

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: November 13, 2018

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Peter Franz, Bike Walk Commission

APPOINTMENTS: Christina T. Bisceglie, Bike Walk Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

1. Appointment of Darin Callahan as Assistant Corporation Counsel.

EXECUTIVE SESSION

2. Appointment of Christie Jean, Esq. as Assistant Corporation Counsel.

EXECUTIVE SESSION

3. Election of the Common Council President.

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Norwalk v. Hanover Insurance Company **EXECUTIVE SESSION**
2. Authorize the Mayor, Harry W. Rilling, to execute the Agreement for Use of 334 Wilson Ave for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses.

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with John Bysiewicz for the use of Calf Pasture Beach for Project Purple to be held Saturday, May 11, 2019 from 8:30 AM – 10:30 AM with set-up to begin at 6:30 AM and tear down no later than 10:30 AM. Estimated attendance 250.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Achilles International for the use of Shady Beach and Taylor Farm for their Lighthouse to Lighthouse Race to be held Saturday, September 14, 2019 and Sunday, September 15, 2019 from 9:30 AM – 4:00 PM. Set up to take place starting on Friday, September 13, 2019 at Taylor Farm for Rig set up to begin at 12:00 Noon – 8:00 PM. Set up for Race to begin at 6:00 AM on Saturday, September 14, 2019 and Sunday, September 15, 2019 with tear down no later than 8:00 PM on Sunday, September 15, 2019. Estimated attendance Friday, September 13, 2019 – 50, Saturday, September 14, 2019 – 225, Sunday, September 15, 2019 – 150.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with The Maritime Aquarium/Keep America Beautiful for the use of Oyster Shell Park for the Maritime Aquarium/Keep America Beautiful Plogging 5K Event to be held Sunday, June 9, 2019 from 8:30 AM – 12:00 Noon. Set up to begin at 7:30 AM with tear down no later than 1:00 PM on Sunday, June 9, 2019. Estimated attendance 300.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Rowayton School PTA for their use of Rowayton Elementary School Field for the Rowayton Carnival to be held Friday, May 10, 2019 from 5:00 PM – 8:00 PM and Saturday, May 11, 2019 from 10:00 AM – 8:00 PM. Set up to begin at 7:00 AM on Wednesday, May 8, 2019 with tear down no later than 9:00 AM on Sunday, May 12, 2019.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

BIKE WALK COMMISSION

M/C

Nrwlk Code 20-01

CHRISTINA T. BISCEGLIE (D)

80 County Street, 1A
Norwalk, CT 06851

Term Expires 06/30/2019

Replaces Peter Franz

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

Mayor Rilling called the meeting to order at 7:3 p.m. and led the Assembly in reciting the Pledge of Allegiance.

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

I. ROLL CALL

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

Council at Large:	Mr. Gregory Burnett Mr. Michael Corsello Ms. Barbara Smyth	Mr. Nicholas Sacchinelli Mr. Douglas Stern
District A:	Ms. Eloisa Melendez	Mr. Chris Yerinides
District B:	Mr. Ernest Dumas	Mr. Travis Simms (7:37 P.M.)
District C:	Mr. John Kydes	Ms. Beth Siegelbaum
District D:	Mr. Douglas Hempstead	Mr. George Tsiranides
District E:	Mr. John Igneri	Mr. Thomas Livingston

At Roll Call there were fourteen (14) Common Council members present and one (1) absent (Mr. Simms)

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

II. ACCEPTANCE OF MINUTES

October 23, 2018

**** MR. IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED WITH TWO (2) ABSTENTIONS (MR. LIVINGSTON
AND MR. SACCHINELLI)**

III. PUBLIC PARTICIPATION

There were no members of the public present this evening who wished to speak.

IV. MAYOR

RESIGNATIONS:

Mayor Rilling announced the following resignations:

Greg Brasher, Zoning Board of Appeals (alternate)
Andrew T. Conroy, Zoning Board of Appeals (alternate)

APPOINTMENTS:

Mayor Rilling announced the following appointments:

Greg Brasher, Zoning Board of Appeals (regular)

**** MR. SACCHINELLI MOVED TO APPROVE THE APPOINTMENT OF
GREG BRASHER TO THE ZONING BOARD OF APPEALS (REGULAR)**

Mr. Sacchinelli spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

Andrew T. Conroy, Zoning Board of Appeals (regular)

**** MR. HEMPSTEAD MOVED TO APPROVE THE APPOINTMENT OF
ANDREW T. CONROY TO THE ZONING BOARD OF APPEALS
(REGULAR)**

Mr. Hempstead spoke in support of the appointment. Mayor Rilling also thanked Mr. Conroy for his willingness to volunteer his time.

**** MOTION PASSED UNANIMOUSLY**

Chris Gavrielidis, Zoning Board of Appeals (alternate)

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF CHRIS GAVRIELIDIS TO THE ZONING BOARD OF APPEALS (ALTERNATE)**

Mr. Kydes spoke in support of the appointment. He said Mr. Gavrielidis runs several successful businesses in Norwalk; he's known him a long time and he is a life long resident

Mayor Rilling said Mr. Gavrielidis is a responsible business person.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

Mayor Rilling announced the reappointment of Ms. Daisy Franklin to the Fair Housing Advisory Commission.

**** MR. DUMAS MOVED TO APPROVE THE REAPPOINTMENT OF MS. FRANKLIN TO THE FAIR HOUSING ADVISORY COMMISSION**

Mr. Dumas spoke in support of the reappointment and said she did a great job in the past and the Fair Housing Advisory Commission would like to have her back.

Mr. Burnett also spoke in support and said Ms. Franklin is a local advocate for Norwalk at the local and state level.

**** MOTION PASSED UNANIMOUSLY**

Mr. Simms joined the meeting at 7:37 p. m.

MAYOR'S REMARKS

Mayor Rilling congratulated Mr. Simms and Mr. Sterns on their recent elections and thanked them for their service on the Common Council.

The Norwalk High School marching band became national champions. The students are very dedicated and so are the parents who support them.

The annual Thanksgiving interfaith event will be held on Monday, November 19th at 7:00 p.m. at Temple Beth El

For the last 23 years, Mr. and Mrs. Dumas have hosted people from the community on Thanksgiving Day at 98 S. Main Street. Last year they served 260 people.

V. **COUNCIL PRESIDENT**

GENERAL COUNCIL BUSINESS

Mr. Kydes spoke about the moving experience he had at the Veterans' ceremony. Mayor Rilling said the keynote speaker, Mr. Jeff DeWitt brought to his attention the inadequacy in helping guide Veterans to obtain services. As a result, Mayor Rilling formed a Veterans Liaison Committee with Mr. DeWitt as chair.

CONSENT CALENDAR

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

CORPORATION COUNSEL

6A1

6A2

RECREATION, PARKS AND CULTURAL AFFAIRS

7A1

7A2

PLANNING COMMITTEE

7B1

HEALTH, WELFARE AND PUBLIC SAFETY

7C1

LAND USE AND BUILDING MANAGEMENT

7D1

FINANCE COMMITTEE

7E1

7E2

7E3

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

CORPORATION COUNSEL

- 1. AUTHORIZATION FOR DISCUSSION: ALLSTATE
SUBROGATION CLAIM (INSURED: SHELDON WILLIAMS)
AGAINST CITY OF NORWALK, CIRMA CLAIM NO. 0148573
EXECUTIVE SESSION**
- 2. AUTHORIZATION TO SETTLE CLAIM: NANCY TEGAN V. CITY
OF NORWALK, ET AL., FBT-CV-17-6065074-S EXECUTIVE
SESSION**

VII. COMMON COUNCIL COMMITTEES

**A. RECREATION, PARKS AND CULTURAL AFFAIRS
COMMITTEE**

- 1. RESCIND ITEM NO VII.A.2 ON THE COMMON COUNCIL
AGENDA OF OCTOBER 9, 2018 WHICH READ AS FOLLOWS:**

**AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER
INTO AN AGREEMENT WITH LANDTECH CONSULTANTS,
INC. FOR THE DESIGN SERVICES FOR PROJECT #3860 WEST
ROCK MIDDLE SCHOOL ATHLETIC FIELD DESIGN
SERVICES, FOR A SUM NOT TO EXCEED \$80,000. ACCOUNT
#0916030-5777-C0631**
- 2. NEW ACTION AUTHORIZATION REQUEST:**

**AUTHORIZE THE MAYOR, HARRY WL RILLING TO ENTER
INTO AN AGREEMENT WITH LAND-TECH CONSULTANTS,
INC. FOR THE DESIGN SERVICES FOR PROJECT #3860 WEST
ROCKS MIDDLE SCHOOL ATHLETIC FIELD DESIGN
SERVICES, FOR A SUM NOT TO EXCEED \$80,000. ACCOUNT
#0916030-5777-C0631**

B. PLANNING COMMITTEE

- 1. APPROVE THE PROPOSED CAPITAL BUDGET FAÇADE
IMPROVEMENT GRANT PROGRAM GUIDELINES REVISIONS
TO ALLOW FOR GRANT APPLICANTS TO APPLY FOR
TEMPORARY BRIDGE FUNDING IN AN AMOUNT NOT TO
EXCEED THE AMOUNT OF THE AWARD OF THE MATCHING**

REIMBURSABLE GRANT AND CAPPED AT \$50,000.00 FOR A PERIOD NOT TO EXCEED 6 MONTHS

C. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO APPROVE AND SIGN THE REVISED JUVENILE REVIEW BOARD (JRB) AGREEMENT BETWEEN THE CITY OF NORWALK AND TOWN OF WESTPORT PREVIOUSLY APPROVED ON JUNE 12, 2016. WESTPORT WILL PAY NORWALK ON A PER CASE BASIS IN THE AMOUNT OF \$1,500.00 PER CASE FOR PROVISION OF JRB PROGRAM AND SUPPORT SERVICES**

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE AN AMENDMENT TO CONSTRUCTION SOLUTIONS GROUP, LLC'S CONTRACT TO PROVIDE ADDITIONAL STAFFING FOR PROGRAM MANAGEMENT SERVICES FOR SCHOOL CONSTRUCTION PROJECTS IN AMOUNTS NOT TO EXCEED THE FOLLOWING BASED ON STAFFING NEEDS:**

FISCAL YEAR 2018/2019 \$ 87,276.00

FISCAL YEAR 2019/2020 \$141,438.00

FISCAL YEAR 2020/2021 \$ 18,500.00

FUNDS ARE AVAILABLE IN ACCOUNT #09175010 5777 C0585

E. FINANCE COMMITTEE

- 1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: NOVEMBER 8, 2018**
- 2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED NOVEMBER 8, 2018**
- 3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: OCTOBER 31, 2018**

**** MOTION PASSED UNANIMOUSLY**

FINANCE COMMITTEE

**** MR. BURNETT MOVED TO AUTHORIZE A SPECIAL CAPITAL APPROPRIATION IN THE AMOUNT OF \$1,000,000 TO INCREASE THE AVAILABLE FUNDS IN THE STORM WATER QUALITY MANAGEMENT PROJECT, ACCOUNT 09194027-5777-C0425, AND AUTHORIZING THE ISSUANCE OF \$350,000 OF UNISSUED BOND AUTHORIZATION OF THE KEELER BROOK CAPITAL PROJECT 09134027-5777-C0395**

Mr. Robert Barron explained that this is a request for a special capital appropriation to bring about improvements to the storm water system design.

Mr. Chris Torre explained that there were storm events over the past few months. He said the funding will not be used for tidal flooding; it is more for the in-land areas. Mayor Rilling said the plan is to identify areas with the most severe flooding. He added that he met with Ms. Burns and Mr. Torre this morning; there are serious issues because the infrastructure is very old and inadequate. Mr. Torre listed the streets and Mr. Hempstead asked for a copy of that list. Mr. Kydes said he was happy to see that the City is being proactive and addressing the flooding issue.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 8:00 p.m.

ATTEST: _____
Donna King, City Clerk

CHRISTINA T. BISCEGLIE

80 County Street, 1A
Norwalk, CT 06851
(203) 854-9723



QUALIFICATIONS:

- Excellent interpersonal skills for collaborative working relationships.
- Strong advocate of positive change, performance excellence and continuous improvement.
- Highly analytical with a strict attention to detail and accuracy.
- Culturally competent
- Working knowledge of the Spanish language
- Successful history of assisting, supporting youth and their families

WORK EXPERIENCE:

1995 - Present

STAMFORD PUBLIC SCHOOLS, Stamford, CT
HIGH SCHOOL GUIDANCE COUNSELOR

- Leadership role. Helped start and build inter-district public magnet high school Program Development, Curriculum input
100 of hours of professional development, curriculum, instruction, differentiated learners, Award winning, school to Career, Nominee for Stamford Education Foundation Best educator in SPS. Recognized for bringing college, career social development program Naviance to the district Assist students with any needs that arise in a school day. Advocating, resourceful for both children, teachers, administration, families.
Assist students with course selection and career counseling.
- Function as coach and mentor to encourage students to achieve academic excellence.
- Provide substance abuse counseling and crisis intervention.
- Establish educational partnerships between students, teachers, administrators and parents.
- Combine academic counseling, career direction, discipline and behavioral modification to achieve a balanced approach to student development.
- Key catalyst in the start-up of an information technology curriculum.
- Liaison with several community agencies, including but not limited to CT DCF, Mid Fairfield Child Guidance, Exchange Program, St Luke's Life Works, Domus AIC, Stamford Juvenile Probation, and Stamford Police, Kids In Crisis Counselor
- Formed the Stamford Coalition For Respect. District Initiative to support LGBT youth and their parents
- Planned, hosted several forums with Internationally recognized speaker for LGBT youth at all four SPS high schools

2002 - 2013

NORWALK COMMUNITY COLLEGE, Norwalk, CT
REFERENCE LIBRARIAN

- Assist students with research using internet searches, electronic resources and database access through booth individual and classroom instruction.
- Participate in reference and collection development while working directly with the faculty.
- Provide patrons with bibliographic instruction and database searches.
- Work in collaboration with library staff, instructors and students to facilitate information gathering and research.
- Utilize various resources, including medical information, online tutorials, web-based course offerings, and collaborative teaching with college faculty.
- Selected to maintain electronic content resources and update/deliver advanced reference assistance.

1995 - 1999

CONNECTICUT RENAISSANCE, Norwalk, CT
PSYCHO-EDUCATIONAL COUNSELOR

- Worked with court referred substance abuse clients as an alternative to incarceration.
- Directed a ten week psychosocial educational group to facilitate the return of clients to a mainstream environment.

DUI GROUP FACILITATOR

- Mandated clientele by CT courts for DUI violation, ten week educational group.

1992 - 1995

CITY OF NORWALK, *Social Services*, Norwalk, CT

CASE MANAGER/TEAM SUPERVISOR

- Functioned as a job coach/career counselor to assist clients with job skills and meaningful employment.
- Developed partnerships with area businesses and non-profits to create job opportunities. Referral to substance abuse treatment facilities around the state.

1978 - 1981

FORDHAM UNIVERSITY LIBRARY AND LAW LIBRARY, New York, NY

ACQUISITION DESK AND PERIODICALS ASSISTANT

- Registered and distributed materials and assisted students with research.

EDUCATION:

SOUTHERN CONNECTICUT STATE UNIVERSITY, New Haven, CT

Master of Library Science, Connecticut Certified School Media Specialist, 2001

FAIRFIELD UNIVERSITY, Fairfield, CT

60 Credit Master of Arts in EDUCATION, Dual Certification - Agency and School Counseling, 1993

FORDHAM UNIVERSITY, New York, NY

Bachelor of Arts in PSYCHOLOGY

COMMUNITY/VOLUNTEER WORK:

- Fundraising for Multiple Sclerosis Bike Ride 2001- 2005
- Paul Newman's Hole in the Wall Gang Camp – Angel Ride- Raised over \$1,000 two-day bike ride
- Committee for Marginalized People 2005 Norwalk Chief of Fire and members of the City of Norwalk Human Service
- Bike New York – Taught children how to ride bicycles with “balance” method.
- Harlem NYC and Rockaways
- Rockaway Waterfront Alliance –Superstorm Sandy Relief efforts. 2012
- Assisted with grant reading for WorkPlace Inc. Youth employment program 2015
- League of Women Voters – Norwalk Chapter. Steering Committee member. Secretary. 2013-2018
- St. Philips Church – Norwalk CT – Usher 2016-2018
- Norwalk NAACP – Executive Board Member 2016-2018

AFFILIATES:

- American School Counselor Association
- League of Women Voters
- National Association of Colored People (NAACP)

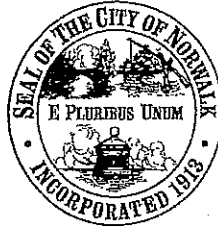
Awards:

References available upon request

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. Box 5125
NORWALK, CONNECTICUT 06856-5125



V. A. 2

TEL: (203) 854-7750

FAX: (203) 854-7901

November 15, 2018

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut 06851

**Re: Agreement - Use of 334 Wilson Avenue for Eversource Maintenance Project
and Use of 319 Wilson Avenue for Alternate Space for Buses**

Dear Ladies and Gentlemen:

As you know, Eversource is in the process of conducting major maintenance on its electrical infrastructure throughout the City of Norwalk. Part of this maintenance affects 332-334 Wilson Avenue, Norwalk, Connecticut (the "334 Property") out of which our school bus company, First Student, Inc. ("First Student") operates.¹

Eversource's planned maintenance project includes replacement of underground cable facilities (the "Project"), which will involve various work tasks for which Eversource's contractors will need to use and occupy portions of the 334 Property (where it has an Easement) over the course of approximately 25 days.² The BOE wasn't notified of the Project until approximately two weeks prior to the date they planned to commence work. Since that time, I on behalf of the City and the BOE, and in coordination with Thomas Hamilton and Johanna Zanvettor, have been working with Eversource and other stakeholders (i.e. - First Student and Wilson) to put an agreement in place designed to limit any interruption to First Student's school busing operations and our school system, and address liability / risk allocations issues.

¹ First Student is a sub-tenant of the City and BOE. The City and BOE leases the 334 Property from 332 Wilson Avenue, LLC (the "Wilson").

² Eversource has a perpetual easement and right of way for its existing underground transmission line facilities (which include underground cables, associated duct banks and splice vaults) that are installed under the 334 Property (the "Easement").

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
November 15, 2018
Page 2

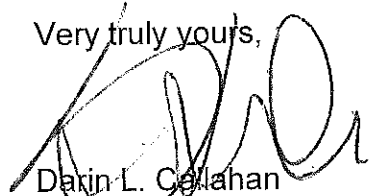
The product of these (often contentious and hard fought negotiations) is the Agreement attached entitled "Agreement - Use of 334 Wilson Avenue for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses" (the Agreement") which will be back dated to the date work was commenced (November 3, 2018) to cover risk arising while the parties negotiated the terms of the agreement. The Agreement has been approved by Eversource and First Student's counsel. The Agreement is being presented for approval by the BOE during its regular meeting on November 20, 2018.

Based on the foregoing, I am recommending that the Common Council approve the Agreement for execution with the following Authorization:

Authorize the Mayor, Harry W. Rilling, to execute the "Agreement - Use of 334 Wilson Avenue for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses" (the "Agreement") by and between the City of Norwalk, the Norwalk Board of Education, First Student, Inc., and Connecticut Light and Power Company d/b/a Eversource Energy, and the "Side Letter Agreement" annexed to the Agreement as **Exhibit 1**.

If you have any questions or concerns, please contact me at 203-854-7915.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Darin L. Callahan', is written over a faint, circular official stamp.

Darin L. Callahan
Associate Corporation Counsel

Agreement - Use of 334 Wilson Ave for Eversource Maintenance Project and Use of 319 Wilson Avenue for Alternate Space for Buses

This Agreement is made as of the 2nd day of November, 2018 by and between the City of Norwalk, a municipal corporation located in the County of Fairfield and State of Connecticut (the "City"), the Norwalk Board of Education, a public school district located in the County of Fairfield and State of Connecticut (the "Board"), First Student, Inc., a Delaware corporation having an office in the City of Cincinnati, State of Ohio ("First Student") and The Connecticut Light and Power Company d/b/a Eversource Energy, a specially chartered corporation having an office in the Town of Berlin, County of Hartford and State of Connecticut ("Eversource").

WITNESSETH:

WHEREAS, the City and Board are lessees and joint tenants, of the property at 332-334 Wilson Avenue, Norwalk, Connecticut (the "334 Property") owned by 332 Wilson Avenue, LLC and the City and the Board sub-lease the 334 Property for student school bus transportation purposes to their sub-tenant First Student; and

WHEREAS, Eversource has a perpetual easement and right of way, for its existing underground transmission line facilities (which include underground cables, associated duct banks and splice vaults) that are installed in the 334 Property, which is recorded in the City of Norwalk Land Records in Volume 513 at Page 176 (the "Easement"); and

WHEREAS, Eversource has a planned maintenance project that includes replacement of underground cable facilities (the "Project"), which will involve various work tasks for which Eversource's contractors will need to use and occupy portions of the 334 Property; and

WHEREAS, Eversource, the City, the Board, and First Student seek to avoid whenever possible, and otherwise minimize the impact to the City, the Board, and the First Student's

school bus transportation operations at the 334 Property from the Project work and to also allow such work to proceed in a safe and orderly fashion; and

WHEREAS, Eversource owns property at 319 Wilson Avenue, Norwalk (the “Eversource Property”) that is diagonally across the street from the 334 Property; and

WHEREAS, Eversource has proposed that the City, the Board and First Student use the Eversource Property for parking, staging and storage of First Student’s school buses to compensate for Eversource’s use and occupation of portions of the 334 Property during the Project work; and

WHEREAS, the City, the Board, and First Student have agreed to use the Eversource Property for parking, staging and storage of up to, but not to exceed, fifteen (15) of First Student’s buses in accordance with the terms below.

NOW THEREFORE, Eversource, the City, the Board and First Student agree as follows:

1. Eversource’s Contractor’s use and occupation of the 334 Property during the Project work shall comply with all applicable Eversource standards and requirements. In addition, while on site at the 334 Property, Eversource shall, and shall cause its employees, agents, contractors and subcontractors, to comply with all applicable laws and regulations, Eversource’s Contractor Work Rules and Eversource’s Best Management Practices (Environmental Requirements). Eversource and its contractor shall use all reasonable efforts to perform the work in accordance with the dates and times set forth in the Work Schedule in the Side Letter Agreement (the “Work Plan”) annexed hereto as **Exhibit 1** and incorporated by reference herein, and the associated Work Site Areas as identified in the Work Site Map annexed hereto as **Exhibit 2** and incorporated by reference herein. If, notwithstanding such efforts, unforeseen circumstances arise that delay or impact the work such that the work cannot be completed in accordance with the Work

Schedule and the associated Work Site Areas, the parties will work together in good faith to incorporate reasonable revisions to the Work Schedule and the associated Work Site Areas to allow completion of the work.

2. During the dates and times of use and occupation of the 334 Property by Eversource, First Student shall not park its buses in the applicable restricted parking areas as identified in the map annexed hereto as **Exhibit 2** and incorporated by reference herein. Notwithstanding the foregoing, First Student shall at all times be able to safely operate and maneuver its buses around the entire building on the 334 Property as well as access its fueling station on said property. It is understood and agreed that First Student's school bus transportation operation, and the Norwalk Public School Transportation Program, depends upon the timely mobilization of the First Student bus fleet in and out of the 334 Property during weekday mornings and afternoons while school is in session, and that at all times Eversource's contractors shall make all reasonable efforts to avoid interruption of said mobilization activities, including (without limitation) concerning ingress and egress of the buses from the 334 Property.

3. The 334 Property is made available to Eversource and Eversource's contractors on an "AS IS" "WHERE IS" basis and First Student makes no warranty of representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, suitability or fitness for a particular purpose.

4. During the dates and times of use and occupation of the 334 Property by Eversource's contractors, First Student shall have exclusive use of the Eversource Property for parking, staging and storage of its buses (for up to 15 buses). Eversource shall make improvement to the Eversource Property as set forth in the Work Plan.

5. Eversource shall reimburse the First Student for all its reasonable and documented business interruption expenses caused by Eversource's use and occupation of the 334 Property. These expenses may include, but are not limited to, the following categories of business interruption expenses: snow removal costs at the Eversource Property; incremental snow removal costs at the 334 Property for cost of removing snow off of the 334 Property; incremental additional costs for refueling operations resulting from parking, storage and staging of buses at the Eversource Property; and increased labor costs due to the movement of buses from lot to lot; and any liquidated damages reasonably assessed due to delays or disruptions caused solely by the Project Work.

6. During the dates and times of use and occupation of the 334 Property by Eversource, Eversource shall provide at its sole cost and expense, police personnel for security, safety, traffic purposes as more specifically set forth in the Side Letter Agreement.

7. Upon expiration of the use and occupancy by Eversource of the 334 Property, to the extent that the Project work and/or Eversource's and its contractors' associated activities have caused any damages to the 334 Property, Eversource shall restore the 334 Property to the condition existing prior to commencement of this Project.

8. Eversource shall indemnify, defend and hold harmless the City, the Board, First Student, and their respective officials, employees, agents, directors, boards, officers and representatives (each, an "Indemnified Party" and collectively, "Indemnified Parties"), from and against any and all claims, damages, costs and liabilities of any nature or kind, including reasonable attorney's fees, that may arise out of, or relate to (a) the negligent, willful or wanton acts or omissions of Eversource, its employees, agents, contractors, subcontractors, and invitees of Eversource who are at the 334 Property at the request of Eversource; (b) the Project work at

the 334 Property (c) the use and occupancy of the Eversource Property by the City and First Student as described herein; (d) any mechanic's liens brought or filed against the 334 Property in connection with the Project by any contractors or subcontractors of Eversource; and (e) the use, generation, storage, treatment, release, on- or off-site disposal or transportation of a Hazardous Substance (defined below in this Section 6) on, into, from, under or about the 334 Property caused or permitted by Eversource, its employees, agents, contractors, subcontractors, or invitees in connection with the Project. This indemnity shall not be limited by any insurance coverage provided, or any term or condition of this Agreement, other than as set forth in this Section 8. This indemnity shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, the obligation for Eversource to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claims, damages, costs or liabilities to the extent caused by the negligence or intentional misconduct of any one or more of the Indemnified Parties; provided that the foregoing limitation shall not in any way alter the rights and obligations of the parties with respect to the apportionment of liability under applicable comparative negligence law; and provided further that Eversource's obligation to indemnify, defend and hold harmless the Indemnified Parties set forth in this Section shall not apply to any claim, damage, cost or liability if the negligence and/or intentional misconduct of one or more of the Indemnified Parties (individually or collectively) constitutes more than fifty percent (50%) of the cause of such claim, damage, cost or liability.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Connecticut, or the United States government. "Hazardous Substance" includes any and all material or substances that are

defined as “hazardous waste,” “extremely hazardous waste” or a “hazardous substance” pursuant to State of Connecticut, federal or City of Norwalk governmental law. “Hazardous Substance” also includes asbestos, polychlorobiphenyls (i.e., PCB’s) and petroleum.

9. Eversource agrees to maintain commercial general liability insurance coverage with respect to use of the Eversource Property as described herein by the City, the Board and First Student for school bus parking, staging and storage activities as set forth herein for the duration of such use of the Eversource Property. Eversource shall cause the City, the Board and First Student to be added as additional insureds on the Eversource’s commercial general liability insurance policy, with a single policy limit of Three Million Dollars (\$3,000,000.00), written on an occurrence basis, to provide insurance coverage for the Eversource’s obligations set out in this Section 9. Eversource shall provide the City with evidence that Eversource has such insurance coverage upon the City’s requests therefor. Eversource shall be entitled to satisfy all or any portion of the requirement under this Section 9 to provide liability insurance coverage by means of Eversource’s self-insurance coverage program, provided that Eversource submits to the City documentary evidence of such self-insurance program at the time it submits evidence of its insurance coverage provided by insurance carriers.

10. Eversource shall bear the entire risk of loss to its equipment, tools, vehicles, materials, supplies and all other personal property (collectively, “Project Equipment”) of Eversource and its contractors located at the 334 Property in connection with the Project. Neither First Student nor the City and the Board will have any liability for any damage, destruction, disappearance, theft or loss of any Project Equipment. Eversource shall indemnify and hold First Student and City and Board harmless from any and all damages, loss, claims,

causes of action or expenses arising directly or indirectly from Eversource or Eversource's contractors storing items of personal property on the 334 Property in connection with the Project. Notwithstanding anything in the foregoing, the requirement for Eversource to bear the entire risk and for Eversource to provide indemnity as set forth in this Section 10 shall not apply if the damage to, or destruction of, the Project Equipment results from an accident involving a First Student bus and First Student and/or the operator of First Student's bus are (is) more than fifty percent (50%) at fault for such accident. The indemnity set forth in this section shall survive the earlier expiration or termination of the Agreement.

11. First Student agrees to maintain commercial comprehensive automobile liability coverage, including all owned, non-owned, and hired vehicles, with a combined single limit for bodily injury and property damage of Three Million Dollars (\$3,000,000.00) per accident, written on an occurrence basis, with respect to its use of the Eversource Property as described herein as an alternate location for a portion of its school bus parking, staging and storage activities as set forth herein, for the duration of First Student's use of the Eversource Property. First Student shall provide Eversource with evidence that First Student has such insurance coverage upon Eversource's requests therefor. First Student shall be entitled to satisfy all or any portion of the requirement under this section 11 to provide auto liability insurance coverage by means of First Student's self-insurance coverage program, provided that First Student submits to Eversource documentary evidence of such self-insurance program at the time it submits evidence of its insurance coverage provided by insurance carriers.

12. This Agreement is subject to the Easement for its transmission facilities on the 334 Property.

13. This Agreement shall remain in effect until completion of the Project work and completion of any associated restoration work to repair any damage to the 334 Property caused by the Project work and this Agreement shall terminate upon such completion, except as otherwise provided herein.

14. In the event of a conflict or inconsistency between the terms of this Agreement and any side letter, exhibit or documents incorporated herein, the terms of this Agreement shall control.

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

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one in the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any party on this Agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any telecopier, facsimile or other electronic signature is to be re-executed in original form by the party which executed the telecopier, facsimile, PDF or other electronic signature. No party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.

IN WITNESS WHEREOF, the City of Norwalk, the Norwalk Board of Education, The Connecticut Light and Power Company d/b/a Eversource Energy and First Student, Inc. have caused these presents to be signed by their respective proper and authorized officers this _____ day of November, 2018.

CITY OF NORWALK

By: _____

Its _____

Duly Authorized

[End of Page]

THE NORWALK BOARD OF EDUCATION

By: _____

Its _____

Duly Authorized

**THE CONNECTICUT LIGHT AND POWER
COMPANY d/b/a EVERSOURCE ENERGY**

By: _____

Its _____

Duly Authorized

FIRST STUDENT, INC.

By: _____

Its _____

Duly Authorized

Exhibit 1 – Side Letter Agreement

See attached pages for Side Letter Agreement.

November 2, 2018

Representatives of 332 Wilson Avenue LLC
Representatives of First Student
Representatives of The City of Norwalk
Representatives of The Norwalk Board of Education

RE: Eversource Work Plan and Side Letter Agreement for the 1880 Line Reconductoring Project on 332 Wilson Avenue

Thank you for your cooperation as Eversource undertakes this important maintenance work on the 1880 transmission line.

This letter document agreements made between Eversource, 332 Wilson Avenue LLC, First Student, the City of Norwalk, and the Norwalk Board of Education relative to Eversource's 1880 Line Reconductoring Project during our recent discussions. This Project will require Eversource to access and perform activities at an underground vault (Vault 15) located on the south side of the property located at 332 Wilson Avenue, all of which is allowed by Eversource's existing recorded easement.

The scope of work at 332 Wilson Avenue will include:

- Draining oil (approx. 1 day of work – 5 buses to be relocated)
- Cutting the splice (approx. 1 day of work – 5 buses to be relocated)
- Removing the existing cable (approx. 2 days of work – 15 buses to be relocated)
- Installing new hardware (approx. 1 day of work – 5 buses to be relocated)
- Cleaning, inspecting, and vacuuming the conduit (approx. 7 days – 5 buses to be relocated)
- Setting up and pulling in new cable (approx. 4 days – 15 buses to be relocated)
- Splicing the new cable (approx. 6 days – 5 buses to be relocated)
- Vacuuming the new cable (approx. 4 days - 5 buses to be relocated)

Schedule:

- Eversource has provided 332 Wilson Avenue LLC, First Student, the Norwalk Board of Education, and the City of Norwalk a schedule of work activities occurring on site between November 3 and December 23, 2018 (attached as Attachment 1).
- As provided, the Project will need relocation of up to 15 buses for approximately 6 days and relocation of up to 5 buses for approximately 20 days.
- If the schedule for work at 332 Wilson Avenue needs to change based upon unforeseen circumstances Eversource will endeavor to provide 24-hour advance notice of the schedule change.
- Please note some activities in the schedule are weather dependent and changes to the schedule may be necessary due to weather events.

Access to 332 Wilson Avenue:

- Eversource and its contractors will access 332 Wilson Avenue by utilizing the gate on Wilson Avenue.
- Eversource will be given a key to the gates and they must be locked at the completion of every day work is taking place on site, regardless of the presence of First Student employees.

Improvements to 319 Wilson Avenue:

- Eversource owns the parcel at 319 Wilson Avenue and in order to accommodate up to 15 buses that may be relocated from the 332 Wilson Avenue site during Project activities, various physical improvements will be made.
- Eversource will add gravel, install two 24-foot wide sliding gates, and an 8-foot high perimeter fence.
- Locks will be obtained for each gate and First Student shall retain the keys for the duration of the Project.
- No fueling activities can take place at 319 Wilson Avenue.

Security:

- Eversource will be providing security for (1) those work activities that take place on 332 Wilson Avenue, (2) buses that are parked at the 319 Wilson Avenue location, and (3) safety for First Student employees crossing between the two Wilson Avenue locations.
- For those work activities that take place on 332 Wilson Avenue security will be parked at the gate and will monitor who is entering the property.
- For 319 Wilson Avenue 24 hours security will be provided on those days when First Student will need to utilize the lot for any of its buses.
- Security will also be provided at 319 Wilson Avenue between 5 am and 6 pm to provide security for First Student employees crossing between bus lots and traffic control for the buses exiting the lot.

Snow Removal:

- First Student will provide Eversource with an estimate for the snow removal costs for 319 Wilson Avenue.
- Eversource will reimburse First Student if snow removal is required at 319 Wilson Avenue – First Student will be providing Eversource with an estimate of the cost to clear the lot and remove the snow from the property for one snowfall event.
- Eversource will also reimburse First Student for any costs associated with removing snow off the at 332-334 Wilson Avenue property (if there is a snow event that requires such removal).

First Student Work Hours:

- Eversource will reimburse First Student for any additional work hours incurred by First Student employees relative to moving buses to the 319 Wilson Avenue lot – First Student will provide Eversource with an estimate of those costs.

Work Site Map:

- Eversource has provided an aerial map showing (1) the restricted parking area of buses that need to be relocated for approximately 6 days (outlined in orange), (2) the area where the construction cones and tape will be placed to create a safe work zone (outlined in blue), and (3) the restricted parking area of buses that need to be relocated for approximately 19 days (outlined in red).
- Each afternoon, prior to the day of work, a Project team member will mark out the work area with cones by 3:00 pm for the following work day.

Please acknowledge that you accept this agreement by signing the bottom of this letter. Please return the signed copy to Marcia Wellman at marcia.wellman@eversource.com and mail a hard copy to:

Marcia Wellman
Eversource Energy
56 Prospect Street
Hartford, CT 06103

Accepted by:

Eversource Representative full name

Eversource Representative Signature

Date

332 Wilson Avenue, LLC Representative Full Name

332 Wilson Avenue, LLC Representative Signature

Date

First Student Representative Full Name

First Student Representative Signature

Date

City of Norwalk, Representative Full Name

City of Norwalk, Representative Signature

Date

Norwalk Board of Education Representative Name

Norwalk Board of Education Representative Signature

Date

ATTACHMENT 1 – 11-2-18 WORK SCHEDULE

See attached pages.

November

(Version 3.0; amended as of November 2, 2018)

2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
						• Vacuum Out from 15 & Pressure Wash Vault • Work Hours: 10 hours (8am-6pm)
4	5	6	7	8	9	10
• Complete Old Vacuum (all vaults). If necessary • Work Hours: 10 hours (8am-6pm)		• Open pipe & cut out splice from 15 & 17B • Work Hours: 5 hours (between 8am-6pm)			• Remove cable from 15 to 14 • Works Hours: 10 hours (7:30am-5:30pm)	• Remove cable from 15 to 17B • Work Hours: 10 hours (8am-6pm)
11	12	13	14	15	16	17
• Dismantle cable removal equipment & install manhole hardware (reducers) at 15 • Work Hours: 10 hours (9am-7pm)			• Swab & Mandrel 14 to 15 • Work Hours: 10 hours (7:30am-5:30pm)	• Swab & Mandrel 15 to 17B & inspection (smart pig) of Conduit from 14 to 15 • Work Hours: 10 hours (7:30am-5:30pm)	• Inspection of conduit (using smart pig device) from 15 to 17B • Work Hours: 10 hours (7:30am-5:30pm)	• Video Inspection of conduit from 14 to 15 & 15 to 17B • Work Hours: 10 hours (8am-6pm)
18	19	20	21	22	23	24
		NO WORK – Thanksgiving Holiday (20 th -25 th)				
25	26	27	28	29	30	
			• Vacuum Empty Pipe from 17B to 15 and 15 to 14 • Work Hours: 14-16 hours (7:30am-Midnight)	• Vacuum Empty Pipe from 17B to 15 and 15 to 14 • Work Hours: 14-16 hours (7:30am-Midnight)		

December

(Version 3.0; amended as of November 2, 2018)

2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
• Receive & Set-Up Cable 15 to 17B • Work Hours: 9 hours (9am-6pm)	• Pull Cable from 15 to 17B • Work Hours: 12 hours (7:30am-7:30pm)	• Receive & Set-Up Cable 14 to 15 • Work Hours: 10 hours (7:30am-5:30pm)	• Pull Cable from 14 to 15 • Work Hours: 12 Hours (8am-8pm)	• Splice Normal Joint at 15 • Work Hours: 24 hours	• Splice Normal Joint at 15 • Work Hours: 24 hours	• Splice Normal Joint at 15 • Work Hours: 24 hours
9	10	11	12	13	14	15
• Splice Normal Joint at 15 • Work Hours: 24 hours	• Splice Normal Joint at 15 • Work Hours: 24 hours	• Splice Normal Joint at 15 • Work Hours: 24 hours				
16	17	18	19	20	21	22
				• Final Vacuum Over Cable (multiple accesses needed) • Work Hours: 24 hours	• Final Vacuum Over Cable (multiple accesses needed) • Work Hours: 24 hours	• Fill One & Pressurize (multiple accesses needed) • Work Hours: 24 hours
23	24	25	26	27	28	29
• Fill One & Pressurize (multiple accesses needed) • Work Hours: 24 hours						
30	31					

Exhibit 2 – Work Site Map

See attached page for Work Site Map.



The area highlighted in **orange** represents the maximum amount of space -- or bus spaces -- that will be impacted during the phases of work that require the largest equipment, including during the removal of old and installation of new oil and cable

The area highlighted in **blue** represents the approximate space that will be utilized during the work phases that require the largest equipment and materials, including cable reels and pulling equipment.

The area highlighted in **red** represents the amount of space that will be impacted during the initial phase of work, splicing and several other work phases that require a smaller footprint.

The area in **black** represents the approximate location of Vault 15.

**CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM**

VII.A

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Project Purple Sk

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

Dino Verrelli

TITLE: Executive Director

YOUR NAME: John Bysiewicz

TITLE: Event Coordinator

ADDRESS: 2 Buena Vista Rd.

E-MAIL ADDRESS: john@jbsports.com

CITY: Branford

STATE: CT

ZIP CODE: 06405

HOME PHONE: _____ BUSINESS PHONE: (203) 481-5933 CELL: (203) 710-2391

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach Park # OF PARTICIPANTS: 250

EVENT: Project Purple Sk DATE REQUESTED: 5/11/2019

SET UP TIME: 6:30 am STARTING TIME: 8:30 am ENDTIME: 10:30 am RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES _____ NO X

ARE YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES X NO _____ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. **BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY**

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES
YES

NO Fundraising event for
NO Project Purple to fight
pancreatic cancer.

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES _____ NO X
WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER (Including Splash Pad) at the Beach YES X NO _____

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] DATE: 10/22/18 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: 11/14/18

COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

225
150

ORGANIZATION NAME: ACHILLES INTERNATIONAL

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: RICHARD TRAUM PHD TITLE: FOUNDER & PRESIDENT

YOUR NAME: GARY WILLIAMS TITLE: MANAGER

ADDRESS: 24 INDIAN ROAD E-MAIL ADDRESS: GWILLIAMS@ACHILLESINTERNATIONAL.ORG

CITY: TRUMBULL STATE: CT ZIP CODE: 06611

HOME PHONE: 203 268 6468 BUSINESS PHONE: 917 597 8507 CELL: ←

FBI: 50

FACILITY REQUESTED: SHADY BEACH # OF PARTICIPANTS: SAT: 225 SUN: 150

EVENT: LIGHTHOUSE TO LIGHTHOUSE RACE DATE REQUESTED: SEP 14 + 15 2019

SAT 6:00am STARTING TIME: 9:30am ENDTIME: 4:00pm RAIN DATE: #13
SUN 6:00am 9:30am (RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION) 4:00pm

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐
ARE YOU SERVING FOOD: YES ☒ NO ☐ HARBOR HARVEST.

ARE YOU REQUESTING A TENT? YES _____ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEE'S ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS.

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☒ NO ☐
WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER at the Beach YES ☒ NO ☐

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☒ NO ☐ BOATS, RADIO, BEACH MARSHALS ETC

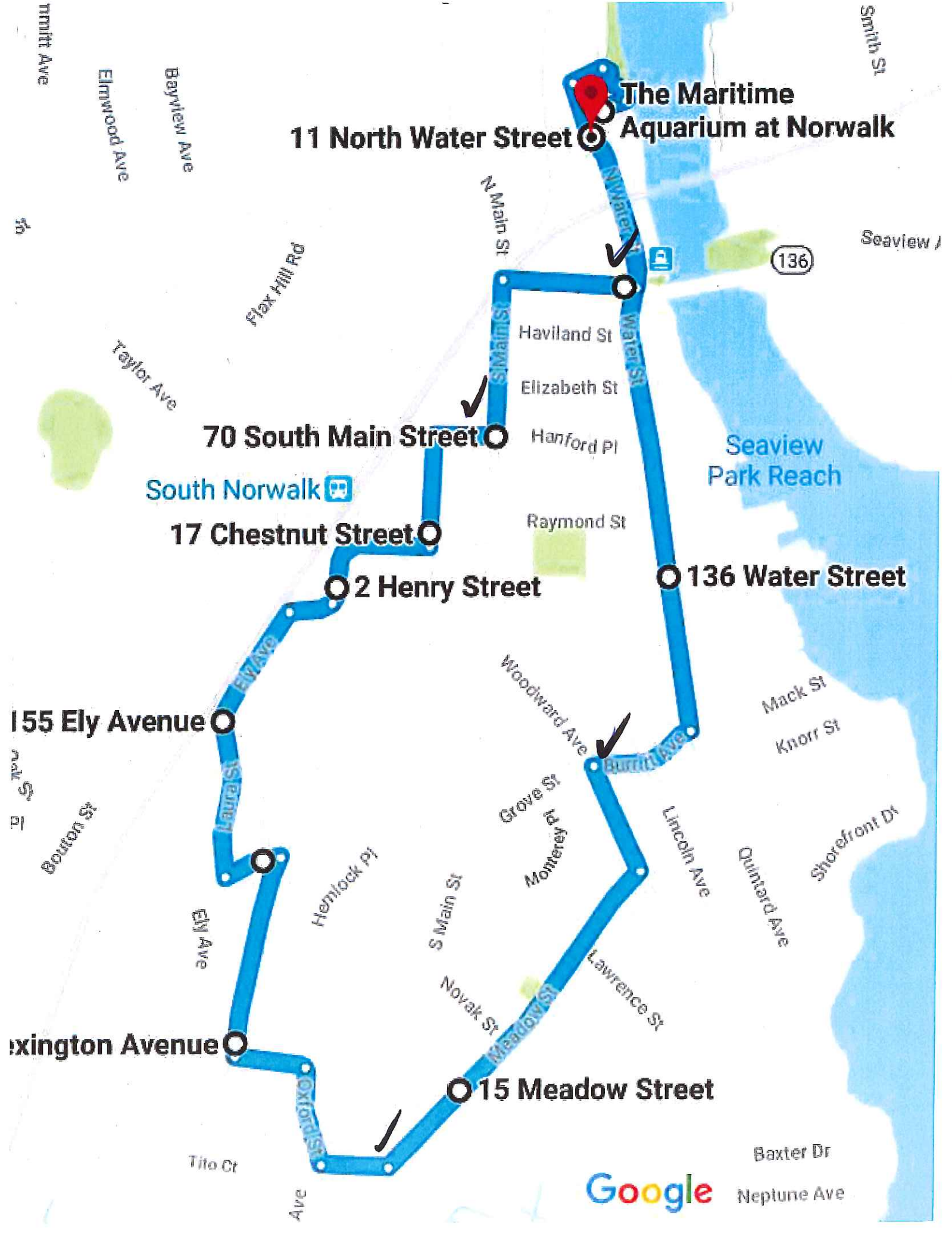
If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Chutkan DATE: 10/2/2019 OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: 11/14/18
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____

DIRECTOR'S SIGNATURE: _____ **DATE:** _____
(Signature required)



The Maritime Aquarium at Norwalk
11 North Water Street

70 South Main Street

South Norwalk

17 Chestnut Street

2 Henry Street

136 Water Street

155 Ely Avenue

15 Meadow Street

11 North Water Street

Google

CITY OF NORWALK RECREATION & PARKS DEPARTMENT
FACILITIES RENTAL APPLICATION FORM

LEASE PRINT

ORGANIZATION NAME:

The Maritime Aquarium / Keep America Beautiful

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

TITLE:

YOUR NAME:

Kate Lowe

TITLE:

Manager of Special Events

ADDRESS:

10 ~~North Water Street~~ North Water Street

E-MAIL ADDRESS:

klowe@maritimeaquarium.org

CITY:

Norwalk

STATE:

CT

ZIP CODE:

06854

HOME PHONE:

BUSINESS PHONE:

(203) 852-0700 (ext) 2277

CELL:

FACILITY & EVENT INFORMATION

FACILITY REQUESTED:

Oyster shell Park / Plogging 5K (Route attached)

OF PARTICIPANTS:

300 (ish)

EVENT:

Maritime Aquarium / Keep America Beautiful Plogging

DATE REQUESTED:

Sunday, June 9, 2019

SET UP TIME:

7:30 am

STARTING TIME:

8:30 am

ENDTIME:

12:00 pm

RAIN DATE:

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

ARE YOU SERVING FOOD: YES ☐ NO ☒

ARE YOU REQUESTING A TENT? YES ☐ NO ☒

*ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT

WATER DUNKING MACHINES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. **BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY**

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER at the Beach YES ☐ NO ☒

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

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE:

Kate Lowe

DATE:

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES ☐ NO ☐ N/A ☐

DATE:

11/14/18

COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐

DATE:

DIRECTOR'S SIGNATURE:

DATE:

(Signature required)