123	20,453	22,000	19,757	20,000
5840 - Small Equipment	285	804	2,353	2,000	1,036	2,500
5860 - Gasoline/Diesel Fuel	17,021	13,060	9,947	10,000	11,554	12,000
5880 - Employee work clothes	-	1,425	576	1,000	813	1,000
Total 5800 - PARK EQUIPMENT	67,551	113,452	60,131	67,000	61,842	67,500
6000 - CART EXPENSE						
6010 - Cart Lease Expense	52,503	52,022	67,699	72,216	104,856	96,696
6015 - Board Lease Expense			7,838	15,176	15,176	7,588
6020 - Electricity	9,324	13,118	12,274	12,642	12,869	13,255

OHPA 2019 Budget FY 2015-2019

	FY15 ACTUAL	FY16 ACTUAL	FY17 ACTUAL	FY18 BUDGET	FY18 Actual	FY19 BUDGET
6030 - Maintenance	5,674	13,534	12,678	4,000	4,453	4,587
6050 - Cart Insurance	4,800	4,800	4,800	4,800	4,800	4,800
6060 - Misc. Cart Expense	-	-	531	2,000	-	2,000
Total 6000 - CART EXPENSE	72,301	83,474	105,820	110,834	142,154	128,926
7001 - Uncategorized Expenses				10,000	-	8,000
TOTAL OPERATIONAL EXPENSE	1,298,476	1,475,096	1,465,625	1,531,227	1,493,651	1,538,729
TOTAL OPERATIONAL NET INCOME	271,893	207,316	85,382	133,748	116,933	928
B/S - Financed Debt Service Principal	56,466	60,000		49,886	59,634	61,176
Restructured Debt	101,452	18,347	52,797	50,768	52,466	\$0?
Capital Funding \$150K	2,367	2,096	1,820	1,539	1,539	\$0?
\$150K Operating Debt	2,322	2,051	1,774	1,492	1,492	\$0?
Irrigation Debt Service						
Paving Debt Service						
Restaurant Debt Service						
Escrow Funding						
Commercial Debt Service						
Loan Repayment	106,141	22,494	56,391	53,799	55,497	-
NET INCOME BEFORE CAPITAL EXPENSES	165,752	184,822	28,991	79,949	61,436	928
8000 - OTHER EXPENSE						
8000 - Depreciation/Amortization	235,487	224,047	236,335	231,716	236,335	220,000
8000 - Depreciation/Amortization Non Cash	(235,487)	(224,047)	(236,335)	(231,716)	(236,335)	(220,000)
8001 - Capital projects				50,000	89,144	30,000
8006 - Disposed Assets			(3,000)			
Contingency						
Total 8000 - OTHER EXPENSE	235,487	224,047	233,335	231,716	236,335	220,000
NET INCOME	(69,735)	(39,225)	(204,343)	(151,767)	(174,898)	(219,072)
PRIOR YEAR	(37,148)	(105,883)	(146,107)	(350,451)	(502,218)	(677,116)
CUMMULATIVE	(106,883)	(146,107)	(350,451)	(502,218)	(677,116)	(896,188)
Net Income as a % of Golf Revenue	-4.9%	-2.5%	-14.5%	-9.9%	-11.6%	-14.7%

Fogel, Angela

Subject: FW: OHPA Restructuring

From: Tom Livingston [mailto:tomlivingston1@gmail.com]
Sent: Wednesday, February 6, 2019 3:52 PM
To: Fogel, Angela <afogel@norwalkct.org>
Cc: John Kydes <jtkyd@yahoo.com>; Greg Burnett <greg.burnett@sbcglobal.net>
Subject: OHPA Restructuring

Angela,

Here is a draft of the current proposal. As I mentioned, I still need sign-off from a couple of people. Let me know if you have any questions and comments. Thanks.

- 1 - The City will make a one time special appropriation for the purchase of the restaurant equipment and refurbishment of the restaurant building in the amount of approximately \$83,000. This represents amounts actually spent from the OHPA line of credit to secure the building and equipment in March 2018, as well as all repairs and refurbishment made from March through May 2018. This does not include the \$8k reimbursed to OHPA by the State of Connecticut with the remainder of Grant funds.
- 2 - The City will restructure the current debt to 0% interest, retroactive to FY 2017, on all OHPA loans (the current consolidated debt payment and the two smaller operating and capital loans).
- 3 - OHPA will pay the City \$1.00 per revenue round each month, commencing on the earlier of (a) December 1, 2019 and (b) the first day of the month next following repayment in full of OHPA's current Letter of Credit. Payments will be based on the previous month's rounds, regardless of number, and be payable monthly.
- 4 - Oak Hills will pay the City a per revenue round fee, starting at \$2.00 for FY 2020 and increasing \$.05 each fiscal year thereafter until the total debt is repaid. Payments will be made monthly, based on the previous month's rounds.
- 5 - As long as there is any debt to the City outstanding, OHPA will pay the City an additional 1% of audited gross golf revenue each year promptly upon completion of the annual audit.
- 6 - All of the foregoing payments from OHPA will be applied to the outstanding principal balance.

This is contingent upon Council and BET approval and receipt of final audit report.

Thomas P. Livingston
23 Crockett Street
Rowayton, CT 06853
Tel: 203.866.8441

CITY OF NORWALK – OAK HILLS PARK AUTHORITY
PROPOSED LOAN RESTRUCTURING AND LEASE TERMS

LOAN DOCUMENTS

- 1 - The City will make a one time special appropriation for the purchase of the restaurant equipment and refurbishment of the restaurant building in the amount of approximately \$83,000. This represents amounts actually spent from the OHPA line of credit to secure the building and equipment in March 2018, as well as all repairs and refurbishment made from March through May 2018. This does not include the \$8k reimbursed to OHPA by the State of Connecticut with the remainder of Grant funds.
- 2 - The City will restructure the current debt to 0% interest, retroactive to FY 2017, on all OHPA loans (the current consolidated debt payment and the two smaller operating and capital loans) .
- 3 - Oak Hills will pay the City a per revenue round fee, commencing July 2020, starting at \$2.00 for FY 2020 and increasing \$.05 each fiscal year thereafter until the total debt is repaid. Payments will be made monthly, based on the previous month's rounds.
- 4 - As long as there is any debt to the City outstanding, OHPA will pay the City an additional 1% of audited gross golf revenue each year promptly upon completion of the annual audit, to the extent there are funds available to do so. OHPA will not be required to borrow against its line of credit to make such payment.
- 5 - All of the foregoing payments from OHPA will be applied to the outstanding principal balance.

RESTAURANT LEASE

- 1 - Extend the lease for 30 years (from 2019 forward).
- 2 - Default under the Loan Documents is a Default under the Lease.
- 3 - Delete restriction on restaurant bar.
- 4 - Starting in FY 2020, 50% net rental payment from food services vendor to be set aside in a fund for capital improvements to the restaurant building, subject to a reasonable cap on such fund.
- 5 - Selection process used for retaining a food services vendor shall be subject to Common Council approval.
- 6 - The terms of the lease agreement offered to any food services vendor shall be subject to Common Council approval.