



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, OCTOBER 11, 2023**

7:00 PM

<https://www.norwalkct.gov/Meetings>



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by Approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



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 Dilene Byrd at dbyrd@norwalkct.gov to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of July 12, 2023
- III Public Participation
- IV **Old Business**
- V **New Business**

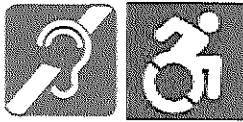
The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

1. Approve the use of Taylor Farm and immediate surrounding grounds by the Greenwich Kennel Club for their Paws by the Sea Dog Show event to be held from Thursday, June 6, 2024 to Sunday, June 9, 2024 from 10:00 AM to 4:00 PM. Set-up time from Tuesday, June 4, 2024 at 12:00 PM to Wednesday, June 5, 2024 at

5:00 PM with tear-down on Sunday, June 9, 2024 by 3:00 PM. Approximately 500 + people.

2. Approve the use of Taylor Farm and immediate surrounding grounds by the Friends of Norwalk Dogs for their Halloween Dog Costume Romp event to be held on Sunday, October 22, 2023 from 11:00 AM to 4:00 PM. Set-time at 10:30 AM with tear-down by 4:30 PM. Approximately 50+people.
3. Authorize the Mayor, Harry W. Rilling, to extend the contract with Norwalk Community Sailing for three (3) additional years, per section I-2 of lease agreement dated October 12, 2021, and to add a rowing component to the existing contract.

VI Discussion



**CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, SEPTEMBER 13, 2023.
REGULAR MEETING
7:00PM.**

Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.

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Members of the public who wish to provide public comment are encouraged to submit those via e-mail 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 Dilene Byrd at dbyrd@norwalkct.gov to provide written comment prior to the meeting.

ATTENDANCE: Darlene Young, Chair, Josh Goldstein, Bran Meek

ABSENT: Lisa Shanahan, Jenn McMurrer, Nicol Ayers, John Kydes

STAFF: Robert Stowers, Director of Recreation and Parks; Ken Hughes, Superintendent, Recreation and Parks; Anna Breault, Special Event Coordinator

I ROLL CALL

Ms. Young called the roll.

II MINUTES OF JULY 12, 2023

The minutes were tabled due to a lack of a quorum.

III PUBLIC PARTICIPATION

There was no public participation this evening.

IV OLD BUSINESS

There was no old business discussed this evening.

V NEW BUSINESS

The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

Ms. Young said there is not a quorum present so the items will be discussed and moved to the next Common Council meeting, and staff from the Recreation and Parks will reach out to the applicants if they need to attend.

- 1. APPROVE THE USE OF WOLFPIT ELEMENTARY SCHOOL AND IMMEDIATE SURROUNDING GROUNDS BY THE WOLFPIT PTA FOR THEIR PUMPKIN FEST EVENT ON SATURDAY, OCTOBER 14, 2023, FROM 10:00 AM TO 4:00 PM. SET-UP TIME AT 6:00 AM WITH TEAR-DOWN BY 6:00 PM. RAIN DATE SUNDAY, OCTOBER 15, 2023. APPROXIMATELY 300 + PEOPLE.**

Ms. Rothstein provided an overview of the event and said it is a great fundraiser for the community and will be run the same as it has in the past.

2. APPROVE THE USE OF 50 WASHINGTON ST. AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK FOR THEIR A NIGHT-FAIR ON WASHINGTON ST. EVENT TO BE HELD ON SATURDAY, OCTOBER 28, 2023, FROM 5:00 PM TO 10:00 PM. SET-UP TIME AT 8:00 AM WITH TEAR-DOWN BY 11:00 PM. APPROXIMATELY 100+ PEOPLE.

Ms. Breault presented and said that they will be using 50 Washington Street for a Halloween Night Fair on Washington Street that will be held on October 28th and October 29th. She provided an overview of the event and said it will include a Halloween night fair on Washington Street on October 28th from 5:00PM- 10:00PM that will include performances and costume contests.

3. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY BLUE & YELLOW UKRAINE FOR THEIR VETERANS DAY 5K EVENT TO BE HELD ON SUNDAY, OCTOBER 29, 2023, FROM 8:00 AM TO 10:00 AM. SET-UP TIME AT 6:00 AM WITH TEAR-DOWN BY 11:00 AM. RAIN DATE SUNDAY, NOVEMBER 5, 2023. APPROXIMATELY 200 PEOPLE.

There was no discussion.

4. APPROVE THE USE OF 50 WASHINGTON ST. AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK FOR THEIR A NIGHT-FAIR BRUNCH EVENT TO BE HELD ON SUNDAY, OCTOBER 29, 2023, FROM 11:00 AM TO 4:00 PM. SET-UP TIME AT 10:00 AM WITH TEAR-DOWN BY 8:00 PM. APPROXIMATELY 100+ PEOPLE.

Ms. Breault said that on October 29th from 11:00AM -4:00PM they will be offering a daytime portion of the Halloween night for families to enjoy and will also include pet themed events. She said the restaurants on Washington Street will be offering brunch specials to coordinate with restaurant week.

5. APPROVE THE USE OF 50 WASHINGTON ST. AND IMMEDIATE SURROUNDING GROUNDS BY THE CITY OF NORWALK FOR THEIR HOLIDAY EXTRAVAGANZA EVENT TO BE HELD ON SATURDAY, NOVEMBER 25, 2023, FROM 3:00 PM TO 8:00 PM. SET-UP FROM 8:00 AM WITH TEAR-DOWN BY 10:00 PM. APPROXIMATELY 200 PEOPLE.

Ms. Breault provided an overview of the event and said the holiday extravaganza will be held on November 25th from 3:00PM-8:00PM and will be a repeat of what was done last year, just better and will include holiday activities and live music.

Ms. Young asked if there would be off-site parking available. Ms. Breault said that has been discussed and she will have those answers once they are presented to the Parking Authority. Mr. Goldstein said it looks like a wonderful plan and a great use of space.

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH LANGAN FOR AN AMOUNT NOT TO EXCEED \$103,250.00, PROJECT # 4289, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR MEADOW ST. PARK FROM ACCOUNT # 134010-5796-ARP01.

Mr. Stowers said this is to upgrade the playgrounds and parks and Meadow Street Park was identified as a project under the ARPA funds and the Department of Economic and Community Development.

Ms. Young asked how this construction project aligns with the potential redevelopment of Meadow Gardens and if the square footage will be expanded. Mr. Stowers said he does not think the square footage can be expanded but will try to use the space more wisely and have selected the contractor that is the same as for the Housing Authority so it will blend well. He said once the design has been completed, he will present it to the committee.

6 A. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$13,950.00, PROJECT # 4289, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR MEADOW STREET PARK, FROM ACCOUNT # 134010-5796-ARP01.

There was no discussion.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A 5 YEAR RENTAL AGREEMENT WITH ERIC MONTGOMERY FOR THE CARETAKER APARTMENT, LOCATED AT THE REAR OF THE FODOR HOMESTEAD AT 328 FLAX HILL ROAD, NORWALK.

Mr. Stowers said throughout the country there have been properties that have been donated to cities with houses on it and there is a resident facility at Fodor Farm that includes an apartment, and they would like to have a caretaker just like is done at Cranbury Park and will use the same model and the lease will be similar. He said Mr. Montgomery is a supervisor at Recreation and Parks and will perform maintenance services on the grounds and decrease the amount of rent that is collected. Mr. Meek said that is typically imputed income for the tenant and asked if that will

hit payroll and if FICA tax will be paid so not run into any issues with the IRS. Mr. Stowers said he does not think it is an IRS issue for the city. Mr. Meek said it would be if it is not being rented at full market value. Mr. Stowers said it will be rented at full market value but will be reduced based on the work the tenant will be doing. Mr. Meek said that is income and therefore taxable to the tenant. Mr. Goldstein asked if the legal department has signed off on the lease and any income that is legally taxable will be taxed. Mr. Stowers said "yes".

8. RESOLVED THAT THE CITY OF NORWALK, CT MAY ENTER INTO WITH AND DELIVER TO THE STATE OF CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION, ANY AND ALL DOCUMENTS WHICH IT DEEMS TO BE NECESSARY OR APPROPRIATE FOR A GRANT OF \$1,000,000.00 FOR THE CITY OF NORWALK'S DEPARTMENT OF RECREATION AND PARKS; AND BE IT FURTHER RESOLVED THAT HARRY W. RILLING AS MAYOR OF THE CITY OF NORWALK IS AUTHORIZED AND DIRECTED TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS ON BEHALF OF THE CITY OF NORWALK, AND TO DO AN PERFORM ALL ACTS AND THINGS WHICH HE DEEMS TO BE NECESSARY OR APPROPRIATE TO CARRY OUT THE TERMS OF SUCH DOCUMENTS.

Mr. Stowers said they have been very fortunate to not only have the support of this committee but also from Senator Duff and the representatives in the state legislature and were fortunate enough again to receive a \$1 million dollar grant to help the Recreation and Parks department some projects. He said there is a trails project that they would like to complete at Cranbury Park and have sufficient funds from the initial grant for Cranbury Park to do an assessment but will add \$400,000 for construction after the plan is completed. He said they are very fortunate to be able to do that and have a good trail system that can be maintained after the construction has been completed, and some of the money will be used for additional capital equipment for the maintenance group and will provide start up funds for a park foundation. Mr Goldstein asked if the remaining \$600,000 from the grant have been allocated and spent or if it is extra money for additional projects. Mr. Stowers said it was a grant that Senator Duff had received, and he asked what the needs are of Recreation and Parks.

9. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT, PROJECT # 4094, SAILING INSTRUCTION AND SEASONAL NON-MOTORIZED WATERCRAFT RENTAL, WITH NORWALK COMMUNITY SAILING, INC., TO ALSO INCLUDE ROWING.

Ms. Isamiddinova said she had reached out to Mr. Hughes about potentially having a rowing program so that it can be more affordable to the community but all of the details have not yet been worked out because this is a preliminary inquiry so it may be too late to start for the fall season. Mr. Hughes said that he has spoken to the Risk Manager and Corporation Council, and they have no issue about adding a rowing component to the existing contract. He Requested that

Ms. Isamiddinova have the proposal for the next meeting which is when the existing contract will be voted on and can incorporate this new component into it.

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH SPORT TECH CONSTRUCTION CORP., IN AN AMOUNT NOT TO EXCEED \$299,000.00 FOR THE ROWAYTON SCHOOL TENNIS AND PICKLEBALL COURT RECONSTRUCTION PROJECT # 4299, FROM ACCOUNT # 0923-6030-5796-C0832.

Mr. Hughes said this was a bid for the two existing tennis courts at Rowayton School and will be converting one of the tennis courts into four dedicated pickle ball courts and the other tennis court will have a tennis net with four pickleball overlays due to the increase in popularity of pickleball and will be a hit for the community. Mr. Goldstein asked if someone wanted to play tennis that there is somewhere to go Rowayton. Mr. Hughes said one of the courts will still have a tennis net and will just have both pickleball and tennis lines on it. Ms. Young asked who is responsible for the programming for pickleball. Mr. Stowers said it will be included in the new reservation system.

10A. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS WITH SPORT TECH CONSTRUCTION PROJECT # 4299 FROM ACCOUNT # 0923-6030-5796-C0832 IN AN AMOUNT NOT TO EXCEED \$29,000.00.

There was no discussion.

11. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE APRIL 24, 2020, AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND STANTEC CONSULTING SERVICES, INC., REGARDING THE BROAD RIVER PARK, FOR AN AMOUNT NOT TO EXCEED \$108,000.00 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED AUGUST 15, 2023, FROM ACCOUNT # 0921-6030-5777-C0658.

Ms. Valadares presented and said that more design work is needed on Stantec contract because a flooding study is also being conducted for the Ponus Avenue area by a different consultant and as part of that study it was determined that outfall of the pipe will need to be upgraded. She said the two consultants will need to work together so there will be a final design of the baseball field with the necessary drainage that will be needed to move forward with the drainage project. Mr. Goldstein asked what the timetable is to get everything finalized and begin the actual implementation of any design. Ms. Valadares said the design of the field is almost complete and just need to finalize the drainage portion and final elevation of the field and are hoping to have a complete design by late winter and to break ground next year but may hold the bid until after the baseball season is over and do the project early fall through the winter. Mr. Meek asked if only the fields will be done or if

there are any restroom facilities. Ms. Valadares said as part of this project they will be proposing three fields and will include a restroom/concession stand on site and will leave space for a future playground when funding is available.

11A. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSUE CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED \$10,800.00 FOR PROFESSIONAL ENGINEERING SERVICES WITH STANTEC CONSULTING SERVICES, INC., REGARDING THE BROAD RIVER PARK, FROM ACCOUNT # 0921-6030-5777-C0658.

There was no discussion.

12. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH HINDING TENNIS, LLC, PROJECT NUMBER # 4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS, FOR AN AMOUNT NOT TO EXCEED \$718,994.00 FROM ACCOUNTS # 0923-6030-5777-C0321, 0924-6030-5777-C0321, 0923-6030-5777-C0364 AND 0923-6030-5777-C0364.

Mr. Hughes said this item is very similar to the Rowayton School item and will be removing the tennis courts at Ludlow Park, the Fitch Park basketball court, and the senior center basketball court and tennis court. He said they are all in need of repair and will be doing post tension concrete at Fitch Park which will provide a 20-year warranty on the surface. Ms. Young asked once these are completed how many pickleball courts there will be and is the goal to have pickleball courts in every city park. Mr. Hughes said every tennis court will not be done as a pickleball court but will be converting one court to pickleball on the sites with multiple courts, and there will be 30 pickleball courts once these are completed. Mr. Meek suggested that these be included as part of the statistical data in the consolidated annual financial report.

12A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ISSUE AN AMENDMENT TO THE CONTRACT WITH HINDING TENNIS, LLC, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS , FOR ADDITIONAL REQUESTED ITEMS, IN AN AMOUNT NOT TO EXCEED \$43,180.00 FROM ACCOUNTS # 0923-6030-5777-C032, , 0924-6030-5777-C0321, 0923-6030-5777-C0364 AND 0923-6030-5777-C0364.

There was no discussion.

12B. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO ISSE CHANGE ORDERS TO HINDING TENNIS, LLC, PROJECT # 4305, TENNIS-PICKLEBALL AND BASKETBALL COURT RENOVATIONS IN AN AMOUNT NOT TO EXCEED \$71,800.00 FROM ACCOUNTS # 0923-6030-5777-C032, 0924-6030-5777-C0321, 0923-6030-5777-C0364 AND 0923-6030-5777-C0364.

There was no discussion.

ADJOURNMENT

The meeting adjourned at 7:55PM.

Respectfully submitted,

Dilene Byrd

Permit

City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806

Permit # R14

Status Approved

Date Sep 20, 2023 4:03 PM

Organization Name	Greenwich Kennel Club - 8	Organization Phone 1	(917) 703-6321
Customer Type	Corporate	Number	
Organization Address	37 Prince's Pine Road Norwalk, CT 06850		
Agent Name	Nancy Nelson	Home Phone Number	(917) 703-6321
		Cell Phone Number	(917) 703-6321
		Email Address	nanelsoncpa@gmail.com
System User	Internet User		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Paws by the Sea Dog Show		1 resource(s)	6 booking(s)	Subtotal: \$0.00
Booking Summary				
Taylor Farm (Event)		Center: Taylor Farm		
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Jun 4, 2024 8:00 AM <i>Setup</i>	Jun 4, 2024 12:00 PM	20	\$0.00	
Jun 5, 2024 10:00 AM <i>Setup</i>	Jun 5, 2024 5:00 PM	20	\$0.00	
Jun 6, 2024 8:00 AM <i>Show</i>	Jun 6, 2024 5:00 PM	250	\$0.00	
Jun 7, 2024 8:00 AM <i>show</i>	Jun 7, 2024 5:00 PM	250	\$0.00	
Jun 8, 2024 8:00 AM <i>show</i>	Jun 8, 2024 5:00 PM	500	\$0.00	
Jun 9, 2024 8:00 AM <i>show</i>	Jun 9, 2024 3:00 PM	500	\$0.00	

Custom Questions	
QUESTION	ANSWER
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes

Permit

City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE: (203) 854-7806

Permit # R19

Status Tentative

Date Sep 29, 2023 8:33 AM

Expiration Date Oct 13, 2023

Customer Name Katherine Snedaker - 1103
Customer Type General Public
Mailing Address 14 Haviland St
Unit B1
Norwalk, CT 06854

Home Phone Number (203) 984-0860
Cell Phone Number (203) 984-0860
Email Address pricesned@gmail.com

System User Internet User

Rental Fee	\$385.00
Discounts	\$0.00
Subtotal	\$385.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$385.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$385.00

Friends of Norwalk Dogs

Halloween Dog Costume Romp

1 resource(s) 1 booking(s) Subtotal: \$385.00

Booking Summary

Taylor Farm (Event)

Center: Taylor Farm

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Oct 22, 2023 11:00 AM.	Oct 22, 2023 4:00 PM	50	\$0.00
Resource level fees			\$385.00

Custom Questions

QUESTION	ANSWER
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Are you a Non-Profit or 501C3?	Yes
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Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
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Are you using a food truck?	Yes
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Are you using the pavilion?	No
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Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
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If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	less than 2
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Is there an alternate date or location?	Sunday October 29, 2023
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Summary proposal to add Rowing to Norwalk Sailing School site/ Norwalk Community Sailing

- The rowing program would run from early March to Thanksgiving M-F 4:00-7:00 or darkness Spring, Summer, and Fall seasons.
- Only a sculling club. No big 8 person boats.
- Singles.
- Double and Quads.
- Two or 3 coaches launches for safety and coaching
- Target 25% lower than the clubs in the area as they all have 10-15 thousand in overhead before coaching and equipment expenses.
- Two racks that could each hold 6-8 boats depending on their size.

- **Outreach in High Schools and community centers**

Coaches have connections with Norwalk schools in the past few years and run gym classes to introduce the students to the rowing sport. Then offer a week of free rowing for students to try

- Being able to offer rowing as part of the city's summer and after school programs would be great.

LICENSE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK AND
NORWALK SAILING SCHOOL LLC
FOR
PROJECT #4094 Sailing Instruction and Seasonal Non-Motorized
Watercraft Rental

This LICENSE AGREEMENT (the "License") is entered into this _____ day of _____ 2021 (the "Effective Date") between the City of Norwalk, Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the "CITY") and Norwalk Sailing School, LLC a Connecticut limited liability company organized and licensed to do business in the State of Connecticut, acting herein by NODIRA ISAMIDDINOVA, its Managing Member, duly authorized (hereinafter referred to as the "LICENSEE").

WHEREAS, as an amenity to the residents of Norwalk, the City has historically arranged for the operation of a sailing school and the rental of non-motorized watercraft at Calf Pasture Beach;

WHEREAS, in furtherance of its intention to continue such offerings into the immediate future, on March 23, 2021 the City issued an RFP for Project #4094, and thereafter, on April 1, 2021, addendum #1 a copy of each are attached hereto as Exhibits 1 and 1-A respectively and incorporated herein;

WHEREAS, Licensee responded to City's RFP with a bid dated

April 6, 2021 and received by the City on April 8, 2021 (the "Proposal"), a copy of which is attached hereto as Exhibit 2 and incorporated herein;

WHEREAS, the CITY by a vote of its Common Council on has agreed to allow LICENSEE to use space located within Calf Pasture Beach, a public park located on Calf Pasture Beach Road in Norwalk, Connecticut (hereinafter referred to as the "Beach") for the purpose of operating seasonal beach and aquatic programs, and for providing seasonal rentals of canoes, kayaks, stand up paddleboards and other related, non-motorized water sports equipment, under the terms and conditions set forth herein.

I. License Granted - Responsibilities

1. In reliance upon the representations made by LICENSEE in its Proposal, and for the payments to be made herein and for other good and valuable consideration, the CITY hereby grants permission to the LICENSEE, acting as an independent permittee, to use the designated space within the Beach situated adjacent to the kayak launch ramp, including the two 20' x 10' enclosed structures located thereon and 20' x 20' deck attached thereto, as more particularly shown and depicted on Exhibit 3 attached hereto and incorporated herein (hereinafter referred to as the "SITE"), for the purposes of operating seasonal beach and

aquatic programs to include the Sailing School and Instructional Program and Youth Summer Sailing Camp, and for providing seasonal rentals of kayaks, stand up paddleboards, windsurfing boards, catamarans and sail boats available in quantities set forth in LICENSEE's Proposal. Except as otherwise set forth in its Proposal and provided hereunder, the LICENSEE's operation shall be subject to the CITY's approval in terms of the programs, products and services offered and the pricing of the same. The LICENSEE, shall not be allowed to sell any smoking materials, including cigarettes, and shall not sell any type of lottery tickets at the SITE, nor shall it engage in retail merchandising or programming not directly related to the aquatic programming and season rentals permitted hereunder.

2. The term of this License is for three (3) seasonal year periods commencing on the Effective Date and continuing through October 15, 2023. The operational period of each season shall commence on May 15th and shall expire on October 15th each season thereafter during the term of this License, including any extension thereof. The City shall have the unilateral right to extend the License for up to two additional seasons ("Extension Periods") upon the same terms and conditions contained herein.

3. The agreed upon schedule for the operation of the LICENSEE's business during the term of this License shall be

9:00a.m. through 5:00, Mondays through Friday and 10:00am through 6:00pm on Saturdays, Sundays and Federal Holidays. LICENSEE acknowledges that the Beach is a public recreational area which will at all times be open for public use and enjoyment, accessible by other groups, programs and organizations. Therefore, LICENSEE agrees to cooperate with such other users at all times. LICENSEE 's access to the SITE may, from time to time, be restricted or revised based on safety considerations and/or to accommodate the needs of the CITY, which shall have priority over LICENSEE's use.

4. LICENSEE will be permitted to carry out its business using the equipment and supplies necessary for its activities as approved in writing by the CITY's Director of Recreation and Parks (the "Director"), or such person as the Director may designate, which such approval shall not be unreasonably withheld, conditioned or delayed. The CITY will have no responsibility in terms of providing any items or services for the LICENSEE. However, LICENSEE shall not bring any equipment, machinery or fixtures onto the SITE without the prior written consent of the CITY acting by its Director, which such approval shall not be unreasonably withheld, conditioned or delayed.

LICENSEE shall not overload the pavement or grass areas, nor install any machines or equipment of any kind at the

SITE without prior written consent of CITY, which, if granted, may be conditioned upon movement by skilled, licensed handlers and installation and maintenance at LICENSEE's expense of any other reasonably necessary preconditions.

5. LICENSEE further agrees to comply with any traffic or parking requirements set by the CITY in connection with its use of the SITE hereunder.

6. ACCOUNTS. The LICENSEE agrees to pay promptly for all equipment, materials and inventory purchased by it and all labor accounts arising out of the beach and aquatic programs, and the rental operations conducted at the SITE. Nothing contained in this section shall mandate payment by the LICENSEE at a date earlier than required by the terms of credit that the LICENSEE may negotiate bilaterally with its vendors. Under no circumstances shall the CITY ever become liable for any debt of the LICENSEE.

LICENSEE covenants that it will keep in respect to the business transacted in, on or from the SITE, the same books and records as may from time to time during the term of this License be generally kept and required in respect to like businesses. LICENSEE agrees that such books and records, in any event, will adhere to good and sound practice; shall be in compliance with generally accepted accounting principles; and shall be available for inspection by the City promptly upon

request.

7. LICENSE FEE. License Fees shall be paid promptly in accordance with the schedule of due dates and amounts set forth on Exhibit 4. Late payments shall be subject to a late fee of Two Hundred (\$200.00)Dollars and license fees as well as any other amounts due to the City shall accrue interest in the amount of fifteen (15%) percent per annum.

8. Licensee shall have a sufficient number of experienced and properly licensed and certified personnel available to operate its business in a safe manner and in accordance with best practices for an aquatic business operation of the nature contemplated hereby.

II. Care and Maintenance of Site

1. LICENSEE hereby acknowledges and represents that its agents and/or representatives have visited and inspected the SITE and are personally familiar with all of its conditions and characteristics. Based on such personal investigation, LICENSEE acknowledges that the SITE is acceptable as is in its present condition for its intended use. Therefore, LICENSEE agrees to accept the SITE "as is" in its current condition; to assume responsibility for its use of the SITE, and for all individuals who may come onto or use the SITE in connection with its operations. Additionally, LICENSEE agrees to assume any and all

risks that may arise out of or in connection with its use of the SITE, including risks related to the condition and/or characteristics of the SITE.

2. LICENSEE covenants with the CITY that it will commit no waste on or to the SITE, or injure or misuse the same, or make alterations therein, or use the SITE or allow the same to be used for any purpose other than in strict conformity with the terms and limitations stated herein. Upon the expiration or earlier termination of this License, LICENSEE shall leave the SITE in as good condition as it is now, ordinary wear and damages by the elements expected.

3. The LICENSEE shall, at all times, ensure that the highest quality of service is provided and must keep all areas in and around the SITE clean, sanitary and orderly. All rubbish, waste, garbage, and recycling articles shall be kept in suitable containers and shall be removed from the SITE and properly disposed of each day. The CITY has the right but not the obligation or responsibility to object to the conditions of the SITE, as well as to the quality and character of any of the LICENSEE's services and operations. Any deficiency found, including lack of courtesy to the public and patrons of LICENSEE, shall be called to the attention of the LICENSEE and shall be immediately corrected. Any continued or repeated

deficiency shall constitute a breach of this License.

4. If the SITE, or any portion thereof or any portion of the Beach is in any way damaged by the actions, default or negligence of the LICENSEE, or of either of LICENSEE's agents, employees, patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the LICENSEE, the LICENSEE will pay to the CITY, upon demand, such sum as may be necessary to restore the SITE to its present condition. The LICENSEE hereby assumes full responsibility for the character, acts and conduct of all the persons admitted to the SITE, by or with their consent or by or with the consent of any of LICENSEE's employees, volunteers, agents, or any person acting for and on behalf of either of the LICENSEE.

LICENSEE shall be responsible for keeping the SITE in an orderly and safe condition at all times. LICENSEE shall take all reasonable measures to prevent unauthorized access of the SITE by persons not involved in its activities, and shall be responsible for all equipment, staff and utilities necessary for its activities. The LICENSEE shall obtain written approval from the Director prior to placing any signs on, in or around the SITE. LICENSEE shall be responsible for all signs erected by it and shall keep and maintain the same in good condition. Upon the expiration or termination of this License LICENSEE shall

remove all signs erected by it and restore the area to its original condition.

5. LICENSEE will observe and comply with reasonable rules and regulations as the CITY may prescribe related to the safety, care and cleanliness of the Site and the Beach, and the comfort, quietness and convenience of other users of the SITE or Beach. Additionally, the operation of the beach and aquatic programs and LICENSEE'S rental operation, and all products sold and services offered by or on behalf of the LICENSEE in connection with its operation must comply fully with all applicable Federal, State and local laws, ordinances and regulations.

The CITY reserves the right, through its Health Department, to inspect at any time the SITE, any article of food and drink offered for human consumption and the sanitary handling of the same, including the persons responsible for handling and vending the same.

All of the terms, covenants and conditions of this License are subject to and conditioned upon the continued ability of the LICENSEE to obtain and maintain, at its sole cost, all necessary permits, licenses and certifications from all applicable governing entities, including the State of Connecticut and the City of Norwalk, pertaining to the operation of the beach and aquatic programs and the rental operations hereunder. LICENSEE agrees to promptly apply for such permits,

licenses, and certifications upon the execution of this License and to diligently pursue such applications to approval. If the LICENSEE fails to obtain any such permit, license or certifications within ten (10) days from the date of execution of this License, or if it fails to continually maintain in effect any such required permit, license or certifications throughout the operation of its business hereunder, this License shall be null and void and have no further effect.

LICENSEE shall not:

a) Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE.

b) Cause or produce or permit to be caused or produced upon the SITE or to emanate therefrom any unusual, noxious or objectionable noise, other than that which is customary and usual given the activities permitted hereunder.

6. The CITY shall have the right, acting by its employees and agents, to enter the SITE at any time upon reasonable notice to LICENSEE under the circumstances (except no notice shall be required in the case of maintenance or any emergency) for any purposes which the CITY may deem necessary. In addition, the CITY shall have the right to take all necessary materials and equipment onto the SITE when performing such necessary repairs and maintenance. Any entry and activity by the CITY, as

permitted by this Paragraph, shall not entitle LICENSEE to any claim, and shall not in any way violate the permission hereby granted or any provision hereof.

III. Insurance and Indemnification

Throughout the term hereof and any extension period, LICENSEE shall, at its sole cost and expense, maintain the insurance coverages required by the Insurance Rider, a copy of which is attached hereto and made a part hereof as **Exhibit 5**.

The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LICENSEE and LICENSEE shall diligently comply by meeting the requirements of any such changes. LICENSEE shall be responsible for payment of all costs and deductibles associated with the required insurance policies.

The policies shall contain an express agreement of the insurance company providing the same, that such policies shall be primary (and non-contributory) in respect to any coverage that the CITY may carry. The parties hereby acknowledge that the CITY shall in no way be held liable for any of the operations of the LICENSEE or risks assumed by LICENSEE by its use of the SITE.

LICENSEE agrees that all personal property brought onto the SITE by it or any of its employees, agents, LICENSEE's

volunteers or invitees shall be at the sole risk of LICENSEE.

Any personal property that remains after the expiration of the term of this License shall be deemed abandoned and title to such property shall pass to the CITY.

The CITY shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; or any injury or death as a result of theft or attempted theft, such theft or damage being the sole responsibility of LICENSEE.

The LICENSEE shall indemnify, defend, and save harmless the CITY, and its elected officials, directors, officers, agents, volunteers and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, cost or damages, including reasonable attorneys' fees arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected the LICENSEE's use of the SITE; the conduct of any activities incident thereto; or on account of any act or omission, neglect or misconduct of the LICENSEE, its agents, officers, employees, volunteers, guests or others admitted to the SITE and/or participating in any of LICENSEE's programs or rental operations, or breach of this License. The provisions of this paragraph shall not be limited by the insurance coverage

provided hereunder and shall survive the termination of this License.

IV. Facility Requirements

1. If an accident does occur on the SITE, LICENSEE shall file such an accident report on the required forms no later than the next business day. Such form(s) shall be presented to the Director and to the CITY's Risk Manager's Office.

2. LICENSEE shall observe and enforce all applicable regulations concerning the use of the SITE.

V. Termination

The City may at any time terminate this License for convenience upon forty-five (45) days advance written notice.

Either party may terminate this License for cause upon fifteen (15) days advance written notice and after an opportunity to cure said cause, except that the City may terminate this License immediately upon issuance of written notice in the event of said cause presents a risk of serious injury to the public, as determined in the City's sole discretion. The parties understand that no written demand, Notice to Quit, or re-entry for condition broken shall be required, as this revocable LICENSE conveys no interest in the real property where the SITE is located. Furthermore, any such possessory right in the real property is hereby expressly

disclaimed by LICENSEE. Any termination by the CITY under this provision shall not give rise to any cause of action or claim for damages against the CITY.

VI. Vacating Premises

1. Upon termination or expiration of this License, the LICENSEE agrees to vacate the SITE and remove any items of equipment or furnishings it may own within ten (10) days from the effective date of termination. Upon commencement of this LICENSE, the LICENSEE and the Director, or their representative, will make a record of all such items that have been brought onto the SITE by the LICENSEE, the ownership rights to which the LICENSEE will retain. This record shall be signed by both parties and only those items listed may be removed by LICENSEE upon the expiration or earlier termination hereof. This record may be updated at any time the LICENSEE brings new or additional items onto the SITE. Any updated listing shall be signed by both parties. Anything incorporated into the SITE or affixed thereto shall become part of the SITE and shall not be removed by the LICENSEE.

VII. General Provisions

1. The LICENSEE, its agents, representatives and employees shall not discriminate against anyone, under any circumstances, on account of race, creed, color, sex, age,

sexual orientation, or national origin. The LICENSEE further agrees that it shall perform all hiring in accordance with all of the pertinent Federal, State and local laws and regulations concerning non-discrimination and fair labor practices.

2. If any provision of this License or any application hereof to any person or circumstances shall, to any extent be invalid, the remainder of this License or the application of any provision to persons or circumstances other than those to which or to whom it is held invalid shall not be affected. Each provision of this License shall be valid and enforced to the fullest extent permitted by law.

3. No amendment, alteration, or modification of this License shall be effective or binding upon either party unless it is in writing and signed by both parties.

4. The failure of the CITY to seek redress for any violation of or to insist upon the strict performance of any of the terms of this License or any of the rules and regulations set forth herein or hereinafter adopted by the CITY, shall not waive the effect of any requirement imposed on LICENSEE hereunder or excuse any subsequent act, omission or violation, required by this License.

5. The parties acknowledge that the CITY allows persons and organizations not related to LICENSEE to use the SITE for

various purposes. LICENSEE shall not be responsible for any damage to the SITE not caused by LICENSEE or any participant in any of LICENSEE's programs or activities hereunder.

6. LICENSEE shall not assign this License, nor suffer any use of the SITE other than herein specified, and shall not sublet the SITE or any part hereof without the specific, prior written consent of the CITY. Moreover, the LICENSEE shall not independently permit or allow any vending, solicitation or sales by any other person or entity not specifically authorized to do so, in writing by the CITY to take place anywhere from, in or around the SITE as described herein. Nor shall LICENSEE use or permit any use of the SITE or its fixtures for any purpose other than that expressly stated herein without the specific, prior written approval of the CITY, acting by its Recreation and Parks Department Director.

7. LICENSEE covenants and agrees that no accumulation of boxes, barrels, packages, waste papers, or other articles shall be permitted in or upon the SITE at any time.

8. The SITE provided may be altered or changed in location by the CITY, upon reasonable prior notice to LICENSEE.

9. LICENSEE is responsible for any damage caused to the SITE. Repairs shall be made by the CITY at LICENSEE's expense.

10. This License incorporates all the understandings of the parties hereto and supersedes any and all agreements reached

by the parties prior to the execution of this License, whether oral or written.

11. This License may be executed in counterparts, each of which, when so executed and delivered shall constitute an original, fully enforceable counterpart for all purposes.

12. Connecticut Law shall govern the construction and enforcement of this License and the parties agree that any claim or cause of action pertaining to this Lease shall be only in the courts of competent jurisdiction located in Fairfield County, Connecticut.

VIII. Corporate Acknowledgement, Representations and Covenants

The undersigned, on behalf of the LICENSEE, hereby represents to the CITY as follows:

a) That he/she has, and has exercised, the necessary power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this License and to assume the responsibilities and obligations created hereunder on behalf of the LICENSEE;

b) That this License is duly executed and delivered by him/her as an authorized agent of the LICENSEE hereunder; and

c) This License, therefore, constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions upon and against the LICENSEE.

d) LICENSEE'S Proposal is true and accurate in all

respects.

e) LICENSEE covenants to operate the Sailing School in strict conformity with the requirements and guidelines set forth in the RFP and its Proposal.

IX. Notices

Notices given under this License shall be mailed or delivered to the individuals listed below and shall be considered given upon receipt thereof.

FOR THE CITY OF NORWALK:

Director of Recreation and Parks
City Hall, P.O. Box 5125
Norwalk, Connecticut 06856-5125

With a Copy to:

Corporation Counsel
City Hall, P.O. Box 5125
Norwalk, Connecticut 06856-5125

FOR THE LICENSEE:

NORWALK SAILING SCHOOL, LLC
8 Rebel Lane
Norwalk, CT 06850
Attn: Nodira Isamiddinova

X. Living Wage

LICENSEE shall at all times comply with living wage ordinance Chapter 62 of the City of Norwalk Charter and Code. The City shall have all rights and remedies provided therein, including, without limitation, Section 62.8 thereof.

Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

By: _____
Its
Duly Authorized

Date signed: _____

APPROVED AS TO FORM
OFFICE OF CORPORATION COUNSEL:

EXHIBIT 4

LICENSE FEE SCHEDULE - NORWALK SAILING SCHOOL

PERIOD	LICENSE FEE	DUE DATE
Year 1		
June 15-June 30, 2021	\$500	5 Days after License Execution
July 2021	\$2,000	July 1, 2021
August 2021	\$2,000	August 1, 2021
September 2021	\$1,000	September 1, 2021
Oct 1 - Oct 15, 2021	\$500	October 1, 2021
Year 2		
May 15, 2022 - May 31, 2022	\$500	May 15, 2022
June 2022	\$1,030	June 1, 2022
July 2022	\$2,060	July 1, 2022
Aug 2022	\$2,060	Aug 1, 2022
Sept 2022	\$1,000	Sept 1, 2022
Oct 1-15, 2022	\$500	Oct 1, 2022
Year 3		
May 15-31, 2023	\$500	May 15, 2023
June 2023	\$1,061	June 1, 2023
July 2023	\$2,122	July 1, 2023
Aug 2023	\$2,122	Aug 1, 2023
Sept 2023	\$1,000	Sept 1, 2023
Oct 1-15, 2023	\$500	Oct 1, 2023
EXTENSION PERIODS		
Year 4		
May 15-31, 2024	\$500	May 15, 2024
June 2024	\$1,093	June 1, 2024
July 2024	\$2,185	July 1, 2024
Aug 2024	\$2,185	Aug 1, 2024
Sept 2024	\$1,000	Sept 1, 2024
Oct 1-15, 2024	\$500	Oct 1, 2024
Year 5		
May 15-31, 2025	\$500	May 15, 2025
June 2025	\$1,126	June 1, 2025
July 2025	\$2,251	July 1, 2025
Aug 2025	\$2,251	Aug 1, 2025
Sept 2025	\$2,185	Sept 1, 2025
Oct 1-15, 2025	\$1,000	Oct 1, 2025