



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, JULY 10th, 2024**

7:00 PM

To allow public access, anyone may access a meeting by telephone and/or zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at <https://www.norwalkct.gov/Meetings>



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to “view the meeting live” and/or “provide live comments” can 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. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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 must be submitted by 12:00 p.m. the day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line “Public Comment” to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of May 8, 2024
- 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. Authorize the Mayor, Harry W. Rilling, to enter into an agreement and sign all required paperwork with the US Forestry Service for the Inflation Reduction Act, Norwalk Improvements to Increase Urban Forestry grant, #24-DG-11094200-058, in the amount of \$1,000,000.
2. Authorize the Mayor, Harry W. Rilling, to execute a 5-year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the agreement to remain unchanged.

3. Approve the use of Calf Pasture and immediate surrounding grounds by Mountain Workshop for their Team Building & School Climate Programs to be held on September 9th, September 18th, September 26th, October 7th and October 10th from 7:00 A.M. to 4:00 P.M. Approximately 120+ people.
4. Approve the use of Washington Street Park and immediate surrounding grounds by Gordon Fine Arts, LLC for their SoNo Arts Festival to be held on Saturday, August 3rd, and Sunday, August 4th, 2024 from 10:00 A.M. to 5:00 P.M. Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.
5. Approve the use of Nathaniel Ely School Field and immediate surrounding grounds by Project 9 Foundation for their Community Fun Day to be held on Saturday, August 17th, from 1:00 P.M. to 7:00 P.M. Set-up time by 11:00 A.M. Saturday with tear-down by Saturday 8:00 P.M. Approximately 78 people.

VI Discussion





CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, MAY 8, 2024.
REGULAR MEETING
7:00PM.



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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 must be submitted by 12:00 p.m. they day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line “Public Comment” to provide written public comment prior to the meeting.

ATTENDANCE: Darlene Young, Chair, Johan Lopez; Heather Dunn; Nicol Ayers; Lisa Shanahan

ABSENT: Jenn McMurrer; Douglas Sutton

STAFF: Ken Hughes, Superintendent, Recreation and Parks

OTHERS: Matt Corry; Andreas Melitsanopoulos; Jim Gerweck; Kevin Barber

I. ROLL CALL

At roll call there were five (5) committee members present. A quorum was present.

Ms. Young called the meeting to order at 7:00PM.

II. MINUTES OF APRIL 10, 2024

**** MS. DUNN MOVED TO APPROVE THE MINUTES OF APRIL 10, 2024, AS SUBMITTED.
** THE MOTION PASSED WITH FOUR (4) IN FAVOR AND ONE (1) ABSTENTION- MS. SHANNAHAN.**

III PUBLIC PARTICIPATION

There was no public participation this evening.

IV. OLD BUSINESS

There was no old business discussed this evening.

V. NEW BUSINESS

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$49,600.00

ACCOUNT NO. 0924 6030 5799 C0846

Mr. Hughes said two of the recommendations from the recently completed Recreation and Parks Master Plan were that the city needed more park space, as well as more passive recreation such as a walking trail system. The Recreation and Parks Department obtained a list of current properties that are owned by the City of Norwalk and there were two sets of properties that they thought would make a good passive trail system. He said they went out to bid for a design project to create a trail system on these properties that are already owned by the city, and it will be an exciting process and bringing more park space online is something that is needed. Ms. Dunn asked if they are looped in with the Merritt 7 interchange project that the state is doing. Mr. Hughes said "yes", and they have been in contact with TMP and will be having the designers speak with them as part of this project. Ms. Ayers asked if this would only be more green space

or will they be connected to something. Mr. Hughes said the properties that are located near Creeping Hemlock is a total of approximately 4 ½ acres and the property near Woods Pond is a total of 18 acres and will be for passive recreation only and the trails will be designed around existing trees and land features. Ms. Young asked what the timeline is. Mr. Hughes said the design should be completed mid to late summer and then will go out to bid for construction. He said the project is grant funded through a grant from Senator Duff and fits perfectly for what they are trying to accomplish. Ms. Young agreed and said it also aligns with the POCD.

**** MS. SHANAHAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$49,600.00.**

**** THE MOTION PASSED UNANIMOUSLY.**

1B. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$4,960.00

ACCOUNT NO. 0924 6030 5799 C0846

**** MS. SHANAHAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A CONTRACT WITH ALLOY DESIGN STUDIO PLLC, FOR PROJECT #4358, URBAN GRANT IMPROVEMENTS TRAIL DESIGN AND DEVELOPMENT, IN AN AMOUNT NOT TO EXCEED \$4,960.00.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. APPROVE THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY POUND ON THE SOUND LACROSSE FOR THEIR LACROSSE JAMBOREE EVENT TO BE HELD ON SATURDAY, JUNE 1, 2024, AND SUNDAY, JUNE 2, FROM 6:00AM TO 7:00PM SET UP TIME BY 6:00AM SATURDAY WITH TEAR-DOWN BY SUNDAY 7:00PM. APPROXIMATELY 250 PEOPLE.

Mr. Corry provided a brief overview of the event and said this will be the 12th year it has been held and that 50-75 youth lacrosse teams go into Veteran's Park and have a fun day of lacrosse and showcase the best of what Norwalk has to offer which is the best venue in Connecticut.

****MS. DUNN MOVED TO APPROVE THE USE OF VETERAN'S PARK AND IMMEDIATE SURROUNDING GROUNDS BY POUND ON THE SOUND LACROSSE FOR THEIR LACROSSE JAMBOREE EVENT TO BE HELD ON SATURDAY, JUNE 1, 2024, AND SUNDAY, JUNE 2, FROM 6:00AM TO 7:00PM SET UP TIME BY 6:00AM SATURDAY WITH TEAR-DOWN BY SUNDAY 7:00PM. APPROXIMATELY 250 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

3. APPROVE THE USE OF BRIEN MCMAHON HIGH SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY FRITZARETH GILMORE FOR THEIR WALK FOR ELIJAH EVENT TO BE HELD SATURDAY, JULY 13TH FROM 9:00AM TO 2:00PM. APPROXIMATELY 100 PEOPLE

Ms. Ayers said she can speak to the item as she has participated in the event in the past and said the Gilmore's tragically lost their son when he was young and have done this walk for at least the last 10 years in honor of their son. She said the event raises money and they give scholarships out to a Norwalk High School senior and a Brien McMahon High School senior and is a community event that gets bigger each year.

MS. SHANAHAN MOVED TO APPROVE THE USE OF BRIEN MCMAHON HIGH SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY FRITZARETH GILMORE FOR THEIR WALK FOR ELIJAH EVENT TO BE HELD SATURDAY, JULY 13TH FROM 9:00AM TO 2:00PM. APPROXIMATELY 100 PEOPLE.

**** THE MOTION PASSED UNANIMOUSLY.**

4. APPROVE THE USE OF VETERAN'S PARK AND OYSTER SHELL PARK AND IMMEDIATE SURROUNDING GROUNDS BY CLUB CONNECTICUT FOR THEIR O'NEILL'S 5K EVENT TO BE HELD ON SUNDAY, JUNE 2, 2024, FROM 11:00AM TO 12:00PM. APPROXIMATELY 400 PEOPLE.

Mr. Gerweck provided a brief overview of the event and said this will be the 11th year the event has been held and each year a different charity is selected, and this year is the Norwalk Education Foundation, and they give the money to the schools to supplement items that are not included in the budget. Ms. Young asked if 400 participants are the normal attendance. Mr. Gerweck said the average is 400-500 participants depending on the weather and that he is anticipating 400 this year.

****MR. LOPEZ MOVED TO APPROVE THE USE OF VETERAN'S PARK AND OYSTER SHELL PARK AND IMMEDIATE SURROUNDING GROUNDS BY CLUB CONNECTICUT FOR THEIR O'NEILL'S 5K EVENT TO BE HELD ON SUNDAY, JUNE 2, 2024, FROM 11:00AM TO 12:00PM. APPROXIMATELY 400 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY THIRD TAXING DISTRICT FOR THEIR SUMMER CONCERT SERIES EVENT TO BE HELD ON SUNDAY, JULY 14TH, JULY 21ST, JULY 28TH, AUGUST 11TH, AUGUST 18TH, AND AUGUST 25TH, 2024 FROM 2:00PM TO 8:00PM. SET UP TIME ON THE DATES SHOWN BY 2:00PM WITH TEAR DOWN BY 8:00PM. APPROXIMATELY 300 PEOPLE.

Mr. Barber said this is an event that the Third Taxing District has held for well over 25-30 years and is a summer concert series and have six concerts this summer and is similar to the concerts that the city holds on Wednesday's. He said they are happy to host the event for the residents in the district and the City of Norwalk.

****MS. DUNN MOVED TO APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY THIRD TAXING DISTRICT FOR THEIR SUMMER CONCERT SERIES EVENT TO BE HELD ON SUNDAY, JULY 14TH, JULY 21ST, JULY 28TH, AUGUST 11TH, AUGUST 18TH, AND AUGUST 25TH, 2024 FROM 2:00PM TO 8:00PM. SET UP TIME ON THE DATES SHOWN BY 2:00PM WITH TEAR DOWN BY 8:00PM. APPROXIMATELY 300 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

**6. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING
GROUNDS BY SIEGEL RARE NEUROIMMUNE ASSOCIATION FOR THEIR WALK, RUN N'
ROLL EVENT TO BE HELD ON SATURDAY, OCTOBER 12TH, 2024 FROM 9:00AM TO
1:00PM. SET UP TIME BY 9:00AM WITH TEAR-DOWN BY 1:00PM. APPROXIMATELY 100
PEOPLE.**

Mr. Melitsanopoulos said he is a Norwalk native and has been working in Norwalk for the past six years and unfortunately got diagnosed with a rare disease similar to Multiple Sclerosis a few years ago but has been fortunate to get back on his feet as not everybody's that lucky. He said the SRNA holds these regional walk, roll, and run events and have been held for over 30 years to raise money for research for these rare diseases. Ms. Young thanked Mr. Melitsanopoulos for doing the event and is happy to hear things are going in the right direction for him. Ms. Young asked if this is the first time the event will be held in Norwalk. Mr. Melitsanopoulos said "yes" but hopes for more to come.

**** MS. SHANAHAN MOVED TO APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY SIEGEL RARE NEUROIMMUNE ASSOCIATION FOR THEIR WALK, RUN N' ROLL EVENT TO BE HELD ON SATURDAY, OCTOBER 12TH, 2024 FROM 9:00AM TO 1:00PM. SET UP TIME BY 9:00AM WITH TEAR-DOWN BY 1:00PM. APPROXIMATELY 100 PEOPLE.**

****THE MOTION PASSED UNANIMOUSLY.**

VI. DISCUSSION

There was no discussion this evening.

ADJOURNMENT

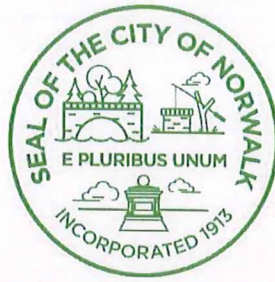
**** MS. SHANAHAN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:22PM.

Respectfully submitted,

Dilene Byrd



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Ken Hughes – x 47814
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	
Purpose/Scope	5-year lease extension with the Pastime Social and Athletic Club
Vendor (Indicate if new or existing vendor)	Pastime Social and Athletic Club
Term of Contract	5-year lease
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information / Other Details	5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11094200-059
Between
CITY OF NORWALK
And The
USDA, FOREST SERVICE
EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY**

Project Title: Inflation Reduction Act Norwalk Improvements to Increase Urban Forestry

Upon execution of this document, an award to City of Norwalk, hereinafter referred to as "City of Norwalk," in the amount of **\$1,000,000.00**, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 - IRA Urban & Community Forestry. City of Norwalk accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 05/31/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the cooperator that 100% of the work and funding will benefit disadvantaged communities.

Justice 40 Initiative. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator shall consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

Investing in America Signage. For any Bipartisan Infrastructure Law or Inflation Reduction Act funded public construction project in the amount of \$250,000 or more, the Cooperator shall visibly post clear and prominent signs acknowledging the source of funding. See Office of Management and Budget Memorandum [CA-23-6](#).

For any construction project less than \$250,000 or a non-construction project, the Cooperator is encouraged to display a poster or utilize other appropriate Investing in America media. Specific sign and poster design criteria may be found in the [USDA Style Guide](#). Production costs of Investing in America signs shall be reasonable. To maintain reasonable costs, the Cooperator is encouraged to use recycled or recovered materials when producing signs. In the event production of such signs and/or posters will result in unreasonable costs, expenses or burden to the Cooperator, production will not be required, and the Forest Service should be notified.



Caring for the Land and Serving People

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All required reports and official correspondence must be sent to SM.FS.R9SPFgrants@usda.gov and the assigned U.S. Forest Service Program Manager for internal record-keeping and processing.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R9SPFgrants@usda.gov.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** City of Norwalk shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Sarah Cruz City of Norwalk 125 East Avenue Norwalk, CT 06851 203-970-1033 scrutz@norwalkct.gov	Rita Nigri City of Norwalk 125 East Avenue Norwalk, CT 06851 203-506-4159 rnigri@norwalkct.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Ari Okun Eastern Region, State, Private & Tribal Forestry 271 Mast Road Durham, NH 03824 413-450-8412 ari.okun@usda.gov	Justin Heersink Eastern Region, State, Private, and Tribal Forestry 626 East Wisconsin Avenue Milwaukee, WI 53202 218-282-1863 justin.heersink@usda.gov

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). City of Norwalk shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number **(24-DG-11094200-059)** in Block 4. **A final SF-270 must have a final performance report submitted prior to its approval.**

The invoice must be sent by one of three methods:

EMAIL (preferred): SM.FS.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: USDA Forester Service

Budget & Finance - Grants and Agreements

4000 Masthead St, NE

Albuquerque, NM 87109



- E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Norwalk has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Norwalk chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. City of Norwalk shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.
- The end date, or expiration date is **06/11/2029**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*
- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

HARRY W. RILLING, Mayor
City of Norwalk

Date

ROBERT LUECKEL, Deputy Regional Forester
Eastern Region, State, Private, and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

JUSTIN HEERSINK Digitally signed by JUSTIN HEERSINK
Date: 2024.06.26 16:06:43 -04'00'

6/26/24

JUSTIN HEERSINK
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Norwalk a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Norwalk for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Norwalk or any third party.
- C. NOTICES. Any notice given by the Forest Service or City of Norwalk will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Norwalk, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after

the reporting period ending June 30, December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at [grants.gov/forms/forms-repository/post-award-reporting-forms](https://www.grants.gov/forms/forms-repository/post-award-reporting-forms)

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Norwalk shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30, December 31. The final performance report shall be submitted either with City of Norwalk's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- Additional pertinent information:
- To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number (24-DG-11094200-059) and the name of report being submitted.
- The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.
- To support consistent and transparent public access to project outcomes funded through the
- Inflation Reduction Act, grantees are required to report quantitative and qualitative project accomplishments for reporting periods ending June 30 and December 31 to a public-facing Impact Reporting Platform. Grantees will be provided instructions for project impact reporting.

- G. NOTIFICATION. City of Norwalk shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

- I. USE OF FOREST SERVICE INSIGNIA. In order for City of Norwalk to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest

Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Norwalk when permission is granted.

- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Norwalk's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Norwalk is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

City of Norwalk may call on Forest Service's Office of Communication for advice regarding public notices. City of Norwalk is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Norwalk shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. City of Norwalk is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Norwalk under this award.
- Any right of copyright to which City of Norwalk purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Norwalk shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. AWARD CLOSEOUT. City of Norwalk must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Norwalk must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

- R. DEBARMENT AND SUSPENSION. City of Norwalk shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Norwalk or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).

- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all

relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

- V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

- W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to

articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;

- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. City of Norwalk agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions City of Norwalk will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify City of Norwalk in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. City of Norwalk agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. City of Norwalk agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after City of Norwalk learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, City of Norwalk must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. City of Norwalk shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Norwalk shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
- FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

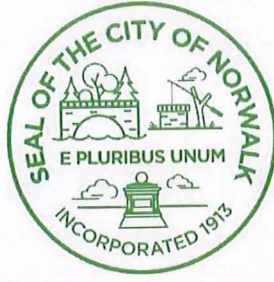
- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Ken Hughes – x 47814
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	
Purpose/Scope	5-year lease extension with the Pastime Social and Athletic Club
Vendor (Indicate if new or existing vendor)	Pastime Social and Athletic Club
Term of Contract	5-year lease
Method of Procurement (Indicate if sole source)	
Cost of Contract	
Funding Source/Account Number	
Additional Information / Other Details	5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue

August 15, 2019

Mr. Jim Chandler, President
Pastime Athletic and Social Club, Inc.
59 Seaview Avenue
Norwalk, Connecticut 06855

Re: **Third Amendment to Lease Agreement between the City of Norwalk
and Pastime Athletic and Social Club, Inc.**

Dear Mr. Chandler:

I have enclosed a fully executed original of the document referenced above,
dated August 15, 2019.

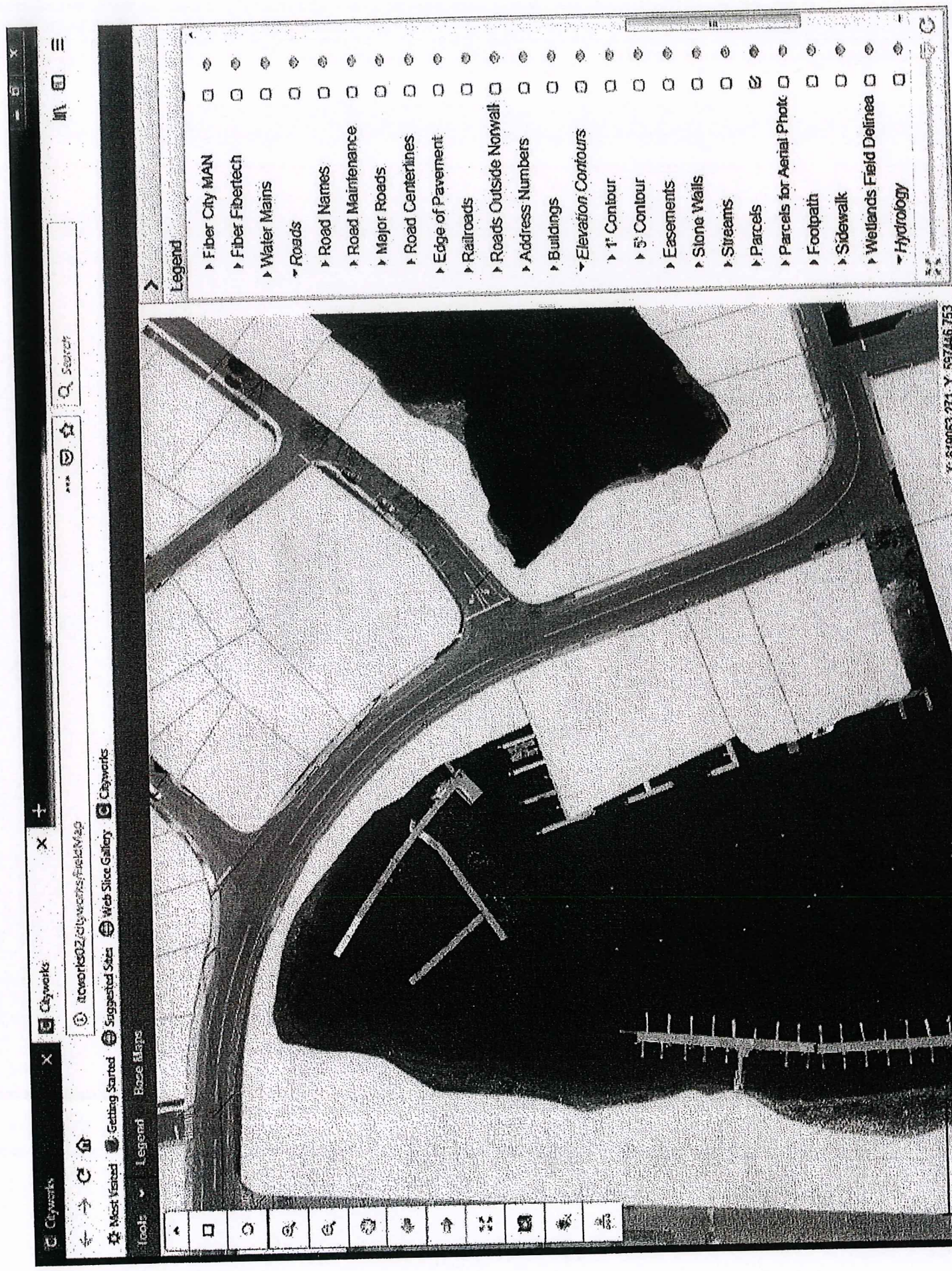
If you have any questions, please contact me directly.

Very truly yours,

Christie D. Jean
Associate Corporation Counsel

/la
Enclosure

c: Nick Roberts, Director of Recreation and Parks
Chitsamay Lam, Comptroller



X: 819063.271 Y: 597446.753

Legend

- ▶ Fiber City MAN ☐
- ▶ Fiber Fibertech ☐
- ▶ Water Mains ☐
- ▶ Roads ☐
- ▶ Road Names ☐
- ▶ Road Maintenance ☐
- ▶ Major Roads ☐
- ▶ Road Centerlines ☐
- ▶ Edge of Pavement ☐
- ▶ Railroads ☐
- ▶ Roads Outside Norwall ☐
- ▶ Address Numbers ☐
- ▶ Buildings ☐
- ▶ Elevation Contours ☐
- ▶ 1' Contour ☐
- ▶ 5' Contour ☐
- ▶ Easements ☐
- ▶ Stone Walls ☐
- ▶ Streams ☐
- ▶ Parcels ☒
- ▶ Parcels for Aerial Photo ☐
- ▶ Footpath ☐
- ▶ Sidewalk ☐
- ▶ Wetlands Field Delinea ☐
- ▶ Hydrology ☐

Hughes, Ken

From: Baker, Bryan
Sent: Tuesday, May 14, 2024 11:25 AM
To: Hughes, Ken
Cc: Kleppin, Steven; Stowers, Robert
Subject: Re: 8-24 Review re Pastime Athletic and Social Club

Hi Ken,

No, you don't need an 8-24 to renew the lease.

Thanks,
Bryan

Bryan Baker
Principal Planner

City of Norwalk
125 East Avenue
Norwalk, CT 06856
Phone: (203) 854-7705
Web: www.norwalkct.gov
Email: bbaker@norwalkct.gov



From: Hughes, Ken <khughes@norwalkct.gov>
Sent: Tuesday, May 14, 2024 11:14 AM
To: Baker, Bryan <bbaker@norwalkct.gov>
Cc: Kleppin, Steven <skleppin@norwalkct.gov>; Stowers, Robert <RStowers@norwalkct.gov>
Subject: FW: 8-24 Review re Pastime Athletic and Social Club

Hi Brian. We have a current lease agreement with Pastime AC. Lease is up this fall. Do I need an 8-24 to renew the lease? Please let me know.

Thanks

From: Callahan, Darin L <dcallahan@norwalkct.gov>
Sent: Friday, April 28, 2023 1:02 PM
To: Hughes, Ken <khughes@norwalkct.gov>
Cc: Callahan, Darin L <dcallahan@norwalkct.gov>; Stowers, Robert <RStowers@norwalkct.gov>; Christoforides, Anastasia <AChristoforides@norwalkct.gov>
Subject: FW: 8-24 Review re Pastime Athletic and Social Club

Ken

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**APRIL 23, 2019
COUNCIL CHAMBERS**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Discussion regarding the land disposition and development agreement by and between the City of Norwalk, the Redevelopment Agency of the City of Norwalk and POKO-IWSR Developers, LLC, dated November 14, 2007 (as amended), and the conditional agreement by and between the City, the Agency and POKO, dated July 27, 2015 and the loan recognition agreement, by and between POKO-IWSR Developers, LLC, the City of Norwalk, the Redevelopment Agency of the City of Norwalk, Citibank, N.A., State of Connecticut Department of Housing, State of Connecticut Department of Economic and Community Development, National Equity Fund, Inc., MC Credit, LLC, IWSR Owners, LLC and ILSR Owners, LLC, dated November 14, 2007 (as amended).

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Daryl Woolsey for the use of Brien McMahon High School Track/Field by Juvenile Diabetes Research Foundation for their JDRF One Walk, Fairfield to be held Sunday, October 20, 2019 from 9:00 AM – 1:00 PM. Set up to begin at 5:00 AM with tear down no later than 2:00 PM on Sunday, October 20, 2019. Estimated attendance 1000
2. Authorize the Mayor, Harry W. Rilling, to execute a 5 year lease extension with the Pastime Social and Athletic Club for the use of a small portion of land along Seaview Avenue. Remaining terms of the Agreement to remain unchanged.

B. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: April 11, 2019.
2. For informational purposes only: Narrative on Tax Collections dated April 11, 2019.
3. For informational purposes only: Monthly Tax Collector's Report Dated: March 2019.
4. Discuss and approve FY 2019-2020 Parking Authority Budget as revised.
5. Discuss and Approve FY 2019-2020 Water Pollution Authority Budget.
6. Appointment of Auditors to audit Fiscal Year 2018-19.

C. ORDINANCE COMMITTEE

1. Approve proposed revisions to Chapter 68, Noise, §§ 68-1 through 68-15.

LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK

AND
PASTIME ATHLETIC AND SOCIAL CLUB

THIS LEASE AGREEMENT is made as of the 20th day of October, 1994, by and between the CITY OF NORWALK, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by Frank J. Esposito, its Mayor, duly authorized (hereinafter the CITY), and PASTIME ATHLETIC AND SOCIAL CLUB, an unincorporated association located at 59 Seaview Avenue, Norwalk, Connecticut (hereinafter the LESSEE), acting by and through David W. Breault, its President, duly authorized to act on behalf of the LESSEE and in its name, place and stead.

W I T N E S S E T H:

WHEREAS, the CITY is the owner of certain real property comprising tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin, as more fully described herein (hereinafter the PREMISES).

WHEREAS, the Common Council of the City of Norwalk, by action taken on August 9, 1994, authorized the CITY, acting by and through its Mayor, to enter into an Agreement with the LESSEE upon the terms and conditions stated herein, for the leasing of the PREMISES to LESSEE; and

WHEREAS, the LESSEE has agreed to lease the PREMISES from the CITY upon the terms and conditions stated herein and has duly authorized its President to act on its behalf in order to enter into this Agreement;

NOW, THEREFORE, the parties hereby agree, accept and consent to the following terms and conditions, promises and obligations.

1. For and in consideration of the rents reserved herein and the covenants, promises and agreements made by the LESSEE to be faithfully observed, fulfilled and performed, the CITY does hereby demise and lease to the LESSEE and the LESSEE hereby leases from the CITY, the PREMISES, subject to any exceptions and conditions stated herein, for the term of five (5) years, beginning on the date hereof and concluding on October 19, 1999.

2. The PREMISES are described more fully as follows:

ALL THAT CERTAIN piece, parcel or tract of land, situated in the Town of Norwalk, County of Fairfield and State of Connecticut, bounded and described as follows:

NORTHERLY: by land of the City of Norwalk;
EASTERLY: by Seaview Avenue, so-called;
SOUTHERLY: by land now or formerly of the East Norwalk Yacht Club; and
WESTERLY: by the Norwalk Harbor.

Said premises consisting of a narrow strip of tidal land lying between said Seaview Avenue and the waters of the Norwalk Harbor and extending 308 feet, more or less, in a Northerly direction from the line dividing premises herein leased and the premises of said East Norwalk Yacht Club. (Refer to the diagram attached hereto and made a part hereof, entitled, "Proposed Floats and Piles in Norwalk Harbor at East Norwalk Conn. Application By Pastime A & S Club, Inc. April 1963").

3. Condition of PREMISES. The LESSEE acknowledges that it has examined the PREMISES and is aware of their condition and willingly accepts them "as is" in their present state. The CITY makes no representations or warranties of any kind or nature whatsoever as to the condition of the PREMISES. The LESSEE assumes sole responsibility for the condition of the PREMISES and for the performance of all improvements and other work that must be done in order for the LESSEE to maintain and use the PREMISES for its intended purpose.

4. Maintenance of and Improvements to PREMISES. The LESSEE and the CITY understand and agree that LESSEE shall make no improvements to nor perform any work on the PREMISES without the

prior written approval of the CITY. The LESSEE shall secure at its own cost and expense all required permits and approvals for any work it has done on or improvements made to the PREMISES.

The LESSEE shall be responsible for maintaining the PREMISES, together with the sidewalk adjoining this area along the street, throughout the term of this Lease and any extension or holdover period, in good and clean, orderly and safe condition and repair at its sole cost and expense. The CITY shall not be called upon to make any expenditure for the maintenance, repair or preservation of the PREMISES.

LESSEE covenants to indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against all claims, demands, and costs whatsoever for all losses and damages arising out of entry upon or construction of any improvements to the PREMISES; related to the performance of this Agreement or the use of the PREMISES by LESSEE, its agents, employees, contractors, subcontractors, subtenants, guests or invitees; or in any way connected with the condition of the PREMISES. However, the LESSEE shall not be liable hereunder to the extent that any such claim, demand or cost is proven to be the result of the negligence of the CITY or its employees. The LESSEE shall, in all events, pay and discharge all costs, expenses and liabilities whatsoever arising out of the construction of all improvements hereunder, or the maintenance or operation of the PREMISES and will keep the PREMISES free and clear of all liens and claims. Upon the expiration or earlier termination of this Lease, any improvements constructed on or to the PREMISES by or on behalf of the LESSEE shall become the sole property of the CITY in fee simple, free and clear of any encumbrances.

5. Term. The term of this Lease shall be for five (5) years, commencing on the date of this Agreement and ending on the 19th day of October, 1999.

6. Rent. Commencing with the date hereof, the LESSEE covenants that it shall pay to the CITY as rent for the PREMISES One Dollar (\$1.00) per year.

7. Covenant Against Encumbrances. The LESSEE covenants and agrees for itself and its successors and assigns, that it will not engage in any financing or other transaction creating or in any way effectuating a mortgage, encumbrance or lien upon the PREMISES, whether by express agreement or operation of law, and that it will not place upon the PREMISES, or suffer to be placed upon the PREMISES, any lien or other encumbrance, including, but not limited to, any levy or attachment. Any such mortgage, encumbrance, attachment, levy or lien placed on the PREMISES shall be deemed a per se violation of this covenant as of the date of its execution or filing of record. It shall be the responsibility of the LESSEE to have any such mortgage, encumbrance, attachment, levy or lien discharged to the CITY's satisfaction prior to its enforcement.

8. Reservation of Easements. The CITY reserves to itself and to any public utility provider for the respective interests of the CITY and any such public utility provider, a permanent easement and perpetual rights in, to, over, under and across the PREMISES, as applicable, and reasonable rights of ingress and egress to and from all areas as may be necessary for the installation, operation, maintenance, repair, replacement, relocation and removal of water lines, sanitary and storm sewers, gas mains, electrical power lines, telephone lines and other utility lines and facilities. Provided, however, that the exercise of any right hereunder shall not unreasonably interfere with the use and enjoyment of the PREMISES by the LESSEE or anyone claiming by, through or under the LESSEE, and that the PREMISES shall be restored, to the extent reasonably possible, to its condition as

existed immediately prior to the exercise of such a right hereunder.

9. Compliance with Laws, Permits and Regulations. The LESSEE shall, at its sole cost and expense, throughout the term of this Lease Agreement promptly comply with all the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, any other legal requirements which may be applicable from time to time to the PREMISES and the uses which the LESSEE shall make of the same, and all requirements of all insurance policies in force at any time with respect to the PREMISES.

10. Sublease and Assignments. The LESSEE shall not make, create, or suffer to be made or created, any total or partial transfer, assignment, conveyance, lease, sublease, trust, power, or other disposition in any mode or form, of or with respect to the PREMISES, of this Lease Agreement or any of the rights, privileges, interests, obligations or liabilities hereunder without the prior written consent of the CITY. In the absence of the specific written approval of the CITY, no disposition of the LESSEE's interests or rights in the PREMISES or any portion thereof, or any transfer or assignment of this Lease Agreement shall relieve LESSEE from any obligation, liability or responsibility hereunder or with respect to the PREMISES.

All subleases entered into demising all or any part of the PREMISES shall be made expressly subject and subordinate to this Lease Agreement and shall contain covenants on the part of the sublessee that (a) neither the termination of this Lease Agreement nor the institution of any suit, action or proceeding (other than that of eminent domain) by the CITY to recover possession of the PREMISES and other improvements or to realize possession of LESSEE's leasehold estate shall, by operation of law or otherwise,

result in the cancellation or termination of the obligations of the sublessee, and (b) if the CITY terminates this Lease Agreement, any prior assignment of LESSEE's interest in the sublease or the rents due under the sublease shall automatically terminate and the CITY shall be sublessor under the sublease and the sublessee will be deemed to have attorned to the CITY for the balance of the term of the sublease. Any sublease agreement shall be in writing, duly executed, witnessed and acknowledged, and shall be recorded on the Norwalk Land Records.

Any assignment shall be evidenced by an instrument in writing duly executed, witnessed and acknowledged by the LESSEE and the assignee and recorded on the Norwalk Land Records. Any assignee shall take the assignment subject to all the terms and covenants in this Lease Agreement applicable to the LESSEE. Complete financial information respecting the proposed assignee, together with the current address of such person or entity, transferee or sublessee shall be delivered to the CITY's Office of Corporation Counsel prior to signing of the document evidencing and/or effectuating any such transaction.

Upon any assignment being made by LESSEE or any successor of the LESSEE, the assignee shall be subject to the same terms and conditions as to future assignments, and to all the covenants, agreements, provisions and conditions contained in this Lease Agreement.

11. Termination of Lease Agreement. Upon the termination of this Lease Agreement and the term created, or upon the termination of the LESSEE's right of possession, whether by lapse of time or at the option of the CITY, the LESSEE shall at once surrender possession of the PREMISES to the CITY and remove all its personal property from it. In the event that LESSEE does not immediately surrender possession, the CITY may reenter the PREMISES and

repossess itself of it as of its former estate and remove all property therefrom, using force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

In the event that the LESSEE remains on the PREMISES after termination or the expiration of the Lease term without having executed a new written Lease with the CITY, such holding over shall not constitute a renewal or extension of this Lease. In such event, the CITY may, at its option, elect either to treat the LESSEE as one who has not removed at the end of its term and thereupon be entitled to all available remedies against the LESSEE, or to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration. In the latter event, the LESSEE shall pay such rent as was due and payable during the last period of the Lease term increased by five percent (5%).

The LESSEE covenants to pay for, and to indemnify the CITY against, all costs and charges, including, but not limited to, counsel and legal fees, lawfully and reasonably incurred in obtaining possession of the PREMISES and establishing the CITY's title free and clear of this Lease Agreement upon expiration or earlier termination of this Lease Agreement or in enforcing any covenant or agreement by the LESSEE.

12. Default Provisions.

The CITY may terminate this Lease upon a default by the LESSEE, which includes, but is not limited to, the following:

(i) the failure of the LESSEE to pay any installment of rent or other sums due (including interest) to or for the benefit of the CITY under this Lease on the date due, which failure continues for more than ten (10) days thereafter;

(ii) the abandonment or desertion of the PREMISES by LESSEE;

(iii) the filing of any lien, attachment or other encumbrance against the PREMISES by a party claiming by, through, under or against the LESSEE, which is not discharged or otherwise provided for to the CITY's reasonable satisfaction within thirty (30) days from the date of notice to LESSEE of the same;

(iv) the filing of an application by the LESSEE (a) for a consent to the appointment of a receiver, trustee or liquidator of itself or its assets; or (b) LESSEE's voluntary petition in bankruptcy or of a pleading in any court admitting its inability to pay its debts as they come due; or (c) a general assignment for the benefit of its creditors; or (d) an answer admitting the material allegations of, or LESSEE's consenting to or defaulting in answering, a petition filed against it in any bankruptcy proceeding;

(v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating LESSEE a bankrupt, or appointing a receiver, trustee or liquidator of LESSEE or of its assets, which order, judgment or decree continues unstayed and in effect for sixty (60) consecutive days;

(vi) any action making this Lease Agreement the subject of or taking it under a writ of execution;

(vii) the failure of LESSEE to comply with any provision or covenant of this Lease or to fulfill or perform any responsibility, condition, or agreement hereof, which is not remedied, rectified or cured within thirty (30) days following the receipt of a written notice thereof from the CITY. In the event that any such default cannot be cured within such thirty (30) day period, the LESSEE must take all necessary and reasonable action in order to commence to cure such failure within such thirty (30) day period and must diligently prosecute the same to completion.

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

In any event of default by LESSEE, the Lease shall, at the CITY's option, and upon notice to the LESSEE, terminate and expire and the CITY shall have, in addition to all other remedies provided by law, one or more of the following remedies:

A. The CITY may terminate this Lease Agreement and all rights and privileges hereby created, in which event the CITY may repossess the PREMISES and be entitled to recover as damages a sum of money equal to the value, as of the date of such termination, of the total rent to be paid hereunder by the LESSEE for the balance of the Lease term plus all expenses incurred by the CITY as a result of or in connection with such default, and all other sums of money and damages due hereunder to the CITY.

B. In the event of any breach or threatened breach by the LESSEE of any of the terms, covenants, agreements, provisions or conditions in this Lease Agreement, the CITY shall have the right to invoke any right and remedy allowed at law or in equity, by statute or otherwise as though reentry, summary proceedings, and other remedies have not been provided for in this Lease Agreement.

C. In the event this Lease Agreement is assumed by or assigned to a trustee pursuant to the provisions of the Bankruptcy Reform Act of 1978 (referred to as "Bankruptcy Code") (11 USC 1 et seq.) as it may be amended, and the trustee does not cure all defaults under this Lease Agreement and does not provide adequate assurances of future performance of this Lease Agreement as are required by the Bankruptcy Code (including, but not limited to, the requirement of Section 365(b)(1), referred to as "Adequate Assurances"), within the applicable time periods provided by the Bankruptcy Code, then this Lease Agreement shall be deemed terminated automatically and the CITY shall have the right to immediate possession of the PREMISES and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach or termination of this Lease Agreement.

To the extent not prohibited by law, all expenses, including reasonable attorneys' fees and court costs, incurred by the CITY by reason of any default in payment by the LESSEE (whether or not any proceeding is instituted) or in connection with any action or proceeding affecting this Lease Agreement or the PREMISES, shall be paid to the CITY by the LESSEE on demand.

The CITY shall have all other rights and remedies as the law and this Lease now or may hereafter afford and all such rights and remedies shall be cumulative so that the existence or exercise of any shall not exclude the existence or right to exercise any other.

The LESSEE acknowledges that this Lease constitutes a commercial transaction within the meaning of Section 52-278a of the Connecticut General Statutes, as amended. Pursuant thereto, the LESSEE hereby waives and relinquishes all rights to notice and a hearing as provided in Section 52-278g through Section 52-289a of the Connecticut General Statutes, as the same may be amended, prior to the CITY obtaining any remedy against the LESSEE in connection with the enforcement by the CITY of any of its rights or remedies under this Lease Agreement.

Without limiting any of the above, the CITY and its successors and assigns shall be deemed beneficiaries of the covenants provided in this Agreement, both in its own rights and for the purpose of protecting the rights and interests of the public, in whose favor and for whose benefit the covenants shall be deemed to be provided.

13. Waiver or Surrender of Rights.

The receipt of rent or any sum of money by the CITY, with knowledge of any breach of this Lease Agreement by the LESSEE or of any default on the part of the LESSEE in the observance or performance of any of the conditions, agreements or covenants of

this Lease Agreement, shall not be deemed to be a waiver of any provision of this Lease Agreement. Nor shall any failure on the part of the CITY to enforce any covenant or provision of this Lease Agreement, or any waiver of any right under it by the CITY, discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the future. To be valid, any waiver of a covenant or condition of this Lease Agreement must be in writing and signed by the CITY's Corporation Counsel and shall apply only with respect to the particular act or matter involved. Any waiver by the CITY of any breach of this Lease shall not constitute or act as a waiver for any subsequent violation or breach. The LESSEE is obligated to obtain the consent of the CITY to any other or subsequent act or matter.

The receipt by the CITY of any rent, other sum of money, or consideration paid by the LESSEE after the termination, in any manner, of the term demised, shall not reinstate, continue or extend the term unless so agreed to in writing and signed by the CITY and LESSEE.

14. Insurance. The LESSEE agrees, at its own expense, to maintain throughout the term hereof, any extension or holdover period, comprehensive general liability insurance, for bodily injury and accidental death covering its agents, servants, invitees, guests, licensees and all who may use or come upon the PREMISES and property damage insurance for the value of the PREMISES, with extended coverage for vandalism and malicious mischief. Such insurance shall name the CITY as an additional insured and shall be maintained with limits of not less than One Million Dollars (\$1,000,000.00). The CITY may, from time to time, reasonably amend the required types and amounts of insurance coverage by written notice to LESSEE and LESSEE shall diligently comply by meeting the requirements of any such changes.

No less than ten (10) days before the commencement of the term of this Lease, the LESSEE shall provide a certificate evidencing the foregoing insurance coverage to the CITY's Corporation Counsel. Renewal certificates shall be provided to the CITY throughout the term hereof in a timely fashion by LESSEE. The certificate shall provide that there shall be no modification or cancellation of any such coverage or policies unless thirty (30) days prior written notification of the same is given to the CITY. The CITY shall be listed thereon as an additional insured on all policies of insurance covering the PREMISES.

The LESSEE shall not act nor permit any actions on or to the PREMISES which are or may be contrary to law or which will invalidate or be in conflict with any policy of insurance at any time carried by or for the benefit of the CITY with respect to the PREMISES, or which might subject the CITY to any liability for personal injury, property damage or other financial loss or expense. The LESSEE, its agents, licensees, sublessees, guests or invitees shall not keep anything in, on or around the PREMISES except as now or hereafter permitted by the Norwalk Fire Department, the Connecticut Board of Fire Underwriters, and any other authority having jurisdiction over the PREMISES, and then only in such manner and such quantity so as not to increase the rate of fire insurance applicable to the PREMISES, nor shall it use the PREMISES in a manner which will increase the fire insurance rates because of special risk.

15. Indemnification. The LESSEE shall indemnify, defend and save the CITY harmless from and against all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of: (i) any breach by the LESSEE, its

agents, contractors, employees, sublessees, invitees, guests or licensees, of any covenant, provision or condition of this Lease; or (ii) the negligence, willful or wanton act or omission of the LESSEE, its agents, contractors, employees, sublessees, invitees, guests or licensees; or (iii) the use and occupancy of the PREMISES by the LESSEE, or any of its agents, assignees, contractors, employees, sublessees, invitees, guests or licensees; or (iv) the condition of the PREMISES.

The LESSEE's liability under this paragraph extends to the acts and omissions of any employee, invitee, subtenant, assignee, guest or licensee of the LESSEE, and any agent, contractor, employee, invitee, guest or licensee of such subtenant, licensee or assignee. Neither the CITY nor its agents shall be liable for damages to the LESSEE or its property or to any person claiming through the LESSEE, nor shall rent be abated, for injury to person or damage to or loss of property wherever located from any cause. The LESSEE hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings described herein. The provisions of this paragraph shall survive the expiration or early termination of this Lease and shall not be limited by reason of any insurance coverage.

16. Signage. The LESSEE shall not erect any sign or banner in, on, or about the PREMISES without prior written consent of the appropriate authority within the CITY as to the proposed description, size, color and location of such sign. When such written consent is obtained from the CITY, the LESSEE agrees and covenants that all such signs shall be in accordance with any applicable statutes, ordinances, codes, rules, and/or regulations of any governmental authority, and that the LESSEE shall maintain such signs and keep the same in a good state of repair. Upon

vacating the PREMISES, the LESSEE agrees to remove all signs and to repair any and all damages caused by the same or their removal at its expense. The CITY shall have absolute discretion on all matters concerning signs or banners.

17. General Provisions.

Invalidity of Particular Provisions. If any provision of this Lease Agreement or the application of it to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

Quiet Enjoyment. The CITY acknowledges that the LESSEE, upon paying the rent and all impositions and other charges, and performing all the covenants and conditions of this Lease Agreement, may, subject to the CITY's rights, as set forth in this Lease or as may exist at law or equity, lawfully and quietly occupy the PREMISES during the term of this Lease Agreement without hindrance or molestation by the CITY.

Conflict of Interest. No member, official, or employee of the CITY shall have any personal interest, direct or indirect, in this Lease Agreement, nor shall any member, official, or employee participate in any decision relating to this Lease Agreement which affects his or her personal interests or the interests of any other entity or person in which he or she is directly or indirectly, interested. No member, official, or employee of the CITY shall be personally liable to the LESSEE, its successors and assigns, or anyone claiming by, through or under the LESSEE or any successor in interest to the PREMISES, in the event of any default or breach by the CITY or for any amount which

may become due to the LESSEE, its successors and assigns, or any successor in interest to the PREMISES, or on any obligation under the terms of this Lease Agreement.

Brokerage. The LESSEE and the CITY each represent and warrant to the other that neither has dealt with any broker or finder in connection with the transactions herein contemplated and each agrees to indemnify, defend and hold the other harmless of and from any and all manner of claims, including, but not limited to, reasonable attorneys' fees and expenses incurred by the other party and arising out of any claim by any broker or finder if it is ultimately determined that either party has dealt in contravention of its representation and warranty.

Assignability and Binding Effects. Subject to all provisions respecting the rights of assignment or subleasing, this Lease Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

Duplicate Originals. This Lease Agreement will be executed in four (4) copies, each of which shall constitute an original. The warranties, representations, agreements and undertakings shall not be deemed to have been made for the benefit of any person or entity, other than the parties hereto.

The CITY and LESSEE represent to each other as follows:

A. That each has, and has exercised, the required power and authority and has complied with all applicable legal and other applicable requirements necessary to adopt, execute and deliver this Lease Agreement and to assume its responsibilities and obligations hereunder; and

B. That this Lease Agreement has been duly executed and delivered by each and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions.

Notice Provisions. Notices provided for or given under this Lease Agreement will be given to the individuals listed below:

FOR THE CITY:

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

With a copy to:

Corporation Counsel
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

FOR THE LESSEE:

Pastime Athletic and Social Club
59 Seaview Avenue
Norwalk, Connecticut 06855

The parties may change their respective addresses and specify as their address any other address by providing at least five (5) days prior written notice to the other party.

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Jean H. Mulligan
Jean H. Mulligan
Agnes M. Brien
Agnes M. Brien

By: Frank J. Esposito
Frank J. Esposito, Its Mayor
Duly Authorized

PASTIME ATHLETIC AND SOCIAL CLUB

Beverlie Brooks
Beverlie Brooks
Carol Puskas
Carol Puskas

By: David W. Breault
David W. Breault
Its President
Duly Authorized

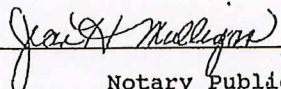
OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

October 30 1994

Personally appeared, before me, FRANK J. ESPOSITO, who acknowledged himself to be the Mayor of the CITY OF NORWALK, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
Commissioner of Superior Court

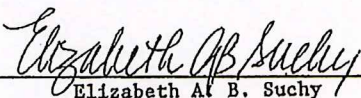
JEAN H. MULLIGAN
Notary Public State of CT
My Commission Expires: 12/31/99

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

October 7, 1994

Personally appeared, before me, David W. Breault, who acknowledged himself/herself to be the President of PASTIME ATHLETIC AND SOCIAL CLUB, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the association by himself/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Elizabeth A. B. Suchy
~~Notary Public~~
Commissioner of Superior Court

RECEIVED

NOV 3 1994

NOTARY PUBLIC
STATE OF CONNECTICUT

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

SECOND AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB, INC.

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERM

The term of the Original Lease Agreement set out in Section 5 of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on **October 20, 2009** and continue through **October 19, 2019**.

RENT

The rental payment to be made by the LESSEE for the PREMISES, as set out in Section 6 of the Original Lease Agreement, is hereby increased to Ten Dollars (\$10.00) per year.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

Dated at Norwalk, Connecticut, this 8th day of December, 2008.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

Northbrook

CITY OF NORWALK

By: MLA Mc

Richard A. Moccia
Its Mayor
Duly Authorized

Witnesses' signatures:


NANETTE RIVERA-GONZALEZ

NANETTE RIVERA-GONZALEZ

Michel M^e

MICHELE MCLEAN

PASTIME ATHLETIC
AND SOCIAL CLUB, INC.

By: Edward Mc Aleese
EDWARD MCALEESE

Its PRESIDENT
Duly Authorized

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 8th day of December, 2008, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be Mayor of the **CITY OF NORWALK**, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **CITY OF NORWALK** by himself as Mayor.

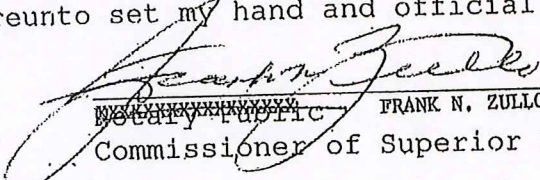
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Mary B Roman
Notary Public My Commission Exp. Jan. 31, 2009
~~Commissioner of Superior Court~~

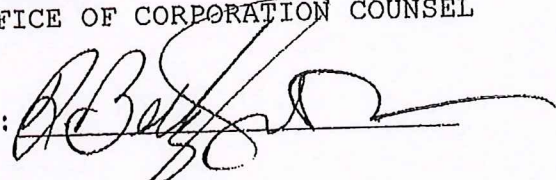
STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

On this the 25th day of NOVEMBER, 2008, before me, the undersigned officer, personally appeared EDWARD MCALEESE, who acknowledged himself to be the PRESIDENT of the PASTIME ATHLETIC AND SOCIAL CLUB, INC. and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the PASTIME ATHLETIC AND SOCIAL CLUB, INC. by himself as PRESIDENT.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


~~Notary Public~~ FRANK N. ZULLO
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

FIRST AMENDMENT TO LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
PASTIME ATHLETIC AND SOCIAL CLUB

WHEREAS, the CITY and the LESSEE entered into a Lease Agreement dated October 20, 1994 (the Original Lease Agreement), granting the LESSEE exclusive use of tidal land located between Seaview Avenue and the waters of the Norwalk Harbor's east basin; and

WHEREAS, the parties wish to amend the Original Lease Agreement to extend its term;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

TERM

The term of the Original Lease Agreement is extended for a ten-year (10) period, which shall commence on October 20, 1999, and continue through October 19, 2009.

REMAINING TERMS UNAFFECTED

The foregoing covenants and agreements are to be construed as supplemental to the Original Lease Agreement. All other provisions of said Original Lease Agreement shall remain in effect except as they may be inconsistent herewith.

MARIE L. SAYMON
NOTARY PUBLIC
My Commission Expires April 30, 2002

STATE OF CONNECTICUT)
) ss. Norwalk
COUNTY OF FAIRFIELD)

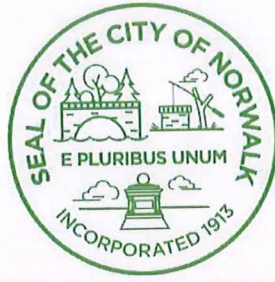
On this the 10th day of December, 1999, before me, the undersigned officer, personally appeared Russell W. Buttrick, who acknowledged himself to be the ~~President~~ Agent of the PASTIME ATHLETIC AND SOCIAL CLUB, and that he as such ~~President~~, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the PASTIME ATHLETIC AND SOCIAL CLUB by himself as ~~President~~ Agent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Christopher M. English
Notary Public
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Rebecca Kovacs – x 47289
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	7/10/2024
Purpose/Scope	Team Building & School Climate Programs
Vendor (Indicate if new or existing vendor)	Mountain Workshop
Term of Contract	September 9 th , September 18 th , September 26 th , October 7 th and October 10 th from 7:00 A.M. to 4:00 P.M.
Method of Procurement (Indicate if sole source)	Permit #R302, R319, R1138,R305,R306
Cost of Contract	\$2100
Funding Source/Account Number	N/A
Additional Information / Other Details	Approximately 120+ people

Permit

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov



Permit # R306

Status Approved

Date Jul 5, 2024 10:25 AM

Customer Name KENT TULLO - 3339
Customer Type General Public
Mailing Address 158 Kenwood Avenue
158 Kenwood Avenue
Fairfield, CT 06824

Home Phone Number (203) 512-1321
Cell Phone Number (203) 512-1321
Email Address ktullo@mountainworkshop.com

System User Internet User

Rental Fee	\$450.00
Discounts	\$0.00
Subtotal	\$450.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$450.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$450.00

Mountain Workshop Team Building/School Climate Program

1 resource(s) 1 booking(s) Subtotal: \$450.00

Booking Summary

Calf Pasture Beach (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Thu, Oct 10, 2024 7:00 AM	Thu, Oct 10, 2024 4:00 PM	180	\$0.00
Resource level fees			\$450.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	TBD

R306

Status Approved

Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	135
What is the setup time?	7:00a
What type of event?	Team Building/School Climate Program
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Program Gear and Equipment
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	No
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Rental Event Application Form	Oct 10, 2024	KENT TULLO	Waiver Signed by: KENT TULLO on Jan 31, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.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.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$450.00 Current Balance: \$450.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 10, 2024	\$450.00	\$0.00	\$0.00	\$450.00

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

KENT TULLO

Customer ID: 3339

Home Phone Number: (203) 512-1321

Cell Phone Number: (203) 512-1321

Email Address: ktullo@mountainworkshop.com

Permit

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R302

Status Approved

Date Jul 5, 2024 9:49 AM

Customer Name KENT TULLO - 3339
Customer Type General Public
Mailing Address 158 Kenwood Avenue
158 Kenwood Avenue
Fairfield, CT 06824

Home Phone Number (203) 512-1321
Cell Phone Number (203) 512-1321
Email Address ktullo@mountainworkshop.com

System User Internet User

Rental Fee	\$300.00
Discounts	\$0.00
Subtotal	\$300.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$300.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$300.00

Mountain Workshop Team Building/School Climate Program

1 resource(s) 1 booking(s) **Subtotal: \$300.00**

Booking Summary

Calf Pasture Beach (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Sep 9, 2024 7:00 AM	Mon, Sep 9, 2024 4:00 PM	120	\$0.00
Resource level fees			\$300.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	TBD

R302

Status Approved

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.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.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$300.00 Current Balance: \$300.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 9, 2024	\$300.00	\$0.00	\$0.00	\$300.00

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

KENT TULLO

Customer ID: 3339

Home Phone Number: (203) 512-1321

Cell Phone Number: (203) 512-1321

Email Address: ktullo@mountainworkshop.com

Permit

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov



Permit # R319

Status Approved

Date Jul 5, 2024 10:09 AM

Customer Name KENT TULLO - 3339
Customer Type General Public
Mailing Address 158 Kenwood Avenue
158 Kenwood Avenue
Fairfield, CT 06824

Home Phone Number (203) 512-1321
Cell Phone Number (203) 512-1321
Email Address ktullo@mountainworkshop.com

System User Internet User

Rental Fee	\$450.00
Discounts	\$0.00
Subtotal	\$450.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$450.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$450.00

Mountain Workshop Team Building/School Climate Program

1 resource(s) 1 booking(s) Subtotal: \$450.00

Booking Summary

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Wed, Sep 18, 2024 7:00 AM	Wed, Sep 18, 2024 4:00 PM	260	\$0.00
Resource level fees			\$450.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	TBD

R319

Status Approved

Page 1 of 4

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.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.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$450.00 Current Balance: \$450.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 18, 2024	\$450.00	\$0.00	\$0.00	\$450.00

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

KENT TULLO

Customer ID: 3339

Home Phone Number: (203) 512-1321

Cell Phone Number: (203) 512-1321

Email Address: ktullo@mountainworkshop.com

Permit

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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov



Permit # R1138

Status Approved

Date Jul 5, 2024 10:29 AM

Customer Name KENT TULLO - 3339
Customer Type General Public
Mailing Address 158 Kenwood Avenue
158 Kenwood Avenue
Fairfield, CT 06824

Home Phone Number (203) 512-1321
Cell Phone Number (203) 512-1321
Email Address ktullo@mountainworkshop.com

System User Internet User

Rental Fee	\$450.00
Discounts	\$0.00
Subtotal	\$450.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$450.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$450.00

Mountain Workshop Team Building/School Climate Program

1 resource(s) 1 booking(s) Subtotal: \$450.00

Booking Summary

Calf Pasture Beach (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Thu, Sep 26, 2024 7:30 AM	Thu, Sep 26, 2024 3:30 PM	200	\$0.00
Resource level fees			\$450.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	TBD

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

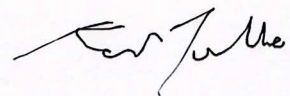
1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

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6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.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.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$450.00 Current Balance: \$450.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Sep 26, 2024	\$450.00	\$0.00	\$0.00	\$450.00

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT
06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

KENT TULLO

Customer ID: 3339

Home Phone Number: (203) 512-1321

Cell Phone Number: (203) 512-1321

Email Address: ktullo@mountainworkshop.com

Permit



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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R305

Status Approved

Date Jul 5, 2024 10:19 AM

Customer Name KENT TULLO - 3339
Customer Type General Public
Mailing Address 158 Kenwood Avenue
158 Kenwood Avenue
Fairfield, CT 06824

Home Phone Number (203) 512-1321
Cell Phone Number (203) 512-1321
Email Address ktullo@mountainworkshop.com

System User Internet User

Rental Fee	\$450.00
Discounts	\$0.00
Subtotal	\$450.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$450.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$450.00

Mountain Workshop Team Building/School Climate Program

1 resource(s) 1 booking(s) Subtotal: \$450.00

Booking Summary

Calf Pasture Beach (Event)

Center: Calf Pasture Beach

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Mon, Oct 7, 2024 7:00 AM	Mon, Oct 7, 2024 4:00 PM	160	\$0.00
Resource level fees			\$450.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	No
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	TBD

Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	150
What is the setup time?	7:00a
What type of event?	Team Building/School Climate Program
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Program Gear and Equipment
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	No
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- If so police officer will be required.	No
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility Rental Event Application Form	Oct 7, 2024	KENT TULLO	Waiver Signed by: KENT TULLO on Jan 31, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

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MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$450.00 Current Balance: \$450.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 7, 2024	\$450.00	\$0.00	\$0.00	\$450.00

X: _____

Date: _____

City of Norwalk Online

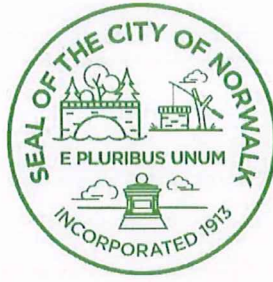
Mailing Address: 125 East Ave., Norwalk, CT
06851
Phone Number: (203) 854-7806
Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

KENT TULLO

Customer ID: 3339
Home Phone Number: (203) 512-1321
Cell Phone Number: (203) 512-1321
Email Address: ktullo@mountainworkshop.com



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Rebecca Kovacs – x 47289
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	7/10/2024
Purpose/Scope	SoNo Arts Festival
Vendor (Indicate if new or existing vendor)	Gordon Fine Arts, LLC
Term of Contract	Saturday, August 3 rd , and Sunday, August 4 th , 2024 from 10:00 A.M. to 5:00 P.M
Method of Procurement (Indicate if sole source)	Permit #R1377
Cost of Contract	\$3,960
Funding Source/Account Number	N/A
Additional Information / Other Details	Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 1000 people.

Permit



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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # **R1377**

Status Approved

Date Jul 5, 2024 9:39 AM

Customer Name Susan Brown Gordon - 8809
Customer Type General Public
Mailing Address 26 Yew Street
Norwalk, CT 06850

Home Phone Number (518) 852-6478
Cell Phone Number (518) 852-6478
Email Address Suebg.art@gmail.com

System User Internet User

Rental Fee	\$3,960.00
Discounts	\$0.00
Subtotal	\$3,960.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$3,960.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,960.00

Sono Arts Festival

1 resource(s) 2 booking(s) Subtotal: \$3,960.00

Event Notes:

\$1,000,000 liability insurance naming City of Norwalk as additional insured required/Special Event Permit in process/Event will be on July 10th RPCA Agenda

Booking Summary

Washington St. Plaza (Event)

Center: Washington St. Plaza

START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Aug 3, 2024 10:00 AM	Sat, Aug 3, 2024 6:00 PM	1	\$0.00
Sun, Aug 4, 2024 10:00 AM	Sun, Aug 4, 2024 6:00 PM	1	\$0.00
Resource level fees			\$3,960.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	No
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.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No

R1377

Status Approved

Page 1 of 4

If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	0
Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	1000
What is the setup time?	6:30 am
What type of event?	Arts Festival
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	art and crafts
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	No
Will you be using temporary electrical resources?	No
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Aug 3, 2024	Susan Brown Gordon	Waiver Signed by: Susan Brown Gordon on Jul 3, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

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1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.

2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.

3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.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.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$3,960.00 Current Balance: \$3,960.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jul 5, 2024	\$3,575.00	\$0.00	\$0.00	\$3,575.00
Aug 3, 2024	\$385.00	\$0.00	\$0.00	\$385.00

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT
06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

Susan Brown Gordon

Customer ID: 8809

Home Phone Number: (518) 852-6478

Cell Phone Number: (518) 852-6478

Email Address: Suebg.art@gmail.com



Contract Staff Summary

Department/Staff Contact	Recreation and Parks Rebecca Kovacs – x 47289
Common Council Committee	Recreation, Parks & Cultural Affairs
Date Approved by Committee	7/10/2024
Purpose/Scope	Community Fun Day
Vendor (Indicate if new or existing vendor)	Project 9 Foundation
Term of Contract	Saturday, August 17 th , from 1:00 P.M. to 7:00 P.M.
Method of Procurement (Indicate if sole source)	Permit #R1387
Cost of Contract	\$385
Funding Source/Account Number	N/A
Additional Information / Other Details	Set-up time by 11:00 A.M. Saturday with tear-down by Saturday 8:00 P.M. Approximately 78 people.

Permit



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

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R1387
Status Tentative
Date Jul 4, 2024 9:32 AM
Expiration Date Aug 3, 2024

Customer Name	Terrence Fuller - 8418	Home Phone Number	(203) 515-7775
Customer Type	General Public	Cell Phone Number	(203) 515-7775
Mailing Address	P.O. Box 134 Norwalk, CT 06852	Email Address	project9foundation@yahoo.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

Community Fun Day	1 resource(s)	1 booking(s)	Subtotal: \$385.00
Event Notes: \$1,000,000 liability insurance naming City of Norwalk as additional insured required/Event to go to July 10th RPCA meeting			
Booking Summary			
Nathaniel Ely School Field (Field Rental)		Center: Nathaniel Ely	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Aug 17, 2024 1:00 PM	Sat, Aug 17, 2024 7:00 PM	78	\$0.00
Resource level fees			\$385.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	No
Are you a Non-Profit or 501C3?	Yes
Do you have a 2nd date in mind or a rain date	August 24th 2024
Field Requested- Type in your selected facility/field.	Nathaniel Ely Park
Is there a 2nd date in mind or a rain date or location?	Yes
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Grill, Food, porta potties, field games

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Field-FIELD PERMIT APPLICATION 2024 Attachment	Aug 17, 2024	Terrence Fuller	Waiver Signed by: Terrence Fuller on Jul 4, 2024
Rules & Regulations 1. Permit holders must have their permit while using the facility. 2. Permit holders must have a minimum of ten individuals on the facility during the period allowed. For safety reasons, one adult must be present for every twelve children. 3. Permit holders will be responsible for any damages to the facility. 4. This permit may not be transferred or resold. Any violation of this will result in cancellation of all permits issued to the permit holder. The subleasing of a facility permit is prohibited and is grounds for cancelation of all permits issued to the individual and organization named on the permit. 5. The City of Norwalk Recreation & Parks Department retains the right to temporarily suspend this permit, or to change the field location. 6. The granting of this permit does not give the permit holder the right to sell or offer for sale any articles, tickets, or refreshments, within or adjacent to the facility. 7. Alcoholic beverages may NOT be sold or consumed on Parks Property. 8. Barbecuing is prohibited. 9. Light access available at certain fields. Additional fee required. Must follow City ordinance. 10. Sound ordinance must be observed. Permission for amplified music is needed. 11. LITTERING IS PROHIBITED. TEAMS MUST LEAVE THE FIELD FREE OF LITTER & DEBRIS. 12. METAL CLEATS ARE NOT ALLOWED ON THE SYNTHETIC TURF FIELDS. 13. Use of any chairs on the synthetic turf field is NOT ALLOWED. 14. Organizations are not allowed to use any equipment to prep fields or line the fields. Once the City of Norwalk Parks Dept has lined the field, touch up is allowed between games. 15. The applicant must confine sports activities to the locations & times specified on the permit. 16. The applicant is liable for all damages to property and injuries, by accepting the permit agrees to hold the City of Norwalk harmless from all claims whatsoever from use of fields. A certificate of insurance naming the City of Norwalk, their employees, officers, agents, and anyone affiliated with the City of Norwalk as additional insured in the amount of \$1 million (\$1,000,000) in general liability insurance is required with subrogation waiver checked. 17. The permit is revocable at any time at the discretion of the Recreation & Parks Department. Reasons may include but are not limited to providing false information on the permit, failure to adhere to the rules of the City of Norwalk and failure to adhere to the conditions of the permit. 18. Spring 2024 *PRIORITIES OF USE & USER CATEGORY DESCRIPTIONS ARE IN THE PUBLIC USE POLICY. Facility Fee: \$350/field fee/field/season Organizations: \$10/player Travel Team: \$15/player Adult Organizations: \$20/player in-town Non-Profit Camp/Clinic/Tournament: \$175/3hrs Profit Camp/Clinic/Tournament: \$385/2hrs Terms of Permit Agreed to: As the applicant, I hereby certify that the information provided is true, complete, and accurate to the best of my knowledge. I agree to follow the City of Norwalk rules and regulations. I understand that failure to do so will lead to the revocation of the permit. I have received, read, and will abide by all the rules and/or policies for use of City of Norwalk facilities. 			

Payment Schedules		Original Balance: \$385.00 Current Balance: \$385.00			
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE	
Aug 17, 2024	\$385.00	\$0.00	\$0.00	\$385.00	

X: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT
06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X: _____

Date: _____

Terrence Fuller

Customer ID: 8418

Home Phone Number: (203) 515-7775

Cell Phone Number: (203) 515-7775

Email Address: project9foundation@yahoo.com