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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 provide "live comments" may also 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 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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Marsha Elbourne at melbourne@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

A. Special Meeting: February 10, 2026

B. Regular Meeting: February 10, 2026

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. RESIGNATIONS

a. Michelle Sawyer, Board of Ethics

2. REAPPOINTMENTS

a. Meggan Douglas, Board of Assessment Appeals, Alternate

- b. Ashley Petrides, Board of Assessments Appeals, Alternate
- c. Harriet Petrides, Board of Assessment Appeals, Alternate
- d. John Church, Fair Rent Commission
- e. Dora Witherspoon, Fair Rent Commission

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

- 1. Amend Charter § 10-5A from stating that it takes effect "on or before February 28th each year" to instead state that it takes effect "on or before February 28, 2027 and on or before February 28th each year thereafter". Also, amend Charter § 11-5 to add language "and as amended pursuant to C.G.S. § 7-191b pertaining to the modification of budget adoption dates."

VII. CITY COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

- 1. Narrative on Tax Collections dated February 2026
- 2. Monthly Tax Collector's Reports dated January 2026
- 3. Claims Committee Report dated February 2026
- 4. RESOLUTION: Approve a special appropriation totaling \$140,000 for the Norwalk Recovery Program account 570000-5617- OPI01. Norwalk Recovery Program includes the hiring of a Recovery Coach position with the Norwalk Police Department and grants to substance use organizations serving Norwalk residents

5. RESOLUTION TO TRANSFER UNEXPENDED FUNDS TO A NEW PROJECT

BE IT RESOLVED, that a special capital appropriation of \$275,000 is hereby transferred from the Combined Dispatch Capital Project for the Communications Upgrade (account # 09213610-5777-C0638) to the City's Office of Building Management Department (on behalf of the Historical Commission) for the

Conservatory project account 09266310-5777-C0857referenced below.

BE IT FURTHER RESOLVED, that a special capital appropriation of \$275,000 is hereby transferred to the City's Office of Building Management Department (on behalf of the Historical Commission) for the research, design, and engineering work associated with the Conservatory at the Lockwood Mathews Mansion. Funds will be appropriated to a new account 09266310-5777-C0857 established upon final approval from the City Council.

6. Recommended FY 2026 – 2027 Operating Budget
Maximum Limit on Total Appropriations
Pursuant to Section 10-5 (A) of the City Charter

WHEREAS, Section 10-5 (A) of the Norwalk Charter requires that a majority of the City Council vote to establish a specific limit on local appropriations during the process of establishing the next fiscal year's operating budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORWALK THAT:

The maximum limit on the total appropriation for the City of Norwalk's General Fund for Fiscal Year beginning July 1, 2026 shall be no more than \$483,978,290. Be it further resolved that the result of this vote and resolution, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

B. ORDINANCE

1. Approve changes to Chapter 33A (Complete Streets), Section 33A-8 (Exceptions)
2. Approve changes to Chapter 29 (Cannabis), Section 29-6 (Enforcement; fines/citation; hearing; report)
3. Approve changes to Chapter 112A (Vape Shops), Section 112A-13 (Penalties)

C. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Calf Pasture Beach by Coachmen Car Club for their Car Show to be held on Tuesday, May 12th, June 9th, July 14th and August 11th, 2026 from 4:00 P.M. to 9:00 P.M with rain dates on Friday, May 15th, June 12th, July 17th and August 14th, 2026. Approximately 150 people.
2. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Veteran's Park by Norwalk Seaport for their Oyster Festival to be held on Friday, September 11th, 2026 from 6:00 P.M. to 11:00 P.M., Saturday, September 12th, 2026

from 11:00 A.M. to 11:00 P.M. and Sunday, September 13th, 2026, from 11:00 A.M. to 8:00 P.M. Set-up on Friday, August 14th, 2026 at 8:00 A.M. with tear-down by Wednesday, September 30th, 2026 at 8:00 P.M. Approximately 35,000 people.

3. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Veteran's Park by Sonotainment for their 2nd Annual Juneteenth Carnival Fundraiser to be held on Friday, June 19th, 2026 from 6:00 P.M. to 10:00 P.M., Saturday, June 20th, 2026 from 12:00 P.M. to 10:00 P.M. and Sunday, June 21st, 2026 from 12:00 P.M. to 8:00 P.M. Set-up on Wednesday, June 17th, 2026 at 8:00 A.M. with tear-down by Tuesday, June 23rd at 9:00 P.M. Approximately 200 people.
4. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Calf Pasture Beach by Whittingham Cancer Center for their Northwell Walk to Raise Health to be held on Sunday, May 17th, 2026 from 7:00 A.M. to 3:00 P.M. P.M. Set-up on Saturday, May 16th, 2026 at 7:00 A.M. Approximately 700 people.
5. Authorize the Mayor, Barbara C. Smyth, to enter into an agreement for the use of Rowayton School Field by Rowayton PTA for their Rowayton Elementary School Carnival to be held on Friday, May 1st, 2026 from 4:00 P.M. to 9:00 P.M. and Saturday, May 2nd, 2026 from 10:00 A.M. to 4:00 P.M with a rain date on Sunday, May 3rd. Set-up on Wednesday, April 29th, 2026 at 7:00 A.M. with tear-down by Sunday, May 3rd at 10:00 A.M. Approximately 2,000 people.
6. Authorize the Mayor, Barbara C. Smyth, to approve the 12/1/2025 lease amendment to the original contract dated 6/3/2016, by and between the City of Norwalk and the Aspetuck Land Trust, Inc. for a lease agreement for a portion of 328 Flax Hill Road, known as Fodor Farm.
7. Authorize the purchasing agent to issue a sole source purchase order to SignPro Inc., in an amount not to exceed \$100,000, for the manufacture and installation of 32 gateway signs at various park locations, from account 09266030 5777 C0737.

D. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Barbara C. Smyth to execute any and all agreements and other documents to extend the term of the law department's document management software, "NetDocuments" for a period of three years, in the amount of \$10,477.28 year 1, \$11,001.04 year 2, and \$11,660.96 year 3, on a sole source procurement basis.

VIII. RESOLUTIONS FROM CITY COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

BOARD OF ASSESSMENT APPEALS	M/C	Norwalk Charter 1-271
MEGGAN DOUGLAS (U) 14 Mckinley Street Norwalk, CT 06853		Term Expires - 02/25/2027 Alternate
ASHLEY PETRIDES (U) 63 Strawberry Hill Avenue Norwalk, CT 06855		Term Expires - 02/25/2027 Alternate
HARRIET PETRIDES (U) 10 Burlington Drive Norwalk, CT 06851		Term Expires - 02/25/2027 Alternate
FAIR RENT COMMISSION	M/C	Norwalk Code 39
JOHN CHURCH (I) 17 Staples Court Norwalk, CT 06855		Term Expires - 07/01/2027
DORA WITHERSPOON (D) 5 Observatory Place Norwalk, CT 06854		Term Expires - 07/01/2027

Council at Large:

Mr. Joshua Goldstein
Mr. Johan Lopez
Ms. Nicol Ayers

Mr. Jesse Buccolo
Mr. Colin Hosten

District A:

Mr. Jalin Sead

Mr. Broderick Sawyer

District B:

Mr. Dajuan Wiggins

Ms. Darlene Young

District C:

Ms. Nicolé Eaddy

Ms. Anne Wennerstrand

District D:

Mr. Jan Degenshein

Mr. Richard Dellinger

District E:

Mr. James Frayer

Mr. Brian Bailey

I. ROLL CALL

The meeting was called to order by Mayor Smyth at approximately 6:33 PM. The Pledge of Allegiance was recited. Roll call was taken, and a quorum was established.

II. PUBLIC PARTICIPATION

Mr. Zerzan (Nick Zerzan of One Jean Avenue) addressed the Council. He spoke about concerns regarding the school budget, referencing a potential \$6 million gap and a proposed 4% increase. He described last year's budget process as painful for teachers, noting uncertainty about job security, some departures from the district, and challenges in special education compliance due to stretched resources and larger classrooms. He urged the Council to avoid a last-minute crisis, collaborate with the Board of Education and superintendent to prevent repeats of prior issues, and work together proactively rather than placing the burden solely on the superintendent. No other members of the public spoke in person or online.

**III. PRESENTATION OF THE FISCAL YEAR 2026-2027 RECOMMENDED
OPERATING BUDGET**

Mayor Smyth provided introductory remarks and presented the recommended operating budget for fiscal year 2026-2027. She noted that the budget had been presented the previous night to the Board of Estimate and Taxation. She thanked the Council for their upcoming work and addressed residents watching, providing context on the budget's challenges. She described this as her first budget year as Mayor but not her first with the City. She highlighted three major cost drivers: skyrocketing healthcare costs (a national and state trend), contract obligations from six collective bargaining agreements expiring simultaneously, and pressures from the ongoing revaluation. She outlined responses including spreading out future negotiations (police and fire on five-year cycles, others on four-year), investing in the internal service fund to offset healthcare tax burdens, and efforts to build the grand list, attract new businesses, and develop responsibly to address housing costs. She emphasized continued investment in schools, noting successes in early identification and in-house support for students with special needs, which incurs short-term costs but yields long-term savings. She stressed collaboration with the Board of Education, Superintendent, and others to avoid last year's issues. CFO Jared Schmitt was

referenced as assisting with the presentation, though detailed line-item presentation occurred in the subsequent regular meeting.

CFO Jared Schmitt then presented the detailed recommended operating budget for fiscal year 2026-2027. He thanked his staff (Mr. Tom Ellis, Ms. Kimberly Kinsella, Comptroller Ms. Chitsune Lam) and department heads/staff for cooperation in a difficult process. Hard copies of the presentation were available, with the full version online on the City website.

Key Challenges Detailed

- Third year of revaluation phase-in (spread over years to relieve tax burden; enters 27th year as year three).
- Board of Education request at 6.5% (building on \$4.5 million FY26 base addition).
- Employee healthcare costs rising 13-14% under state Partnership 2.0 plan (with Fairfield County regional add-ons of 1-2%).
- Funding included for all six settled contracts.
- Efforts to rebuild depleted internal service fund.
- No biannual tax sale revenue in FY27 (occurs every other year).
- Reduced investment income (lower rates, diminished cash from prior ARPA/grants).
- Pending final pension costs (estimate available; finals expected in 2-4 weeks; not expected to have massive impact).

Measures to Address Challenges

- Citywide unallocated salary lapse of \$3 million (based on consistent historical positive variances; departments under budget).
- Step-down use of accumulated bond premium (\$5 million in FY27, then reduced over 3-5 years to avoid future "cliff").
- Reduced fund balance draw (\$7 million vs. prior \$8 million budgeted; actual FY25 use only \$5.5 million).
- Ongoing motor vehicle registration compliance program (initial \$65,000 received; larger amounts projected).
- Updated trash collection mill rate allocation (fairness: full cost to participating properties only, not socialized citywide).
- Third-year revaluation effects, plus new red light camera program (revenue plus safety benefits; initial collections expected, then tapering).
- Continued personal property mill rate increase (from 28 to 32).
- Board of Education request reduced to 4% after thorough meetings with department heads.

Revenue Sources

- Property taxes ~89% of revenue.
- Updated interest/penalties projections higher.
- Fund balance change from \$8 million to \$7 million.

Expenditure Highlights

- Total proposed increase just over 7% (city side 10.72%, Board of Education 4%).
- Includes prior \$4.5 million BOE base assumption.
- \$3 million salary lapse.
- New budgeting of ~\$680,000 police school security (previously carry-forward).

Additional Details

- Proportional spending analysis over time (stable pie chart proportions).
- Total education support ~62% (including city-paid debt service, allocated salaries like legal staff time on BOE cases, internal service fund portions; city operations ~38%).
- Collective bargaining: future staggered cycles, added pay steps, police/fire pension equalization (pre- and post-2013 employees; improves retention/morale), 2.5-3% annual wage increases, ~\$9 million total wage/salary increase FY25-27, city 401(a) contribution up from 5% to 6%.
- Fund balance history as budget percentage (rating agencies see ~2 points higher).
- Taxpayer impacts: mill rate increases 3.8-4.6% by district; median household increases shown (varies by property).
- Grand list growth \$1.05 billion (\$750 million phase-in + \$300 million natural 1.8% growth; strong). Commercial rising faster (0.94%) than residential (0.69%).
- Revaluation reminder: average home values +45%, residential share 66% to 71.5%, commercial 34% to 28.5%; phase-in mitigated homeowner burden.

Mr. Schmitt referenced upcoming schedule (Finance Committee public hearing February 12, Council cap setting February 24, department meetings, final tax levy/mill rate May 4). He thanked attendees and opened for questions.

Mr. Bailey asked several questions and they were answered by Mr. Schmitt as listed below.

- a. What was the year-over-year percentage increase in healthcare benefits costs? Mr. Schmitt: The plan cost is budgeted to increase 13–14%. He explained that the internal service fund had previously had a positive balance that was drawn down to offset appropriations, reducing the apparent hit in recent years. That balance is now depleted, so FY27 requires a much larger appropriation—driving most of the visible employee benefits increase.
- b. Have any analyses been done on upcoming retirements (especially higher-cost employees) and their potential impact? Mr. Schmitt: Retirements are difficult to predict accurately. The Board of Education has better data and does projections for their larger workforce. On the city side, recent retirements occurred because employees waited for contract settlements (which affect pensions). Future patterns are inconsistent and hard to forecast.
- c. With added pay steps in the new contracts, will costs continue rising year-over-year? Mr. Schmitt: Yes, costs will continue to increase due to the steps. Similar impacts are expected between FY27 and FY28. The steps were added primarily

for retention and to preserve institutional knowledge, especially at the upper end for longer-serving employees.

- d. How was the decision made to increase the city's 401(a) contribution (from 5% to 6%)? Mr. Schmitt: The increase was negotiated as part of the collective bargaining contracts—just like wages, overtime, or other elements.

Ms. Ayers raised concerns about the lack of a full printed budget book at the meeting and the need for line-by-line detail to fulfill the Council's oversight responsibilities under the Charter. She emphasized that a budget reflects priorities, trade-offs, service impacts, and taxpayer effects—not just a total figure. Without complete information (including department narratives), the Council could not properly evaluate spending alignment, set the tax cap responsibly, or maintain transparency and checks/balances. She requested the full budget book and stressed accessibility issues (not everyone processes digital documents the same way; paper allows notations; online access limits some members). Mr. Schmitt apologized for the absence of hard copies, explained that full line-by-line detail (including position counts) was already posted online the previous night, and that only department narratives were still being finalized. He committed to providing printed line-by-line books the next day (February 11) and the complete budget book (with narratives) by the end of the month. He reiterated that the numerical “guts” of the budget were fully available digitally. Ms. Ayers followed up, acknowledging the online posting but reiterating that digital format is not equivalent to printed access for all members—especially for detailed review, annotations, and line-by-line comparison. She emphasized that the request was about enabling the Council to do its fiduciary job effectively, not about creating extra work, and reiterated the need for printed copies for herself and colleagues.

Mr. Sead asked what specific cuts or reductions were made to limit the tax impact on residents, given the significant proposed increases. Mr. Schmitt: Outside of salaries, benefits, and fixed costs (e.g., debt service), increases are rare and in many cases line items show decreases. The most significant tool this year is the \$3 million citywide unallocated salary lapse (based on consistent historical underspending). When reviewing the full line-by-line detail, members will see very limited large buckets available for cuts beyond those areas, making substantial non-personnel reductions difficult.

Mr. Jalin Seed (continued) followed up on debt service sustainability, noting it appears as the second-highest item in some views. Is it sustainable, and if not, how can it be addressed? Mr. Schmitt: Debt service is being closely monitored. This year's capital budget recommendations significantly reduced new authorizations compared to departmental requests. The budgeted amount for new debt authorizations is now less than the gross debt service due in FY27—a positive trend. However, debt service plays out over 20–30 years, so meaningful reduction requires long-term commitment to keeping new borrowing authorizations low.

Mr. Jalin Seed (continued) asked about preparation for when the fund balance can no longer be drawn down (currently shrinking; last year \$8 million budgeted but only \$5.5 million used). Mr. Schmitt: It is difficult. The city is using bond premium step-downs, increasing taxes significantly, and reducing the fund balance draw slightly this year. Long-term planning is

underway: last summer a 5-year budget framework began, and this summer a detailed 5-year projection/modeling effort will examine revenue/spending trends—especially fund balance—to identify problems early and avoid surprises.

No formal motions or votes occurred.

IV. ADJOURNMENT

****MR. FRAYER MOTIONED TO ADJOURN.
THE MOTION PASSED UNANIMOUSLY.

The meeting adjourned at approximately 7:30 PM.

Respectfully Submitted,
Courtney Baldwin
Recording Secretary

Council at Large:

Mr. Joshua Goldstein
Mr. Johan Lopez
Ms. Nicol Ayers

Mr. Jesse Buccolo
Mr. Colin Hosten

District A:

Mr. Jalin Sead

Mr. Broderick Sawyer

District B:

Mr. Dajuan Wiggins

Ms. Darlene Young

District C:

Ms. Nicolé Eaddy

Ms. Anne Wennerstrand

District D:

Mr. Jan Degenshein

Mr. Richard Dellinger

District E:

Mr. James Frayer

Mr. Brian Bailey

I. ROLL CALL

The meeting was called to order by Mayor Smyth at approximately 7:38 PM. The Pledge of Allegiance was recited. Roll call was taken, and a quorum was established.

II. ACCEPTANCE OF MINUTES

A. Special Meeting: January 24, 2026

****MS. WENNERSTRAND MOVED TO APPROVE THE MINUTES OF THE
JANUARY 24, 2026, SPECIAL MEETING.**

****THE MOTION PASSED UNANIMOUSLY.**

B. Regular Meeting: January 27, 2026

****MR. GOLDSTEIN MOVED TO APPROVE THE MINUTES OF THE
JANUARY 27, 2026, REGULAR MEETING.**

****THE MOTION PASSED. WITH TWO ABSTENTIONS – MR. HOSTIN, MR.
SEAD.**

III. PUBLIC PARTICIPATION

No public participation.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

a. Appointment of Robert Stowers, Director of Recreation and Parks

Ms. Young spoke in strong support of Mr. Stowers, highlighting his four years of transformative leadership, experience from Seattle, program development, team building, progress toward accreditation, and leadership on the new recreation center.

Ms. Ayers described Mr. Stowers as professional, calm, and a problem-solver.

Mr. Goldstein praised the transformation of the department and Mr. Stowers' ability to find ways to say yes.

Mr. Wiggins called Mr. Stowers the GOAT and noted his respectful demeanor during challenges.

Mr. Dellinger highlighted Mr. Stowers' helpfulness with the Oak Hills Park Authority.

Mr. Frayer apologized for an early tough budget interaction and praised Mr. Stowers' phenomenal work.

Mr. C praised Mr. Stowers' community outreach and support for youth sports leagues. Mayor Smyth described Mr. Stowers as a visionary who increased revenue, built programs, and advanced the Parks Foundation.

Mr. Stowers thanked the Mayor, Council, staff, Vanessa, Darlene Young, Harry Rilling, Alicia King, Bob Duff, and the community. He reviewed major accomplishments including the 10-year Recreation & Parks Master Plan, 10-year Tree Master Plan, joint-use agreement with schools, new baseball complex agreement, playground replacements, marina improvements, Galler Carriage Barn reopening, staff increases through budget-neutral shifts, non-lapsing Recreation and Sports Activity Fund, and establishment of the Parks Foundation. He expressed commitment to making Norwalk's parks the best for its size in Connecticut and the country.

****MS. YOUNG MOVED TO APPROVE THE APPOINTMENT OF ROBERT STOWERS AS DIRECTOR OF RECREATION AND PARKS.**

****THE MOTION PASSED UNANIMOUSLY.**

b. – f. Urban Forestry Commission appointments

PETER FRANK VITERETTO – Chair

GAY E. MAC LEOD

SONJA E. OLIVER

AMY VEREL

DAVID MCGOLDRICK

Ms. Wennerstrand moved all five appointments together. She described Mr. Viteretto's 40+ years as a licensed landscape architect focused on tree health and green infrastructure; Ms. Mac Leod's environmental education, nonprofit leadership, and prior Tree Advisory Commission service; Ms. Oliver's long advocacy experience and prior commission service; Ms. Verel's decade-plus public service in New York City and New York State Parks; and Mr. McGoldrick's hands-on land stewardship with Aspetuck Land Trust.

Ms. Young spoke in support of Ms. Mac Leod and Ms. Verel.

Ms. Eaddy praised Ms. Mac Leod and Ms. Oliver.

Mr. Dellinger noted Ms. Verel's family connection and Mr. McGoldrick's practical skills.

****MS. WENNERSTRAND MOVED TO APPROVE THE APPOINTMENTS OF PETER FRANK VITERETTO (CHAIR), GAY E. MAC LEOD, SONJA E. OLIVER, AMY VEREL, AND DAVID MCGOLDRICK TO THE URBAN FORESTRY COMMISSION.**

****THE MOTION PASSED UNANIMOUSLY.**

2. REAPPOINTMENTS – Commission on Gender Equity

KRISTINA TESTA-BUZZEE

JAZMINE PREZZIE

CHANTAL COFFY

Mr. Buccolo moved the reappointments and described the Commission's mission. He highlighted Dr. Testa-Buzzee's long Norwalk residency, former NCC leadership, and current state workforce role; Ms. Prezzie's mentorship program leadership and Board of Education service; and Ms. Coffy's nursing and multilingual background.

Mr. Sead praised Ms. Prezzie's leadership in growing the mentorship program.

****MR. BUCCOLO MOVED TO APPROVE THE REAPPOINTMENTS OF KRISTINA TESTA-BUZZEE, JAZMINE PREZZIE, AND CHANTAL COFFY TO THE COMMISSION ON GENDER EQUITY.**

****THE MOTION PASSED UNANIMOUSLY.**

B. MAYOR'S REMARKS

Mayor Smyth recognized Black History Month and Heart Health Month, provided information on related events, reminded residents of upcoming budget hearings, and announced the Mayor's Ball on March 6, 2026 benefiting Triangle Community Center and Mid-Fairfield Community Care Center.

C. Presentation on progress regarding the Efficiency Study

Mayor Smyth introduced the item, noting that the Efficiency Study was conducted under former Mayor Rilling approximately four years earlier. She stated that an update had been requested for some time, that significant progress had been made, but that more work remained. She turned the presentation over to Chief of Staff Lamond Daniels.

Chief of Staff Lamond Daniels provided framing for the presentation. He explained that the Efficiency Study, completed in 2022, was a significant investment and had been used as a working reference by departments rather than sitting unused. The presentation offered a high-level overview of how the study informed operational decisions, examples of actions taken across departments, and how it could continue to serve as a framework for longer-term

improvements. He emphasized that the full study spans over 500 pages and that the focus was on key themes and actions rather than a detailed status report of every recommendation.

He reviewed the study's original purpose: to assess city and Norwalk Public Schools operations, develop a customized plan for reinventing operations, drive transformational service delivery, and achieve cost efficiencies. The presentation covered only the city-side external assessment. Daniels stated that the study identified opportunities to improve efficiency and effectiveness, highlighted structural, operational, and financial gaps, and offered recommendations ranging from short-term to long-term improvements. It was intended as a guide for better decisions on systems, staffing, and investments, not as a one-year checklist.

He explained that departments assessed applicable findings, prioritized recommendations, and implemented many of them through internal policy changes, process improvements, and operational adjustments. Recommendations with budgetary or resource impacts underwent further administrative evaluation.

Selected examples of changes were grouped into four buckets: operational and governance, technology and systems, financial and administrative practices, and resident-facing services. Examples included:

- Finance, Comptroller, and Budget: major state reconciliation recovering approximately \$730,000; development of cash collection manuals; updated position controls in MUNIS; review of budget transfer thresholds; coding improvements in MUNIS; grant guidelines and grants tracking database.
- Town Clerk and City Clerk: formal procedure manuals; expanded online services (dog licensing, marriage applications, fraud alerts); records digitization using ARPA funds; office construction and safety project; planning for early voting.
- Human Resources: job description analysis project by department; career progression mapping; new HR system module; recurrent leadership discussions on workforce and performance.
- Purchasing and Procurement: filling the Purchasing Officer position; full guideline review with Corporation Counsel; shift to virtual credit card payments; strengthened collaboration with Norwalk Public Schools.
- Technology and Systems: digitization of records and permits; integration of IT into RFP processes; citywide permit software; funding system upgrades via ARPA and grants; groundwork for long-term IT planning.
- Governance, Leadership, and Coordination: formalized internal policies and procedures; FOI handling benchmarking; commission and ordinance-related work.
- Community Services: strengthened customer service intake and response tracking; improved coordination between community services, communications, and customer service; better program alignment and grant compliance.
- Recreation and Parks: continued investment in maintenance and safety; coordinated operations and engineering; used study staffing analysis as reference; increased staffing capacity.

- DPW and Operations: facility and workplace safety improvements; better tracking of capital assets; strengthened coordination with finance and planning.

Mr. Daniels noted that many changes were behavioral, process-oriented, or planning-related and were achieved internally with limited resources, often during the COVID recovery period.

He identified three major remaining pillars requiring deeper focus and sustained investment:

1. Enterprise technology and cyber resilience: aging, fragmented systems; manual workarounds; limited integration and visibility; cybersecurity risks.
2. Facilities and infrastructure: aging buildings; deteriorating facilities; space and safety constraints; deferred maintenance increasing future costs.
3. Staffing and workforce capacity: need for fair/competitive wages; excessive supervisory span of control; reliance on key individuals; succession planning needs; limited capacity constraining operations.

He emphasized that incremental operational changes alone would not address these structural issues and that meaningful progress would require deliberate decisions about timing, scope, and significant investment.

In closing, Daniels stated that the study was designed to inform decision-making over time, remains a valuable guide, has driven real operational change, but is not finished. The Mayor's office reviewed the internal tracker since taking office to ensure shared understanding of implemented items and remaining opportunities. The presentation provided the first consolidated update to Council, highlighting progress and framing future conversations.

Mr. Buccolo requested future details on Board of Education-related recommendations and potential collaboration/efficiency opportunities between the City and Board of Education.

Mr. Frayer followed up on consolidation of City and Board of Education operations (IT, communications, HR, etc.) and noted that an Efficiency Study from several years ago may now be stale given recent technology advances.

Mr. Bailey asked whether fiscal benefits of implemented improvements could be quantified to demonstrate value to taxpayers and suggested incorporating AI strategies to address rising fiscal pressures.

Ms. Ayers encouraged continued refinement of the document with staff and leadership, plus public-facing communication (website/newsletter) showing accomplishments and focus areas.

Ms. Young suggested linking future agenda items to relevant Efficiency Study (and POCD) references in backup materials or agendas to increase transparency and public understanding of how dollars are being used.

Mayor Smyth thanked Chief of Staff Daniels for the extensive work and presentation. No formal motion or vote was taken on this informational item.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

None.

B. CONSENT CALENDAR

Council President Goldstein read the Consent Calendar items as follows:

A, Public Safety and General Government.

1. Authorize the Mayor, Barbara C. Smyth, to execute any and all agreements, documents, applications, amendments as may be necessary with the Connecticut Department of Energy Services, Public Protection, Division of Emergency Management and Homeland Security for participation in the Emergency Management Grant Program and Regional Homeland Security planning and funding activities.

4. a. Authorize Mayor Barbara Smyth to execute an extension Agreement with Fleet Auto Supply, under RFP project number 4123 for the upfit of police vehicles until February 28, 2027, in the amount not to exceed \$290,000.00 per year.
b. Authorize the City of Norwalk Purchasing Agent to execute the purchase orders on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of police vehicles based on unit pricing and the availability of funds not to exceed \$290,000.00.

B, Land Use and Building Management.

1. Authorize the Mayor, Barbara C. Smyth, to execute a Land Use Restriction Agreement and Negative Pledge Agreement in favor of the State of Connecticut Department of Economic and Community Development in connection with 7 Academy Street, site of Carver Center, Norwalk, Connecticut.

2a. Authorize the Mayor, Barbara C. Smyth, to execute an agreement with ETT Environmental Services Inc. for the Police Headquarters Fuel Island Pump Replacement Project for a total not to exceed \$128,000, account numbers noted.
b. Authorize a contingency allowance for a total not to exceed \$12,800, account number noted.

4. Authorize to increase design contingency with Tecton Architects' design services contract for South Norwalk School for an additional amount of \$56,147.72 for additional design services. Account number noted.

5. Technical correction of City Council action on November 17, 2025, Item VI, D, 6a & 6b for Calf Pasture Beach Project by correcting the typo in the account number to properly reflect the actual account. New action to read as follows: 'Authorize the Mayor, Barbara C. Smyth, to execute an Agreement with O’Riordan Migani Architects LLC for architectural services for the Calf Pasture Beach Camp renovation project for a total not to exceed \$119,480. Account #09266030 5777 C0365. Authorize a contingency allowance for a total not to exceed \$11,948. Account #09266030 5777 C0365.

C, Public Works.

1. Authorize the Mayor, Barbara C. Smyth to enter into a Subordination Agreement and such other instruments incidental thereto with the Housing Authority (“NHA”) for the city of Norwalk with respect to the City’s easements at 20 Day Street in connection with NHA’s ELUR Application to DEEP.
2. Approve the Honorary Naming of Lincoln Avenue Extension to Master Chief Alexander Restrepo Way.
3. a. Authorize the Mayor, Barbara C. Smyth, to execute the 4th Amendment to the December 12, 2023 agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$1,124,616.15, account numbers noted.
b. Authorize the Chief of Operations and Public Works to execute orders on the contract with M. Rondano, Inc. for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$112,461.62. Account numbers noted.

D, Economic and Community Development.

1. Authorize the Mayor, Barbara C. Smyth, to execute an Agreement with Berry, Dunn McNeil & Parker, LLC, for Project #4435 – Community Development Software & Services, for an amount not to exceed \$204,000.00 for implementation oversight services for a new online permitting and licensing system. Account noted.
2. Authorize the Mayor, Barbara C. Smyth, to execute an Agreement between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for an amount not to exceed \$849,497.00. Accounts noted.
3. Authorize the Director of Transportation, Mobility, and Parking to execute orders on the contract between the City of Norwalk and A. Vitti Excavators, LLC for Project TMP 2025-6 South Main Street Rail Spur and Berm Removal, for a sum not to exceed \$84,949.70. Accounts noted.
4. Authorize the Mayor, Barbara C. Smyth, to execute any and all documents, to ratify the amendment to the Citywide Plan (Plan of Conservation and Development) to incorporate by reference the Arts and Cultural Plan within Chapter 6, Preserving & Promoting Our Historic Heritage, Arts & Culture, including the directive to evaluate, modify as necessary, and implement the plan’s recommendations during the 2025–2029 planning period.

****COUNCIL PRESIDENT GOLDSTEIN MOVED FOR APPROVAL OF THE
CONSENT CALENDAR AS READ.**

****THE MOTION PASSED UNANIMOUSLY.**

VII. CITY COUNCIL COMMITTEES

B. LAND USE AND BUILDING MANAGEMENT

3. Naming of South Norwalk Elementary School as Dr. Ruby Shaw Elementary School

Mr. Hosten moved the item, noting the school's fulfillment of long-standing community needs and Dr. Shaw's educational legacy in South Norwalk.

Ms. Young detailed Dr. Shaw's career, magnet school establishment, I Have a Dream program, and numerous board roles.

Ms. Ayers emphasized overdue recognition for the South Norwalk community.

Mr. Goldstein highlighted the symbolic importance for future generations.

Mr. Sead connected the naming to South Norwalk's history and changing community.

Mayor Smyth shared personal family connections and acknowledged Ms. Young's initiative.

Ms. Patrice Hunt (aunt) and Ms. Courtney Hunt (niece) expressed family gratitude and pride.

****MR. HOSTEN MOVED TO APPROVE THE NAMING OF THE SOUTH NORWALK ELEMENTARY SCHOOL AS DR. RUBY SHAW ELEMENTARY SCHOOL.**

****THE MOTION PASSED UNANIMOUSLY.**

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

2. a. Authorize Mayor, Barbara Smyth, to execute a third amendment to the Memorandum of Agreement by and between Recovery Network of Programs, Inc. and City of Norwalk commencing on July 1, 2025 and ending June 30, 2026 in the amount of \$300,528.00 to be paid from account #013026-5258.

b. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to the Recovery Network Program utilizing NPD account #013026-5258 based on the availability of funds not to exceed \$300,528.00.

Chief Walsh described the Behavioral Health Unit partnership with Recovery Network, noting 529 cases handled in 2025 and its success in diverting calls from patrol to clinicians.

****MS. EADDY MOVED APPROVAL OF ITEMS 2A AND 2B.
THE MOTION PASSED UNANIMOUSLY.

b. Cordico mobile application software – Lexipol

3. a. Authorize the Norwalk Police Department to utilize a Noncompetitive Procurement Justification Form with Lexipol for payment of Cordico mobile application software. This payment is for a one-year agreement for services commencing February 1, 2026 and ending January 31, 2027.

b. Authorize the City of Norwalk Purchasing Agent, to execute purchase orders on behalf of the Norwalk Police Department to Lexipol LLC. utilizing NPD account #09213610-5777-C0638 based on the availability of funds not to exceed \$21,600.00.

Chief Walsh explained the Cordico wellness platform's anonymous support for officers, dispatchers, retirees, and families, reporting 46% usage, 23 Copeline calls, and broad engagement since implementation.

****MS. EADDY MOVED APPROVAL OF ITEMS 3A AND 3B.
THE MOTION PASSED UNANIMOUSLY.

D. ECONOMIC AND COMMUNITY DEVELOPMENT

4. Authorize the Mayor, Barbara C. Smyth, to execute any and all documents, to adopt the City of Norwalk Arts and Cultural Plan (2025, as amended) as the official guiding document for advancing arts and culture initiatives in the City, consistent with the City's designation as a State-recognized Arts and Cultural District.

Sabrina Godeski summarized the year-and-a-half process, public survey results, focus on diversified funding (including BID potential), and the actionable implementation table. She noted the approval sequence requires final P&Z action.

****MR. GOLDSTEIN MOVED TO APPROVE ITEM D.3.
THE MOTION PASSED UNANIMOUSLY.

XI. ADJOURNMENT

****MS. YOUNG MOVED TO ADJOURN THE MEETING.
THE MOTION PASSED UNANIMOUSLY.

**CITY COUNCIL
NORWALK,
CONNECTICUT**

**REGULAR MEETING
7:30 PM**

**FEBRUARY 10, 2026
VIA ZOOM & CITY
COUNCIL CHAMBERS**

The meeting adjourned at approximately 9:30 p.m.

Respectfully submitted,
Courtney Baldwin
Recording Secretary

Meggan Douglas
14 McKinley Street
Rowayton, Connecticut 06853
203-803-9634
meggandouglas@gmail.com

U

EMPLOYMENT

2000-present *Full Time Realtor in the Greater Norwalk Area*

- Individual Top Producing Agent from approximately 2002-2015
- Team Leader from approximately 2015-present
- Co-Partner & manager of 3 junior real estate agents

OTHER PRIOR EXPERIENCE

2013-2021 *Volunteer, City of Norwalk Board of Assessment Appeals*

Ashley Petrides

63 Strawberry Hill Ave, Norwalk CT 06855

Ashley.Petrides@Raveis.com

203-858-1636

SKILLS

Team Leadership, inventory and report generation, client/vendor relations, market analysis, strong verbal communication, management of multiple different clients, budgeting and finance.

EXPERIENCE

Sales Agent. William Raveis Real Estate 2014-Current

Norwalk, CT Office

- Working with buyer clients helping facilitate the purchase of a new home
- Working with Seller clients to market and strategize selling their homes
- Teaching/coaching new agents within the Norwalk office
- Commercial deals in helping clients obtain space for their commercial businesses
- Annual sales of between \$6M & \$8M annually in closed transactions

Bar Manager. The Spread Restaurant Group 2017-2020

Greenwich, CT/Norwalk, CT

- Ensured proper staffing, beverage ordering, day to day operations alongside owner
- Managed a bar staff of 10

Bar Manager. Bar Sugo 2012-2014

Norwalk, CT

- Managed a bar of a staff of 7
- Ensured proper staffing, beverage ordering, day to day operations alongside owner

Sales Representative. Northeast Beverage Corporation 2009-2012

Orange, CT

- Tasked with preparing orders from On and Off Premise accounts.
- Opening New accounts
- Handling Account Receivable funds from accounts

EDUCATION AND TRAINING

Certified Homeownership Professional (CHP)- 2017

Completed Real Estate course Practices and Law- 2014

Harriet Petrides
REALTOR SALES ASSOCIATE
(203) 856-0489
hpetrides@aol.com
Norwalk, CT 06851

REALTOR SALES ASSOCIATE
WILLIAM RAVEIS REAL ESTATE
JANUARY 2012-PRESENT
Norwalk, CT
January 2012 - Present

Performed comparative market analysis to estimate property value.

Resolved issues and conflicts during purchase or sale of real estate property.

Trained real estate agents by advising and coaching on contracts and general sales processes.

Guided and assisted buyers or sellers throughout entire transaction process.

Compared property with similar properties that had recently sold to determine its competitive market price.

William Pitt Sotheby's Real Estate May 1993-January 2012

I.

Experience

Deloitte LLP

Conflict Check Center of Excellence – Managing Director – May 2022-present

- Created and launched a new team to assist client-service teams in meeting onerous compliance requirements
- Marketed and piloted among select offices/practices
- Identified areas for improvement based on pilot and executed plans to increase productivity and quality

PEI Independence Center of Excellence – Sr. Manager – March 2021-May 2022

- Maintains compliance with independence rules for our largest private equity investors

Conflicts – Sr. Manager – June 2019 – March 2021

- Audit subject-matter expert
- Liaison to Enterprise Portfolio Management and PEI Center of Excellence teams
- Coordinated with independence teams to develop policies and procedures related to SEC Modernization
- Coached and mentored new and experienced hires

Conflicts – Manager – June 2016 – May 2019

- Coordinated team-wide training programs
- Created and managed specialized team related to audit client shareholder independence requirements

Conflicts –Sr. Analyst –June 2014-May 2016

- Reviewed analyst work to ensure compliance with policies and assess risk
- Developed and led continuing education trainings for staff to introduce and reinforce best practices
- Compiled and updated department manual

Conflicts – Analyst – Sept. 2012 – May 2014

- Processed conflict checks
- Designed and implemented New-Hire Training program

Sports & Arts in Schools Foundation – March 2006-September 2012

Director of Data Management

- Managed data collection, entry, and reporting for organization with 132 locations and over 20,000 students per year across New York City
- Supervised 4 full-time and 7 part-time direct reports
- Maintained compliance with federal, state, and municipal regulations

Education

Columbia University

- Bachelor of Arts, 2003
- Political Science

Alpha Epsilon Pi Fraternity, Iota Chapter

- Secretary

Pizmon a capella group

Community Involvement

Temple Shalom of Norwalk

- Board of Trustees

City of Norwalk Fair Rent Commission

- Commissioner, Chair

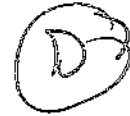
Norwalk Housing Authority

- Board of Commissioners

Skills

Leadership Roles	Knowledge	Solutions
<ul style="list-style-type: none"> ▪ 10% Shareholder team ▪ Trainings (Internal and Industry) ▪ M&A process team 	<ul style="list-style-type: none"> ▪ Primary resource on Conflicts for audit teams and Independence colleagues ▪ Subject-matter expert in high visibility matters 	<ul style="list-style-type: none"> ▪ Developed processes for: <ul style="list-style-type: none"> ○ New SEC Rules ○ Business Strategy ○ Conflicts Resolution ○ Increased Efficiency

5 Observatory Place
Norwalk, CT 06854



Dora Witherspoon

203-246-6864 / withersd@sbcglobal.net | <https://goo.gl/x2Zorw>

SENIOR LEVEL IT / SERVICE LEADER

Experienced technology professional with 20 years extensive background in Quality Assurance / Data Analysis and test engineering roles including supervisory responsibility. Maintained a consistent record of excellence in supporting large-scale complex applications development projects through the efficient management of testing processes. Areas of Expertise include:

- Passion for Excellence
- 20+ Years IT experience
- Team Player
- Data Analyst
- Leadership Expert
- Customer Service
- Innovative
- Quality Analyst
- Attention to Detail

PROFESSIONAL EXPERIENCE

NBC Universal, Stamford, CT

October 19, 2015

Sr. Test Engineer for the 2016 Rio Olympics

- Sr. Test Engineer for the 2016 Rio Olympics
- Generated Functional Specs for test team
- Tested NBC Sports App to be released out into the World.
- Tested on many Android and iOS Phones and Tablets

Flexi International, Shelton, CT

March 2015 – April 2015

Automation Tester (Contract)

- Applied HP UFT Automated Test Scripts on existing applications.
- Entered defects into ONYX Bug Tracking Tool Fixes.
- Updated automated test scripts to run on updated version application.
- Used Cloud to test McKesson application on Windows 7.

Pitney Bowes, Danbury, CT

January 2014 – August 2014

QA Engineer (Contract)

- Developed and Designed test plans and test cases to exercise the target application's functions.
- Find ways to test the application outside normal process flow. Maintained test cases and related documentation in Excel, write defects in JIRA (defect management tool), track defect status, regress fixed defects, and close defects that have been fixed.
- Generated test data using Pitney Bowes mailing machines.
- Verified rate tokens used in carrier, class, fee files using mailing machines & Business Manager reports.
- Tested on an Accent Products. Each product required testing on a number of platforms, which include Oracle, SQL, Windows, and UNIX.
- Sprint planning, Sprint Review and Daily Stand up for the Agile (Scrum).
- Expertise in conducting and participating different types of testing - Integration, System, Functional, GUI, Regression, Sanity, Smoke and User Acceptance Testing (UAT).
- Performed Cloud testing daily on Windows 10 release.
- Successfully completed 5 day SQL training provided by company.

Gartner, Inc., Stamford, CT
Senior Test Engineer

February 2000 – February 2013

Quality Assurance Manager, January 2005 – May 2007

Sr. Test Engineer, June 2003 – January 2005

Quality Assurance Tester, February 2000 – June 2003

- Contributed to the development of an Oracle CRM /Siebel application that included Inquiry, call center, sales, and client engagement day modules.
- Participated in daily meetings with business analysts and developers to define requirements tailored to each type of user, i.e., sales staff, clients and senior managers.
- Designed and executed test scripts to simulate the experience of each user;
- Used DevTrack to Document bugs.
- Prepared reports that contained recommendations for prioritizing debugging activities to reflect the severity of the problem and its potential impact on the user's experience.
- Re-tested the software following developers' remediation efforts.
- Conducted integration testing of the CRM Sales module and other applications.
- Tested a Lotus Notes application for creating, reviewing and searching research documents on Gartner.com. Served as the Lead QA Tester on the application for managing sales opportunities, which entailed working with a contractor.
- Performed continuous upgrades to the Applications being tested during a 6 week period.
- Ran ongoing updates to Test Cases and Test Scripts.
- Led weekly meetings with PM, BA's and other Quality Assurance Team Members.
- Performed Oracle EBS Testing with various applications & Android Mobile testing, Calendar updating.
- Verified clients could view analysts calendar from android device, IOS etc.
- Acted as a liaison between onsite and offshore teams in Bangalore, India to Gartner.com
- Supervised the team remotely in creating test scripts, procedures and protocols to ensure the integrity of various Gartner.com Modules such as: registration, profile, events.
- Worked with testing Agenda Builder and Gartner Administration calendar management tools.
- Delegated work among the QA Analysts and other key participants ensuring project completion.
- Tested the Sarbanes-Oxley compliance application on Salesforce.com for 2 months.
- Oversaw software quality from product requirements through the release.
- Used SQL pull Data from Tables needed for testing.
- Tester responsible for sorting using Excel Spreadsheet for open test issues.
- SAP Testing with CRM
 - Gartner Portal Testing
 - CRM (Inquiry, Analyst Calendar and Onboarding)
- Developed protocols for verifying the integrity of several Gartner.com modules, including a proprietary application for publishing documents for internal and customer access.
- Earned recognition award for superior performance by receiving the Winner's Circle Award.
- Created a training document that guided test engineers in procedures for system, release night and gold testing, as well as for using the Quality Center and DevTrack tools.

EDUCATION

- Associate Science in Data Processing, Norwalk Community College, Norwalk, CT May 1987

TECHNICAL SKILLS

- Outlook, Excel, Word, PowerPoint, Oracle CRM /Siebel, AS400, SAP, Access, DevTrack, Quality Center, QTP, Oracle SQL, JIRA, ONYX, HP UFT, UNIX, LoadRunner, Android Mobile testing, MS .NET 4.5 Visual Studio 2012, Cloud computing

Jackeline Irias

Dedicated and enthusiastic business professional with exceptional client relationship skills. Eager to contribute to the team's success through hard work, attention to detail & excellent organizational skills.



Contact

Address

Norwalk, CT, 06851

Phone

(203) 644-5151

E-mail

jackeline.iriass@gmail.com



Education

2012 – BBA: Double Major Marketing and International Business

Florida International University - Miami,

FL



Work History

2021-05 -
Current

Real Estate Agent

Berkshire Hathaway, Darien, CT

- Liaise between clients; manage contracts, negotiations, and all aspects of real estate sales to finalize purchases and exceed customer expectations.
- Develop and implement strategic marketing plans to increase property exposure through open houses, online and print advertising.
- Conduct comprehensive market analysis to identify opportunities for investors.
- Maintain connections with clients to encourage repeat business and referrals.

2016-03 –
2020-11

Marketing Coordinator

St. Ladislaus RC Parish, Norwalk, CT

- Planned and executed numerous internal and external marketing events. Coordinated schedules, resources, and parish spaces.
- Boosted brand awareness with target customer demographics via social, print, and email campaigns.
- Performed wide-ranging administrative and service-related functions.
- Member of Parish Council; Oversaw VIRTUS database; adhering to regulations for safety of parish community.

2015-02 –
2018-03

Compliance Coordinator

American Institute Of Foreign Studies, Stamford, CT

- Vetted hundreds of families across 32 states, while in compliance with DOS regulations and practices.
- Communicated with local and overseas partners; including Brazil, Chile, and Germany. High email and call volume while providing customer support.
- Compiled internal information for the Student Exchange program in alignment with deadlines.
- Identified potential areas of compliance vulnerability and risk to develop and implement corrective action plans.

CITY OF NORWALK

LAW DEPARTMENT



February 18, 2026

The Hon. Mayor Barbara Smyth and
Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut 06851

Re: Charter Amendment to Modify Budget Date As Permitted by C.G.S. § 7-191b

Dear Ladies and Gentlemen:

Connecticut General Statute § 7-191b provides in relevant part that “a municipality, upon a two-thirds vote of its legislative body, may amend its charter for the sole purposes of modifying its budget adoption dates. Such budget adoption dates may include, but need not be limited to, applicable dates relating to an executive presentation of a proposed budget, public hearings, fiscal authority action, publications referenda or final budget adoption.” (Emphasis added).

As permitted by C.G.S. § 7-191b, I am writing to propose two minor amendments to the City of Norwalk Charter concerning budget dates. First, I propose to amend Charter § 10-5 as follows per the highlighted text:

§ 10-5. Review by the City Council.

A. Maximum Limit on Total Appropriations. The City Council must, at a meeting thereof to be held on or before February ~~28th of 2027~~ and on or before February 28th thereafter, adopt by a Resolution approved by an affirmative vote of a majority of the entire membership of the Council, a maximum limit on total appropriations for the City as an amendment to the Mayor’s Proposed Operating Budget for the ensuing fiscal year and cause the same to be communicated to the Board of Estimate and Taxation, as follows:

- (1) Proposed Operating Budget for all Budgeted Entities with the exception of the Norwalk Public Schools; and,
- (2) Proposed Operating Budget for the Norwalk Public Schools.

The above proposed amendment merely provides that the effective date for the bifurcated budget cap (as set forth in § 10-5A(1)(2)) will first take effect next year for the 2027-2028 fiscal year

budget process. My understanding is that during a meeting(s) concerning the most recent Charter Revision Commission’s work it was stated that the bifurcated budget cap would not take effect until “next year”. Numerous City and Board of Education officials then understood that the bifurcated budget cap would not take place until next year’s (2027-2028 FY) budget process. The language that was approved for Charter § 10-5A did, in fact, provide that it took effect during the “next year” (i.e., calendar year 2026), but not during the next year’s (2027-2028 FY) budget process. Based on this reasonable misunderstanding as to the initial effective date for the bifurcated budget cap, the City and Board of Education Finance Departments have conducted their work this year for the current 2026-2027 budget process based on the assumption that there would still be a single budget cap this year and that the bifurcated budget cap process would not take place until next year’s 2027-2028 FY budget process. The above proposed Charter Amendment will resolve this problem.

In order to be consistent with the proposed Charter § 10-5 as amended, the corresponding Charter § 11-5 concerning “effective dates” should also be amended as follows:

§11-5. Effective Date.

The provisions of this Charter and amendments thereto, as to the administration of the City, shall become effective upon adoption by a majority of the Electors following the election of November 4, 2025; unless and as amended pursuant to C.G.S. § 7-191b pertaining to the modification of budget adoption dates; or, as otherwise set forth in the Charter.

Based on the above proposed amendment to Charter § 10-5, the process set forth in Charter § 10-6 does not take effect until next year’s 2027-2028 budget process.

I recommend that the Council make a *motion to amend Charter § 10-5A from stating that it takes effect “on or before February 28th each year” to instead state that it takes effect “on or before February 28, 2027 and on or before February 28th each year thereafter” and to also amend Charter § 11-5 to add language “and as amended pursuant to C.G.S. § 7-191b pertaining to the modification of budget adoption dates”.*

Please do not hesitate to contact me if I can answer any questions or provide you with any further analysis regarding the above proposed minor amendments to the Charter’s budget adoption dates. Thank you for your time and consideration.

Very truly yours,

Mario F. Coppola
Corporation Counsel



CITY OF NORWALK
Tax Collector's Office
Department of Finance
125 East Avenue Room 105
Norwalk, CT 06851
Phone: 203- 854-7731 (main line)
Fax: 203-854-7770

To: Mayor Barbara Smyth; Board of Estimate and Taxation; Finance and Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: February 9, 2026
Re: Tax Collector's Narrative for **January 2026** End of Month report

As of the end of January 2026, having completed seven months of the fiscal year, we collected more than \$360 million against our (now) \$392+ million adjusted levy. As of the end of January 2026, our current collection rate for all tax types was **91.87%**. We also collected **91.83%** of our \$20 million adjusted sewer use levy, more than \$18 million, and 78.01% of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended January slightly ahead of last year for collection of taxes (.61%), but down slightly for both sewer use (-1.86%) and for the IPP fee (-5.02%).

Through the month of January 2026, we also collected an additional \$4.4 million in past due taxes, interest and fees. This amount is (net) \$1.3 million less than what had been collected in back taxes during the seven months of the immediately prior fiscal year. Our office is scheduled to hold a large tax sale on Monday, July 13, 2026 that will focus primarily on past due taxes. We should see back tax collections begin to climb as we make process toward the sale later this spring.

Since June 2024, the tax collector's office has been responsible for billing and for collecting a monthly municipal tax on gross receipts from cannabis sales within Norwalk. The tax rate is 3% of gross sales, and the tax is paid by all cannabis retailers, hybrid retailers and micro cultivators. From April 2024 through the end of the month of January 2026, we have collected \$534,034.03 in municipal cannabis tax. We include cannabis tax receipts in a one-line notation at the bottom of our monthly reports.

Our delinquent tax collector has been working with the Department of Health to identify establishments with past due taxes that need to be brought current to renew a health permit. Food establishment health permits, which encompass restaurants, bakeries, groceries, mini-markets and so on, renew January 1 in Norwalk. There were dozens of establishments that owe past due taxes that should not be able to renew without paying their prior years' back taxes. She also continues filing Uniform Commercial Code (UCC-1) liens with the office of the Secretary of the State of Connecticut to secure payment of past due business personal property taxes. We are also concluding an effort with our Comptroller's office in which we implemented a mandatory wage garnishment for city and Board of Education employees who owed past due taxes to Norwalk.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of January 2026, in conjunction with their efforts, we have collected \$1,562,090 in past due motor vehicle taxes and interest *due directly to the City*. This agency's fees are charged *in addition to* the taxes and interest due to the City and are paid by the taxpayers who owe the past due bills. We collect what is due to us in full, and do not sacrifice any of what is due to the City. We began working with this company in December 2022, and December 2025 marked three full years working with this agency.

In mid-August of 2025, our office issued the first set of tax bills for new motor vehicle accounts added by the Assessor's office in conjunction with Municipal Tax Services (MTS), the vendor contracted by the city to identify unregistered or out of state motor vehicles garaged in Norwalk. The first set of 528 bills had a pay-by date of September 12, 2025. To date, we have added a total receivable (net) of \$143,440.77, and through the end of January 2026 have collected \$125,519.69. In accordance with the agreement between MTS and the City, Norwalk retained \$68,883.68 in taxes and interest, and we paid MTS \$56,636.01, which includes a flat fee of \$50 per vehicle, as well as a portion (approximately 38%) of the newly billed / receivable tax and interest amount. We expect to issue another billing soon based on their subsequent activity.

We concluded our second installment collection period on February 2, 2026, with no major issues. We are still processing payments that came through the mail and that were made in person at local banks, and anticipate concluding this week. We will then begin the process of sending out delinquent and intent-to-lien notices, beginning with real estate accounts. We anticipate filing lien continuing certificates on unpaid real estate tax accounts in mid-March 2026.

We are still in the process of changing our online and IVR (pay by phone) payment provider in accordance with the contract that was approved by the City Council in the fall of 2025. The new vendor will provide a less expensive option for taxpayers who choose this payment method. We also envision potential efficiencies in absorbing the processing fee for the E Check. The law department is still reviewing the proposed contract between the city and the new vendor. Subsequently, the transition will also be dependent upon our staff and IT department being able to install new equipment and receive training on how to use the new system. I will continue to update city officials on this initiative.

We began work on our 2026 tax sale at the end of December 2025. We anticipate starting with 200+ properties in this sale and hope to collect between \$5-\$7 million. All tax sale work is done by the tax collector's office staff, except for title searches. Performing this work in-house saves our taxpayers from the expense of the considerable legal fees charged by attorneys or state marshals who conduct tax sales on behalf of other municipalities. At the end of December, we sent out an initial letter to more than 120 properties that are scheduled for inclusion in the 2026 sale due to the number of years in arrears, or the dollar amount owed. We have already successfully collected more than \$1 million since that mailing. I will provide updates on the sale in the coming months. We anticipate the official list to be posted by the last week of April or the first week of May, 2026.

We will appreciate the continued support of policy makers, including members of the City Council and the Administration as we pursue our enforcement initiatives such as the tax sale. Maintaining a high tax collection rate through consistent enforcement allows for a fairer distribution of the tax burden. Maintaining a high current and back tax collection rate allows the budget making authority to set lower mill rates, as there can be less of an allowance for "uncollectible" taxes - taxes not timely paid when billed. Conversely, a lower collection rate, and less efficient tax collection, would require higher mill rates, and a correspondingly higher tax levy to be borne by all taxpayers. This principle inspires all our billing and tax collection enforcement activities and increases in relevance as the FYE 2027 budget cycle progresses.

JANUARY 2026

FISCAL YEAR 2025-2026 (2024 GRAND LIST)	ADJ. TAX COLLECTIONS			CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 25 - JAN 26	COLLECTION %			
AUTOMOBILE-REGULAR	\$19,621,713.02	\$17,383,007.59	88.59%	\$19,462,070.90	(\$159,642.12)	89.32%
AUTOMOBILE-SUPPLEMENTAL	\$3,115,978.84	\$1,777,220.48	57.04%	\$3,102,072.83	(\$13,906.01)	57.29%
PERSONAL PROPERTY	\$28,666,103.44	\$26,220,646.67	91.47%	\$28,494,802.26	(\$171,301.18)	92.02%
REAL ESTATE	\$340,880,548.34	\$314,836,135.58	92.36%	\$341,035,142.00	\$154,593.66	92.32%
TOTAL TAX	\$392,284,343.64	\$360,217,010.32	91.83%	\$392,094,087.99	(\$190,255.65)	91.87%
SEWER USE	\$19,835,102.00	\$18,382,139.29	92.67%	\$20,018,308.01	\$183,206.01	91.83%
IPP FEE	\$181,250.00	\$142,750.42	78.76%	\$182,999.66	\$1,749.66	78.01%

FISCAL YEAR 2024-2025 (2023 GRAND LIST)	ADJ. TAX COLLECTIONS			CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 24 - JAN 25	COLLECTION %			
AUTOMOBILE-REGULAR	\$30,485,520.62	\$26,580,538.13	87.19%	\$30,054,523.46	(\$430,997.16)	88.44%
AUTOMOBILE-SUPPLEMENTAL	\$4,617,948.35	\$2,733,736.84	59.20%	\$4,593,797.82	(\$24,150.53)	59.51%
PERSONAL PROPERTY	\$24,660,647.62	\$16,672,939.87	67.61%	\$24,553,354.24	(\$107,293.38)	67.90%
REAL ESTATE	\$314,512,159.95	\$293,427,174.22	93.30%	\$312,737,145.31	(\$1,775,014.64)	93.83%
TOTAL TAX	\$374,276,276.54	\$339,414,389.06	90.69%	\$371,938,820.83	(\$2,337,455.71)	91.26%
SEWER USE	\$19,044,215.00	\$17,791,596.75	93.42%	\$18,989,567.00	(\$54,648.00)	93.69%
IPP FEE	\$167,750.00	\$163,977.91	97.75%	\$197,499.55	\$29,749.55	83.03%

TAX DIFFERENCE 2024 G.L. vs. 2023 G.L. INCREASE/(DECREASE)	\$18,008,067.10	\$20,802,621.26	1.14%	\$20,155,267.16	\$2,147,200.06	0.61%
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SEWER DIFFERENCE 2024 G.L. vs. 2023 G.L. INCREASE/(DECREASE)	\$790,887.00	\$590,542.54	-0.75%	\$1,028,741.01	\$237,854.01	-1.86%
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IPP DIFFERENCE 2024 G.L. vs. 2023 G.L. INCREASE/(DECREASE)	\$13,500.00	(\$21,227.49)	-18.99%	(\$14,499.89)	(\$27,999.89)	-5.02%
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BACK TAXES COLLECTED	FISCAL YR 2025-2026	FISCAL YR 2024-2025	CUR YR vs. PRIOR YR
	(JUL 25 - JAN 26)	(JUL 24 - JAN 25)	INC/(DEC)
PRIOR TAXES	\$2,764,888.89	\$3,432,517.03	(\$667,628.14)
PRIOR SEWER USE FEE	\$119,457.87	\$174,566.64	(\$55,108.77)
PRIOR IPP FEE	\$5,029.18	\$7,456.27	(\$2,427.09)
TOTAL PRIOR TAX, SEWER & IPP	\$2,889,375.94	\$3,614,539.94	(\$725,164.00)
CURRENT INTEREST	\$424,793.07	\$533,931.25	(\$109,138.18)
PRIOR INTEREST	\$775,196.30	\$927,832.82	(\$152,636.52)
SEWER USE FEE INTEREST	\$51,915.11	\$74,920.09	(\$23,004.98)
IPP FEE INTEREST	\$3,272.26	\$5,368.30	(\$2,096.04)
TOTAL INTEREST COLLECTED	\$1,255,176.74	\$1,542,052.46	(\$286,875.72)
PRIOR LIEN FEE	\$8,576.35	\$13,209.43	(\$4,633.08)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$8,576.35	\$13,209.43	(\$4,633.08)
MISC FEES COLLECTED**	\$289,849.11	\$430,530.98	(\$140,681.87)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$4,442,978.14	\$5,600,332.81	(\$1,157,354.67)
TOTAL TAX BILLED/PAID ON GROSS RECEIPTS FROM CANNABIS SINCE 05/24			\$ 534,034.03

AGENDA

CLAIMS COMMITTEE MEETING

FEB 12TH

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO: BILL No & AMOUNT REFUNDED REASON

MOTOR VEHICLE

ACAR LEASING LTD	24-MV-300506 \$27.90	PRORATION
CAB EAST LLC	24-MV-308607 \$191.38	PRORATION
COHEN MATTHEW	23-MV-313505 \$785.42	OVERPAYMENT
CONCHA ANGEL	24-MV-313443 \$139.70	PRORATION
ENTERPRISE FM TRUST	24-MV-320741 \$290.77	PRORATION
EZZO-NATHAN CATHERINE L	24-MV-321408 \$58.45	PRORATION
GARCIA-PEREZ ENEYDA O	24-MV-325183 \$78.50	PRORATION
GOMEZ IVAN D	24-MV-403892 \$267.74	OVERPAYMENT
HENRIQUEZ BETTY N	24-MV-329886 \$236.72	ABATEMENT
HERNANDEZ SERGIO	23-MV-330917 \$149.96	PRORATION
HONDA LEASE TRUST	24-MV-331317 \$273.64	PRORATION
HONDA LEASE TRUST	24-MV-331467 \$94.07	PRORATION
LAVECCHIA VINCENZO	24-MV-338786 \$341.81	PRORATION
LOPEZ HUGO A	24-MV-340448 \$90.99	PRORATION
MEZA ROSA E	24-MV-345571 \$38.06	PRORATION
NISSAN MOTOR ACCEPTANCE	23-MV-350140 \$351.80	ABATEMENT
	23-MV-350586 \$477.81	PRORATION
NISSAN MOTOR ACCEPTANCE	22/23-MV-SEE ATTACHED \$1,392.28	PRTN/ABTMNT
RILLING HARRY W	23-MV-358432 \$194.76	VETS EXEMPTION
TESLA LEASE TRUST	24-MV-366886 \$71.70	PRORATION
VILLANUEVA JOSE A	24-MV-SEE ATTACHED \$765.60	ABATEMENT
VILLANUEVA JOSE A	22-24-MV-SEE ATTACHED \$1,247.37	MTS ABATEMENT

REAL ESTATE

CORELOGIC TAX SERVICE

50 FAIRVIEW AVE

1-18-13-50/1C

24-RE-126245 \$1,964.66

PAID IN ERROR

MTS SAYS VEHICLE SHOULD BE TAXED BY STAMFORD, DMV SAYS VEHICLE IS REGISTERED IN NORWALK



CITY OF NORWALK
Lamond Daniels, LCSW, MPA
Chief of Community Services
125 East Avenue, Room #202
Norwalk, CT 06856
Office: (203) 854-7718
Mobile: (475) 459-8532
NorwalkCT.gov/1898/Community-Services
ldaniels@norwalkct.gov

To: Financing & Claims Committee, City Council

From: Lamond Daniels

Date: February 6, 2025

Subject: Request to Authorize Drawdown of Opioid Settlement Funds

Background

The Opioid Settlement Funds Implementation Plan was approved by the Mayor's Office on September 2, 2025. This memo requests authorization to draw down funds in accordance with the already approved plan. The requested funds are opioid settlement proceeds from the national litigation settlement and do not involve taxpayer dollars.

Requested Drawdowns

1) Recovery Support Specialist (RSS)

- Program Location: Norwalk Police Department Behavioral Health Unit
- Purpose: Provides real-time support, referrals, and follow-up for individuals impacted by opioid use and overdose
- Amount Requested: \$70,000
- Administered By: Norwalk Police Department

2) Community Partnerships – Local Recovery Expansion Grants

- Program Description: Non-competitive RFP to support Norwalk-based organizations providing prevention, treatment, and recovery services
- Amount Requested: \$70,000 (seven grants at \$10,000 each)
- Administered By: Community Services Department

Total Drawdown Requested: \$140,000



Norwalk's Strategic Use of Opioid Settlement Funds (Phase 1)

March 2025
[Updated July 2025]



The Honorable Harry W. Rilling, Mayor
City of Norwalk

Note: This report is shared for informational purposes and offers a brief overview of how Norwalk is strategically using opioid settlement funds to benefit the community.



Strengthening Norwalk's Response to the Opioid Crisis

The opioid crisis continues to have a profound impact on Norwalk, touching individuals, families, and neighborhoods across our city. In response, the City of Norwalk is taking bold, coordinated steps to address this public health emergency with focus, compassion, and accountability.

Through a partnership between the **Norwalk Police Department** and the **Norwalk Community Services Department**, we are launching **Phase 1 of Norwalk's Opioid Settlement Strategy**, a targeted investment plan to ensure every dollar of opioid settlement funding drives real, measurable impact.

Our approach is two-fold:

- 1. Direct City Services**

Funding a Recovery Support Specialist (RSS) within the Norwalk Police Department's Behavioral Health Unit to provide real-time support, referral, and follow-up for individuals experiencing opioid addiction or overdose.

- 2. Community Partnerships**

Launching a RFP process to fund Norwalk-based organizations in prevention, treatment, and recovery programming, amplifying the work of local providers on the front lines.

This strategy reflects our commitment to building a safer, healthier Norwalk where individuals in crisis are met with timely care, and long-term recovery is possible.

We are grateful to our community partners, city departments, and individuals with lived experience who offered guidance, and we look forward to continuing and building on this work together.

Norwalk Opioid Settlement Fund Allocation Strategy

Introduction

As of March 5, 2024, the City of Norwalk has received **\$179,860.34** from the national and state opioid settlement fund, with future annual allocations anticipated but subject to change. These funds must be used in alignment with the applicable settlement agreements, which direct municipalities to invest in **prevention, harm reduction, treatment, and recovery services**. (Source: [Connecticut Opioid Settlement Advisory Committee](#)).

Norwalk has developed a Phase 1 strategy that reflects both the urgency of the crisis and the importance of sustainable, community-driven solutions. The plan balances direct investments in city services with support for local organizations, ensuring coordinated impact across sectors.

This approach reflects Norwalk’s ongoing commitment to using settlement resources effectively, transparently, and in a way that meets the evolving needs of the community.

“We knew from the beginning that addressing this crisis would require more than funding, it would require listening, collaboration, and a strategy from the City of Norwalk,” said Mayor Harry Rilling. “This plan reflects the voices of those on the front lines, who have been most affected by the Opioid crisis, and our shared commitment to support and recovery.”

Background

The opioid crisis has had a devastating impact on Norwalk, with overdose rates doubling since 2019. Norwalk ranks among the top five municipalities in Fairfield County for opioid-related deaths, with 155 lives lost between 2015 and 2024. (Source: [Connecticut Drug Overdose Data Dashboard](#)).

As opioid settlement funds are being allocated to cities and towns across Connecticut, this document outlines **Phase 1 of Norwalk’s strategy** to invest those dollars into high-impact, community-informed solutions. This effort reflects the city’s long-standing commitment to public health, collaboration, and accountability.

Stakeholder Engagement: Norwalk's Process

To guide Phase 1 funding decisions, the City of Norwalk launched a local process grounded in stakeholder input, cross-sector collaboration, and real-time assessment of community needs.

Beginning in October 2024, Norwalk convened a several groups of internal leaders and community partners, including:

- Norwalk Police Department
- Director of Emergency Services
- Chief of Community Services
- Human Services Director
- Health Department Director
- Local behavioral health and substance use providers
- Prevention and recovery specialists
- Community coalition leaders

The process was facilitated by **Margaret Watt, MPH, MA**, Prevention Director at Positive Directions – The Center for Prevention and Counseling, Project Director for TurningPointCT, and Co-Chair of The Norwalk Partnership.

Over the course of several months, the group met both formally and informally to review data, the current landscape and identify funding priorities. These discussions provided a space to share insights on service gaps, recovery barriers, and opportunities to strengthen coordination across city departments and community-based providers.

The group thoughtfully considered key areas such as emergency response, peer recovery supports, workforce needs, and equity in access to treatment. Strategic adjustments were made along the way, such as refining salary levels to remain competitive and ensure sustainability of new positions.

Through this collaborative process, Norwalk has put forth its first funding strategy that is practical and data driven.

FUNDING ALLOCATION STRATEGY

Phase 1 – Funding Allocation

Phase 1 approach is a balanced investment in both supporting external community partners and providing resources to the city to maximize immediate impact while laying the foundation.

1. MUNICIPAL-LED CRISIS RESPONSE (IMMEDIATE IMPACT)

Recovery Support Specialist (RSS) – Norwalk Police Department Behavioral Health Unit (BHU)

Funding supports a **part-time Recovery Support Specialist** embedded within the BHU. This position provides real-time support to individuals experiencing opioid use or overdose, connecting them to treatment, recovery services, and follow-up care.

2. COMMUNITY-FOCUSED GRANTMAKING

Treatment & Recovery Grant Program: An **RFP process** for Norwalk-based providers to expand services such as outpatient treatment, medication-assisted therapy (MAT), and other recovery supports.

Phase 2- Recommended Funding Allocation

Phase 2 emerged from discussions with our community providers, who proposed two specific priorities for funding.

1. **Establish a Community Recovery Coach** to be embedded within the community to provide proactive outreach and ongoing support for individuals outside the 911 and BHU crisis response system, strengthening early intervention and long-term recovery outcomes.
2. **Public Education & Prevention** - Public Awareness & Prevention Campaigns to educate residents on opioid risks, available treatment options, and harm reduction strategies that save lives and reduce stigma.

Looking Ahead

Phase 1 plan is focused on strengthening the recovery support capacity of the Norwalk Police Department and providing direct grant funding to trusted community partners already doing this work every day.

As additional settlement funds become available, the City will expand this strategy guided by community input and data strengthening Norwalk's existing treatment and recovery ecosystem. Our commitment is to **support, enhance, and build** on what is already working.

Evaluation & Accountability

To ensure transparency, effectiveness, and responsible stewardship of settlement funds, the City of Norwalk will:

- ✓ **Track outcomes and impact** of all funded initiatives
- ✓ **Report annually** in compliance with *Public Act 23-92, Section 2*
- ✓ **Adjust funding priorities** based on performance data and evolving community needs

These accountability measures will guide continuous improvement and help ensure that Norwalk's strategy remains responsive, equitable, and results-driven.

Conclusion

Connecticut municipalities, including Norwalk, will receive opioid settlement funds over a **10- to 18-year period**, rather than as a lump sum. This **structured disbursement** ensures sustained funding to combat the opioid crisis through long-term prevention, treatment, and recovery initiatives. (Source: [National Governors Association \(NGA\) – 2023 Opioid Settlement Issue Brief](#))

Norwalk's two-pronged approach is designed to make a targeted, measurable impact in addressing the opioid crisis. By investing in both direct city services and trusted community partnerships, this strategy ensures that opioid settlement funds are used effectively, responsibly, and in alignment with real community needs.

Through collaboration, transparency, and ongoing evaluation, Norwalk remains committed to reducing the harms of opioid misuse and supporting individuals and families on the path to recovery.

As funds are distributed, varying from year to year this plan provides the flexibility needed to adapt to emerging data and evolving community priorities.

For more information or to connect with our efforts:

Lamond Daniels, LCSW, MPA
Chief of Community Services

City of Norwalk

ldaniels@norwalkct.gov | Office: (203) 854-7718

James Walsh
Chief of Police

Norwalk Police Department

jwalsh@norwalkct.gov | Office: (203) 854-3001



CITY OF NORWALK
Office of the Mayor

P: 203-854-7701 / F: 203-854-7939

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

MEMORANDUM

February 9th, 2026

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

From: Barbara C. Smyth, Mayor -- City of Norwalk

Re: Special Capital Appropriation Request from the Historical Commission for design work for the Conservatory at the Lockwood Mathews Mansion

The Conservatory at the Lockwood Mathews Mansion is in danger of collapsing due to extensive rot in all of the primary supports in the structure. Temporary supports have been installed to prevent collapse at present. A capital request of \$1.75MM for the replacement of the structure is currently in the FY2026-27 capital budget and, if approved, will not be available until July 1, 2026. In order to expedite the work, the Historical Commission is recommending a special capital appropriation request in the amount of \$275,000 to be forwarded to the Council for approval. If approved, this will allow research, design, and engineering work to commence this spring given the dire situation with the conservatory structure.

Funding for this special appropriation is proposed to come from a transfer of remaining funds from the Combined Dispatch Capital Project.

RESOLUTION TO TRANSFER UNEXPENDED FUNDS TO A NEW PROJECT

BE IT RESOLVED, that a special capital appropriation of \$275,000 is hereby transferred from the Combined Dispatch Capital Project for the Communications Upgrade (account # 092-13610-5777-C0638) to the City's Office of Building Management Department (on behalf of the Historical Commission) for the Conservatory project referenced below.

BE IT FURTHER RESOLVED, that a special capital appropriation of \$275,000 is hereby transferred to the City's Office of Building Management Department (on behalf of the Historical Commission) for the research, design, and engineering work associated with the Conservatory at the Lockwood Mathews Mansion. Funds will be appropriated to a new account established upon final approval from the City Council. Project specifics are detailed and described in Exhibit A, attached hereto.

MEMORANDUM

February 9th, 2026

To: Members of the Board of Estimate & Taxation
Members of the Planning & Zoning Commission
Members of the Common Council

From: Tom Ellis, Director of Management & Budgets



Re: Special Capital Appropriation Request from the Historical Commission for design work for the Conservatory at the Lockwood Mathews Mansion

The Conservatory at the Lockwood Mathews Mansion is in danger of collapsing due to extensive rot in all of the primary supports in the structure. Temporary supports have been installed to prevent collapse at present. A capital request of \$1.75MM for the replacement of the structure is currently in the FY2026-27 capital budget and, if approved, will not be available until July 1, 2026. In order to expedite the work, the Historical Commission is recommending a special capital appropriation request in the amount of \$275,000 to be forwarded to the Council for approval. If approved, this will allow research, design, and engineering work to commence this spring given the dire situation with the conservatory structure.

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Finance recommends approval.

January 26, 2026

Dana Laird
Chairperson
Historical Commission
City of Norwalk
125 East Ave
Norwalk, CT 06851

Dear Chairperson Laird:

As we have discussed at the last Historical Commission meeting in December, the Conservatory at the Lockwood Mathews Mansion is in danger of collapsing, due to extensive rot in all of the primary supports in the structure. We have placed temporary supports to prevent collapse.

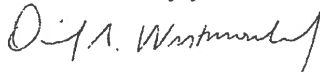
We have submitted a capital request of \$1.75M for the replacement of the structure in the FY2026-27 capital budget, that if approved, will not be available until July 1, 2026.

In order to expedite the work, I recommend that the Historical Commission vote to approve a special appropriation request in the amount of \$275,000 to be forwarded to the Council for approval, so that we may begin the research, design, and engineering work this spring, given the dire situation with the conservatory structure.

Please consider this request under the new business section of the agenda at the commission meeting scheduled for this Wednesday, January 28, 2026.

Please let me know of any questions or comments.

Sincerely yours,



David Westmoreland
Commissioner

cc: M. Andrzejewski







§ 33A-8. Exceptions.

- A. An exception is required when a project is 1) unable to meet a requirement in the Design Guide or 2) accommodate an identified User. Exceptions shall not be required where an exemption exists.
- B. The following shall be considered reasonable and appropriate reasons for requiring an exception:
 - (1) Applying a standard would result in adverse impacts to the goals established in this chapter that significantly outweigh the benefits of the project or of accommodating a User Group.
 - (2) Adhering to the standards would result in exorbitant costs or in Transportation Projects that substantially exceed the identified existing or future benefits.
 - (3) A plan or study adopted by the City with community input after the adoption of this chapter explicitly states that a Transportation Project is not appropriate or a User Group cannot be accommodated.
 - (4) Applying a standard would result in substantial adverse impacts to the goals or objectives established in an adopted plan, study, policy, or ordinance.

The foregoing is intended by way of example and not as an exclusive list of reasonable and appropriate reasons for requiring an exception.
- C. To seek an exception, an Exception Report, as defined within the Complete Streets Design Guide, documenting the reasons for an exception shall be made to Complete Streets Committee. After receiving the Exception Report, the Complete Streets Coordinator shall:
 - (1) Approve the following de-minimus exceptions, and permit the project to proceed without further review, if deviations from the standards will have no material impact on:
 - (a) The quality of the Users' experience;
 - (b) The ability of Users to meet their mobility needs; and
 - (c) The ability of the City to achieve the goals established in this chapter;
 - (2) Approve the project with changes that would bring the project into compliance with the Design Guide; or
 - (3) Determine that the project requires an exception.
- D. If the Complete Streets Coordinator determines that a project requires an exception, he or she shall forward the Exception Report to the Complete Streets Committee, which shall have 45 days to review the Exception Report and make a determination. The project shall not progress to construction until the earlier of 1) the end of the forty-five-day review period (as extended in accordance with Subsection E below), and 2) the date the Complete Streets Committee approves the project with or without modifications.
- E. Where a project is especially complex, requires substantial review, or where there are extenuating circumstances that prevent adequate review within the forty-five-day review period, the Complete Streets Committee may extend the review period for up to an additional 45 days.
- F. In evaluating an Exception Report, the Complete Streets Committee shall consider all relevant information, including public input. If the Complete Streets Committee cannot come to a unanimous conclusion regarding the exception, there must be a vote on the exception, on

which the exception is either approved, approved with modifications, or disapproved, in each case by a simple majority. The determination of the Complete Streets Committee shall be made publicly available on the City's website.

- G. An applicant that is denied an exception may, within 30 days of receipt of such denial, take an appeal to the Superior Court for the Stamford/Norwalk judicial district.
- H. This chapter shall not apply to projects under construction or with final design approval on or before the effective date of this chapter. Where active projects have not yet received final design approval, the Complete Streets Coordinator shall determine on case-by-case basis whether the requirements of this chapter should be incorporated into such projects based on considerations such as, but not limited to, project schedule, available right-of-way, geometric constraints, and project funding.

§ 33A-8. Exceptions.

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- B. The following shall be considered reasonable and appropriate reasons for requiring an exception:
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 - (3) A plan or study adopted by the City with community input after the adoption of this chapter explicitly states that a Transportation Project is not appropriate or a User Group cannot be accommodated.
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- H. This chapter shall not apply to projects under construction or with final design approval on or before the effective date of this chapter. Where active projects have not yet received final design approval, the Complete Streets Coordinator shall determine on case-by-case basis whether the requirements of this chapter should be incorporated into such projects based on considerations such as, but not limited to, project schedule, available right-of-way, geometric constraints, and project funding.

§ 29-6. Enforcement; fines/citation; hearing; appeals; report.

A. Fines/citations; appeals.

(1) Any Person violating any provision of this chapter may be subject to the following penalties:

(a) If it is determined that an individual has consumed Cannabis and/or Cannabis Products outdoors where consumption is not permitted by this chapter, such individual shall be subject to a fine/citation of \$50 for each violation.

(b) If it is determined that a Person permits the outdoor consumption of Cannabis and/or Cannabis Products in violation of this chapter, such Person shall be subject to a fine/citation of \$250 for each violation.

(c) Any aggrieved Person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk within 30 days of receipt of such fine/citation.

B. The Chief of Police or their designee shall, on an annual basis or as otherwise requested by the Common Council or the Mayor, prepare and deliver a written report to the Common Council and the Mayor concerning the number of violations issued pursuant to this chapter. This written report shall include, but not be limited to, information concerning the geography and demographics of the violations issued and such other information as requested by the Common Council or the Mayor.

§ 29-6. Enforcement; fines/citation; hearing; appeals; report.

A. Fines/citations; appeals.

(1) Any Person violating any provision of this chapter may be subject to the following penalties:

(a) If it is determined that an individual has consumed Cannabis and/or Cannabis Products outdoors where consumption is not permitted by this chapter, such individual shall be subject to a fine/citation of \$50 for each violation.

(b) If it is determined that a Person permits the outdoor consumption of Cannabis and/or Cannabis Products in violation of this chapter, such Person shall be subject to a fine/citation of \$250 for each violation.

(c) Any aggrieved Person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk within 30 days of receipt of such fine/citation.~~in accordance with Connecticut law.~~

B. The Chief of Police or their designee shall, on an annual basis or as otherwise requested by the Common Council or the Mayor, prepare and deliver a written report to the Common Council and the Mayor concerning the number of violations issued pursuant to this chapter. This written report shall include, but not be limited to, information concerning the geography and demographics of the violations issued and such other information as requested by the Common Council or the Mayor.

§ 112A-13. Penalties for offenses. [Amended 6-24-2025]

A. Violations.

- (1) Any retailer who violates any of the provisions of this chapter shall be guilty of an infraction and subject to civil penalty fine, suspension, and/or revocation of the license. Each violation, and every day in which a violation occurs, shall constitute a separate and distinct infraction.
- (2) In the event that a violation has occurred, the City Clerk shall have 30 days from the date of the violation to issue notice of said violation via written order to the retailer. The order shall specify the section of this chapter of which the retailer is in violation and shall specify the penalty for noncompliance. Notification shall be sent by certified mail to the applicant's residence or place of business. Said notification shall be deemed complete seven days following the date of mailing.
- (3) A retailer shall be found in violation of this chapter if:
 - (a) The retailer or any salesperson sells vape products to any person under the age of 21 years.
 - (b) The retailer fails to post signage and license as required.
 - (c) The retailer fails to pay any fines imposed in accordance this chapter.
 - (d) The retailer or any salesperson sells or uses on the premises any narcotic substance or any controlled drug as defined in § 21a-242 of the Connecticut General Statutes, as amended from time to time.
 - (e) The retailer fails to maintain standards prescribed by the Connecticut Department of Public Health or the City's Health Department, or their respective successors.
 - (f) The retailer or any salesperson refuses to submit to the City Clerk any reports or make available any records required in investigating the establishment for the purpose of ensuring compliance with this chapter.
 - (g) The retailer or any salesperson fails or refuses to submit to an investigation by persons authorized by law to conduct fire, building, health, or law enforcement related inspections.
 - (h) The retailer or any salesperson violates state or local vape products sales and use laws.
 - (i) The retailer or any salesperson violates any of the provisions of this chapter, or any rules and regulations established by the City Clerk, pursuant to this chapter.
 - (j) The retailer or any salesperson furnishes or makes any misleading or false statements or reports in relation to this chapter, including in connection with an application for an initial or renewal license or an inspection under this chapter.
 - (k) Upon suspension or revocation of a license, the retailer fails to remove all vape products from the premises.

B. Penalties.

- (1) If the Chief of Police or the Director of Health find that a retailer is in violation of this chapter, it shall be punishable by a fine, suspension, and/or revocation of the license as

follows:

- (a) Upon the first violation of this chapter, the Chief of Police, the Director of Health, or their respective designees, shall impose a fine of \$250 per day for each day the violation continues.
 - (b) If a second, separate, violation of this Chapter is issued within a twelve-month period following the first violation, the Chief of Police, the Director of Health, or their respective designees, shall impose a fine of \$250 per day for each day the violation continues. The retailer's license shall also be suspended for six months by the City Clerk. Upon suspension of a license, all vape products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.
 - (c) If a third, separate, violation of this Chapter is issued within a twenty-four-month period following the first violation, the Chief of Police, the Director of Health, or their respective designees, shall impose a fine of \$250 per day for each day the violation continues. The retailer's license shall also be revoked by the City Clerk. Upon revocation of a license, all vape products shall be removed from the premises. Failure to remove shall constitute a separate violation for each and every day of noncompliance.
- C. Upon suspension or revocation of a license, all vape products shall be removed from the premises within seven days from the date of suspension or revocation.

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- C. Upon suspension or revocation of a license, all vape products shall be removed from the premises within seven days from the date of suspension or revocation.

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

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

Permit # R3207
Status Tentative
Date of Issue Feb 9, 2026 12:01 PM
Expiration Date Feb 28, 2026

Customer Name	John Taranto - 15861	Work Phone Number	(203) 854-3102
Customer Type	General Public	Home Phone Number	(845) 656-0629
Mailing Address	77 Murray St Norwalk, CT 06855	Cell Phone Number	(845) 656-0629
		Email Address	jtaranto@norwalkct.gov
System User	Internet User		

Rental Fee	\$600.00
Discounts	\$0.00
Subtotal	\$600.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$600.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$600.00

Calf Pasture Beach Car Show	1 resource(s)	4 booking(s)	Subtotal: \$600.00
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[Booking Summary](#)

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Tue, May 12, 2026 4:00 PM	Tue, May 12, 2026 9:00 PM	150	\$150.00
Tue, Jun 9, 2026 4:00 PM	Tue, Jun 9, 2026 9:00 PM	150	\$150.00
Tue, Jul 14, 2026 4:00 PM	Tue, Jul 14, 2026 9:00 PM	150	\$150.00
Tue, Aug 11, 2026 4:00 PM	Tue, Aug 11, 2026 9:00 PM	150	\$150.00

[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?	That is normally determined by Parks and Rec depending on summer concerts. In past it was Fridays
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	80-150
What is the setup time?	Tape of 150 spaces
What type of event?	Car Cruise
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Nothing just classic cars
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?	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- Facility Rental Event Application Form	May 12, 2026	John Taranto	Waiver Signed by: John Taranto on Jan 7, 2026

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, its 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 thereon
7. 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 KOVACS 125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Facility - Rental Agreement

May 12, 2026

John Taranto

Waiver Signed by: John Taranto on Jan 7, 2026

A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT
TERMS AND REQUIREMENTS

1. In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time—except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City’s property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER’s use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney’s fees), of any character, name or description arising out of the RENTER’s use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER’s permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER’s property or that of RENTER’s licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.


Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature 

Payment Schedules

Original Balance: \$600.00 Current Balance: \$600.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Feb 9, 2026	\$30.00	\$0.00	\$0.00	\$30.00
May 12, 2026	\$570.00	\$0.00	\$0.00	\$570.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online

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

John Taranto

Customer ID: 15861
Work Phone Number: (203) 854-3102
Home Phone Number: (845) 656-0629
Cell Phone Number: (845) 656-0629
Email Address: jtaranto@norwalkct.gov

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

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

Permit # R3163
Status Tentative
Date of Issue Jan 23, 2026 12:58 PM
Expiration Date May 23, 2026

Customer Name	Jerry Toni - 3511	Work Phone Number	(203) 838-9444
Customer Type	General Public	Home Phone Number	(203) 838-9444
Mailing Address	213 Liberty Square 213 Liberty Square Norwalk, CT 06855	Email Address	jerry.toni@seaport.org
System User	Internet User		

Rental Fee	\$5,000.00
Discounts	\$0.00
Subtotal	\$5,000.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$5,000.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$5,000.00

Norwalk Seaport Oyster Festival 1 resource(s) 3 booking(s) Subtotal: \$5,000.00

[Booking Summary](#)

Veterans Memorial Park (Event)		Center: Veterans Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Fri, Sep 11, 2026 6:00 PM	Fri, Sep 11, 2026 11:00 PM	35001	\$0.00
Sat, Sep 12, 2026 11:00 AM	Sat, Sep 12, 2026 11:00 PM	35000	\$0.00
Sun, Sep 13, 2026 11:00 AM	Sun, Sep 13, 2026 8:00 PM	35000	\$0.00
Resource level fees			\$5,000.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes
Are you using a food truck?	Yes
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)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	+ - 10
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)	35,000+
What is the setup time?	Setup 8/14/26 8:00 AM - Breakdown by 9/30 8:00 PM. Event dates: September 11, 12, 13, 2025
What type of event?	Festival
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Tents, amusements.
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?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	Yes
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	Yes
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

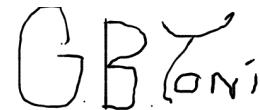
WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Sep 11, 2026	Jerry Toni	Waiver Signed by: Jerry Toni on Oct 30, 2025

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 thereon 7.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



Facility - Rental Agreement	Sep 11, 2026	Jerry Toni	Waiver Signed by: Jerry Toni on Oct 30, 2025
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A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:
•Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
•Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
•The display of any advertising for commercial purposes on the SITE at any time-except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

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

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

Permit # R2751
Status Tentative
Date of Issue Dec 9, 2025 12:58 PM
Expiration Date Jun 19, 2026

Customer Name	Melodye Green-Ragin - 7887	Work Phone Number	(203) 956-6007
Customer Type	General Public	Home Phone Number	(203) 667-4218
Mailing Address	14 Platt St. Unit 4 Norwalk, CT 06855	Cell Phone Number	(203) 667-4218
		Email Address	info@sonotainment.com
System User	Internet User		

Rental Fee	\$2,850.00
Discounts	\$0.00
Subtotal	\$2,850.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
Total Permit Fee	\$3,850.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$3,850.00

2nd Annual Juneteenth Carnival Fundraiser 1 resource(s) 7 booking(s) Subtotal: \$3,850.00

Event Notes:
2/5 Site security deposit of \$1,000.00 added to fee.
Setup days are charged half price
200 people

[Booking Summary](#)

Veterans Memorial Park (Event)		Center: Veterans Memorial Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Wed, Jun 17, 2026 8:00 AM	Tue, Jun 23, 2026 9:00 PM	--	\$1,140.00
<i>Occurs every 1 day(s) effective 06/17/2026 until 06/23/2026 from 8:00 AM to 9:00 PM.</i>			
<i>Exception: Fri, Jun 19, 2026, Sat, Jun 20, 2026, Sun, Jun 21, 2026</i>			
Fri, Jun 19, 2026 6:00 PM	Fri, Jun 19, 2026 8:00 PM	200	\$570.00
Sat, Jun 20, 2026 12:00 PM	Sat, Jun 20, 2026 8:00 PM	200	\$570.00
Sun, Jun 21, 2026 12:00 PM	Sun, Jun 21, 2026 8:00 PM	200	\$0.00
Resource level fees			\$1,570.00

[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.	Yes
Are you using a food truck?	Yes
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)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	2
Is there a 2nd date in mind or a rain date or location?	N/A
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	100
What is the setup time?	8:00am
What type of event?	Carnival
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Carnival VENDORS and STAGE
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?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
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?	Yes

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Jun 16, 2026	Mellodye Green-Ragin	Waiver Signed by: Mellodye Green-Ragin on Jun 30, 2025

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.
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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



Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
2nd Annual Juneteenth Carnival Fundraiser	Veterans Memorial Park	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Payment Schedules

Original Balance: \$3,850.00 Current Balance: \$3,850.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
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Feb 5, 2026	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Feb 9, 2026	\$2,300.00	\$0.00	\$0.00	\$2,300.00
Jun 16, 2026	\$550.00	\$0.00	\$0.00	\$550.00

X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online

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

Phone Number: (203) 854-7806

Email Address: recreationt@norwalkct.gov

Melodye Green-Ragin

Customer ID: 7887

Work Phone Number: (203) 956-6007

Home Phone Number: (203) 667-4218

Cell Phone Number: (203) 667-4218

Email Address: info@sonotainment.com

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

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

Permit # R2969
Status Tentative
Date of Issue Dec 11, 2025 2:37 PM
Expiration Date Mar 6, 2026

Organization Name	Whittingham Cancer Center Of Norwalk Hospital - 35		
Customer Type	Class D1 - Non Profit		
Organization Address	34 Maple Street Norwalk, CT 06856		
Agent Name	Julie Bandt	Work Phone Number	(475) 296-5898
		Home Phone Number	(213) 327-9091
		Cell Phone Number	(475) 296-5898
		Email Address	Julie.bandt@nuvancehealth.org
System User	Internet User		

Rental Fee	\$1,635.00
Discounts	\$0.00
Subtotal	\$1,635.00
Deposits	\$1,000.00
Deposit Discounts	\$0.00
Total Permit Fee	\$2,635.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$2,635.00

Northwell Walk to Raise Health	1 resource(s)	2 booking(s)	Subtotal: \$2,635.00
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[Booking Summary](#)

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, May 16, 2026 7:00 AM	Sat, May 16, 2026 3:00 PM	10	\$545.00
Sun, May 17, 2026 7:00 AM	Sun, May 17, 2026 3:00 PM	700	\$1,090.00
Resource level fees			\$1,000.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	Yes
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?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	700
What is the setup time?	Set Saturday afternoon, May 16. Strike May 17, 12-2PM
What type of event?	Fundraiser Walk event
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	tents, signage, tables
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?	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)	Yes
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	Yes
Will you solicit contributions at your event?	Yes

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	May 16, 2026	Julie Bandt	Waiver Signed by: Julie Bandt on Aug 19, 2025

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 thereon 7.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



Facility - Rental Agreement	May 16, 2026	Julie Bandt	Waiver Signed by: Julie Bandt on Aug 19, 2025
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A REFUNDABLE SECURITY DEPOSIT IS REQUIRED TO COVER DAMAGE CREATED BY THE RENTER, THEIR GUESTS OR THEIR CONTRACTORS. THE SECURITY DEPOSIT IS DUE (30) DAYS IN ADVANCE OF THE EVENT DATE. IF THE FACILITY IS NOT LEFT IN PROPER ORDER, NORWALK RESERVES THE RIGHT TO HOLD THE ENTIRE DEPOSIT UNTIL ADJUSTMENTS ARE MADE TO CORRECT ANY DAMAGE. THE SECURITY DEPOSIT LESS ANY DEDUCTIONS FOR DAMAGES IS REFUNDABLE AFTER THE EVENT.

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings.

RENTAL AGREEMENT
TERMS AND REQUIREMENTS

1.In consideration of RENTER agreeing to pay the user fee of, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY.

2.The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement.

3.The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein.

4. This shall include on-site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT

5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT

6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified

7. The RENTER shall not:

- Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
- Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
- The display of any advertising for commercial purposes on the SITE at any time—except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE

8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City’s property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER’s use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition. [6]

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department – 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.

10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney’s fees), of any character, name or description arising out of the RENTER’s use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER’s permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.

11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER’s property or that of RENTER’s licensees, invitees, agents and guests.

12. The RENTER may bring only the following in or onto the SITE:

Unless listed above, no furniture, machinery or equipment may be brought onto the SITE without the prior written approval of the City of Norwalk, acting by its Director of Recreation and Parks Department.

13. Insurance Coverage: The RENTER shall maintain, at its own cost, insurance coverage applicable to its use of the SITE as stated herein. Such coverage shall be maintained in effect throughout the term of RENTER's use of the SITE until such time as the CITY indicates IN WRITING that RENTER has fulfilled its responsibilities hereunder. A Certificate of Insurance must be presented by the RENTER evidencing the coverage set out in the attached Insurance Rider. Insurance may be purchased through Recreation and Parks for the event.

14. If Alcoholic Beverages are being Served or Sold:

If alcoholic beverages will be SOLD at the EVENT, then the RENTER must:

- Contact the State Department of Consumer Protection Liquor Control Division and apply for a temporary permit. A copy of such permit must be provided to the City no later than two weeks prior to the date of the EVENT
- RENTER must provide Liquor Liability Insurance with minimum coverage of One Million Dollars and such Policy should name the City of Norwalk as an additional insured

If alcoholic beverages will be SERVED at the EVENT, then the RENTER must:

- Provide evidence of applicable Host Liquor Liability Insurance coverage in accordance with the requirements set out in the

Insurance Rider attached

- The Certificate of Insurance must indicate and the coverage must provide that the applicable insurance policies are written on a per occurrence basis and have been endorsed to name the City of Norwalk as an additional insured party. Such certificates must be presented with this Application and shall indicate that all coverage remain valid until the expiration of the RENTER's responsibilities hereunder

The City of Norwalk hereby issues the permit referenced above with the understanding that the RENTER has agreed to abide by and fulfill the conditions set forth herein and in the documents attached, which documents are incorporated into this Permit by reference.

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of

this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation. [7]

16. Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of

this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect, The Agreement, constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids,

offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

I hereby represent for myself and/ or the entity on behalf of which I am acting in connection with this permit that I have read, understood and agree to abide by the terms and conditions set forth above as a condition of being issued this permit.

If, as the undersigned, I am not acting as an individual but am acting on behalf of a corporation, LLC, partnership or other legal entity, I represent that I have been granted all necessary authority to execute this permit; to act on behalf of and bind the entity listed as the RENTER; and that I have complied with all applicable requirements necessary to bind such entity under the terms of this permit.

I hereby affirm my authority to act on behalf of and bind the RENTER to the terms set forth herein

SCHEDULE "B"

INSURANCE RIDER

The RENTER shall provide and maintain insurance coverage in compliance with the following requirements:

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the RENTER's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

Commercial General Liability: Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage. Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in

the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

Acceptability of Insurers: The RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City

whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the RENTER to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the RENTER is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the EVENT of any such change the RENTER shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the RENTER's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the RENTER and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

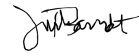
Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the RENTER's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the RENTER shall furnish Certificate(s) of Insurance to the City Clerk's Office prior to the RENTER's EVENT. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, and P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

Signature



Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
Northwell Walk to Raise Health	Calf Pasture Beach	Security Deposit	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00

Payment Schedules

Original Balance: \$2,635.00 Current Balance: \$2,635.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
May 16, 2026	\$2,635.00	\$0.00	\$0.00	\$2,635.00

X:

Date:

City of Norwalk Online

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

X:

Date:

Whittingham Cancer Center Of Norwalk Hospital

Customer Type: Class D1 - Non Profit
Customer ID: 3374
Mailing Address: 34 Maple Street, Norwalk, CT
06856
Authorized Agent Name: Julie Bandt
Work Phone Number: (475) 296-5898
Home Phone Number: (213) 327-9091
Cell Phone Number: (475) 296-5898
Email Address: Julie.bandt@nuvancehealth.org

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

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

Permit # R3214
Status Tentative
Date of Issue Jan 14, 2026 10:12 AM
Expiration Date Feb 13, 2026

Customer Name	Liz Slutzky - 11082	Home Phone Number	(917) 242-0154
Customer Type	General Public	Email Address	lcslutzky@gmail.com
Mailing Address	26 Range Road Norwalk, CT 06853		
System User	Internet User		

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

Rowayton Elementary School Carnival 1 resource(s) 5 booking(s) Subtotal: \$0.00

[Booking Summary](#)

Rowayton School - Field 3 (Field Rental)		Center: Rowayton Elementary School	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Wed, Apr 29, 2026 7:00 AM	Wed, Apr 29, 2026 7:00 PM	25	\$0.00
Thu, Apr 30, 2026 7:00 AM	Thu, Apr 30, 2026 7:00 PM	25	\$0.00
Fri, May 1, 2026 4:00 PM	Fri, May 1, 2026 9:00 PM	2000	\$0.00
Sat, May 2, 2026 10:00 AM	Sat, May 2, 2026 4:00 PM	2000	\$0.00
Sun, May 3, 2026 7:00 AM	Sun, May 3, 2026 7:00 PM	25	\$0.00

[Custom Questions](#)

QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	No
Field Requested- Type in your selected facility/field.	Rowayton Elementary Field
Is there a 2nd date in mind or a rain date or location?	Rain Date May 3th
What is the setup time?	April 29th, April 30th 7AM-7PM
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Amusement Rides, Food trucks, craft tents, food tents

X:

Date:

City of Norwalk Online

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

X:

Date:

Liz Slutzky

Customer ID: 11082
Home Phone Number: (917) 242-0154
Email Address: lcslutsky@gmail.com

LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
NORWALK LAND TRUST, INC.
FOR PORTION
OF FODOR FARM MAIN FARMHOUSE

THIS LEASE AGREEMENT is made as of the 3rd day of June, 2016, 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 Harry W. Rilling, its Mayor, duly authorized (LESSOR), and **NORWALK LAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Connecticut, with a business address of 455 Post Road, Suite 201, Darien, Connecticut 06820, acting herein by John Moeling, its President, duly authorized (LESSEE).

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of certain land and improvements thereon known as Fodor Farm Main Farmhouse, located at 328 Flax Hill Road, Norwalk, Connecticut (the BUILDING); and

WHEREAS, the LESSEE is interested in leasing a portion of the Fodor Farm Main Farmhouse, consisting of approximately 168 square feet of space, as depicted on the attached floor plan labeled Exhibit A (PREMISES); and

WHEREAS, the Common Council of the City of Norwalk, by action taken on December 22, 2015, authorized the LESSOR, acting by and through its Mayor, to enter into an Agreement with the LESSEE upon the terms and conditions stated herein, for the use of the PREMISES; and

WHEREAS, the LESSEE has agreed to accept this lease of the PREMISES upon such terms and conditions and has duly authorized its President to act on its behalf in order to enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration recited herein, 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 LESSOR does hereby demise and lease to the LESSEE and the LESSEE hereby leases from the LESSOR, the PREMISES, subject to the terms, limitations and conditions stated herein. The PREMISES shall be used by the LESSEE solely in connection with its non-profit programs in accordance with the terms set forth herein. In conjunction with the lease of the PREMISES, LESSEE shall have the right, in common with all other tenants, occupants, visitors, and invitees using or accessing the BUILDING, to use the parking lot and the surrounding grounds adjacent to the BUILDING for the limited purposes of parking and gaining access to and from the PREMISES.

LESSEE acknowledges that the BUILDING is occupied and used by other entities, so that it is required to coordinate its events and activities in order to minimize any potential impact on available parking. Additionally, LESSEE has permission to use, in common with all other tenants of the BUILDING, the first floor of the BUILDING, based on prior approval of the Director of Recreation and Parks for the City.

LESSEE also agrees to fully comply with all rules and regulations applicable to its use and occupancy of the BUILDING as may, from time to time, be promulgated by the CITY.

2. Term.

A. The term of this Lease shall be five (5) years commencing on the 15th day of May, 2016 and continuing through May 14, 2021. There shall be an option for the parties to extend the initial term for one additional two (2) year term through May 14, 2023. Such option must be exercised by a written acknowledgement of the parties, signed by authorized

{00016159.DOC 1}

representatives of each, no later than sixty (60) days prior to the expiration of the initial term.

B. Upon the termination or expiration of this Lease Agreement or upon the termination of the LESSEE's right of possession, whether by lapse of time or at the option of the LESSOR, the LESSEE shall at once surrender possession of the PREMISES to the LESSOR and remove therefrom all its personal property. In the event that LESSEE does not immediately surrender the PREMISES possession, the LESSOR may reenter the PREMISES and repossess itself of it as of its former estate and remove all property therefrom, using such means as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

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

Alternatively, in the event that the LESSEE remains on the PREMISES after the expiration of the term without having executed a new written Lease with the LESSOR, such holding over shall not constitute a renewal or extension of this Lease. In such event, the LESSOR 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 hereby agrees that any waiver by the LESSOR of any breach of this Lease shall not constitute or act as a waiver for any subsequent violation or breach.

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3. Rent. The LESSEE covenants that it shall pay to the LESSOR as rent for the PREMISES, the sum of One Hundred Fifty Dollars and No Cents (\$150.00) per month throughout the Lease term. The LESSEE shall pay the rent when due to the LESSOR at the office of its Comptroller at the Norwalk City Hall.

This Lease Agreement shall be deemed and construed to be an absolute "net lease" so that the LESSOR shall receive all rent and all other payments to be made by the LESSEE free from any charges, assessments, impositions, expenses or deductions of any nature. No defense, set off or counterclaim against the rent due the LESSOR hereunder shall be made on this basis in any proceeding for the collection of rent, or for the enforcement of this Lease Agreement.

In addition to the monthly rental payment, LESSEE shall work together with other tenants of the BUILDING to organize and implement an annual fundraising event to support the general maintenance and upkeep of the BUILDING as a public, historical structure. All proceeds from the event will be paid into an escrow account maintained by the LESSOR for the benefit of the BUILDING.

4. Condition of PREMISES. The LESSEE acknowledges that it has examined the PREMISES and all improvements presently located there, is aware of their condition and willingly accepts them "as is" in their present state. It shall be the LESSEE's responsibility to make all repairs, replacements and improvements as may be necessary or desirable for its intended use. The LESSOR has made no representations or warranties of any kind or nature whatsoever as to the condition of the PREMISES or their suitability for any purpose. The LESSOR shall not be required at any time to make any repairs, replacements, changes or alterations to the PREMISES of any kind other than as stated in Section 5 hereof.

5. Repairs and Improvements to PREMISES. The LESSOR is responsible for the operation of the PREMISES and for the

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performance of all needed capital repairs, replacements and improvements to the BUILDING that may be necessary or desirable, including, but not limited to upkeep of the HVAC system and other building systems and utilities serving the BUILDING; and any structural repairs and improvements to the BUILDING including to the exterior walls, windows, roof and foundation.

6. Maintenance and Operation. The LESSEE shall be responsible for maintaining and operating the PREMISES 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. Accordingly, the LESSEE shall be responsible for promptly making all necessary repairs, renewals and replacements to the PREMISES of good quality to ensure its proper use, maintenance and operation of the PREMISES and in compliance with all applicable standards and requirements. The LESSEE, further, shall not permit the accumulation of waste, debris, or refuse matter in or on the PREMISES, nor shall it permit anything to be done upon the PREMISES which would invalidate or prevent the procurement of any insurance policy that may at any time be required pursuant to this Lease Agreement. The LESSEE shall not obstruct or permit the obstruction of the streets or sidewalks, accessways or alleys adjoining the PREMISES, except as may be permitted by the Norwalk Fire Department, the Connecticut Board of Fire Underwriters, and any other authority having jurisdiction over the PREMISES, and shall keep the PREMISES at all times clean and free of dirt, rubbish, snow and ice so as not to increase the rate of insurance applicable to the PREMISES. All proceeds of insurance on account of any loss or damage to the PREMISES shall be applied to the cost of any necessary or desirable repairs, renewals and replacements, as provided for herein. Nothing contained in this Lease Agreement shall impose on the LESSOR any obligation to make any repairs or expend any money for the maintenance or upkeep of the PREMISES.

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In an event of default in this Lease Agreement involving any of the following:

- (1) the failure of the LESSEE to keep the PREMISES in good and safe condition and repair;
- (2) to remove any unsightly, unsafe or otherwise dangerous condition; or
- (3) to take any other action either legally mandated or required by the terms hereof; the LESSOR shall have the right, but shall not be required, to make good any default of the LESSEE. Nothing in this Lease Agreement shall imply any duty upon the part of the LESSOR to do or complete any work which the LESSEE is required to perform under any provision of this Lease Agreement. Under no circumstances shall the performance of any such work by the LESSOR constitute a waiver by the LESSOR of any default on LESSEE's part.

The LESSOR may, during the progress of any work elected to be performed by it on the PREMISES, enter with contractors, agents and servants and keep and store upon the PREMISES or any part of it all necessary materials, tools and equipment. The LESSOR shall not, in any event, be liable for inconvenience, annoyance, disturbance, loss or interruption of business or other damage of or to the LESSEE by reason of its bringing or having brought materials, supplies and equipment into, on or through the PREMISES for the purpose of such work provided the LESSOR uses reasonable care under the circumstances. The obligations of the LESSEE hereunder shall not be affected in any manner whatsoever by the actions of the LESSOR in this regard.

The cost of all such work performed by LESSOR on behalf of the LESSEE pursuant to this provision shall be the responsibility of LESSEE to promptly pay upon demand by the LESSOR. All sums advanced, paid or expended by the LESSOR pursuant to the foregoing provisions and all necessary and incidental costs, expenses, and attorneys' fees incurred in connection with the performance of any acts, together with

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interest at the Prime Interest Rate per annum (as defined herein) from the date of the making of such payments by the LESSOR, shall be deemed additional rent and shall be promptly due and payable in full by the LESSEE to the LESSOR. The LESSEE covenants to pay such sum or sums with interest, and the LESSOR shall have (in addition to any other right or remedy) the same rights and remedies in the event of nonpayment by the LESSEE as in the case of default by the LESSEE in the payment of any installment of rent as provided herein. Accordingly, the LESSEE will be responsible for its proportionate share of all costs of and responsibility for maintenance, improvements, repairs, and operating expenses for all building services and systems that serve the PREMISES in common with the remainder of the BUILDING. Such costs shall be determined by agreement with the LESSOR and shall be based on the percentage of the BUILDING comprised of the PREMISES and the proportion of the services and facilities used by LESSEE.

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 BUILDING or the PREMISES, whether by express agreement or operation of law, and that it will not place upon the BUILDING or the PREMISES, or suffer to be placed upon the BUILDING or 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 and LESSEE shall be responsible to have any such mortgage, encumbrance, attachment, levy or lien immediately discharged to the LESSOR's satisfaction prior to its enforcement.

8. Reservation of Easements. The LESSOR reserves to itself certain easements, rights of access, and perpetual rights

in, over, under, across, and to the PREMISES as may reasonably be required for ingress and egress to and from any areas necessary for the operation, maintenance, repair, and replacement of the PREMISES or any portion of the BUILDING or any utilities or facilities serving the BUILDING. Provided, however, that the exercise of any right hereunder shall not unreasonably interfere with the lawful use and enjoyment of the PREMISES by the LESSEE or anyone claiming by, through or under the LESSEE.

The LESSOR also reserves the right unto itself to utilize the PREMISES at no cost (except for reimbursement of actual operational costs incurred as a result of such use) for purposes of any Recreation and Parks sponsored program or event. LESSOR and LESSEE shall cooperate in terms of scheduling all such uses in advance. LESSOR, however, shall be given priority over any of LESSEE's outside activities, but will not have the right to pre-empt any previously scheduled activities of LESSEE.

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 any and all applicable governmental laws, ordinances, orders, rules, regulations and requirements, including those of appropriate departments, commissions, and boards which may, at any time, pertain to the PREMISES and the uses which the LESSEE shall make of the same. The LESSEE shall likewise observe and comply with all requirements of all insurance policies in force at any time with respect to the PREMISES.

10. Sublease and Assignments. The LESSEE shall not without the prior written consent of the LESSOR make or create, or suffer to be made or created, any total or partial transfer, assignment, conveyance, lease, sublease, trust, power, or other transfer or disposition in any mode or form, of or with respect to the PREMISES, this Lease Agreement or any of the rights, privileges, interests, obligations or liabilities hereunder,

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including one-time uses of the PREMISES by third parties. Any such use shall comply, in all respects, with the requirements set by the Director and shall be evidenced by a signed, written Agreement based upon terms, conditions and requirements approved in advance by the LESSOR'S Corporation Counsel. Such use shall be administered so as to protect the best interests of the LESSOR and the rights and interests of the LESSEE in and to the PREMISES. In no event shall any disposition of the LESSEE's interests or rights in the PREMISES or any portion thereof, any transfer or assignment of this Lease Agreement, or any permission or license granted to any third party, relieve LESSEE from any obligation, liability or responsibility hereunder or with respect to the PREMISES. Rather, LESSEE shall remain fully responsible for the PREMISES and for any and all persons coming upon or using the PREMISES with its knowledge and/or consent.

Any sublease, license or other agreement entered into demising all or any part of the PREMISES or granting permission to use the PREMISES shall be made expressly subject and subordinate to this Lease Agreement including, specifically, all insurance requirements stated herein, and shall contain covenants on the part of the sublessee or licensee 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 LESSOR 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 LESSOR 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 LESSOR shall be sublessor under the sublease and the sublessee will be deemed to have attorned to the LESSOR for the balance of the term of the sublease. Any sublease agreement shall be in writing approved by the LESSOR's

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Office of Corporation Counsel, duly executed, witnessed and acknowledged, and shall be recorded on the Norwalk Land Records.

In addition, all such agreements shall obligate the sublessee to provide the same insurance coverage as is required of the LESSEE hereunder.

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

If an assignment is made by LESSEE or any successor of the LESSEE pursuant to and after complying with the conditions of this Lease and in the manner set forth herein, the assignee shall be subject to all of the covenants, agreements, provisions and conditions contained in this Lease Agreement, and in particular to the limitations and restrictions set forth with regard to future assignments and subleasing.

11. Termination of Lease Agreement. In the event that the LESSEE remains on the PREMISES after the expiration of the term stated in Section 2 hereof, without having executed a new written Lease with the LESSOR, such holding over shall not constitute a renewal or extension of this Lease. In such event, the LESSOR 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

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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 hereby agrees that any waiver by the LESSOR of any breach of this Lease shall not constitute or act as a waiver for any subsequent violation or breach.

Upon the termination or expiration of this Lease Agreement or upon the termination of the LESSEE's right of possession, whether by lapse of time or at the option of the LESSOR, the LESSEE shall at once surrender possession of the PREMISES to the LESSOR and remove therefrom all its personal property. In the event that LESSEE does not immediately surrender possession, the LESSOR may reenter the PREMISES and repossess itself of it as of its former estate and remove all property therefrom, using such means as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

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

12. Default Provisions

The LESSOR 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 LESSOR 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 LESSOR'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 for a consent to the appointment of a receiver, trustee or liquidator of itself or its assets; LESSEE's voluntary petition in bankruptcy or of a pleading in any Court admitting its inability to pay its debts as they come due; a general assignment by LESSEE for the benefit of its creditors; or LESSEE's filing of 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, except in the case of a failure to comply with the timeliness requirements hereof, is not remedied, rectified or cured within sixty (60) days following the receipt of a written notice thereof from the LESSOR. In the event that any such default, other than a failure to meet the timeliness set forth in Section 5, cannot be cured within such sixty (60) day period, the LESSEE must take all necessary and reasonable action in order to commence to cure such failure within such sixty (60) day period and must diligently prosecute the same to completion.

In any event of default by LESSEE, the Lease shall, at the LESSOR's option, and upon notice to the LESSEE, terminate and expire and the LESSEE shall quit and peacefully surrender the PREMISES to LESSOR and LESSOR, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the PREMISES and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess LESSEE and remove LESSEE and all other persons and property from the PREMISES and may have, hold and enjoy the PREMISES and the right to receive all rental income of and from the same.

At any time or from time to time after any such expiration or termination, LESSOR may relet the PREMISES or any part thereof for such term or terms and on such conditions as LESSOR, in its uncontrolled discretion, may determine and may collect and receive the rents therefor. LESSOR shall in no way be responsible or liable for any failure to relet the PREMISES or any part thereof, or for any failure to collect any rent due upon any such reletting.

No such expiration or termination of this Lease shall relieve LESSEE of its liability and obligations under this Lease Agreement and such liability and obligations shall survive any such expiration or termination.

LESSEE hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, and except as is herein otherwise provided LESSEE, for and on behalf of itself and all persons claiming through or under LESSEE (including any leasehold mortgagee or other creditor), also waives any and all right of redemption or re-entry or re-possession in case LESSEE shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or re-possession by LESSOR or in case of any expiration or termination of this Lease. The terms "enter", "re-enter",

"entry" or "re-entry" as used in this Lease are not restricted to their technical legal meanings.

In the event of any breach or threatened breach by LESSEE of any of the agreements, terms, covenants or conditions contained in this Lease, LESSOR shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, now or hereafter existing at law or in equity, or by statute or otherwise, and the exercise or beginning of the exercise by LESSOR or LESSEE of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

13. Assignment to Trustee in Bankruptcy. 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 within the applicable time periods provided by the Bankruptcy Code, then this Lease Agreement shall be deemed terminated automatically and the LESSOR 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 LESSOR 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 LESSOR by the LESSEE on demand.

14. Commercial Transaction. 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 LESSOR obtaining any remedy against the LESSEE in connection with the enforcement by the LESSOR of any of its rights or remedies under this Lease Agreement.

Without limiting any of the above, the LESSOR 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.

15. Waiver or Surrender of Rights

The receipt of rent or any sum of money by the LESSOR, 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 LESSOR to enforce any covenant or provision of this Lease Agreement, or any waiver of any right under it by the LESSOR, discharge or invalidate such covenant or provision or affect the right of the LESSOR 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 LESSOR's Corporation Counsel and shall apply only with respect to the particular act or matter involved. Nothing herein shall relieve the LESSEE from the obligation, wherever required under this Lease Agreement, to obtain the consent of the LESSOR to any other or subsequent act or matter. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

The receipt by the LESSOR 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 LESSOR and LESSEE.

16. Insurance. The LESSEE agrees, at its own expense, to maintain throughout the term hereof, and any extension or holdover period, insurance in such amounts and types of coverage as required by the Insurance Rider attached hereto as Exhibit B. The LESSOR 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 LESSOR's Corporation Counsel. The coverage shown shall comply with all requirements set out in the Rider.

The LESSEE shall not at any time 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 LESSOR with respect to the PREMISES, or which might subject the

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LESSOR 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.

17. Indemnification. The LESSEE shall indemnify, defend and save harmless the LESSOR, its employees, officials and agents 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 or in connection with: (i) any breach by the LESSEE, its agents, contractors, employees, sublessees, invitees, guests or licensees, of any covenant, requirement or condition of this Lease; (ii) the negligence, willful or wanton act or omission of the LESSEE, its agents, contractors, employees, sublessees, invitees, guests or licensees; (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 at any time.

The LESSEE's liability under this indemnification 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. 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.

Neither the LESSOR 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.

18. 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 LESSOR as to the proposed description, size, color and location of such sign. When such written consent is obtained from the LESSOR, the LESSEE agrees and covenants that all such signs shall be in accordance with all 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, at its expense, to remove all signs and to repair any and all damages caused by the same or their removal. The LESSOR shall have absolute discretion on all matters concerning signs or banners.

19. Eminent Domain. If the entire leased PREMISES is ever taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day such possession is taken and the rent shall be paid up to that day with a proportionate refund being given of such rent as may have been paid in advance.

If a part only of the PREMISES is taken under eminent domain, LESSEE shall have the right either to terminate this Lease and declare the same null and void or, subject to the LESSOR's rights of termination as set forth herein, to continue in possession of the remainder of the PREMISES. LESSEE shall notify the LESSOR in writing within thirty (30) days following the date when title vests in the taking authority. The failure

of LESSEE to so notify the LESSOR of its intention will be deemed an expression of its consent to continue in possession of the PREMISES under the terms herein set out. In the event LESSEE elects to remain in possession, all of the terms herein provided shall continue in effect, except that the rent shall be reduced in proportion to the amount of the PREMISES taken.

20. 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 LESSOR 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 LESSOR'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 LESSOR.

Conflict of Interest. No member, official, or employee of the LESSOR 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 LESSOR 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 LESSOR 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.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Brokerage. The LESSEE and the LESSOR 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 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.

Entire Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

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.

Delays. LESSEE shall not be deemed to be in default of any deadline specified hereunder if said delay or non-compliance is due solely to LESSOR's non-compliance with any required deadlines for performance of its obligations or a delay on the part of LESSOR's agents and/or employees.

Approvals. In any case where the approval of LESSOR is required, communication by the Director of its Department of Recreation and Parks is sufficient. Said approval shall be not unreasonably withheld or delayed.

Witnesseth: The LESSEE represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut and has full corporate power and authority to enter into and perform its obligations as LESSEE under this Lease Agreement.

The LESSOR and LESSEE represent to each other as follows:

A. That each has taken all necessary and proper action to has complied with all applicable legal requirements necessary to authorize, adopt, execute and deliver this Lease Agreement; to assume its responsibilities and perform its obligations hereunder; and to consummate the transactions contemplated hereby; 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.

This provision shall survive the execution of this Lease Agreement and its expiration or earlier termination.

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

FOR THE LESSOR:

Director of Recreation and Parks
125 East Avenue
City Hall, P.O. Box 5125
Norwalk, CT 06856-5125

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

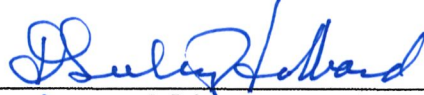
STATE OF CONNECTICUT)

) ss. Norwalk May 19, 2016

COUNTY OF FAIRFIELD)

Personally appeared, before me, John Moeling, who acknowledged himself to be the President of **NORWALK LAND TRUST, INC.**, and that he as such President of **NORWALK LAND TRUST, INC.**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

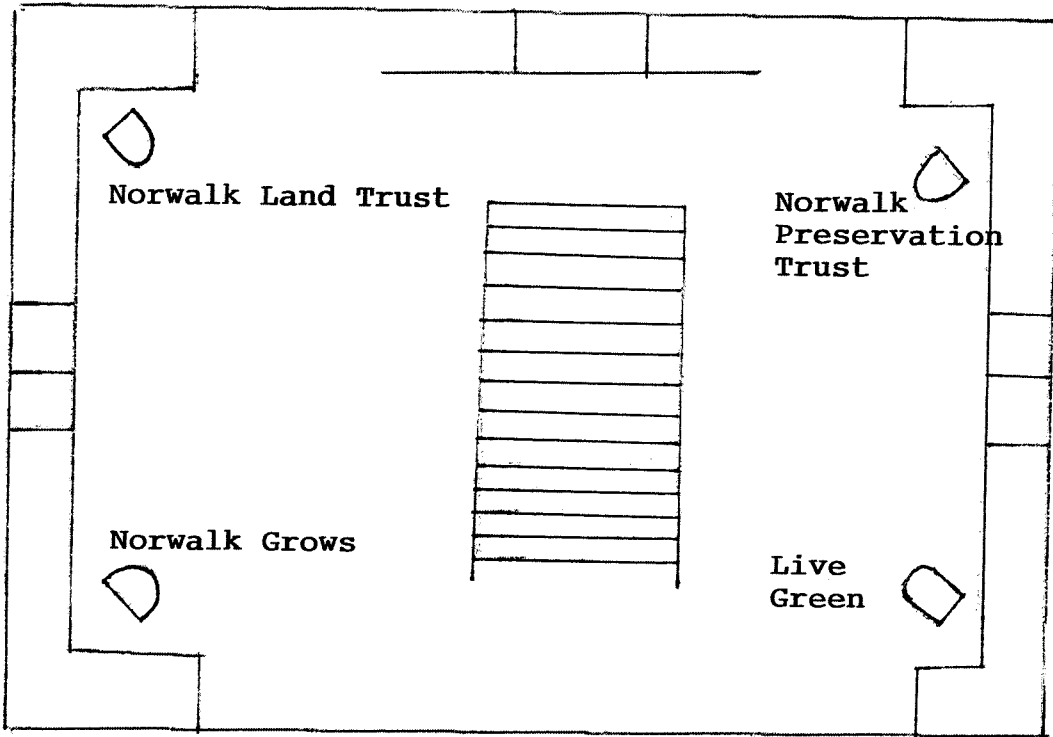
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



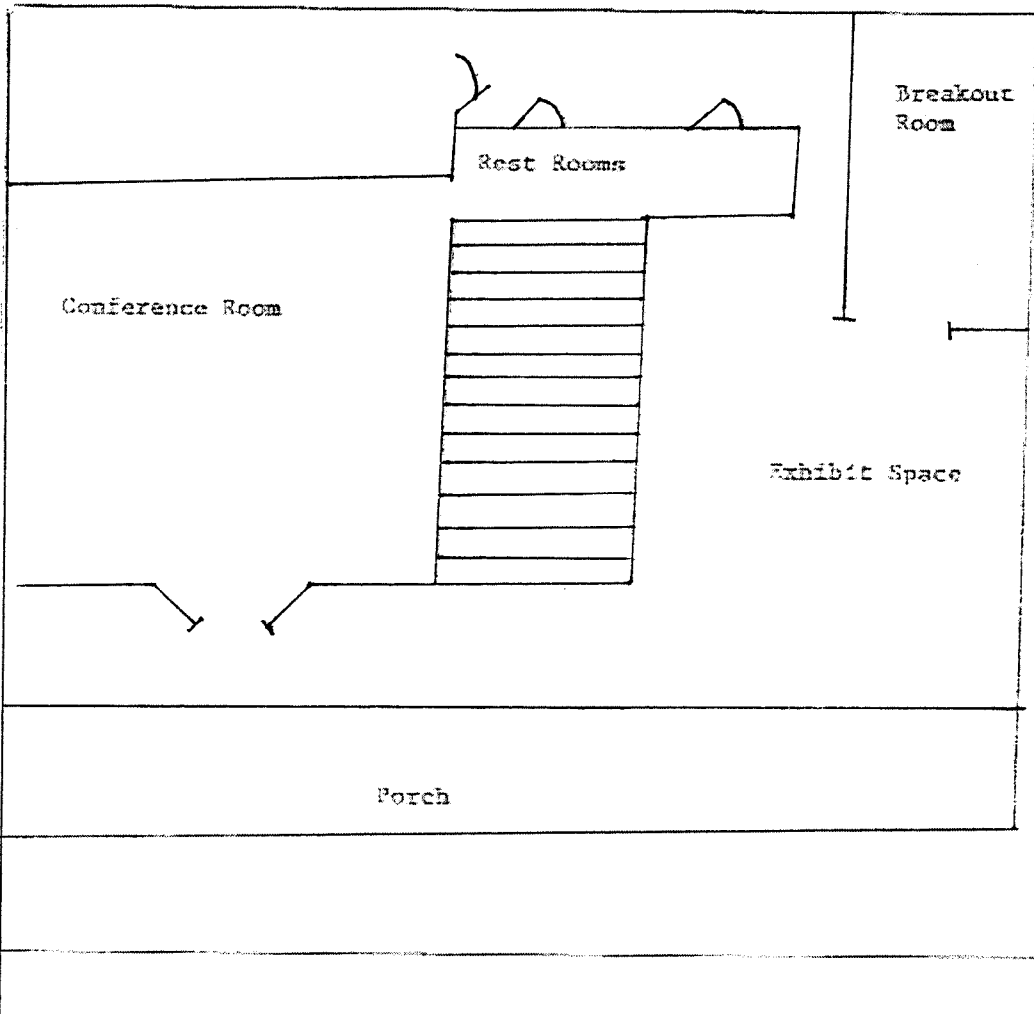
Notary Public
Commissioner of Superior Court

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By:  _____

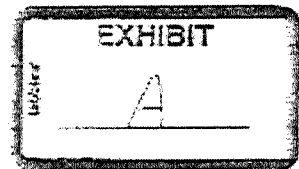


Each Area 12' x 14'
168 square feet



First Floor (Groups
can use the entire
1st Floor)

Scheduled Meetings
in Conference Room



INSURANCE RIDER

The Lessee shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Lessee's policies.

Minimum Scope and Limits of Insurance:

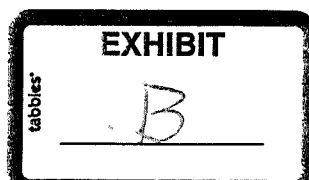
Workers' Compensation Insurance: With respect to all operations the Lessee performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Lessee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Lessee shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Lessee performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Lessee or any subcontractor or subconsultant in connection with any professional services performed under



Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Lessee is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Lessee shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Lessee's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Lessee and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Lessee's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Lessee waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Lessee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Lessee's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

**AMENDMENT OF THE LEASE AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
ASPETUCK LAND TRUST, INC.
FOR A PORTION OF FODOR FARM**

THIS AMENDMENT (“Amendment No. 1”) is made of the 1st day of December, 2025 (the “Amendment Effective Date”), by and between the **CITY OF NORWALK**, a municipal corporation organized and existing pursuant to the law of the State of Connecticut, acting herein by Barbara C. Smyth, its Mayor, duly authorized (the “Lessor”), and **ASPETUCK LAND TRUST, INC.**, a 501(c) non-stock corporation existing pursuant to the laws of the State of Connecticut, acting herein by Bill Kraekel, its President, duly authorized (the “Lessee”). The Lessor and Lessee referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Lessor and Norwalk Land Trust, Inc. (“NLT”) entered into Lease Agreement dated June 3, 2016 (the “Lease”) wherein NLT leased a portion of a 168 sq. ft. space from the Lessor on the first floor of a building located at 328 Flax Hill Road known as the Fodor Farm Main Farmhouse, a copy of which is attached hereto as **Exhibit 1**;

WHEREAS, except as otherwise defined herein, the Capitalized terms used herein shall have the ascribed to the same in the Lease;

WHEREAS, the term of the Lease expired on May 15, 2023, and thereafter, NTL remained on the Premises as a holdover tenant basis;

WHEREAS, NLT and Lessee were parties to a merger effective October 15, 2025 whereby the Lessee was the surviving corporation;

WHEREAS, the Parties desire to amend the Lease;

NOW THEREFORE, for good and value consideration, receipt of which is hereby acknowledged by the Parties, the Parties amend the Lease as follows:

1. The term of the Lease this is hereby extended through November 30, 2027 retroactive to the end of the May 14, 2023 being the end of the term extension option. The Lessee shall have one (1) option to extend the term of the Lease for a period of one (1) year continue through _____, 2028 (the "Extension Term"). Such option must be exercised by a written notice sent by the Lessee to the Lessor no less than sixty (60) days prior to the commencement of the Extension Term.

2. Section 3 is hereby amended to add the following paragraph directly following the first paragraph:

*Commencing on the Amendment Effective Date, the LESSEE covenants that it shall pay to the LESSOR as rent for the Premises, the sum of **FOUR HUNDRED FIFTY DOLLARS (\$450.00)** per month throughout the Lease term. The Lessor shall by the rent when due to the Lessor at the following address: Norwalk City Hall, Attn: Office of Building Management, P.O. Box 5125, Norwalk, CT 06856-5125.*

3. Except as otherwise provided herein, the terms of the Lease shall remain in full force and effect.

4. This Amendment No. 1 may be executed and delivered via facsimile or electronic mail by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

IN WITNESS WHEREOF, this Lease has been executed by the Lessor, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto on the day and year set forth herein.

Signed, Sealed and Delivered

in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____

Barbara C. Smyth

Its Mayor

Duly Authorized

Date Signed: _____

IN WITNESS WHEREOF, this Lease has been executed by the Lessee, acting by and through its President, who has caused the seal of his office to be affixed hereto on the day and year set forth herein.

Signed, Sealed and Delivered

in the Presence of:

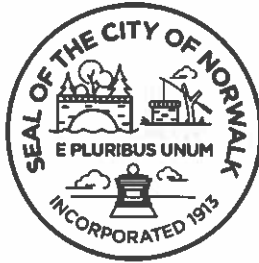
ASPETUCK LAND TRUST, INC.

Witness

Witness

By: _____
Bill Kraekel
Its President
Duly Authorized

Date Signed: _____



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 2/2/2026

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

<input type="checkbox"/>	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input checked="" type="checkbox"/>	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number)
<input type="checkbox"/>	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
<input type="checkbox"/>	6	Other, please explain:

TOTAL COST: \$100,000 MUNIS Account: 09266030 5777 C0737

VENDOR: SignPro, Inc.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	<input checked="" type="checkbox"/>	Supports	
Purchasing Agent Name	<input type="checkbox"/>	Does Not Support	Department Head Name
Date	<input type="checkbox"/>	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Robert Stowers
			Date <u>2/2/2026</u>

JUSTIFICATION:

The Norwalk Parks Department is looking to begin our park sign replacement program based on the recent masterplan of park signage. SignPro is on the GSA contract, #47QSMS24D002H

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Sign Pro, Inc.
 60 Westfield Drive
 Plantsville, CT 06479
 Ph: (860) 229-1812
 FAX: (860) 223-1812
 Web: <http://www.signpro-usa.com>

Estimate #: 67051

Created Date:	1/29/2026 12:40:00PM	Prepared For:	City of Norwalk
Salesperson:	Patrick Freer	Contact:	Ken Hughes, Administrative
Email:	pat@signpro-usa.com	Office Phone:	(203) 505-5681
Not Specified:	(860) 229-1812	Email:	khughes@norwalkct.gov
Not Specified:	(860) 223-1812	Address:	125 East Avenue
Entered by:	Patrick Freer		Norwalk, CT 06851

Description: Entrance Wayfind Signs for Park Sign Program -GSA Contract #47QSMS24D002H

	Quantity	Unit Price	Subtotal
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1	Product: Design / Setup Description: Pre-press setup fee required for creating production files and programming.	1	\$522.50	\$522.50
<p>Estimated Design Time is Based on the Initial Information Provided at the Time of the Order.</p> <p>Additional Design Time Required will be Added to the Final Invoice at an Hourly Rate of \$95/hr.</p> <ul style="list-style-type: none"> • 1 Files • 30 min Setup Time Per File. • 300 min Creative Design Time Per File. 				

	Quantity	Unit Price	Subtotal
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2	Product: Misc Description: Misc- PROJECT MANAGEMENT-Sign Pro to follow client specified design and fabricate, project manage and install to the City of Norwalk at City Park locations: (7) *G L -LARGE GATEWAY and (25) of the *G M -MEDIUM GATEWAY project signs. Sign Pro to match the IDS sign build specs and will incorporate the park name, logo, hours of operation, some symbols representing what is on-site as well as some general rules/regs along with anti-graffiti covering.	1	\$1,109.01	\$1,109.01
<ul style="list-style-type: none"> • 1 Ea., Project Management 				

	Quantity	Unit Price	Subtotal
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3	Product: Tube Frame Description: Tube Frame	7	\$3,218.32	\$22,528.24
<ul style="list-style-type: none"> • 7, 120 in (H) x 70 in (W) x 3 in (D) Tube Frame Cabinet • ALUM/SQ-3" x 3" x 0.125-6063-24' Cabinet Side 1: Decorated Face Side 2: Skin Painting • PMS 4023C Akzo Nobel Primary Paint 				

	Quantity	Unit Price	Subtotal
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4	Product: Tube Frame Description: Tube Frame	25	\$2,247.37	\$56,184.25
<ul style="list-style-type: none"> • 25, 108 in (H) x 70 in (W) x 3 in (D) Tube Frame Cabinet • ALUM/SQ-3" x 3" x 0.125-6063-24' Cabinet Side 1: Decorated Face Side 2: Skin Painting • PMS 4023C Akzo Nobel Primary Paint 				



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Plantsville, CT 06479
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Estimate #: 67051

Page 2 of 4

	Quantity	Unit Price	Subtotal
5	1	\$19,656.00	\$19,656.00
Product: Sign Installation			
Description: Installation to be performed during regular working business hours Mon-Fri 7am - 4pm			
<ul style="list-style-type: none">• 1st Crew: 12/30/1899• Service Time of 32 hr 0 min and Travel Time of 10 hr 0 min• Crew of 2, Installation Labor• Equipment :1, Dump Truck and 1, Toolcat w/ Attachments & Trailer			



Sign Pro, Inc.
60 Westfield Drive
Plantsville, CT 06479
Ph: (860) 229-1812
FAX: (860) 223-1812
Web: <http://www.signpro-usa.com>

Estimate #: 67051

Notes

SIGN PRO proposes to furnish products and services based on this estimate, the products and services to complete the above specifications for the total sum indicated and line-item verbiage for optional services. Estimates are valid for 30 days from receipt.

TERMS AND CONDITIONS:

1. **AGREEMENT:** When this estimate/contract is being signed by a duly authorized person, all provisions contained herein become integral parts of this contract and there is no other agreement or understanding or any nature concerning same unless such agreement or understanding, if any, is specifically incorporated herein.
2. **INSURANCE:** The client shall carry fire, tornado, earthquake, and all necessary insurance. Sign Pro is not liable for Acts of God. Sign Pro carries Workman's Compensation insurance on ALL employees
 - a. **INDEMNIFICATION OF SELLER:** Client shall indemnify, protect and hold harmless Sign Pro Inc., its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the signage, regardless of where, how and by whom installed. Buyer shall assume the settling of, and the defense of any lawsuits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise.
3. **PAYMENT TERMS AND CONDITIONS:**
 - 50% deposit required with signed estimate and to start production; balance due upon completion of work or delivery of goods; OR
 - Purchase Order document provided and approved by Sign Pro, Inc.; OR
 - Payment Terms: Credit Application completed, and terms and credit line approved by Sign Pro, Inc.
 - Payment can be made via Credit Card, ACH, check, bank check or cash. A credit card processing fee may apply for any transaction over \$10,000.00.
4. **SERVICE CHARGE:** If the balance of the agreement is not paid within 30 days of completion the above-mentioned warranty will be void. Service charge will be computed on Past Due balances at 1.50% PER MONTH. On all balances that go past 55 days a Mechanical Lien may be filed until payment is received.
5. **CANCELLATION:** This proposal is made for especially unique items therefore, once accepted is not subject to cancellations. The product will be produced and the only service that can be credited is for a portion of installation labor not completed once formal notice from the client is received by Sign Pro.
6. **ENFORCEMENT:** Should client fail to perform any terms of this agreement and should Sign Pro be obligated to employ an attorney to enforce performance or collection thereof, reasonable attorney fees and costs of collection shall be added to the balance due thereon.
7. **PERMITS:** The client agrees to secure all necessary governmental permits that my include and/or limited to: City, Right of Way, Encroachment, Sidewalk, Parking Meters, Traffic Control - Arrow Boards, Safety Barrels, Police Officer and or Airport Authority and/or all necessary permits from the building owner whose permission is required for the installation of the products and assumes all liability with regard to same and liability, public and otherwise, for damages caused by the products or by reason of it being on or attached to the premises. This authority can include 3rd party subcontractors. Client agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the products. Sign Pro offers the above procurement of these services to the client if the client would like Sign Pro to provide these services and agrees to pay for the services and per the verbiage and cost in the line item of the estimate. Permits procured in Sign Pro's name are not transferrable to any other party.
8. **ELECTRICAL AGREEMENT:** All necessary electrical wiring, outlets, and connections to the product from the building electrical panel will be properly provided to the product specifications and installed at the expense of the client Electrical service per the NEC 600 Electrical code is required within 5' of sign locations for final connection by SIGN PRO. If electrical is not provided at the time of installation, the electrical final connection is to be performed and paid for by others.
9. **FIELD SURVEY:** This Proposal is subject to the completion of a field survey. After the survey, if any price changes or design modifications are needed, notice will be provided in writing for approval prior to any additional work being performed.
10. **ENGINEERING AGREEMENT:** It may be deemed necessary to have the client's products design reviewed and sealed by a licensed engineer. Engineering fees are not included in the estimate/contract price unless identified in the line item and will be additional at the expense of the client. The client will be given advance notice in writing should engineering become necessary and any additional fees may apply.
11. **DELIVERY:** Sign Pro will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control. The provisions of this warranty are void.
 - a. Jobs completed on schedule, but not able to be shipped and/or installed due to delays caused by the customer will be invoiced (except shipping and installation) on schedule and demurrage charges will be incurred.
 - b. Sign Pro will not be liable for any delays in job completion caused by the customer, its subcontractors, acts of God, or inaccessibility to the job.
12. **TITLE:** Title to all materials and property covered by this contract shall remain in Sign Pro's name and shall be deemed to constitute a Sign Pro asset in which it may be attached until the purchase price is paid in full. Sign Pro is given an express security interest in said material and property both erected, non-erected, not installed or in storage notwithstanding the way such personal property shall be annexed or installed on the site or building. In the event of default by client, including, but not limited to, payment of any amounts due and payable, Sign Pro may at once (and without process of law) take possession or and remove as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and all property called for in this contract without being deemed guilty of trespass.
13. **GUARANTEE:** Sign Pro warrants the products against defective workmanship in construction and assembly for one year from date of shipment or installation, if installation is made by Sign Pro. Sign Pro shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Sign Pro must be



Sign Pro, Inc.
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 Ph: (860) 229-1812
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Estimate #: 67051

informed immediately, or the provisions of this warranty are void.

14. **INSTALLATION: PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORSEEABLE FOUNDATION OR WALL CONDITIONS ARE ENCOUNTERED.**

15. **WALL GRAPHIC EXCLUSION:** Sign Pro will warranty vinyl material to be free of manufacturing defects per manufacturer warranty. However, Sign Pro cannot definitively determine compatibility of vinyl products when applied to painted wall surfaces. Sign Pro is not liable for any paint or wall damage during application or removal of vinyl products.

16. **VEHICLE/WINDOWS ETC. GRAPHICS EXCLUSION:** Sign Pro will warranty vinyl material to be free of manufacturing defects per manufacturer warranty. However, Sign Pro cannot definitively determine compatibility of vinyl products when applied to vehicles/windows etc. with Sign Pro is not liable for any paint damage during application or removal of vinyl media. Sign Pro warrants media films based of the media manufacturers. All media is not warrantied for horizontal sun surface exposure.

17. **GRAPHIC FILM WARRANTY:** The graphic media warranty period is the period of time from the printing and of the graphic media that warrants when used in graphic means and methods per the media graphic current standards, product bulletins, and applied according to the media products standards and instruction bulletins. Sign Pro handles the warranty claims with the graphic media manufacturer. The warranty period is based on the media selected for the project.
 Sign Pro does not warranty any graphic media or installation of the client supplied media. No exceptions.

18. **SALES AND USE TAX:** Customer shall bear responsibility for payment of all sales and use tax. Sign Pro shall be entitled to revise and amend the sales tax portion of this estimate in accordance with applicable national, foreign, municipal, state, federal or other Governmental Authority requirements. Customer is responsible to make payment for any sales tax revisions or amendments to the estimate contained herein.

January 1, 2024

Estimate Total:	\$100,000.00
Subtotal:	\$100,000.00
Total:	\$100,000.00

Payment Terms: COD: All sales are payable upon delivery. New customers or existing customers without terms are required to make a 50% deposit prior to commencement of work. Invoices which are not paid promptly are subject to a 1 1/2% interest charge per month on the unpaid balance. The cost of collecting the unpaid balance will be at the expense of the customer. All signs are property of SIGN PRO, INC. and deposits will be considered rental for use of signs until payment is made in full. SIGN PRO INC. reserves the right to remove any signage for the lack of payment. A credit card processing fee may apply if paid by credit card.

Client Reply Request

Estimate Accepted "As Is". Please proceed with Order. Other: _____

Changes required, please contact me. SIGN: _____ Date: / /

RENEWAL ORDER FORM

Date: 01/23/2026
 Quote Expiration Date: 03/21/2026

Customer Information

City of Norwalk
 Mario Coppola
 mcoppola@norwalkct.org
 3028547750
 Corporation Counsel
 125 East Avenue, Norwalk, Connecticut, 6856

Renewal Period: March 22, 2026 - March 21, 2029

Net Terms: Net 30

Payment Frequency: Billed Annually

Renewal Specialist: Desiree Peck

2026-2027

Services	Quantity	Total Storage GB	Annual Total
ORGANIZE ORGANIZE includes the NetDocuments DM platform, ndMail and OCR Active Monitoring	8	240	USD 9,554.72
CollabSpaces Includes unlimited External Users	8	0	USD 922.56
Total:			USD 10,477.28

2027-2028

Services	Quantity	Total Storage GB	Annual Total
ORGANIZE ORGANIZE includes the NetDocuments DM platform, ndMail and OCR Active Monitoring	8	240	USD 10,032.40
CollabSpaces Includes unlimited External Users	8	0	USD 968.64
Total:			USD 11,001.04

2028-2029

Services	Quantity	Total Storage GB	Annual Total
ORGANIZE ORGANIZE includes the NetDocuments DM platform, ndMail and OCR Active Monitoring	8	240	USD 10,634.24
CollabSpaces Includes unlimited External Users	8	0	USD 1,026.72
Total:			USD 11,660.96

TERMS AND CONDITIONS

This Multi-Year Renewal Order Form("Order Form") is binding between Customer and NetDocuments(each as defined on the signature page attached to this Order) as of the date of the last signature below and subject to the terms contained herein.

1. **Miscellaneous Terms and Conditions.** This Order Form is incorporated by reference into and governed by the terms of the Software as a Service Agreement or other master agreement document, by whatever name and regardless of whether the terms are online or not, that controls Customer's access to and use of NetDocuments Services (the "Agreement")

2. **Services Term.** Multi-Year Renewal Term. The renewal term of Customer's subscription to the Services in this Order shall commence on the Billing Commencement Date and shall continue for a period of 3 Years (the "Renewal Term"). This contract is non-cancellable during the Renewal Term. At the completion of the Multi-Year Renewal Term, this Order will auto-renew for consecutive annual terms unless either party gives the other party notice in writing that it declines to renew at least 30 days prior to the end of the then-current Renewal Term.

3. **Billing and Payment Terms.**
 - a. **Internal Users.** Customer may subscribe for additional Internal Users of any NetDocuments Service listed herein for the then-current price for Customer's existing Internal Users of that respective Service. During the Multi-Year Renewal Term, Customer may not reduce the number of subscribed licenses. License count reductions may only occur at the end of the Multi-Year Renewal Term.

 - b. **Services.** Customer may purchase additional Services, however the number of Internal Users of any additional Service must always be equivalent to the number of NetDocuments DM Internal Users subscribed by Customer. During the Multi-Year Renewal Term, Customer may not remove products or services. Removal of products and services may only occur at the end of the Multi-Year Renewal Term.

 - c. **Billing Frequency.** NetDocuments will invoice Subscription Fees Annually in advance.

 - d. **Invoices.** On the Billing Commencement Date, NetDocuments shall invoice Customer the applicable Subscription Fees according to the terms of the relevant Order. Customer shall pay all invoices within 30 days of the invoice date. Failure to pay undisputed amounts within 60 days of the invoice due date will constitute a material breach of the Agreement.

4. **Additional Terms.** Except as expressly set forth in this Order Form, all other terms and conditions of the Agreement shall remain in effect and unchanged.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have read, understood, and agree to be bound by the terms of this Multi-Year Renewal Order Form, which is effective as of the date of the last signature

Memorandum

From: Darin L. Callahan, Assistant Corporation Counsel

To: Mayor Barbara C. Smyth
Members of the Common Counsel, Public Safety and General Government
Committee

Cc; Mario Coppola, Corporation Counsel
Jeff Spahr, Deputy Corporation Counsel

Date: January 30, 2026

Re: Extension of Document Management Software, NetDocuments

.....

The City’s Law Department utilizes a document management system known as “*Net Documents*” to departmentally warehouse all its electronic documents. This includes everything from emails, draft legal documents, executed contracts, etc. . . The Law Department wishes to renew its Net Documents’ subscription for a period of three years.

Background: The Law Department originally utilized Worldox as its document management provider for eight years. Prior to engaging Worldox, the Law Department did not have an electronic document management system. All department files were managed with a physical filing system.

In the Fall of 2022 that Worldox was acquired by a competitor, Net Documents.

<https://www.netdocuments.com/press-releases/netdocuments-acquires-worldox#:~:text=NetDocuments%2C%20the%20most%20trusted%20cloud%20platform%20where%20legal,legal%20technology%20landscape%20for%20more%20than%2030%20years.>

As a result of the acquisition, the Worldox platform was no longer available as of summer of 2023. The Law Department was granted a sole source procurement exception to transition on to the NetDocuments platform from the Purchasing Agent given the circumstances.¹

Conclusion:

¹ The Law Department’s assessment at the time was that NetDocuments offered a document management solution that would make the transition from the existing Worldox platform to the Net Documents platform efficient, manageable and seamless, and put the Law Department in the best position to avoid disruption in services as a result of migrating to a new documents management system. In light of the forgoing and given the very little advance notice of the acquisition and the short period of time before the WorldDox software would go dark, the Purchasing Agent deemed the procurement as qualifying for the sole source exemption.

The Law Department's initial three-year term with NetDocuments ends on March 21, 2026. The Law Department wishes to renew our NetDocuments subscription for a period of three years on a sole source / continuity of critical work tools basis. The Purchasing Agent has deemed the renewal as a qualifying sole source procurement.²

Proposed Action: AUTHORIZE THE MAYOR, BARBARA C. SMYTH TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS TO EXTEND THE TERM OF THE LAW DEPARTMENT'S DOCUMENT MANAGEMENT SOFTWARE, "NETDOCUMENTS" FOR A PERIOD OF THREE YEARS, IN THE AMOUNT OF \$10,477.28 YEAR 1, \$11,001.04 YEAR 2, AND \$11,660.96 YEAR 3, ON A SOLE SOURCE PROCURMENT BASIS.

² See Attached Non-Competitive Procurement Justification Form.



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 01/30/2026

DEPARTMENT: Law Department

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

<input checked="" type="checkbox"/>	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
<input type="checkbox"/>	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
<input type="checkbox"/>	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
<input type="checkbox"/>	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
<input type="checkbox"/>	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
<input type="checkbox"/>	Other, please explain:

TOTAL COST: \$10,477.28 Yr 1, \$11,001.04 Yr 2, AND \$11,660.96 Yr 3 MUNIS Account: _____

VENDOR: NetDocuments

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	X	Supports	<i>Darin Callahan</i>
Purchasing Agent Name		Does Not Support	Department Head Name
Sharon Conners		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Darin Callahan
Date	X		Date

JUSTIFICATION:

1. Initial Procurement was on a sole source exception basis. We originally utilized Worldox as our document management provider for eight years. In the Fall of 2022 that Worldox was acquired by a competitor, Net Documents. As a result of the acquisition, the Worldox platform was no longer available as of summer of 2023. The Law Department was granted a sole source procurement exception to transition on to the NetDocuments platform from the Purchasing Agent given the circumstances.

Basis: The Law Department's assessment at the time was that NetDocuments offered a document management solution that would make the transition from the existing Worldox platform to the Net Documents platform efficient, manageable and seamless, and put the Law Department in the best position to avoid disruption in services as a result of migrating to a new documents management system. In light of the forgoing and given the very little advance notice of the acquisition and the short period of time before the WorldDox software would go dark, the Purchasing Agent deemed the procurement as qualifying for the sole source exemption.

2. NetDocuments is a critical operation tool of the Law Department. Continuity of critical systems is of paramount concern to avoid operational disruption. Secondly, renewal avoids front end migration costs.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency