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Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Brian Candela at bcandela@norwalkct.org to provide written public comment prior to the meeting.

COMMON COUNCIL ORDINANCE COMMITTEE **REGULAR MEETING**

October 20, 2020

7:00 p.m. – By videoconference and Teleconference

AGENDA

- 1. ROLL CALL:**
- 2. PUBLIC HEARING (possible action on):**
- 3. PUBLIC HEARING DISCUSSION:**
- 4. PUBLIC COMMENT:**
- 5. ACCEPTANCE OF MINUTES:**

- September 15, 2020 – regular meeting of the ordinance committee

6. OLD BUSINESS:

- Discuss and vote on Code of Ethics Section 32-4 – Conflicts of Interests; interference with duties; prohibited interests; exceptions.
- Discuss and vote on Chapter 38, Article 1, Sections 38-1, 38-2, 38-3, 38-4, 38-5 and 38-6.

7. NEW BUSINESS:

- Discuss Chapter 45, Article 4, Sections 45-29, 45-30, 45-31, 45-32, 45-33 and 45-34.

8. DISCUSSION ITEM:

9. ADJOURNMENT:

**Draft Meeting Minutes from the 9/15/2020
Ordinance Committee Meeting**

**CITY OF NORWALK
ORDINANCE COMMITTEE
REGULAR MEETING – BY VIDEOCONFERENCE AND TELECONFERENCE
SEPTEMBER 15, 2020**

ATTENDANCE: Lisa Shanahan, Chair; David Heuvelman, Thomas Livingston, Todd Dominique Johnson, Kadeem Roberts, Manny Langella, Tom Keegan

STAFF: Brian Candela, Corporation Counsel, Haroldo Williams, Board of Ethics, Angela Fogel, Director of Management and Budget, Darin Callahan, Corporation Counsel

OTHERS: Nelson Soracco, President and CEO of Century Protective Services, Craig Bonnist, Attorney for Century Protective Services, Inc., Hans Jean, Complainant

1. ROLL CALL

Ms. Shanahan called the meeting to order at 7:02 p.m. A quorum was present.

2. PUBLIC HEARING (possible action on)

There was no public hearing.

3. PUBLIC HEARING DISCUSSION

There was no discussion.

4. PUBLIC COMMENT

There was no public comment.

5. ACCEPTANCE OF MINUTES

August 18, 2020 – ordinance committee meeting

Mr. Heuvelman said on page 3 under old business last line, change “service” to “serve”.

Ms. Shanahan said on page 3, paragraph 4 change the last sentence to: it was intentionally left big so that the Board of Ethics could use its best discretion.

In the next paragraph, Mr. Church said the Board of Ethics recognized that a lot of “employees and officers” served on different boards.

She also said to change the spelling of “judgement” to “judgment”

Mr. Livingston said his concern is that an individual should be able to look to the conflict of interest ordinance to provide guidance.

During executive session no motions were made and no action was taken.

**** MR. LIVINGSTON MOVED TO ACCEPT THE MINUTES AS AMENDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

6. OLD BUSINESS

Discuss and vote on Code of Ethics Section 32-4 – Conflict of Interests; interference with duties; prohibited interests; exceptions.

Ms. Shanahan said she and Mr. Candela had a conversation last week and she is still struggling with the conflicts of interest definition. She recommended that the Committee put this off until the next meeting.

**** MR. HUEVELMAN MOVED TO TABLE THIS ITEM UNTIL THE NEXT MEETING.**

**** THE MOTION PASSED UNANIMOUSLY**

Discuss and vote on Complaint of Hans Jean v. Century Protective Services, Inc. File No. 50470-0059.

Ms. Shanahan read an affidavit by Irene Alarcon, transactional paralegal, dated September 8, 2020 (Exhibit A) stating that a true and accurate contract between the City of Norwalk and Century Protective Services for security guard services at Norwalk City Hall and Norwalk Public Library dated July 9, 2015 and was duly signed and witnessed. The affidavit, contract and exhibits were entered into the record as an exhibit. She brought to the attention of the committee the City of Norwalk Living Wage Certificate Form dated February 23, 2015 is attached to the contract as Exhibit B.

Ms. Shanahan then proceeded to read an affidavit of Angela Fogel, Director of Management and Budget Finance Department, dated September 1, 2020, stating that she did not receive any records relating to Living Wage pertaining to Century Protection Services.

Ms. Fogel said she did not receive any communications of any kind from Century Protective Services.

The next person to testify was Attorney Craig Bonnist representing Century Protective Services. Mr. Bonnist said his arguments were three-fold. He said first Century is barred by the statute, secondly the claims are barred by the statute of limitations and third even if the status is applied CPS complied with the statute by offering health benefits.

Mr. Bonnist said it does not apply entities that employ 25 or more employees and it employees 3 with the City of Norwalk. He said by definition Century Protective Services is barred. Mr. Bonnist said a complaint must filed a complaint within 90 days and this occurred over two years ago. He said even if this is rendered timely the period of recovery is 90 days from the date of the complaint so it is barred from further remedy beyond the 90 day period. He said he looked at the Connecticut Wage Payment Law and the Norwalk Living Wage ordinance and the interpretation of a prevailing law.

Even if the Committee disagrees and this employer is deemed to be covered he said CPS had complied under the Living Wage of \$13.88 and was paid \$14.50. He said no testimony has been offered on this issue.

Mr. Bonnist introduced Mr. Soracco, the CEO and President for Century Protective Services, Inc. for questioning. Mr. Soracco said all employees are offered health coverage. Mr. Soracco said Mr. Jean signed an acknowledgement that he received the Employee Handbook which includes the option to obtain healthcare benefits.

Mr. Jean was then permitted to testify. He said he never received a Living Wage form from Century Protective Services and he never knew about or declined insurance. On the 6th page of the affidavit, and it states the living wage \$13.19 or \$16.93 without healthcare benefits.

Ms. Shanahan had some questions. She asked how many employees Century employees. Mr. Soracco said about 450. She asked what was provided to the City of Norwalk Finance Department to prove that health insurance benefits were offered. Mr. Soracco said nothing was offered and nothing was requested by the city.

He said during the orientation process new employees are given a handbook and they have the chance to read it and come back with questions and return an acknowledgement that says it was received and understood by the employee. He said the process is described in the handbook and the employee is responsible for coming to management to obtain healthcare.

Mr. Bonnist said at worst the period of recovery is limited to the 90 days before the complaint was filed.

Mr. Livingston asked about Mr. John Byrne and if he was an employee in February 2015. Mr. Soracco said he was. Mr. Bonnist said it's inherently unfair that Century Protective Services sent in a bid for this project and sent in their hourly rate. He said the City accepted that document that set the hourly rate and that offer and incorporated the document into the contract. Mr. Livingston said your employee admitted that the agreement did apply to you. Mr. Bonnist said regardless if we signed the acknowledgement this does not apply to us because we do not employ the requisite number of employees.

Ms. Shanahan proceeded to read the acknowledgement of John P. Byrne of February 23, 2015 into the record.

Mr. Huevelman asked if Mr. Byrne was a duly appointed representative and authorized to sign the agreement. Mr. Bonnist confirmed that he was and they are not questioning that.

Mr. Huevelman asked if you accept the statute of limitation argument then you are a covered employer. Mr. Bonnist said he is arguing the alternative that they are not a covered entity. If we are a covered entity, the complainant lost the right to make a complaint because statute of limitations expired. He said if applicable Mr. Sorracio did comply with the statute by offering health care benefits. Mr. Sorracio said the employee needs to come forward if they are interested in health care benefits. He added living wage is defined in the paycheck. He said it shows regular pay and supplemental.

Mr. Keegan asked Century if they knew about the living wage provision when Mr. Jean was hired. Mr. Sorracio said he did not know because he did not hire Mr. Jean. Mr. Keegan asked if Mr. Jean was informed about living wage by Century and Mr. Sorracio replied that he did not know.

Ms. Shanahan had a few questions for Mr. Jean. Mr. Jean said he was employed full time with Century Protective Services from March 21, 2018 to June 30, 2020. He said he was not offered health care benefits. He said he did sign the form that he received the handbook and read some of it but not all of it. Mr. Jean said he did not recall going over the handbook with any employee. He said he was never made aware about healthcare benefits or a 90-day waiting period for healthcare benefits. He also said he was never made aware of the living wage laws.

**** MR. LIVINGSTON MOVED TO ENTER EXECUTIVE SESSION.**

**** THE MOTION PASSED UNANIMOUSLY.**

The committee went into Executive Session at 8:10 p.m. and came out of Executive Session at 8:57 p.m.

Ms. Shanahan said no motions were made and no actions were taken during Executive Session.

Make a decision in the evidentiary hearing of Hans Jean v. Century Protective Services, Inc. File No. 50470-0059. This decision is made in compliance with Chapter 62 of Norwalk's City Code regarding living wage on the decision of August 18, 2020. Respondent failed to comply with the Living Wage and failed to comply with the reporting requirements of Section 62-6 (A). She said we affirm the decision of August 18, 2020 with one modification. Mr. Callahan said the restitution is retroactive to a 90-day period from the filing of the complaint.

On the first finding, with the modification.

**** MS. SHANAHAN MOVED TO AFFIRM WITH THE MODIFICATION.**

**** MOTION PASSED UNANIMOUSLY.**

On the second finding, that the defendant failed to comply with the reporting requirements of Section 62-6 (A) of the wage ordinance.

**** MS. SHANAHAN MOVED TO AFFIRM THE ORIGINAL FINDING THAT THE DEFENDANT DID NOT COMPLY WITH THE REPORTING REQUIREMENTS.**
**** MOTION PASSED UNANIMOUSLY.**

7. NEW BUSINESS

There was no new business.

8. DISCUSSION ITEM

There was no discussion item.

9. ADJOURNMENT

**** MR. LIVINGSTON MOVED TO ADJOURN.**
**** THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 9:03 p.m.

Respectfully submitted,

Greg Venuto
Telesco Secretarial Services

Chapter 32 – Code of Ethics

Section 32-4: Conflicts of Interests

Code of Ethics Revisions

Chapter 32. Code of Ethics

§ 32-4. Conflicts of interests; interference with duties; prohibited interests; exceptions.

A. Conflict of interest means any of the following:

1. A conflict of interest arises when there is a direct or indirect personal or financial interest of an Officer or Employee, or a person or group closely tied with the Officer or Employee, including someone from his or her Immediate Family or a business associate, in the outcome of an official act or action, or any other matter pending before the Officer or Employee or before the public body in which the Officer or Employee holds office or is employed. A conflict of interest may include, but not be limited to, the following forms:
 - a. A direct financial conflict of interest arises when an Officer or Employee acts on a matter that he or she derives a Financial Benefit.
 - b. An indirect financial conflict of interest arises when an Officer or Employee acts on a matter that his or her Immediate Family or business associate derives a Financial Benefit.
 - c. A direct personal conflict of interest arises when an Officer or Employee acts on a matter that has a direct impact on the Officer or Employee in a non-financial way but is of significant importance to the Officer or Employee.
 - d. An indirect personal conflict of interest arises when an Immediate Family member or business or personal associate of an Officer or Employee, or an organization in which an Officer or Employee is affiliated, receives an improper benefit as a result of an act or decision by the Officer or Employee.
2. A situation where an Officer or Employee has not disclosed ex parte communication(s) related to an administrative proceeding that is before the body to which that Officer or Employee belongs or is employed.

B. Prohibited Actions and Transactions

Unless otherwise provided in Section 32-4, a Municipal Employee or Officer shall not:

1. Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to appoint an Immediate Family member to a municipal position, whether paid or unpaid;
2. Have a role, directly or indirectly, in obtaining a Financial Benefit, hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
3. Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to refrain from hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;

4. Provide a Financial Benefit to a third party business or independent contractor, which is owned, operated, and/or controlled by an Immediate Family member;
5. Engage in any business or transaction or have a personal, Immediate Family or business interest, directly or indirectly, that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties.
6. Deliberate or participate in a decision or action by the Agency of which the Individual is a member or is employed if such Individual or any member of his or her Immediate Family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that Agency, unless otherwise provided by law.
7. Grant, by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage to any Person beyond that which is generally available to the public;
8. Receive by virtue of his or her office or position of employment with the City, any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or Officers and Employees of the City.

C. Exceptions:

A "conflict of interest" does not arise in the case of an official act or action in which the Officer or Employee has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision. In addition, subsections A and B of this section do not prohibit the following:

- (1) The employment of an Officer or Employee by a Person who has or who may enter into a contract with the City that is available to members of the general public through open bidding or other process, if the preparation, procurement or performance of the contract is not before the Officer's or Employee's Agency or the Officer or Employee is not responsible for any aspect of the transaction underlying the contract, and the Officer's or Employee's relationship is disclosed in writing to the City Clerk.
- (2) A purchase, sale, foreclosure or condemnation of property or any interest therein involving the City and an Officer or Employee of the City, if the transaction is conducted according to applicable public procedures. The Officer or Employee must take no part in the transaction on behalf of the City and an independent Officer or Agency must approve the terms of the transaction, in writing.

- (3) A contract or transaction between an Officer or Employee and the City, which contract or transaction does not involve his or her Agency and is available to the general public through open bidding or other process.
- (4) Performance of a contract involving the City and an Officer or Employee or a member of his or her Immediate Family, which was executed or entered prior to the date of hire, appointment or election of such Officer or Employee by the City, when written disclosure of the terms of such contract is filed in accordance with this Code of Ethics with the City Clerk.
- (5) Employment of an Officer or Employee by a media organization that publishes a public notice, resolution, ordinance or other document, the publication of which is required by law.
- (6) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of charitable or nonprofit entities or agencies, provided the Officer or Employee makes written disclosure of the relationship to the City Clerk and the Officer or Employee shall take no action with regard to the City related to such charitable or nonprofit entity or Agency.
- (7) Unless otherwise prohibited by law, nothing herein shall preclude an Officer or Employee of the City from serving on the board of an entity or Agency as a designated representative of the City and in such capacity his or her actions as a representative of the City shall not of itself constitute a conflict of interest under this Code of Ethics.
- (8) An Officer or Employee participating in any program offered by the City to Employees and Officers generally, including such programs as discount purchase programs, health and education programs, and recreational events.
- (9) City's Ordinance List Employees may represent the City's interests in any municipal labor contract negotiation or grievance procedure.

Board Code of Ethics Revisions

Chapter 32. Code of Ethics

§ 32-4. Conflicts of interests; interference with duties; prohibited interests; exceptions.

A. Conflict of interest means any of the following:

1. A conflict of interest arises when there is a direct or indirect personal or financial interest of an Officer or Employee, or a person or group closely tied with the Officer or Employee, including someone from his or her Immediate Family or a business associate, in the outcome of an official act or action, or any other matter pending before the Officer or Employee or before the public body in which the Officer or Employee holds office or is employed. A conflict of interest may include, but not be limited to, the following forms:
 - a. A direct financial conflict of interest arises when an Officer or Employee acts on a matter that he or she derives a Financial Benefit.
 - b. An indirect financial conflict of interest arises when an Officer or Employee acts on a matter that his or her Immediate Family or business associate derives a Financial Benefit.
 - c. A direct personal conflict of interest arises when an Officer or Employee acts on a matter that has a direct impact on the Officer or Employee in a non-financial way but is of significant importance to the Officer or Employee.
 - d. An indirect personal conflict of interest arises when an Immediate Family member or business or personal associate of an Officer or Employee, or an organization in which an Officer or Employee is affiliated, receives an improper benefit as a result of an act or decision by the Officer or Employee.
2. A situation where an Officer or Employee has not disclosed ex parte communication(s) related to an administrative proceeding that is before the body to which that Officer or Employee belongs or is employed.

~~Conflicts of Interest~~^[KM1]:

~~In the event an officer or employee of the City has a known conflict of interest, he or she shall disclose it in writing to their supervisor, and the supervisor shall file the written disclosure statement with the City Clerk., and if If such conflict is material, the Officer or Employee with the declared conflict he or she shall recuse himself or herself from taking any action, with regard to the City, related to the conflicting transaction, business or interest, including but not limited to, participating in discussions, meetings, or votes involving the conflicting interest, except as otherwise provided.~~

~~A. B. A-Prohibited Actions and Transactions~~

Unless otherwise provided in Section 32-4, a A-Municipal Employee or Officer shall not:

- (1) ~~Not-t~~Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to appoint an Immediate Family member to a municipal position, whether paid or unpaid;
- (2) ~~Not-h~~Have a role, directly or indirectly, in obtaining a fFinancial bBenefit, hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
- (3) ~~Not-t~~Take any action, directly or indirectly, to coerce, command or require a Municipal Employee, Officer or Agency to refrain from hiring, promoting, demoting, disciplining, or taking other personnel action involving an Immediate Family member;
- (4) ~~Not-p~~Provide a Financial Benefit to a third party business or independent contractor, which is owned, operated, and/or controlled by an Immediate Family member;
- (5) ~~(v) — Officer and employee of the City should avoid Avoid engaging in any business or transaction and should refrain from having an interest, directly or indirectly, which is materially in conflict with or materially incompatible with the proper discharge of his or her official duties for the City or might otherwise influence or impair his or her independence of judgment and action in the performance of said duties for the City;~~ Engage in any business or transaction or have a personal, Immediate Family or business interest, directly or indirectly, that is in material conflict with, influences and/or impairs his or her independence of judgment and action in the proper discharge of his or her official duties.
- (6) ~~Not-d~~Deliberate or participate in a decision or action by the Agency of which the iIndividual is a member or is employed if such iIndividual or any member of his or her Immediate Family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that aAgency, unless otherwise provided by law. Nothing herein shall prohibit any of the City's ordinance list Employees from representing the City's interests in any municipal labor contract negotiation or grievance procedure, merely because he or she is an ordinance list Employee;
- (7) ~~Not, b~~Grant, by virtue of his or her office or position of employment with the City, grant any special consideration, treatment or advantage to any pPerson beyond that which is generally available to the public;
- (8) ~~Not, b~~Receive by virtue of his or her office or position of employment with the City, receive any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or Officers and Employees of the City. generalgeneral

~~Conflicts of Interest~~^[KM2]:

~~In the event an officer or employee of the City has a known conflict of interest, he or she shall disclose it in writing to their supervisor, and the supervisor shall file the written disclosure statement with the City Clerk. , and if such conflict is material, the Officer or Employee with the declared conflict he or she shall recuse himself or herself from taking any action, with regard to the City, related to the conflicting transaction, business or interest, including but not limited to, participating in discussions, meetings, or votes involving the conflicting interest, except as otherwise provided for herein.~~

B. Exceptions: ~~Subsections A, and B of this section do not prohibit the following:~~

~~A "conflict of interest" does not arise in the case of an official act or action in which the Officer or Employee has a personal or financial interest in the outcome, such as in the establishment of a tax rate, that is no greater than that of other persons generally affected by the decision. In addition, subsections A and B of this section do not prohibit the following:~~

~~Unless otherwise provided by law, an officer or employee of the City shall not deliberate or participate in a decision or action by the agency of which the individual is a member or is employed if such individual or any member of his or her immediate family has any interest in the matter or would be likely to gain or lose any benefit that is not common to the general interest of the public as a result of the decision or action before that agency. Nothing herein shall prohibit any of the City's ordinance list employees from representing the City's interests in any municipal labor contract negotiation or grievance procedure, merely because he or she is an ordinance list employee.~~

~~C.~~

~~An officer or employee, in performing in his or her office or position of employment with the City, shall not grant any special consideration, treatment or advantage to any person beyond that which is generally available to the public.~~

~~D.~~

~~An officer or employee shall not by virtue of his or her office or position of employment with the City receive any special consideration, treatment or advantage in any activity or business transaction beyond that which is generally available to the public or officers and employees of the City generally.~~

^[KM2]~~C.E. Exceptions~~

~~Subsections A, and B, C, and D of this section do not prohibit the following:~~

- (1) The employment of an ~~officer~~Officer or ~~employee~~Employee by a ~~p~~Person who has or who may enter into a contract with the City that is available to members of the general public through open bidding or other process, if the preparation, procurement or performance of the contract is not before the ~~officer~~Officer's or ~~employee~~Employee's ~~a~~Agency or the ~~officer~~Officer or ~~employee~~Employee is not responsible for any aspect of the transaction underlying the contract, and the ~~employee~~Employee's or ~~officer~~Officer's or ~~Employee's~~ relationship is disclosed in writing to the City Clerk.
- (2) A purchase, sale, foreclosure or condemnation of property or any interest therein involving the City and an ~~officer~~Officer or ~~employee~~Employee of the City, if the transaction is conducted according to applicable public procedures. The ~~officer~~Officer or ~~employee~~Employee must take no part in the transaction on behalf of the City and an independent ~~officer~~Officer or ~~a~~Agency must approve the terms of the transaction, in writing. ~~Where appropriate and in accordance with this Code of Ethics, the officerOfficer or employeeEmployee should make written disclosure of the transaction to the City Clerk.~~
- (3) A contract or transaction between an ~~officer~~Officer or ~~employee~~Employee and the City, which contract or transaction does not involve his or her ~~a~~Agency and is available to the general public through open bidding or other process. ~~Where appropriate and in accordance with this Code of Ethics, the Officer or Employee shall make written disclosure of the transaction to the City Clerk.~~
- (4) Performance of a contract involving the City and an ~~officer~~Officer or ~~employee~~Employee or a member of his or her ~~immediate family~~Immediate Family, which was executed or entered prior to the date of hire, ~~appointment or election~~ of such ~~officer~~Officer or ~~employee~~Employee by the City, when written disclosure of the terms of such contract is filed in accordance with this Code of Ethics with the City Clerk.
- (5) Employment of an ~~officer~~Officer or ~~employee~~Employee by a ~~media organization newspaper~~ that publishes a public notice, resolution, ordinance or other document, the publication of which is required by law.
- ~~(6) Employment of an officerOfficer or employeeEmployee by a public utility regulated by the Public Utilities Regulatory Authority. Public Utilities Commission.~~
- (6) ~~Unless otherwise prohibited by law, nothing~~ [KM4]~~Nothing~~ herein shall preclude an ~~officer~~Officer or ~~employee~~Employee of the City from serving on the board of charitable or nonprofit entities or agencies, provided the ~~officer~~Officer or ~~employee~~Employee makes written disclosure of the relationship to the City Clerk and the ~~officer~~Officer or ~~employee~~Employee shall take no action with regard to the City related to such charitable or nonprofit entity or ~~a~~Agency.
- (7) ~~Unless otherwise prohibited by law, nothing~~ [KM5]~~Nothing~~ herein shall preclude an ~~officer~~Officer or ~~employee~~Employee of the City from serving on the board of an entity or

~~a~~Agency as a designated representative of the City and in such capacity his or her actions as a representative of the City shall not of itself constitute a conflict of interest under this Code of Ethics.

- (8) An ~~officer~~Officer or ~~employee~~Employee participating in any program offered by the City to ~~employee~~Employees and ~~officer~~Officers generally, including such programs as discount purchase programs, health and education programs, and recreational events.

- (9) City's Ordinance List Employees may represent the City's interests in any municipal labor contract negotiation or grievance procedure.

Chapter 38, Article 1, Sections 38-1 through 38-6

Chapter 38 **Explosives**

Article I **General**

§ 38-1. **License.**

No person shall hereafter keep, sell or expose for sale torpedoes, gunpowder or other explosives without first obtaining a license from the City Clerk, which license shall be good for one year and for which a fee of \$[5] shall be paid.

§ 38-2. **Firearms.**

No air rifles, air pistols, cannons, guns, pistols, revolvers, rifles, shotguns, or other firearms shall be discharged within the limits of the City, except as follows:

- A. This section shall not apply to the discharge of air rifles, air pistols, pistols, revolvers, rifles, or shotguns when discharged on a range licensed under this Article or operated by the Police Department of the City of Norwalk or by or under the authority of any state or federal agency.
- B. This section shall not apply to the discharge of shotguns when discharged by a duly licensed waterfowl hunter of the State of Connecticut using a load not heavier than No. 4 shot when discharged in the Norwalk Harbor (1) outside a 250 foot radius of the high tide mark at Calf Pasture Beach, Shady Beach, or Veteran's Memorial Park, or (2) on land along the shore of Norwalk Harbor or Long Island Sound when permission has been obtained from the owner of such land, provided in each case that such hunter is otherwise in compliance with this Article and all applicable state and federal laws and regulations, including State of Connecticut hunting laws and regulations.
- C. This section shall not apply to the discharge of firearms to protect life or property.
- D. The discharge of shotguns as provided in Section 38-2B shall not be within 100 feet of a public or private highway or within 500 feet of a dwelling.

§ 38-3. **Rifle and skeet ranges; license; Commission.**

The Mayor, subject to the approval of the Common Council, shall appoint a Commission to license rifle, pistol and skeet and trap shooting ranges consisting of three members, one to hold office until the second Tuesday in November 1948, one to hold office until the second Tuesday in November 1949 and one to hold office until the second Tuesday in November 1950. The terms of such Commissioners shall begin on the day of their appointments. Annually thereafter, the Mayor shall appoint, in the manner hereinbefore provided, one Commissioner of such Commission to serve for a term of three years. Any vacancy which may occur in the membership of such Commission shall be filled for the unexpired portion of the term in the manner hereinbefore provided. The members of such Commission shall serve without compensation. The members of such Commission shall make rules and regulations for the licensing of rifle, pistol

and skeet and trap shooting ranges, including fees, and such rules and regulations shall have the same force and effect as though incorporated in this Article when such rules and regulations have been approved by the Mayor and Common Council.

§ 38-4. Rules for use or carrying of firearms and hunting in or on City owned or leased properties and facilities.

- A. No person, other than peace or police officers or properly authorized security personnel, each acting in the discharge of their duties as such, shall use, carry, or possess air rifles, air pistols, cannons, guns, pistols, revolvers, shotguns, or other firearms in or on any City owned or leased property or facility, including any park, beach, or other recreational property or facility.
- B. No person, other than peace or police officers, properly authorized security personnel, or City hired animal control officers, each acting in the discharge of their duties as such, shall hunt, trap, or pursue any bird, reptile, or animal at any time in or on any City owned or leased property or facility, including any park, beach, or other recreational property or facility, nor shall any person other than those excluded herein use, carry, or possess any spring gun, bow and arrow, crossbow, sling, or any kind of trapping device, or any other weapon or device potentially harmful to birds, reptiles, or animals and dangerous to human safety in or on any City owned or leased property or facility, including any park, beach, or other recreational property or facility.
- C. Notwithstanding the provisions of this Section 38-4, unloaded shotguns may be carried by duly licensed waterfowl hunters at the marina at Veteran's Memorial Park for the sole purpose of gaining access to or from boats used for waterfowl hunting, provided that such carrying and hunting is otherwise in compliance with this Article and all applicable state and federal laws and regulations, including State of Connecticut hunting laws and regulations.

§ 38-5. Distribution of Article.

The Town Clerk shall give a copy of this Article to each person to whom a hunting license is issued by the City.

§ 38-1. License.

No person shall hereafter keep, sell or expose for sale torpedoes, gunpowder or other explosives without first obtaining a license from the City Clerk, which license shall be good for one year and for which a fee of \$5 shall be paid.

§ 38-2. Firearms.

No air rifles, air pistols, cannons, guns, pistols, revolvers, rifles, shotguns or other firearms shall be discharged within the limits of the city, except as follows:

- A. This section shall not apply to the discharge of air rifles, air pistols, pistols, revolvers, rifles or shotguns when discharged on a range licensed under this Article or operated by the Police Department of the City of Norwalk or by or under the authority of any state or federal agency. **[Amended 6-10-1980]**
- B. This section shall not apply to the discharge of shotguns when discharged by a duly licensed hunter of the state using a load not heavier than No. 4 shot when discharged in the Norwalk Harbor or on land along the shore of Norwalk Harbor or on land along the shore of Norwalk Harbor or Long Island Sound when permission has been obtained from the owner of such land.
- C. (Reserved)¹
- D. This section shall not apply to the discharge of firearms to protect life or property.
- E. This section shall not apply to the discharge of firearms by property owners, their employees or agents to kill vermin or wild animals which are destroying property.
- F. The discharge of shotguns as provided in § 38-2B and 2C shall not be within 100 feet of a public or private highway or within 500 feet of a dwelling.

§ 38-3. Rifle and skeet ranges; license; Commission. [Amended 6-10-1980]

The Mayor, subject to the approval of the Common Council, shall appoint a Commission to license rifle, pistol and skeet and trap shooting ranges consisting of three members, one to hold office until the second Tuesday in November 1948, one to hold office until the

1. Editor's Note: Former Subsection C, pertaining to land north of the Post Road, was repealed 6-9-1998.

second Tuesday in November 1949 and one to hold office until the second Tuesday in November 1950. The terms of such Commissioners shall begin on the day of their appointments. Annually thereafter, the Mayor shall appoint, in the manner hereinbefore provided, one Commissioner of such Commission to serve for a term of three years. Any vacancy which may occur in the membership of such Commission shall be filled for the unexpired portion of the term in the manner hereinbefore provided. The members of such Commission shall serve without compensation. The members of such Commission shall make rules and regulations for the licensing of rifle, pistol and skeet and trap shooting ranges, including fees, and such rules and regulations shall have the same force and effect as though incorporated in this Article when such rules and regulations have been approved by the Mayor and Common Council.

§ 38-4. (Reserved)²

§ 38-5. (Reserved)³

§ 38-6. Distribution of Article.

Copies of this Article shall be furnished to the office of the Town Clerk of the city, and he shall give a copy to each person to whom he issues a hunting license.

2. Editor's Note: Former § 38-4, Enforcement, was repealed 6-10-1980.

3. Editor's Note: Former § 38-5, Carrying firearms, was repealed 6-10-1980.

Chapter 45, Article 4, Sections 45-29 through 45-34

City of Norwalk, CT
Friday, October 16, 2020

Chapter 45. Food and Food Establishments

Article IV. Outdoor Dining

§ 45-29. Definitions.

As used in this article, the following terms shall have the meanings indicated:

OUTDOOR DINING

Any outdoor cafe, sidewalk cafe, eating area or any food service accessory to a restaurant.

§ 45-30. Location restricted; permit and license agreement.

- A. Outdoor dining may be allowed only in specified zones of designated property for outdoor dining adopted by the Zoning Commission.
- B. Permit and license agreement.
 - (1) Outdoor dining proposed to be located entirely on private property is required to obtain a permit from the Director of Zoning or his/her designee pursuant to the Norwalk Zoning Regulations.^[1]
 - [1] *Editor's Note: See Ch. 118, Zoning.*
 - (2) Outdoor dining proposed to be located on a public sidewalk or land must meet the following requirements:
 - (a) A permit from the Zoning Department pursuant to the Norwalk Zoning Regulations;
 - (b) A license agreement by and between the City of Norwalk and the applicant for utilization of City-owned property.
 - (3) The application for a license agreement and required zoning permit shall be coordinated by the Director of Zoning or his/her designee.

§ 45-31. Application for permit and license agreement.

An application for a permit and license agreement to use public land for outdoor dining shall be filed with the Director of Zoning or his/her designee who shall determine whether the application complies with the following criteria:

- A. Outdoor dining may be located on public sidewalks in front of, adjacent to or abutting the indoor restaurant which operates the outdoor dining. Outdoor dining shall extend no further than the actual street frontage of the operating restaurant.
[Amended 3-24-2009]

- B. Outdoor dining operation shall provide not less than five contiguous feet of sidewalk clear of obstructions to allow unimpeded pedestrian traffic. At street corner intersections there shall be a minimum of eight feet of unobstructed sidewalk. Obstructions shall include, but not be limited to, light poles, traffic signal poles, fire hydrants, utility structures and street signs. Further, the location of outdoor dining cannot obstruct the clear sight distance for vehicles or access or crossings for the disabled.
- C. Outdoor dining operation shall meet all Building Code requirements and Zoning Code Regulations.

§ 45-32. Design standards.

- A. Outdoor dining on public land shall have an approved enclosure. All planters, railings and fences associated with outdoor dining must be approved by the Director of Public Works. Railings, fences or other enclosures shall not be more than 42 inches in height and must be anchored in a manner to prevent movement. Railings and fences must be removed from the sidewalk and stored indoors when outdoor dining is not in seasonal operation unless the Director approves otherwise. No modifications shall be made to City property without approval of the Director of Public Works.
- B. Furnishings for outdoor dining shall consist solely of moveable tables, chairs and decorative accessories. Furnishings must be kept in a state of good repair and in a clean and safe condition at all times.
- C. Awnings shall be adequately secured and retractable. Umbrellas over tables must be adequately weighted.
- D. Tables, chairs, and all other furnishings or accessories may be left in place overnight during seasonal operation but shall be removed from the sidewalk and stored indoors whenever outdoor dining is not in seasonal operation. It shall be the responsibility of the licensee to secure furnishings and accessories that are left in place overnight.
- E. Outdoor heaters, busking stations, trash receptacles, food preparation stations, and music shall not be permitted in the outdoor dining facility.
- F. Outdoor dining shall be at the same elevation as the public sidewalk and any exceptions must be approved by the Director of Public Works. Paint, carpeting, artificial turf, platforms or other surfaces of any kind shall not be permitted at any time in the outdoor dining facility.
- G. No sign shall be allowed at any outdoor dining facility except for the name of the establishment on an awning or umbrella fringe. One menu board sign may be displayed within the area of the outdoor dining, mounted on an easel or other easily removable fixture. The sign shall not exceed six square feet.

§ 45-33. License agreement terms and other requirements.

- A. Anyone wishing to operate outdoor dining on public property must execute a license agreement by and between the applicant and the City of Norwalk.
- B. The Director of Zoning or his/her designee will coordinate a license agreement application with Public Works Department, Health Department, Police Department, Redevelopment Agency, Fire Marshal and Code Enforcement Department. In addition to meeting the requirements of this article, the applicant shall be responsible for providing additional information requested by any City Department for its review.
- C. Any requirements of other agencies which regulate restaurants or the public right-of-way must be adhered to, and the City of Norwalk shall incorporate any such requirements into the license

agreement and shall not recommend a license agreement if the applicant has not received approvals for the operation from other agencies having any jurisdiction on its operation.

- D. Any license agreement shall not in any way excuse an applicant from complying with any applicable requirement imposed by the Liquor Control Act of the State of Connecticut. Consumption of alcohol on such property is permitted only in accordance with any liquor permit, provided that such public consumption shall not violate any other state statute, state regulation or municipal ordinance.
- E. The outdoor dining licensee must provide liability insurance in an amount determined by the Director of Finance, and must name the City as an additional insured in that policy.
- F. All permit and license agreement fees shall be nonrefundable. The permit fee shall be \$100 and the license agreement fee for the leasing of City property shall be \$2 per square foot of leased space.
- G. Outdoor dining license agreements shall be issued for an annual operation period from April 1 to November 1. Thereafter, the Director of Zoning or his/her designee may approve a renewal application and license agreement on an annual seasonal basis, provided a request is made for the renewal and after an inspection of the premises has been completed.
- H. A performance bond shall be required as a condition of issuance of a license agreement in the amount of the license agreement fee.
- I. The City may deny a license agreement or a renewal license agreement to operate outdoor dining if the proposed licensee has a history of violations of any of the requirements governing outdoor dining, fails to correct any violations when duly noticed, violates the terms of the license agreement or has any tax delinquencies.
- J. A license agreement shall not be executed until all approvals are received.
- K. Any violations of the requirements governing outdoor dining, the terms of the license agreement or failure to correct any violations when duly noticed by the City shall be deemed separate offenses and subject to a fine of \$99.

§ 45-34. Operation and service requirements.

- A. Outdoor dining may operate during regular business hours of the restaurant operating the outdoor dining but no later than 11:00 p.m. The license agreement shall be for all annual seasonal outdoor dining from April 1 through November 1.
- B. The licensee of outdoor dining is responsible for keeping the premises clean at all times, including the public sidewalk and other furnishings of the outdoor dining. At no time should trash or debris of any kind be blown, swept or otherwise deposited into the street. The presetting of tables with utensils, glasses, napkins, condiments and the like is prohibited.
- C. The City reserves the right and power to temporarily order the discontinuation of the operation of public outdoor dining at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. These situations include, but are not limited to festivals, parades, marches, road races, repairs to the street or sidewalk, or any other emergencies occurring in the area. To the extent possible, the licensee shall be given prior written notice of the time period during which the operation of outdoor dining will not be permitted by the City, but failure to give notice shall not affect the right and power of the City to prohibit outdoor dining operation at any particular time.
- D. The City reserves the right and power to terminate the license agreement for any reason, including, but not limited to, a violation of any provision of this article and/or the terms of the license agreement.

- E. Any aggrieved person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk.