

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**OCTOBER 24, 2023
COUNCIL CHAMBERS**

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

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings

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

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

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

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: October 10, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. FINANCE & CLAIMS COMMITTEE

1. Report of the Claims Committee Dated: October 2023
2. For informational purposes only: Narrative on Tax Collections Dated: October 2023
3. For information purposes only: Monthly Tax Collector's Reports Dated: September 2023

B. RECREATION, PARKS & CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Greenwich Kennel Club for the use of Taylor Farm and immediate surrounding grounds for their Paws by the Sea Dog Show event to held from Thursday, June 6, 2024, to Sunday, June 9, 2024, from 10:00 AM to 4:00 PM. Set-up time from Tuesday, June 4, 2024, at 12:00 PM to Wednesday, June 5, 2024, at 5:00 PM with tear-down on Sunday, June 9, 2024, by 3:00 PM. Approximately 500 + people.
2. Authorize the Mayor, Harry W. Rilling, to extend the contract with Norwalk Community Sailing for three (3) additional years, per section I-2 of lease agreement dated October 12, 2021, and to a rowing component to the existing contract.

C. COMMUNITY SERVICES COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds in the amount of \$38,058.00 from the State of Connecticut Department of Public Health for the Sexually Transmitted Diseases and Tuberculosis Control Programs for the period October 1, 2023, to June 30, 2024.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary to implement the Sexually Transmitted Diseases and Tuberculosis Control Programs for the period October 1, 2023, to June 30, 2024.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with the Triangle Community Center located at 650 West Avenue, Norwalk, CT 06850 to administer the Community Services Department ARPA COVID-19 to serve the needs of LGBTQA+ student population for a total amount of \$70,000.00. Account No. 132010 5796 ACS01

D. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the CPB Row and Road Reconstruction Agreement, Deed Clarification Agreement, and Declaration of Restrictive Covenant between The City of Norwalk and Gardella Brothers Limited Liability Company, per The Memorandum of Assistant Corporation Counsel, Darin Callahan dated September 28, 2023.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Colonna Masonry Concrete & Asphalt Paving LLC, TMP2023-3 Concrete Curb and Sidewalks on Rowayton Ave, for an amount not to exceed \$1,113,760.00.
Account No. 133710 5796 AEC02
133710 5796 AEC05
133710 5796 AEC14
0921 4120 5777 C0649
0922 4120 5777 C0649
0923 4120 5777 C0649
- 2b. Authorize the Director of Transportation, Mobility, and Parking to execute Orders on contract with Colonna Masonry Concrete & Asphalt LLC, TMP 2023-3 Concrete Curb and Sidewalks on Rowayton Avenue for an amount not to exceed \$111,376.00.
Account No. 133710 5796 AEC02
133710 5796 AEC05
133710 5796 AEC14
0921 4120 5777 C0649
0922 4120 5777 C0649
0923 4120 5777 C0649

E. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the disposition of City Surplus Property (District 6, Block 28C, Lot 7, approximately 0.23 acres consists of mostly wetland) located on Sheffield Road to Steven A. Adelman and Sally Arnold Adelman (adjacent property owner at 8 Sheffield Road) in the amount of \$1,000 in accordance with their proposal to provide stewardship of this wetland property.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL REGULAR MEETING
NORWALK, CONNECTICUT**

**OCTOBER 10, 2023
COUNCIL CHAMBERS AND
VIA TELECONFERENCE**

**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**

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel.

Specific instructions and links can be found at norwalkct.gov/meetings

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

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

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

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

Mayor Rilling called the meeting to order at 7:34 p.m. and asked for prayers for peace in the Middle East.

Ms. Roundtree called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Nora Niedzielski Eichner	Ms. Barbara Smyth

District A:	Ms. Nicol Ayers
-------------	-----------------

Common Council
Regular Meeting
October 10, 2023
Council Chambers and Via Teleconference
Page 1

District B: Ms. Diana Revolus Ms. Darlene Young
District C: Ms. Jenn McMurrer
District D: Mr. Bryan Meek
District E: Mr. James Frayer Ms. Lisa Shanahan

At Roll Call there were eleven (11) Common Councilmembers present and four (4) absent (Mr. Camacho; Mr. Heuvelman; Mr. Kydes and Ms. Alterman). A Quorum was present.

Also present were Mayor, Harry Rilling; Zulma Roundtree, Administrative Assistant and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 26, 2023

The following correction was made:

Page 9: DEA should be DEI

**** MR. BURNETT MOVED TO ACCEPT THE MINUTES AS AMENDED**
**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. MCMURRER)**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Ms. Donna Smirniotopoulos spoke in opposition to item 7C1 under Land Use and Building Management. She said the important context of the request is not included in the item. It means the loss of a ball field for the children. She said that in 2019, no one on the Board of Education identified the need for this school. She said that according to Senator Duff, there was \$2 million in funds for the school but his original plan for the school did not fly.

Ms. Smirniotopoulos said the Common Council members did not ask any questions such as how was the Ely School dropped. She said that everyone in the State House knew Norwalk High School jumped the process. She said she hoped the new Norwalk High School plan will be scrutinized more thoroughly.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS:

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT
ALEXANDRA SOLLAZZO, FAIR HOUSING ADVISORY COMMISSION**

Mr. Burnett spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING REAPPOINTMENT
RICHARD WESLEY CLARKE, FAIR HOUSING ADVISORY COMMISSION**

Mr. Burnett, Ms. Ayers, Ms. Smyth, Ms. Young and Mayor Rilling spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

Dr. Clarke spoke following his reappointment.

MAYOR'S REMARKS:

Mayor Rilling spoke about the terrorist attack on Israel and asked to keep the people in Israel in everyone's prayers.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS

There were no resignations, appointments or reappointments announced this evening.

Common Council
Regular Meeting
October 10, 2023
Council Chambers and Via Teleconference
Page 3

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

Mr. Burnett announced that Mr. Goldstein would be reading this evening's Consent Calendar.

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A., VII.A.1, VII.A.2, VII.A.3, VII.B.1, VII.B.2, VII.B.3, VII.B.5, VII.B.6, VII.C.1, VII.C.3A, VII.C.3B, VII.C.4, VII.C.5A, VII.C.5B

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**1. AUTHORIZATION TO SETTLE CLAIM: DANA HOLLINGSWORTH V. JEAN SURIN AND THE CITY OF NORWALK
EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FUNDING AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO RECEIVE \$400,000.00 OF FUNDS FROM THE THIRD TAXING DISTRICT TO BE USED TO MAKE IMPROVEMENTS TO THE LEASED PROPERTY AT 56 VAN ZANT STREET NECESSARY TO ACCOMMODATE NEW FIRE APPARATUS.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO ACCEPT GRANT FUNDING UNDER THE OFFICE OF JUSTICE 2023 BJA FY 23 CONNECT AND PROTECT: LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM.

3. AUTHORIZE THE POLICE CHIEF, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE OFFICE OF JUSTICE 2023 BJA FY 23 CONNECT AND PROTECT: LAW ENFORCEMENT BEHAVIORAL HEALTH RESPONSE PROGRAM.

B. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER DOCUMENTS NECESSARY TO ENTER INTO A DATA SHARING CONFIDENTIALITY AGREEMENT WITH THE FIRST TAXING DISTRICT (THE "FTD") WHEREBY THE FTD WILL PROVIDE THE WPCA SUPPLY WATER CONSUMPTION DATA OF THE INDIVIDUAL CUSTOMERS OF THE FTD, INCLUDING TOTAL METERED GALLONS, SERVICE ADDRESS, OWNER'S NAME, ACCOUNT NUMBER, AND ACCOUNT TYPE.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A RIGHT OF ENTRY AND ACCESS LICENSE WITH CONNDOT FOR THE TEMPORARY INSTALLATION, MAINTENANCE, AND OPERATION OF A VARIABLE MESSAGING SIGN FOR MARINE USERS AT VARIOUS LOCATIONS IN CONNECTION WITH THE WALK BRIDGE REPLACEMENT PROJECT.

3. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE SOURCE PURCHASE ORDER TO CARGILL SALT FOR TREATED ROAD SALT FOR SNOW AND ICE CONTROL, PRICING NOT TO EXCEED \$105 PER TON FOR NORMAL AND AFTER-HOUR DELIVERIES EFFECTIVE FOR THE 2023-24 SNOW SEASON.

ACCOUNT NO. 01 40 25 5322

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE MARCH 22, 2023, AGREEMENT BETWEEN THE CITY OF NORWALK, AND COLONNA MASONRY CONCRETE & ASPHALT PAVING LLC FOR PROJECT RD2023-1 CURB AND SIDEWALK FOR SPRING HILL AVENUE AREA, FOR AN AMOUNT NOT TO EXCEED \$200,000.00.

ACCOUNT NO. 09 24 4021 5777 C0318

09 21 7100 5777 C0583

09 23 7100 5777 C0583

09 21 4120 5777 C0649

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A FIRST AMENDMENT TO THE ORIGINAL NOVEMBER 22, 2022, AGREEMENT BETWEEN THE CITY OF NORWALK AND A. VITTI EXCAVATORS, LLC FOR PROJECT BR2022-1 (SITE 1 AND SITE 2) -BONNY BROOK ROAD OVER HOLY GHOST FATHERS BROOK (SITE 1) AND CANNON STREET OVER BETTS POND BROOK (SITE 2), FOR A SUM NOT TO EXCEED \$220,000.00.

ACCOUNT NO. 09 21 4021 5777 C0315

09 22 4021 5777 C0315

09 23 4021 5777 C0315

09 24 4021 5777 C0315

C. LAND USE & BUILDING MANAGEMENT COMMITTEE

1. AUTHORIZE THE TECHNICAL CORRECTION OF COMMON COUNCIL ACTION ON AUGUST 8, 2023 VIL.D.3 TO INCLUDE THE MISSING COSTS FOR PONUS, ROTON, ROWAYTON AND WEST ROCKS SCHOOLS FOR AN AMOUNT OF \$148,897.25 IN ADDITION TO THE APPROVED AMOUNT OF \$196,581.00 FOR A REVISED TOTAL OF \$345,478.25. THE REVISED ACTION SHALL BE AS FOLLOWS:

“AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO INTEGRATED SYSTEM SERVICES, LLC. FOR THE ENHANCEMENT TO SCHOOL SECURITY - ACCESS CONTROL IMPROVEMENTS AT FOX RUN, MARVIN, NARAMAKE, NATHAN HALE, NECC, PONUS, ROTON, ROWAYTON, WEST ROCKS SCHOOLS FOR A TOTAL NOT TO EXCEED \$345,478.25. ACCOUNT NO. 0921 23 245010 5777 C0537”

3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH SILKTOWN ROOFING INC., FOR THE PARTIAL ROOF REPLACEMENT AT ROOSEVELT CENTER FOR A TOTAL NOT TO EXCEED \$370,700.00.

ACCOUNT NO. 09247100 5777 C0683

3B. AUTHORIZE BUILDING MANAGEMENT TO EXECUTE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$37,070.00.

ACCOUNT NO. 09247100 5777 C0683

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A THREE-YEAR AGREEMENT WITH ONE -TWO-YEAR RENEWAL OPTION WITH SECURITY SOLUTIONS INCORPORATED TO PROVIDE SECURITY MONITORING SERVICES FOR THE BELDEN MAIN LIBRARY FOR A TOTAL NOT TO EXCEED \$990.00 PER YEAR (ANNUAL INCREASES NO MORE

THAN 3% PER YEAR). FUNDS ARE AVAILABLE FROM OPERATING ACCOUNT# 016210 5296.

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ETT ENVIRONMENTAL SERVICES INC., FOR DPW CENTER -FUEL ISLAND IMPROVEMENT PROJECT FOR A TOTAL NOT TO EXCEED \$423,000.00.

ACCOUNT NO. 09247100 5777 C0119 014045 5462

5B. AUTHORIZE THE OFFICE OF BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON THE CONTRACT FOR A TOTAL NOT TO EXCEED \$84,600.00.

ACCOUNT NO. 09247100 5777 C0119 014045 5462

**** MOTION PASSED UNANIMOUSLY**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

B. PUBLIC WORKS COMMITTEE

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING ITEM:**

TECHNICAL CORRECTION OF THE COMMON COUNCIL ACTION OF NOVEMBER 8, 2022, ITEM VII.C.3, TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CROWN CASTLE INTERNATIONAL FOR THE EAST AVENUE ADVANCE UTILITY PROJECT NO. 0301-0515NP FOR AN AMOUNT NOT TO EXCEED \$170,000.00, TO "AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH CROWN CASTLE INTERNATIONAL FOR THE EAST AVENUE ADVANCED UTILITY PROJECT NO. 0301-0515NP FOR AN ESTIMATED AMOUNT OF \$195,965.10".

ACCOUNT NO. 09 12 4021 5777 C0471

09 22 4021 5777 C0471

09 23 4021 5777 C0471

09 21 4021 5777 C0234

09 22 4021 5777 C0234

Ms. Smyth reviewed the item and said this is part of the WALK project to install underground utilities on East Avenue.

Mr. Meek said he pulled this item off the Consent Calendar because he did not know enough about this. He said this is a huge company that would benefit from this and asked why the City is paying to make their business model better.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

C. LAND USE & BUILDING MANAGEMENT COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE BOUNDARY LINE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE ADJUSTMENT OF THE PROPERTY LINES BETWEEN NORWALK HIGH SCHOOL AND NARAMAKE SCHOOL.**

Ms. Smyth said she understood that the boundary line was improperly drawn many years ago. They need to re-draw the line to move forward with the reimbursement from the State.

Mr. Lo, Manager of Buildings and Facilities reviewed the item. He explained that when the City bought the property for Norwalk High School and Naramake Elementary School, the lines were drawn across the parking lot and in part of the field. The property line is not critical, because the City owns the property.

Mr. Lo described the changes that will take place as a result of moving the property line and responded to questions from Common Councilmembers. He added that it could be a major issue if the property line is not moved. Currently the football field is on the Naramake property. He said that Naramake will not lose a softball field. The area in question is an open play area. When asked about the minimum land requirements for the school, Mr. Lo explained that there is no real minimum standard that he knows of in the State. He added that elementary schools need an outdoor area, but middle and high schools need sports areas.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions from Common Councilmembers this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

**** MR. GOLDSTEIN MOVED TO SUSPEND THE RULES TO ADD THE FOLLOWING ITEMS TO THE AGENDA**

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. “Authorize the Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to apply for and accept grant funding under the State of Connecticut Department of Transportation 2024 Distracted Driving Enforcement Grant.”

Ms. McMurrer reviewed the item and said that because of a timing issue she was requesting that it be added to the agenda.

2. “Authorize the Police Chief, James Walsh, to execute any and all documents and agreements as may be necessary to implement the State of Connecticut Department of Transportation 2024 Distracted Driving Enforcement Grant.”

**** MOTION PASSED UNANIMOUSLY**

**** MS. MCMURRER MOVED TO APPROVE THE FOLLOWING ITEMS**

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. “AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDING UNDER THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2024 DISTRACTED DRIVING ENFORCEMENT GRANT.”

2. “AUTHORIZE THE POLICE CHIEF, JAMES WALSH, TO EXECUTE ANY AND ALL DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY TO IMPLEMENT THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2024 DISTRACTED DRIVING ENFORCEMENT GRANT.”

Ms. McMurrer said this is an annual request and no match is required.

**** MOTION PASSED UNANIMOUSLY**

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:09 p.m.

ATTEST: _____
Zulma Roundtree

AGENDA

CLAIMS COMMITTEE MEETING

OCT 12,2023

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
---------	---------------------------	--------

MOTOR VEHICLE

ACAR LEASING LTD	21/22-MV-SEE ATTACHED \$4,877.86	PRORATION
ACAR LEASING LTD	21-MV-300438 \$79.95	PRORATION
ALEXANDER DAVID M	22-MV-301510 \$501.76	ASSESSMENT CHNG
	22-MV-301513 \$11.85	PRORATION
ALLGOOD JAY & LINDA	22-MV-301712 \$89.54	ASSESSMENT CHNG
ALMONTE RAMON A	22-MV-301751 \$72.94	PRORATION
AMBROSE DOUGLAS W	21-MV-302145 \$112.03	ABATEMENT
AMEC REFUSE LLC	22-MV-302200 \$3255.46	ASSESSMENT CHNG
AMEC CONSTRUCTION LLC	22-MV-SEE ATTACHED \$3,267.12	ASSESSMENT CHNG
ANAZCO VICTOR A	22-MV-302279 \$27.78	ASSESSMENT CHNG
ARBIETO-CORTEZ WILFREDO	22-MV-302946 \$35.65	ASSESSMENT CHNG
ARTELL ROBERT BRUCE	22-MV-303459 \$181.92	ASSESSMENT CHNG
BALAZS JAMES E	22-MV-304203 \$227.53	PRORATION
BALSLEY SARAH W	22-MV-304313 \$94.05	ASSESSMENT CHNG
BARIL JACOB CHARLES	22-MV-304564 \$104.84	ASSESSMENT CHNG
BARTZ LOUIS C & BARBARA J	22-MV-304901 \$87.35	ABATEMENT
BOWEN SCOTT WHITNEY	22-MV-307050 \$344.76	ASSESSMENT CHNG
BYBEL EUGENIA	22-MV-308520 \$168.45	ASSESSMENT CHNG
CALDERON JOSE ASTERIO	22-MV-309323 \$88.11	ASSESSMENT CHNG
CALNON SUZANNE & THOMAS J	21-MV-401901 \$854.36	PRORATION

CARCAMO JOSE	22-MV-310008 \$78.70	ASSESSMENT CHNG
CARD BRADLEY EDWARD	22-MV-310016 \$104.89	ASSESSMENT CHNG
CARDONE RICHARD JAMES	21-MV-309943 \$83.51	PRORATION
CARDONA-ELVIRA FLORENTINO	22-MV-310119 \$82.39	PRORATION
CARRILLO-BARRIENTOS SERGIO F	22-MV-310415 \$284.90	ASSESSMENT CHNG
CARTER ANTHONY & AMANDA M	22-MV-310479 \$209.10	ASSESSMENT CHNG
CATALAN FIDEL	22-MV-310971 \$29.55	PRORATION
CCAP AUTO LEASE LTD	22-MV-311192 \$167.41	PRORATION
CHATHAM GREEN LANDSCAPES LLC	22-MV-312203 \$117.27	ASSESSMENT CHNG
	22-MV-312201 \$56.46	ASSESSMENT CHNG
CHERUBIN SAMUEL E	21-MV-402525 \$395.10	DUPLICATE BILL
CITRIN DAVID R	22-MV-376124 \$162.24	PRORATION
CONCORD SERVICES INC	22-MV-313709 \$775.42	ASSESSMENT CHNG
	22-MV-313710 \$233.01	ASSESSMENT CHNG
	22-MV-313708 \$1,775.04	ASSESSMENT CHNG
CONNORS COLLEEN	22-MV-313928 \$197.24	ASSESSMENT CHNG
COPPOLA & SONS CON CO INS	22-MV-314304 \$20.05	PRORATION
CORRENTY WAYNE MICHAEL	22-MV-314647 \$404.39	PRORATION
COTELLESA NICHOLAS & WENDY	22-MV-314787 \$29.22	ASSESSMENT CHNG
CUMMISKEY CATHERINE M	22-MV-315510 \$296.63	ASSESSMENT CHNG
CUTN' EDGE LANDSCAPING LLC	22-MV-315649 \$30.28	PRORATION
DAGOSTIN JOSEPH R & PAULA	22-MV-315826 \$61.02	ASSESSMENT CHNG
DAIMLER TRUST	21-MV-315505 \$1,136.23	PRORATION
DAIMLER TRUST	21/22-MV-SEE ATTACHED \$3,279.42	PRORATION
DAIMLER TRUST	22-MV-315866 \$764.05	PRORATON
	22-MV-315941 \$726.70	PRORATION
	22-MV-315965 \$608.46	PRORATION
DAMATO LANDSCAPING LLC	22-MV-316135 \$169.24	ASSESSMENT CHNG
DARBS TRUCKING LLC	22-MV-316310 \$387.60	ASSESSMENT CHNG

DELANA CHARLES BEAL	22-MV-317147 \$138.07	PRORATION
DELEO FRANK	22-MV-317191 \$92.10	ASSESSMENT CHNG
DELGADO ANTHONY & KATHLEEN	22-MV-315169 \$80.25	ASSESSMENT CHNG
DEPAOLI BRIAN DAVID	22-MV-317624 \$133.29	ASSESSMENT CHNG
DEVA DALIM K	22-MV-317812 \$7.58	ASSESSMENT CHNG
DUNLAP RONALD W	22-MV-319533 \$49.51	ASSESSMENT CHNG
DUNN SARAH LAUREN	22-MV-319568 \$41.77	PRORATION
EAST NORWALK LAUNDRY LLC	22-MV-320254 \$107.82	ASSESSMENT CHNG
ESCALANTE LETICIA & SOTERO J	22-MV-321275 \$714.60	ASSESSMENT CHNG
EVERSOURCE ENERGY SERV CO	22-MV-321708 \$16.60	ASSESSMENT CHNG
FACCENDA BARBARA G	22-MV-321831 \$11.83	PRORATION
FACCENDA LEONARD CHARLES JR	22-MV-321834 \$16.05	PRORATION
FALLON JAMES T	22-MV-321971 \$12.52	PRORATION
FALOTICO BRETT J	22-MV-321987 \$10.66	ASSESSMENT CHNG
FEBBRAIO CHRISTOPHER	22-MV-322272 \$677.62	ASSESSMENT CHNG
FEKETE ZSIGMOND J	22-MV-322339 \$121.26	PRORATION
FINANCIAL SER VEH TRUST	22-MV-322944 \$301.23	PRORATION
	22-MV-323176 \$309.12	PRORATION
FOGARTY ORVILLE G	22-MV-323784 \$188.14	ASSESSMENT CHNG
FUTTERMAN LAURA A	22-MV-324693 \$109.62	PRORATION
GABRIELE LOUIS G 3 RD	22-MV-324774 \$430.35	PRORATION
GALICIA MANUEL A	22-MV-324937 \$108.59	ASSESSMENT CHNG
GOMEZ DIAZ ELIUD JOEL	22-MV-327148 \$79.46	PRORATION
GONZALEZ-CORONA FRANCISCO	22-MV-327567 \$32.81	ASSESSMENT CHNG
GOULART CHARLES	22-MV-327791 \$231.59	ASSESSMENT CHNG
GREENLIFE LAWN SPRINKLER L.L.C	22-MV-328225 \$35.70	ASSESSMENT CHNG
GRIMM STEVEN	22-MV-328413 \$62.61	ASSESSMENT CHNG
HARDING JAMES F	22-MV-329511 \$34.12	ASSESSMENT CHNG

HARNEY MAUREEN P	22-MV-376185 \$283.56	PRORATION
HERNANDEZ CARO EDWIN	22-MV-330343 \$85.83	PRORATION
	22-MV-330344 \$58.68	PRORATION
HIGAREDA-CARDENA E	22-MV-330817 \$47.71	PRORATION
HINCAPIE-FLOREZ HERMES D	22-MV-330943 \$199.01	PRORATION
HINES JAMES WILLIAM	22-MV-330970 \$367.71	PRORATION
HONDA LEASE TRUST	22-MV-331637 \$533.17	PRORATION
	22-MV-331671 \$496.09	PRORATION
	22-MV-332103 \$47.65	PRORATION
	22-MV-332107 \$265.43	PRORATION
HONDA LEASE TRUST	22-MV-SEE ATTACHED \$1,358.61	PRORATION
HYUNDAI LEASE TITLING TRUST	22-MV-332910 \$339.28	PRORATION
ICATAR TEODULINA & TEODULO	22-MV-333475 \$16.12	PRORATION
J.A.M. LANDSCAPING & CONS LLC	22-MV-333957 \$29.01	ASSESSMENT CHNG
	22-MV-333954 \$19.10	ASSESSMENT CHNG
JARED MANUFACTURING CO	20-MV-800862 \$285.45	PRORATION
	21-MV-373773 \$102.34	PRORATION
J C RAMOS LANDSCAPING LLC	22-MV-333915 \$25.41	ASSESSMENT CHNG
JEAN-FELIX EDDY	22-MV-334460 \$155.23	ASSESSMENT CHNG
JEFFERY ANDREW S	22-MV-334536 \$44.76	PRORATION
JIMENEZ-JIMENEZ ESTEBAN	22-MV-334802 \$54.06	PRORATION
JOHNSON HOWARD D	21-MV-333936 \$45.85	PRORATION
JORCZAK DANIEL STANLEY	22-MV-335174 \$76.81	ASSESSMENT CHNG
JORDAN FOTINI	22-MV-335187 \$121.38	ASSESSMENT CHNG
JORDANIDES CAROL L	22-MV-335216 \$19.86	PRORATION
JP MORGAN CHASE BANK	21-MV-334831 \$90.21	PRORATION
JP MORGAN CHASE BANK	22-MV-335420 \$1,346.79	PRORATION
	22-MV-335494 \$558.34	PRORATION
	22-MV-335513 \$379.22	PRORATION

	22-MV-335706 \$144.75	PRORATION
	22-MV-335993 \$98.66	PRORATION
JP MORGAN CHASE BANK	19-22-MV-SEE ATTACHED \$7,419.91	PRORATION
JUAREZ-BONILLA WILFREDO	22-MV-336184 \$55.17	ASSESSMENT CHNG
KASEM MOHAMAD	22-MV-336604 \$110.35	ASSESSMENT CHNG
KATZ LAWRENCE A	22-MV-336634 \$50.03	PRORATION
KING WILLIAM T & HANNAH LIN	22-MV-337318 \$275.60	ASSESSMENT CHNG
KOTSABA ROMAN	22-MV-337876 \$138.05	
	22-MV-337878 \$62.82	ASSESSMENT CHNG
LAIBE MARC WILLIAM	22-MV-338614 \$128.08	PRORATION
LEBLANC ALEXANDRA LAUREN	22-MV-339503 \$144.35	ASSESSMENT CHNG
LEUNG EDMOND Y	21-MV-339022 \$82.20	PRORATION
LEVY ELLI MEIR	22-MV-340021 \$52.61	ASSESSMENT CHNG
LIBERATURE THOMAS J	22-MV-340125 \$104.08	ASSESSMENT CHNG
LLESHDEDAJ PREN	22-MV-340489 \$137.47	ASSESSMENT CHNG
LODATO-KOSTOWSKI SUSAN	22-MV-340569 \$26.20	ASSESSMENT CHNG
LOMBARDO JOHN	22-MV-340636 \$302.45	ASSESSMENT CHNG
LOVETT LEONARA	22-MV-341258 \$82.50	ASSESSMENT CHNG
LT LANDSCAPING & MASONRY LLC	22-MV-341312 \$88.33	ASSESSMENT CHNG
	22-MV-341318 \$27.08	ASSESSMENT CHNG
	22-MV-341316 \$12.98	ASSESSMENT CHNG
LUCERO-OLIVARES MANUEL A	22-MV-341393 \$307.62	PRORATION
LU MINGFANG	22-MV-341322 \$197.52	ASSESSMENT CHNG
MAHONEY MARTIN JOSEPH	22-MV-342201 \$15.75	ASSESSMENT CHNG
MANGANO PETER 4 TH	22-MV-342680 \$39.09	PRORATION
MARKIEWICZ DANA	22-MV-343023 \$116.39	PRORATION
MARZYNSKI MICHAEL	22-MV-343688 \$76.20	ASSESSMENT CHNG
MCCAULEY ESTELLE & ELIZABETH	22-MV-344285 \$51.95	ASSESSMENT CHNG
MC NICHOLS DEBORA V	22-MV-344176 \$621.68	PRORATION

	22-MV-344862 \$99.05	PRORATION
MILLIEN DANIELIE	22-MV-346179 \$52.74	PRORATION
MONTOYA MARIA K	22-MV-347077 \$32.75	PRORATION
MORABITO COSMO & CATHLEEN	22-MV-347238 \$146.95	ASSESSMENT CHNG
MORALES GILBERTO	22-MV-347282 \$214.06	ASSESSMENT CHNG
NAPOLI JAMES C	22-MV-348657 \$131.83	PRORATION
	22-MV-348658 \$263.06	PRORATION
NISSAN INFINITI LT LLC	22-MV-349433 \$136.76	PRORATION
	22-MV-349463 \$121.01	PRORATION
	22-MV-349816 \$367.19	PRORATION
	22-MV-349883 \$290.75	PRORATION
NISSAN INFINITI LT LLC	21/22-MV-SEE ATTACHED \$2,549.23	PRORATION
NISSAN INFINITI LT LLC	22-MV-349851 \$401.10	PRORATION
NISSAN MOTOR ACCEPTANCE	21-MV-409941 \$430.28	PRORATION
NORWALK GLASS CO INC	22-MV-350209 \$72.51	ASSESSMENT CHNG
NORWALK GLASS CO INC	22-MV-350203 \$14.63	ASSESSMENT CHNG
OLIVA-CARDOZA EVERSON A	22-MV-350979 \$276.33	ASSESSMENT CHNG
OVEISSI HOSSEIN	22-MV-351825 \$146.36	PRORATION
PALMA-PEREZ MARILU	22-MV-352256 \$147.18	ASSESSMENT CHNG
PAWLOWSKI MICHAL EMANUEL	22-MV-353198 \$333.55	PRORATION
PAZMINO CINDY MARILYN	22-MV-353262 \$66.00	PRORATION
PEABODY EVERETT K 3 RD & CANDACE	22-MV-353274 \$557.02	ASSESSMENT CHNG
PINTO MELANIE S	22-MV-354578 \$194.53	ASSESSMENT CHNG
PORITSKY IHOR	22-MV-354995 \$360.55	ASSESSMENT CHNG
PORSCHE LEASING LIMITED	22-MV-355031 \$291.39	ASSESSMENT CHNG
PORSCHE LEASING LIMITED	22-MV-355025 \$379.07	ASSESSMENT CHNG
PORSCHE LEASING LIMITED	21-MV-353525 \$971.44	PRORATION

REGALADO ANA V	22-MV-356764 \$90.28	PRORATION
REID KEVIN	22-MV-356802 \$75.95	ASSESSMENT CHNG
REIPH SERGE N	22-MV-356881 \$222.50	ASSESSMENT CHNG
RIAH I DOUGLAS VAHID	22-MV-357259 \$187.56	ASSESSMENT CHNG
RIVERA ALBERTO	22-MV-357842 \$13.10	ASSESSMENT CHNG
	22-MV-357841 \$434.49	ASSESSMENT CHNG
	22-MV-357844 \$463.28	ASSESSMENT CHNG
ROGERS BRUCE R	22-MV-358634 \$50.79	ASSESSMENT CHNG
ROMERO ROCCO P	22-MV-358894 \$123.39	ASSESSMENT CHNG
	22-MV-358893 \$344.83	ASSESSMENT CHNG
ROYAL MAINTENANCE SERV CORP	19-MV-358784 \$120.16	ABATEMENT
	19-MV-409718 \$363.41	ABATEMENT
	20-MV-356439 \$500.12	ABATEMENT
	21-MV-357804 \$727.80	ABATEMENT
R.S.R L.L.C	22-MV-356010 \$517.61	ASSESSMENT CHNG
RYNG DANIEL Z	22-MV-359941 \$124.22	ASSESSMENT CHNG
	22-MV-359943 \$830.17	ASSESSMENT CHNG
SANDOVAL SYLVIA & CARLOS A	22-MV-360764 \$123.11	ASSESSMENT CHNG
SCIGLIMPAGLIA LOUIS JOHN	22-MV-361750 \$133.47	PRORATION
SHAH RUPALI A	22-MV-362382 \$41.22	PRORATION
SIGMUND RICHARD LEE	22-MV-362894 \$72.48	PRORATION
SMITH ROBERT HUNT	22-MV-363775 \$573.24	PRORATION
SORGE FRANCESCO A	22-MV-364092 \$34.98	ASSESSMENT CHNG
	22-MV-364095 \$424.62	ASSESSMENT CHNG
SWIERC DELPHINE MARIE	21-MV-363739 \$124.36	PRORATION
THE SILVER LANDSCAPING LLC	22-MV-366748 \$69.22	ASSESSMENT CHNG
THEN DELSO D	21-MV-364803 \$147.09	PRORATION
THOMAS SHERISSE N	22-MV-366913 \$99.84	ASSESSMENT CHNG

TOYOTA LEASE TRUST	21/22-MV-SEE ATTACHED \$7,969.64	PRORATION
TOYOTA LEASE TRUST	21-MV-413702 \$971.44	PRORATION
TOYOTA MOTOR CREDIT CO	21-MV-366038 \$707.96	PRORATION
	21-MV-366283 \$576.84	PRORATION
	21-MV-366563 \$193.00	PRORATION
TORRES JACQUELINE	21-MV-413540 \$202.09	PRORATION
TOYOTA MOTOR CREDIT CO	21-MV-366245 \$360.24	PRORATION
	22-MV-368157 \$931.99	PRORATION
	22-MV-368218 \$364.93	PRORATION
	22-MV-368310 \$773.10	PRORATION
TRIANO MAXWELL J	22-MV-368970 \$109.93	ASSESSMENT CHNG
TRONE ALICE MARIE	22-MV-369059 \$122.20	ASSESSMENT CHNG
TSIRIDIS ALEX	22-MV-369203 \$82.32	ASSESSMENT CHNG
USB LEASING LT	22-MV-369826 \$402.87	PRORATION
	22-MV-369832 \$674.23	PRORATION
	22-MV-376311 \$985.30	PRORATION
VANESS TRACY T	22-MV-370533 \$65.32	ASSESSMENT CHNG
VAULT TRUST	22-MV-371022 \$277.09	ASSESSMENT CHNG
VAULT TRUST	22-MV-371011 \$263.90	ASSESSMENT CHNG
VAULT TRUST	22-MV-371010 \$193.46	ASSESSMENT CHNG
VAULT TRUST	22-MV-371083 \$13.16	ASSESSMENT CHNG
VAULT TRUST	22-MV-370963 \$208.36	ASSESSMENT CHNG
VAULT TRUST	22-MV-370950 \$177.16	ASSESSMENT CHNG
VAULT TRUST	22-MV-370866 \$149.59	ASSESSMENT CHNG
VAULT TRUST	22-MV-370927 \$130.15	ASSESSMENT CHNG
VAULT TRUST	22-MV-371072 \$115.41	ASSESSMENT CHNG
VAULT TRUST	22-MV-371023 \$125.61	ASSESSMENT CHNG
VAULT TRUST	22-MV-371008 \$180.94	ASSESSMENT CHNG
VAULT TRUST	22-MV-370843 \$119.40	ASSESSMENT CHNG

VAULT TRUST	22-MV-370844 \$194.40	ASSESSMENT CHNG
VAULT TRUST	22-MV-370864 \$51.12	ASSESSMENT CHNG
VAULT TRUST	22-MV-370845 \$198.31	ASSESSMENT CHNG
VAULT TRUST	21-MV-368869 \$332.18	PRORATION
	22-MV-371094 \$820.02	PRORATION
	22-MV-371100 \$438.27	PRORATION
	22-MV-371102 \$562.00	PRORATION
VAULT TRUST	21-MV-368779 \$681.94	PRORATION
VESCIO ANGELINA & RAFFAELE	22-MV-371824 \$15.44	ASSESSMENT CHNG
VITEZ GEMMA ST JOHN	22-MV-372272 \$200.33	ASSESSMENT CHNG
VW CREDIT LEASING LTD	21-MV-414699 \$603.68	PRORATION
VW CREDIT LEASING LTD	22-MV-372545 \$463.46	PRORATION
VW CREDIT LEASING LTD	22-MV-372466 \$461.05	PRORATION
	22-MV-372706 \$674.21	PRORATION
	22-MV-372771 \$154.10	PRORATION
	22-MV-372787 \$765.24	PRORATION
WADOLOWSKI KRZYSZTOF	22-MV-372938 \$68.43	ASSESSMENT CHNG
WALSH SUZANNE & ROBERT	22-MV-373146 \$98.20	PRORATION
WEISHEIT WILLIAM R	22-MV-373536 \$27.51	ASSESSMENT CHNG
WELLEN RICHARD BRUCE	22-MV-373581 \$162.02	ASSESSMENT CHNG
WILLIS GREGORY T	22-MV-374276 \$22.64	ASSESSMENT CHNG
WITTHAUT MARKUS CLEMENS	22-MV-374538 \$128.88	ASSESSMENT CHNG
ZACCONE SALVATORE	22-MV-375227 \$196.11	ASSESSMENT CHNG
ZAKHAR THEODORE	22-MV-375263 \$16.66	ASSESSMENT CHNG

REAL ESTATE

ATTORNEY MATTHEW CORRENTE

156 WINFIELD STREET

3-23-29-0	22-RE-128776 \$6,884.17	PAID IN ERROR
-----------	-------------------------	---------------

CORELOGIC TAX SERVICE

1 LACEY LANE

5-58-475-0	20-RE-119184 \$4,118.61	PAID IN ERROR
------------	-------------------------	---------------

CORELOGIC TAX SERVICE

6 WHITE BIRCH CT

5-7-79-0	22-RE-114750 \$3,963.36	PAID IN ERROR
----------	-------------------------	---------------

TEGANO DEBORAH M

11 NORDEN PLACE UNIT 20

3-17-34-20	22-RE-125960 \$494.95	PAID IN ERROR
------------	-----------------------	---------------

PERSONAL PROPERTY

PARKINGTON BOATWORKS

132 WATER STREET	22-PP-202242 \$700.53	ABATEMENT
------------------	-----------------------	-----------

SPECIAL REQUEST

LEWIS WILLIAM

15 JUNIPER ROAD

6-6-44-0	21-RE-115596 \$18,469.54	PAID IN ERROR
----------	--------------------------	---------------

JP MORGAN CHASE BANK

22-MV-SEE ATTACHED \$10,777.71

PRORATIONS N



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 Harry Rilling; Board of Estimate and Taxation; Finance and Claims Cte
From: Lisa Biagiarelli, Tax Collector
Date: October 11, 2023
Re: Tax Collector's Narrative to accompany September 2023 End of Month report

Please accept this abbreviated narrative to be presented by CFO Henry Dachowitz while I am on vacation from work. I will return to the office on Monday, October 16.

As of the end of September 2023, having concluded the first three months of the fiscal year, we collected more than \$204 million against our \$375 million adjusted levy, or **54.41%**. We collected **52.94%** of our sewer use levy, more than \$9.7 million, and **72.47%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended September 2023 slightly ahead of last year for collection of taxes (0.82%) and sewer use (2.3%), and behind for the IPP fee (-1.75%). With regard to prior years' collections, year to date through the end of September 2023, we continue to see the effects of transferred payments from prior years taxes to current taxes, in accordance with court stipulated judgments in property tax appeal cases. There is also a corresponding reduction in the current tax levy for the 2022 grand list, through September 2023, for the same reason. I addressed this issue in greater detail in last month's narrative. Please note that the figures we report are net of refunds and credits.

Prior narratives discussed the revised / corrected billing of 2022 grand list motor vehicle accounts that were incorrectly assessed in our July 2023 billing. This was a labor intensive project that took approximately eight weeks to complete. The City's assessment and tax collection software provider, Quality Data Services (QDS) prepared the mailing. There were more accounts involved than we originally anticipated, and in the end, more taxpayers owed additional amounts, because their assessments were originally too low, rather than too high. Revised bills were sent, and taxpayers also received an explanatory letter from the Assessor's office. Taxpayers who owed additional or revised amounts were given until Tuesday, October 10 to pay their revised amounts without interest penalty.

There were also approximately 1,500 taxpayers whose assessments were reduced as a result of the revised billing; those taxpayers are either receiving a credit on a future bill in July 2024, or are applying now for a refund. We did process credits, and sent revised bills showing credits, even to taxpayers who were overbilled small amounts (less than \$10). I will provide updates on this endeavor in next month's narrative.

In addition to issuing the revised motor vehicle billing, our office sent delinquent notices, called "demand for payment" notices, in September 2023 to past due real estate and business personal property accounts. We did not send delinquent notices to motor vehicle accounts, as we were still collecting on revised 2022 grand list motor vehicle bills.

Our third party collection agency that bills on our behalf for suspended motor vehicle accounts has now been billing for approximately ten months. We are working on a wage garnishment for City and Board of Education employees who owe past due taxes, and are preparing to work with the Department of Health when health permits renew at the beginning of the calendar year. Taxpayers owing past due business personal property taxes in excess of one year in arrears must pay those back taxes before being issued a health permit or renewal.

We expect to begin working on our July 2024 tax sale, and to initiate the second installment billing of the 2022 grand list, during the month of November 2023. It is our expectation that second installment and 2022 supplemental motor vehicle tax bills will be in the mail by the second week of December 2023. Timing depends in part on the Assessor's division, as my division is dependent upon the Assessors for billing data. With this in mind, Paul Gorman has expressed his commitment to work with my division, our printer and our software provider to get the bills out according to our normal schedule.

Upon my return to work, I will be pleased to respond to any questions, and will continue to keep all stakeholders informed of our progress.

TAX COLLECTOR'S REPORT
SEPTEMBER 2023

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ADJ. TAX COLLECTIONS			COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY	JUN 23 - SEP 23					
AUTOMOBILE-REGULAR	\$30,725,059.50	\$23,388,354.48		76.12%	\$29,651,446.12	(\$1,073,613.38)	78.88%
PERSONAL PROPERTY	\$22,422,652.30	\$12,188,083.51		54.36%	\$22,301,429.39	(\$121,222.91)	54.65%
REAL ESTATE	\$325,927,765.40	\$168,814,102.53		51.79%	\$323,698,759.55	(\$2,229,005.85)	52.15%
TOTAL TAX	\$379,075,477.20	\$204,390,540.52		53.92%	\$375,651,635.06	(\$3,423,842.14)	54.41%
SEWER USE	\$18,240,059.00	\$9,753,776.67		53.47%	\$18,424,026.06	\$183,967.06	52.94%
IPP FEE	\$199,250.00	\$144,223.81		72.38%	\$199,000.00	(\$250.00)	72.47%
FISCAL YEAR 2022-2023 (2021 GRAND LIST)							
AUTOMOBILE-REGULAR	\$27,605,498.25	\$22,681,498.77		82.16%	\$27,337,853.56	(\$267,644.69)	82.97%
PERSONAL PROPERTY	\$26,217,238.98	\$11,861,920.44		45.24%	\$21,932,782.10	(\$4,284,456.88)	54.08%
REAL ESTATE	\$315,360,461.09	\$159,761,551.52		50.66%	\$313,341,321.00	(\$2,019,140.09)	50.99%
TOTAL TAX	\$369,183,198.32	\$194,304,970.73		52.63%	\$362,611,956.66	(\$6,571,241.66)	53.58%
SEWER USE	\$17,981,973.00	\$8,916,379.07		49.59%	\$17,608,217.56	(\$373,755.44)	50.64%
IPP FEE	\$190,750.00	\$143,626.43		75.30%	\$193,500.00	\$2,750.00	74.23%
TAX DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)							
	\$9,892,278.88	\$10,085,569.79		1.29%	\$13,039,678.40	\$3,147,399.52	0.82%
SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)							
	\$258,086.00	\$837,397.60		3.89%	\$815,808.50	\$557,722.50	2.30%
IPP DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)							
	\$8,500.00	\$597.38		-2.91%	\$5,500.00	(\$3,000.00)	-1.75%
BACK TAXES COLLECTED							
PRIOR TAXES			CUR YR vs. PRIOR YR INC/(DEC)				
PRIOR SEWER USE FEE	\$1,126,700.63	\$821,241.39	(\$1,947,942.02)				
PRIOR IPP FEE	\$75,686.69	\$78,920.09	(\$3,233.40)				
TOTAL PRIOR TAX, SEWER & IPP	\$2,257.50	\$1,895.34	\$362.16				
	(\$1,048,756.44)	\$902,056.82	(\$1,950,813.26)				
CURRENT INTEREST	\$185,020.90	\$206,042.88	(\$21,021.98)				
PRIOR INTEREST	\$418,158.81	\$237,400.83	\$180,757.98				
SEWER USE FEE INTEREST	\$20,573.83	\$19,434.03	\$1,139.80				
IPP FEE INTEREST	\$1,090.48	\$1,089.91	\$0.57				
TOTAL INTEREST COLLECTED	\$624,844.02	\$463,967.65	\$160,876.37				
PRIOR LIEN FEE	\$4,702.77	\$4,495.51	\$207.26				
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00				
TOTAL LIEN FEE COLLECTED	\$4,702.77	\$4,495.51	\$207.26				
MISC FEES COLLECTED	\$21,914.48	\$41,316.36	(\$19,401.88)				
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	(\$397,295.17)	\$1,411,836.34	(\$1,809,131.51)				

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: October 13, 2023

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Robert Stowers, Director of Recreation & Parks

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Recreation & Parks

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

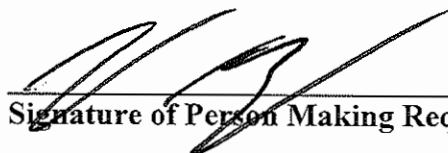
1. Authorize the Mayor, Henry W. Rilling, to enter into an agreement with Greenwich Kennel Club for the use of Taylor Farm and immediate surrounding grounds for their Paws by the Sea Dog Show event to held from Thursday, June 6, 2024 to Sunday, June 9, 2024 from 10:00 AM to 4:00 PM. Set-up time from Tuesday, June 4, 2024 at 12:00 PM to Wednesday, June 5, 2024 at 5:00 PM with tear-down on Sunday, June 9, 2024 by 3:00 PM. Approximately 500 + people.
2. Authorize the Mayor, Harry W. Rilling, to extend the contract with Norwalk Community Sailing for three (3) additional years, per section I-2 of lease agreement dated October 12, 2021, and to a rowing component to the existing contract.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.


 Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84

Permit

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

PHONE:(203) 854-7806

Permit # R14

Status Approved

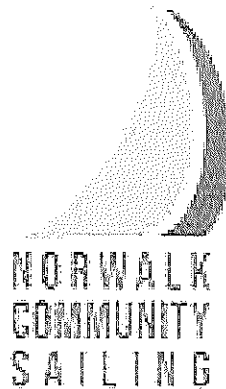
Date Sep 20, 2023 4:03 PM

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

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

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

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



Summary proposal to add Rowing to Norwalk Sailing School site/ Norwalk Community Sailing

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

• Outreach in High Schools and community centers

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

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

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

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

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

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

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

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

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

I. License Granted - Responsibilities

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

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

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

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

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

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

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

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

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

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

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

request.

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

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

II. Care and Maintenance of Site

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

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

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

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

deficiency shall constitute a breach of this License.

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

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

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

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

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

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

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

LICENSEE shall not:

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

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

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

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

III. Insurance and Indemnification

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

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

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

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

volunteers or invitees shall be at the sole risk of LICENSEE. Any personal property that remains after the expiration of the term of this License shall be deemed abandoned and title to such property shall pass to the CITY.

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

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

provided hereunder and shall survive the termination of this License.

IV. Facility Requirements

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

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

V. Termination

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

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

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

VI. Vacating Premises

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

VII. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. Corporate Acknowledgement, Representations and Covenants

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

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

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

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

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

respects.

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

IX. Notices

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

FOR THE CITY OF NORWALK:

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

With a Copy to:

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

FOR THE LICENSEE:

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

X. Living Wage

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

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

Signed, Sealed and Delivered
in the Presence of:

Witness

Witness

By: _____
Its
Duly Authorized

Date signed: _____

APPROVED AS TO FORM
OFFICE OF CORPORATION COUNSEL:

EXHIBIT 4

LICENSE FEE SCHEDULE - NORWALK SAILING SCHOOL

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



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: STD/TB grant funds
Date: October 12, 2023

Through the Connecticut Department of Public Health (CT DPH), the Norwalk Health Department will receive funding to support our Sexual Health Clinic and Tuberculosis (TB) Control Program. The Norwalk Health Department has been allocated \$38,058 for this current fiscal year.

We request the following authorizations:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds in the amount of \$38,058 from the State of Connecticut Department of Public Health for the Sexually Transmitted Diseases and Tuberculosis Control Programs for the period October 1, 2023 to June 30, 2024.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Sexually Transmitted Diseases and Tuberculosis Control Programs for the period October 1, 2023 to June 30, 2024.

Norwalk Health Department's sexual health clinic offers community members confidential examinations, diagnosis, and treatment for most sexually transmitted diseases (STDs), education to reduce the risk of those infections, and free hepatitis A, hepatitis B, and human papilloma virus (HPV) vaccines for all eligible clients. The TB Control Program evaluates, diagnoses, and treats latent (inactive) TB disease with free medication. The program also provides TB screening and education and monitors TB activity within the community. Skin testing is also available by appointment. When an active case of TB is reported to the Health Department, program staff investigate to locate the source.



TRIANGLE COMMUNITY CENTER PARTNERSHIP WITH CITY OF NORWALK

OVERVIEW:

Triangle Community Center was awarded a sub-grant to serve the needs of LGBTQA+ student population. TCC worked with the LGBTQA+ student population by providing clinical services and risk assessments, as well as linking students to community resources to address their specific needs.

EXISTING PROGRAMMING FOR LGBTQA+ STUDENTS:

LGBTQA+ students limited support and services. Specifically:

- Norwalk High School has a third-party Social Worker / counselor (Teen Talk / Kids In Crisis) on-site at the school four times per week.
- PTECH holds a Pride Club once a week.
- No other community provider is serving the needs and providing services to LGBTQA+ student population.
- Only one middle school, West Rocks Middle School, holds a pride event in June.

TCC INITIATIVES IN NPS SINCE OCTOBER, 2022:

TCC initially identified LGBTQA+ students, and organically grew via word of mouth, in order to provide mental health support to these individuals directly in their schools. Triangle Community Center is embedded in seven (7) Norwalk Public Schools to implement weekly programming and support, in one of the schools each week, meeting with students.

TCC does not take a 'one size fits all' approach to every school. Every school is different, and depending on the school, the students, and the needs, determined how we engaged and met with the students. We created a space for the student(s) that is safe, secure and right for them to engage.



Below is how we engage and meet with students at each school on a weekly basis.

HIGH SCHOOLS:

Norwalk High School - TCC was part of the Teen Talk and Kids in Crisis Group, once a week, which engages approximately 20-30 students that will attend throughout the course of a two-hour lunch period. This forum also served as a feeder to have students schedule one on one time with the TCC clinician in a separate and private setting. Clinician is meeting approximately 7-10 students individually, on an as needed basis.

PTECH - TCC took part in Pride Club, once a week, where approximately 15-20 students attend in a group / club environment.

Brien McMahon High School / Center for Global Studies – New re-established relationship with services to be provided to students.

MIDDLE SCHOOLS:

West Rocks Middle School - TCC met with students, in groups, by grade level, during lunch. In total, we met with approximately 15-20 students (6th graders (12-15), 7th graders (5), and 8th graders (4).

Nathan Hale Middle School - TCC met with students, individually, throughout the course of the school day. Students sign up via guidance counselors to meet for approximately 20 minutes in a private setting. In total, we meet with approximately 8-10 students.

Roton Middle School - TCC met with students, individually, throughout the course of the school day. Students sign up via guidance counselors to meet in a private setting. In total, we meet with approximately 7-10 students.

Ponus Ridge Middle School - TCC met with students, individually, throughout the course of the school day. Students sign up via guidance counselors to meet in a private setting. In total, we meet with approximately 8-10 students.



IMPACT:

- Created a community where everyone has an equitable opportunity to thrive.
- Created continuous learning, community-wide partnerships to create systemic change.
- Provided an interventional 'crisis mode', on-site solution-based center for safety.

IDENTIFIED NEEDS OF LGBTQ+ STUDENTS:

TCC is continuously identifying the needs of students, with the student's input, to assess their needs, to ensure they are safe, are heard, and are secure. Through this partnership, we provide and offer the following:

- Individual Supportive Counseling
- LGBTQ+ Community Building
- Tackling Microaggressions (from students, staff and family)
- Education and Training for School Admin/Staff
- Social Events (Pride, Queer Prom)
- Linking Students to Community Support
- Creating Conversation Between Students and Their Families

INITIAL OBSERVATIONS:

Students expressed the want for 'respect' to feel more included and safer in the school / community (at home as well) and to be accepted for 'who they are'.

Overall, TCC has experienced initial observations of anxiety and depression while dealing with the day-to-day difficulties of how they perceive themselves, and how they may not conform to 'socially and culturally defined behaviors and characteristics', as it relates to gender dysphoria, gender identity and sexual orientation.

TCC observed that students experienced heightened crisis, of anxiety and depression, leading into school breaks (eg: December break, Spring break and Summer break).

SUSTAINABILITY:

In Year One, TCC worked on developing relationships, building trust and creating familiarity with the NPS Administration and the LGBTQ+ student population at each school.

In Year Two, TCC will focus on breaking down barriers (between students and family, students and staff, and students and other students), help students to feel more comfortable to express their identity safely in their school, community, and home. TCC plans to focus and address homophobia, transphobia and microaggressions through education.



TCC will also focus on continued development and implementation of programming and community resources to create opportunities for students to provide safe space and mental health support for this community during non-school time. TCC currently offers a variety of youth summer programs, which will continue to evolve and grow based on the needs of our youth.

QUOTES FROM OUR STUDENTS:

This was written to us the first day we attended Pride Club at PTECH/NHS from one the Presidents of the Club:

"Coming from a family that has not been accepting of the queer community, I appreciate these new programs that have been implemented in schools. I have really discovered who I am outside of my home. Knowing we have resources brings me comfort. Thank you guys once again for coming. I hope to see you here often as we continue to figure out our goal with our club."

Other Testimonials:

"Wednesday is my favorite day of the week. Because you are here and we get to meet and then my Mom picks me up from school."



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/18/23

DEPARTMENT: COMMUNITY SERVICES

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:

☐	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
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☒	Other, please explain: Renewal of Triangle Center funding for specialized population LGBTQA+ services

TOTAL COST: \$70,000 MUNIS Account: # 132010-5796-ACS01

VENDOR: Trinagle Community Center

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
		Supports	<i>Lamond Daniels</i>
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Lamond Daniels, LCSW, MPA
Date			Date 10/18/23

JUSTIFICATION:

Triangle Community Center received an ARPA sub-grant to support the needs of the LGBTQA+ student population at the height of COVID. The center provided clinical services and risk assessments, and also connected students to community resources to address their specific needs.

In the first year, TCC focused on building relationships, creating familiarity, and gaining the trust of the NPS Administration and LGBTQA+ student population at each school.

In the second year, TCC will concentrate on breaking down barriers between the students and their families, staff, and peers. The center will also focus on creating a safe space for students to express their identities comfortably in their community, school, and home.

Additionally, TCC will continue to develop and implement programming and community resources to provide mental health support for this community during non-school time. The center currently offers various youth summer programs that will continue to evolve and grow based on the needs of the youth.

As the only service provider catering to this specialized population in Norwalk, it is recommended that the Triangle Community Center be awarded a continued grant under our ARPA COVID funding, which will be the final year of the grant.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): N / A

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: October 24, 2023

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES WHICH ONE? Public Works

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES XX NO N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling to Execute the CPB Row and Road Reconstruction Agreement, Deed Clarification Agreement, and Declaration of Restrictive Covenant between The City of Norwalk and Gardella Brothers Limited Liability Company, per The Memorandum of Assistant Corporation Counsel, Darin Callahan dated September 28, 2023.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

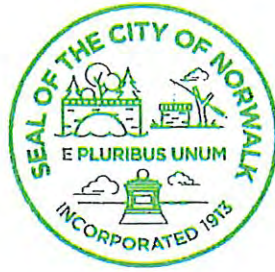
EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions

Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact

*Corporation Counsel
Darin Callahan*

Common Council Committee

Public Works Committee

Date Approved by Committee

Purpose/Scope

Gardella Agreement

Vendor

(Indicate if new or existing vendor)

Term of Contract

Method of Procurement

(Indicate if sole source)

Cost of Contract

Funding Source/Account Number

Additional Information/Other Details

MEMORANDUM

From: Darin L. Callahan, Assistant Corporation Council

To: Mayor Harry W. Rilling
Members of the Common Council

Cc: Mario F. Coppola, Corporation Counsel

Date: September 28, 2023

Re: Gardella Agreement

For the reasons set forth below, the following Agenda Item is proposed for your consideration:

AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE CPB ROW AND ROAD RECONSTRUCTION AGREEMENT, DEED CLARIFICATION AGREEMENT, AND DECLARATION OF RESTRICTIVE COVENANT BETWEEN THE CITY OF NORWALK AND GARDELLA BROTHERS LIMITED LIABILITY COMPANY, PER THE MEMORANDUM OF ASSISTANT CORPORATION COUNSEL, DARIN CALLAHAN DATED SEPTEMBER 28, 2023.

I. General Background:

Calf Pasture Beach (a 33.7± acre parcel of land) was acquired from the abutting land owners over 100 years ago by way of a quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (hereinafter, the “CPB Deed”). The Gardella family (hereinafter, the “Gardellas”) are the successors-in-interest to the aforementioned adjacent land, i.e., - 0, 48, 50 and 62 Calf Pasture Beach Road (hereinafter, the “Gardella Parcels”). A copy of the Deed is attached hereto as Exhibit A.

About 7 years ago the Gardellas approached the City seeking to address a series of issues concerning the CPB Deed. The issues mostly arise from poorly defined and/or outdated reservations and restrictions in the CPB Deed. Other issues upon which a global resolution was sought include additional easements over Calf Pasture Beach which were not reserved in the Deed.

Over the course of the last several years there has been an extraordinary amount of time dedicated by the Law Department and City Department Heads in attempting to find a mutually agreeable resolution to these issues. Attached hereto as Exhibit B is the latest iteration of a proposed global resolution of the above referenced issues. The agreement is entitled “CPB ROW and Road Reconstruction Agreement,” (hereinafter, the “Master Agreement”). The Master Agreement generally contemplates the tendering of certain recordable instruments to the Gardellas in exchange for monetary consideration and the City’s undertaking of certain road construction obligations. The instruments include an agreement entitled “Deed Clarification Agreement”

attached to the Master Agreement as *Exhibit 1* which specifically addresses the issues that stem from the reservations and restrictions in the CPB Deed, and another agreement entitled "Declaration of Restrictive Covenant" attached to the Master Agreement as *Exhibit 2* which is intended to resolve Gardellas' request for additional easement rights.

A summary of the above referenced issues and how they were addressed in the aforementioned agreements are discussed in this Memorandum as follows: Section II: The scope and location of the right of way reserved in the CPB Deed burdening Calf Pasture Beach and benefiting the Gardella Parcels; Section III: Additional Easements vs. Restrictive Covenant; and Section IV: Modification of Deed Restrictions.

II. Issues and Proposed Resolutions: Scope and Location of Right of Way Reserved in Deed.

a. Issue: Scope and Location of Right of Way Reserved in Deed.

The right of way clause in the CPB Deed is as follows:

The Releasors, however, reserve to themselves and each of them for the benefit of Reed G. Haviland, and for their and his respective heirs and assigned forever, a right of way over the Westerly and Northerly side or portions of tract "A" to said parkway or boulevard for access and egress to and from their respective land of said parties adjoining tract "A".

Tract "A" refers to Calf Pasture Beach. For purposes of understanding the Westerly and Northerly side or portions of Tract "A", Table 1 provides a Google Earth shot of Calf Pasture Beach directionally oriented north, south, east and west.

Table 1:



Given that the geographical location and overall footprint of the right of way is only loosely defined in the CPB Deed, it is beneficial to both parties to clarify the same.

b. Proposed Resolution: Scope and Location of Right of Way Reserved in Deed.

The scope, location and geographical footprint of the right of way reserved in the CPB Deed is addressed in the instrument entitled "Deed Clarification Agreement," a copy of which is attached as an exhibit to the Master Agreement. The Deed Clarification Agreement stipulates that the scope of the right of way is for *vehicular* ingress and egress, and further, that vehicular ingress and egress is limited to certain portions of the inbound and outbound lanes of Calf Pasture Beach post-reconfiguration of the same.

The City has prepared an easement map survey, which is attached to the Deed Clarification Agreement. The right of way is identified therein as "Proposed Access Easement Area." However, for ease of reference, the location and geographical footprint of the right of way (including the associated to be constructed driveway aprons and crossover medians) are generally depicted in Table 2 below by a magenta single dash line.¹

Table 2:



c. Ancillary Issues and Resolutions:

In connection with clarifying the location and scope of the right of way reservation, certain improvements need to be made to a portion of the outbound travel lane at Calf Pasture Beach together with new driveway access aprons and associated crossover medians to integrate traffic to

¹ Within the Deed Clarification Agreement, the City reserves the right to otherwise relocate Calf Pasture Beach Road, in which case the subject right of way will be located over Calf Pasture Beach Road as relocated; provided however, that the City shall extend and/or relocate the median and driveway apron improvements such that: (i) functionally equivalent vehicular access over the right of way to and from Calf Pasture Beach Road and the Gardella Parcels is maintained; and (ii) Calf Pasture Beach Road is not relocated within (10) feet from the Gardella Parcels where said parcels share a common boundary line with Calf Pasture Beach.

and from the Gardella Parcels with the overall traffic the City has in general for users of Calf Pasture Beach. In a nut shell, a road reconfiguration construction project is necessary and the allocation of cost for the same needs to be addressed by the parties.

The changes to the outbound travel lane at Calf Pasture Beach are delineated in orange in Table 2 above. The new driveway access aprons and associated crossover medians are also depicted in Table 2. \$100,000 of the overall compensation paid by Gardella to the City under the Master Agreement is specifically earmarked for funding the construction of the above referenced improvements. To the extent actual cost exceed said amount, the overage would be absorbed by the City. Future maintenance of the inbound and outbound travel lanes at Calf Pasture Beach will primarily be the responsibility for the City to perform and Gardella will have a 50% cost share obligation for the same to the extent of its right of way.

III. Issue and Proposed Resolution: Request for Additional Easement.

a. Issue: Additional Easements vs. Restrictive Covenant.

The easement area proposed by Gardella for the requested additional easements are reflected in the yellow highlighted portion of Table 3 below (hereinafter, the "Corridor").²

Table 3:



b. Proposed Resolution: Additional Easements vs. Restrictive Covenant.

The issue of the above referenced additional easements was brought before and rejected by the 2020/2021 Council. We agree that any substantive discussions on whether to grant the additional easements, whether in whole or in part, should not proceed until such time as there is a

² These easements were for the purpose of installing, constructing, maintaining, repairing and replacing sidewalks, bike paths, landscaping, and utilities.

pending site plan application before the Planning and Zoning Commission that: (i) the City determines granting such easements are in its best interest; and (ii) easements are only granted to the extent of and as necessary for such site plan. However, in an effort to maintain the status quo for some period of time, what is being proposed is restricting improvements in the subject area for a period of 6 years. The purpose of this restriction is to give Gardella a reasonable period of time to bring forward an actual site plan application and make a request that the City revisit the issue of granting additional easement rights in the Corridor.

The specific restricting language is set forth in the Declaration of Restrictive Covenant attached as an exhibit to the Master Agreement and as follows:

1. Restrictive Covenant. Except as provided in Section 2 below, the Area Subject to Restrictive Covenant (defined below) shall at all times for six (6) consecutive years after the date of this Declaration of Restrictive Covenant first set forth above (the "Restriction Period") shall not be improved by the City in a manner that would prevent the construction of public sidewalks, bike paths, or undergrounding of electrical, water or sewerage utilities within the Area Subject to Restrictive Covenant. As used herein, the term "Area Subject to Restrictive Covenant" shall mean the portion of Calf Pasture Beach identified Area Subject to Restrictive Covenant more particular described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Restriction Map (R-1)" dated September 26, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 dated _____, _____, a copy of which is attached hereto as Schedule A.

2. New or Existing Utilities. Nothing herein shall be deemed to prevent in any way whatsoever, the construction, location or relocation of new or existing utilities and related infrastructure, including electrical, water or sewerage utilities, within the Area Subject to Restrictive Covenant.

IV. Issue and Proposed Resolution: Modification of Deed Restrictions

a. Issue: CPB Deed Restrictions in the CPB Deed.

The CPB Deed also contains a series of land use restrictions over Calf Pasture Beach within the CPB Deed. The relevant restriction language is as follows:

[The Releasors] . . . by these presents remise, release and forever Quit-Claim unto the City of Norwalk for park purposes only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing. [Calf Pasture Beach]. . . The Releasors convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions: That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or

refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousal or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises.

(Emphasis Added).

What is being proposed is to replace the above referenced use restrictions in the CPB Deed to the following:

[The Releasors] . . . by these presents remise, release and forever Quit-Claim unto the City of Norwalk for park purposes only, said park to be used by the residents and non-residents of said City for rest, recreation and bathing, and any and all other uses associated with or accessory to a park or other land set aside for public recreational use, [Calf Pasture Beach]. . .

(Emphasis Added).

EXHIBIT A

Aggregate loans and advancements of Three Thousand Dollars (\$3,000) are evidenced by the promissory note of said grantor, for said sum of Three Thousand Dollars (\$3,000), of even date herewith, payable to the said Trust Company, at its banking house, on demand, for value received, with interest payable semi-annually in advance, to wit, on the first day of June and December in each year, subject however, to pro-rata repayment, if payment of the note be earlier required by said Company.

NOW, THEREFORE, if said note shall be well and truly paid according to its tenor and true intent, and said promises shall be kept insured to the satisfaction of the said Trust Company, and all taxes thereon duly paid by the said grantor, then this deed shall be void, but otherwise shall be and remain of full force and effect.

Signed, sealed and delivered
in the presence of:

John Haney
Spencer S. Adams
STATE OF CONNECTICUT,
COUNTY OF FAIRFIELD, } ss.

ALPHONSE MANSI (L.S.)

Norwalk, August 8th, A.D., 1922,

Personally appeared ALPHONSE MANSI, signer and sealor of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
(Not a Seal) Spencer S. Adams, Notary Public.
Received for Record August 8, A.D., 1922, at 10:30 A.M., and recorded by,
Anne G. Smith Not. Town Clerk

COPY

Upon motion duly made and seconded the following resolutions were unanimously adopted: RESOLVED, by the Board of Directors of the Wilson Point Company, Incorporated, a corporation under the laws of the State of Connecticut, and located in the town of Norwalk, in said State, at a meeting of said Board, held on the 29th day of July, that any two of the officers of said Company, to wit: either the President and the Treasurer, or the President and the Secretary, or the Treasurer and the Secretary, be and they are hereby authorized, empowered and directed to make, execute, acknowledge and deliver any and all deeds of conveyances of the real estate of said Company, or any part thereof, and any and all leases and mortgages of said Company on its real estate; and further RESOLVED: That this resolution and the powers and authority herein given and conferred, shall be and remain in force and effect until the thirtieth day of June, 1924. I, Reed G. Haviland, Secretary of the said The Wilson Point Company, Incorporated, hereby certify that the above and foregoing is a true copy of resolutions adopted and passed by the Board of Directors of said Company, at a meeting of said Board held on the 29th day of July, 1922. In Witness Whereof, I have hereunto set my hand and the seal of said Company, this 8th day of August, 1922.
REED G. HAVILAND, Secretary as aforesaid.
Received for Record August 9, A.D., 1922, and recorded by,
Anne G. Smith Not. Town Clerk

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Wallace Marvin, Oris A. Marvin and Mary Marvin Taylor (married after the year 1877), Henry W. Gregory, George F. Betts, Sally S. Betts and Charlotte F. Betts Jackson (married after the year 1877), all of the Town of Norwalk in the County of Fairfield and State of Connecticut, for the consideration of one dollar received to our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut, and located in said County of Fairfield, do by these presents remise, release and forever Quit-Claim unto the said City of Norwalk for park purpose only, and as hereinafter restricted, said park to be used by the residents of said City for rest, recreation and bathing, all that certain tract or parcel of land, situated in said City of Norwalk, and within the Town of Norwalk, being in quantity thirty-three and seven-tenths (33.7) acres (of which about twenty-nine (29) acres are conveyed by said J. Wallace Marvin, Oris A. Marvin and Mary Marvin Taylor and about two (2) acres by said Henry W. Gregory and about two (2) acres by said George F. Betts, Sally S. Betts, and Charlotte F. Betts Jackson) and being the parcel marked "A" on that certain map entitled "Map of Ludlow Park and Parkways Showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc., Engineers and Surveyors, South Norwalk, Conn.,", which map is

filed or to be filed in the office of the Clerk of said Town of Norwalk. The said Parcel "A" is bounded Northerly by other land of said Marvin and Taylor and by proposed parkway or boulevard as shown on said map; Easterly in small part by land of said Marvin and Taylor and principally by Long Island Sound; Southerly and Southwesterly by said Long Island Sound; and Westerly in part by said Long Island Sound (or Norwalk Harbor) and in part by land of Henry W. Gregory and Reed O. Haviland. The Releasees, however, reserve to themselves and each of them and for the benefit of Reed O. Haviland, and for their and his respective heirs and assigns forever, a right of way over the Easterly and Northerly sides or portions of tract "A" to said parkway or boulevard for access and egress to and from the respective lands of said parties adjoining tract "A".

IN CONSIDERATION of the premises and in accepting this instrument the said City of Norwalk agrees and covenants with the Grantors and their respective heirs and assigns to fill within a reasonable time the premises hereby conveyed to a level above high water mark and to comply with the restrictions hereinafter set forth as to the use of said land. The Releasees convey the premises above described to said City and said City accepts the conveyance thereof subject to the following restrictions and conditions: That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousel or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for basketball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises. That no other land—owned by the said Marvin and Taylor or by said Gregory and Haviland and contiguous to said tract "A", shall hereafter be condemned or taken over by said City for park or other purposes against the will or desire of said Marvin, Taylor, Gregory or Haviland; and that in case the City shall at any time condemn or attempt to condemn any other lands of said Marvin, Taylor, Gregory and Haviland contiguous to said tract "A", or any part thereof for park or other purposes, then the title to the land hereby conveyed for park purposes shall revert without entry for condition broken, respectively to the said Marvin, Taylor, Gregory, Betts and Jackson according to their present ownership thereof, and the same shall be condemned in connection with such additional land and shall be valued and paid for in the same manner as such additional land. The foregoing restrictions and conditions shall be binding upon said City, its successors and assigns, and shall inure to the benefit of the Releasees, their heirs, executors, administrators and assigns forever.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Releasees, its successors and assigns forever, for the purposes aforesaid so that neither or re, the said Releasees, nor our heirs, nor any person under us or them, shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom we and they are by these Presents forever barred and excluded, except as to right of way reserved and the restrictions hereinbefore set forth.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7 day

of August, A.D., 1922.

Signed, sealed and delivered
in presence of

Ruth Goiding }
 Wm. F. Tammany }

J. WALLACE MARVIN (L.S.)
 ORIE A. MARVIN (L.S.)
 MARY MARVIN TAYLOR (L.S.)
 CHARLOTTE F. JACKSON (L.S.)
 SALLY S. BETTS (L.S.)
 GEORGE F. BETTS (L.S.)
 HENRY W. GREGORY (L.S.)

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } 10. Personally appeared J. WALLACE MARVIN, ORIE M. MARVIN and MARY MARVIN TAYLOR, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
 (Not'l Seal) Ruth Goiding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } 00. Personally appeared HENRY W. GREGORY, one of the signers and sealers of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,
 (Not'l Seal) Ruth Goiding, Notary Public.

STATE OF CONNECTICUT, } Norwalk, August 7th, A.D., 1922.

COUNTY OF FAIRFIELD, } 00. Personally appeared GEORGE F. BETTS, SALLY S. BETTS and CHARLOTTE F. BETTS JACKSON, three of the signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me,
 (Not'l Seal) Ruth Goiding, Notary Public.

Received for Record August 9, A.D., 1922, at 9:45 A.M., and recorded by,

Anna J. Smith

Act. Town Clerk

KNOW ALL MEN BY THESE PRESENTS: That we, J. Wallace Marvin, Orie A. Marvin and Mary Marvin Taylor (married after the year 1877) all of the Town of Norwalk, in the County of Fairfield and State of Connecticut, for the consideration of One Dollar received in our full satisfaction of the City of Norwalk, a municipal corporation created and existing under the laws of the said State of Connecticut and located in said County of Fairfield, do by these presents remise, release and forever quit-claim unto the said City of Norwalk, for highway, parkway or boulevard purposes only, as laid out on the map hereafter referred to and at grade approved by releasors, all that certain strip or parcel of land, being one hundred (100) feet in width from East to West and indicated as "Layout decided for proposed parkway or boulevard" on that certain map entitled "Map of Ludlow Park and Parkways showing division lines between said park and parkways and adjoining owners, May, 1922, The Samuel W. Hoyt, Jr. Co., Inc. Engineers and Surveyors, South Norwalk, Conn.", which map is filed or is to be filed in the office of the Clerk of said Town of Norwalk, and bounded Northerly by Beach Avenue, so called; Easterly by other land of the Releasors; Southerly by parcel "A" as designated on the map aforesaid and conveyed to the City of Norwalk for park purposes; and Westerly by other land of the Releasors. Also for highway, parkway or boulevard purposes only, at grade approved by the releasors, all that certain strip or parcel of land, being seventy-five (75) feet in width from North to South and indicated on the map aforesaid as "Layout decided for proposed parkway", and bounded Northerly by other land of the Releasors; Easterly by Canfield Avenue, so called; Southerly by other land of the Releasors, and Westerly by the strip of parcel first herein described. Said parcel first herein described widens at the Southerly end and the strip or parcel second herein described widens at its Easterly end and at its Westerly end and the Releasors also convey to said City for the purpose aforesaid the additional land included within the limits of said proposed parkway shown on the map aforesaid.

The Releasors are of the opinion that enough material will be found within the limits of said proposed highways as now laid out on said map, to make all fills to grade established as aforesaid, but in the event that said materials be insufficient and additional fill be required to grade said highways to such grade, the Releasors agree to give the same at points designated by them if called upon for the same on or before June 1st, 1923 the removal of such fill, however, to be done by the City in a reasonable manner with the least amount of injury to the property of the Releasors.

In accepting this conveyance the City covenants and agrees to proceed with and to carry to completion by June 1st, 1923, the construction of the highways or parkways aforesaid.

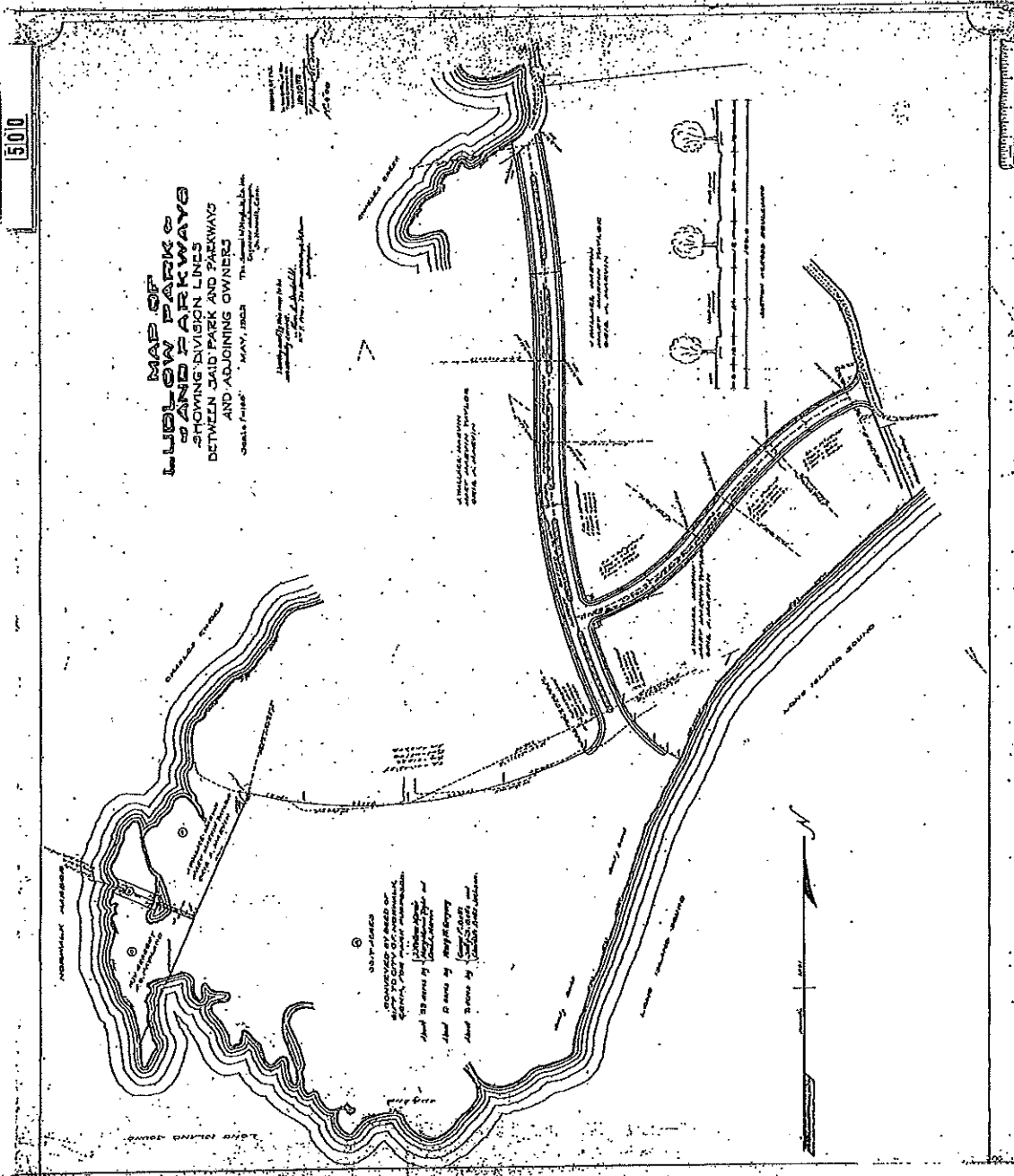
MAP OF LUDLOW PARK & LAND PARKWAYS

SHOWING DIVISION LINES
BETWEEN SAID PARK AND PARKWAYS
AND ADJOINING OWNERS

CHARTERED MAY, 1928 The Great Lakes & Lake
Superior Land Co.

MADE BY
J. H. COOPER
JULY 1928

1000 feet per inch
Scale of 1 inch = 1000 feet
N. 1/2 Sec. 36, T. 12 N., R. 10 W., S. 42 E.



NOTED
ADJACENT TO THE
LUDLOW PARK
AND LAND PARKWAYS
AND ADJOINING OWNERS
AND THE GREAT LAKES & LAKE SUPERIOR
LAND CO.

EXHIBIT B

CPB ROW AND ROAD RECONSTRUCTION AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
GARDELLA BROTHERS LIMITED LIABILITY COMPANY

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF NORWALK, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851, acting herein by Harry W. Rilling, its Mayor, duly authorized (the "City"), GARDELLA BROTHERS LIMITED LIABILITY COMPANY, a Connecticut limited company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "Gardella"). Gardella and City are hereinafter referred to individually as the "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "Parcel 1"), 62 Calf Pasture Beach Road (referred to herein as, "Parcel 2-A"), 48 Calf Pasture Beach Road (referred to herein as, "Parcel 2-B"), and 50 Calf Pasture Beach Road (referred to herein as, "Parcel 3")(a/k/a as District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and recorded in Volume 3680, Page 190 of the land records of the City of Norwalk (the Norwalk Land Records"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "Parcel 2") have legally merged into a single lot for zoning purposes, as shown and depicted on a certain map titled, "Lot Line Adjustment Plan & Property Survey Plan (Lr-1)" dated August 18, 2021 revised September 27, 2023 prepared by VHB which map has been recorded on _____, 2023 on the Norwalk Land Records and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 are hereinafter referred to collectively as the "Gardella Parcels";

WHEREAS, the City owns approximately 33.7+/- acres of real property adjacent to and abutting the Gardella Parcels known as "Calf Pasture Beach;"

WHEREAS, Calf Pasture Beach was acquired by the City by way of quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (the "Deed");

WHEREAS, pursuant to said Deed, the releasers therein (the "Releasers") conveyed Calf Pasture Beach to the City with a certain reservation of right-of-way (the "ROW") benefiting the Gardella Parcels;

WHEREAS, pursuant to said Deed, the Releasers further conveyed Calf Pasture Beach to the City with certain restrictions and conditions (the "Restrictions") benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

WHEREAS, ingress and egress to and from Calf Pasture Beach is over an approximately [<< _____ >>] mile roadway extension ("Calf Pasture Beach Extension") from Calf Pasture Beach Road, Norwalk, Connecticut ("Calf Pasture Beach Road");

WHEREAS, Calf Pasture Beach Extension has never been adopted by the City as a public road pursuant to applicable law;

WHEREAS, over the past 100 years, Gardella's (and their predecessors-in-interest) exercise of the aforementioned ROW rights over Calf Pasture Beach Extension or elsewhere within Calf Pasture Beach for purposes of access to and from the Gardella Parcels or otherwise, whether individually or as a whole, has been *de minimus*;

WHEREAS, over the past 100 years, Gardella's (and their predecessors-in-interest) previous enforcement of any of the aforementioned Restrictions in connection with the City's uses of Calf Pasture Beach or improvements made thereon by the City has been *de minimus*;

WHEREAS, Gardella desires the City to recognize and confirm the continuing validity of ROW as a non-exclusive vehicular access and egress easement benefiting the Gardella Parcels, together with the location and scope thereof, and further, for the City to perform certain improvements to Calf Pasture Beach Extension, including reconfigurations of the road, together with, certain median and driveway extension improvements thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension to provide for vehicle ingress and egress to said parcels;

WHEREAS, the City is willing to so recognize and confirm the continuing validity of the ROW and location and scope thereof, and construct said improvements on the terms and conditions set forth therein;

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

1.0. Incorporation of Recitals. The Recitals set forth herein above are incorporated into this Agreement.

2.0. Recognition and Confirmation of Rights and Obligations.

2.1. Recognition, Clarification and Amendment of Land Rights; Construction Obligations. Subject to the terms and conditions of this Agreement, the City, in reliance upon the representations and warranties of Gardella made herein and in the Exhibits annexed hereto, shall at the Closing (hereinafter defined):

(1) Execute and record on the Norwalk Land Records a Deed Clarification Agreement in form and substance set forth in Exhibit 1 attached hereto and the Declaration of Restrictive Covenant set forth in Exhibit 2 attached hereto; and

(2) Become obligated to perform the construction of the improvements set forth in Article 7.0 of this Agreement.

2.2. Consideration: Consideration for the Deed Clarification Agreement and Declaration of Restrictive Covenant to be conveyed pursuant to Article 2.1 and the obligation to perform the construction of the improvements set forth in Article 7.0 is **FOUR HUNDRED AND EIGHTY THOUSAND DOLLARS AND 00/100 CENTS (\$480,000.00)** payable by Cashier's Check to the City of Norwalk at Closing.

2.3. Allocation. The consideration is allocated as follows: \$380,000.00 for the rights clarified and/or conveyed in the Deed Clarification Agreement described in Article 2.1, \$100,000.00 for the construction obligations in Article 7.0.

3.0. Closing. The consummation of the transactions contemplated herein including Article 2.0 of this Agreement (the "Closing") shall take place on March 1, 2023, or as otherwise mutually agreed between the City and Gardella. The Closing shall take place at the City's Law Department, 125 East Avenue, Norwalk, CT 06850.

4.0. Gardella Representations and Warranties. Gardella represents and warrants to the City as of the date hereof and as of closing as follows:

4.1. Organization. Gardella is a Limited Liability Company duly organized and validly existing under the laws of the Connecticut, and has full power and authority to carry on its current business and to own, use, and sell its assets and real properties.

4.2. Authority. Gardella has duly authorized the execution and delivery of this Agreement, and all agreements contemplated by this Agreement, to the City and the carrying out of its provisions, and the provisions of all agreements contemplated by this Agreement, and shall furnish the City duly certified copies of such authorizing resolutions confirming such authority, and further, that Gardella has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors.

4.3. Compliance. Neither the execution and delivery of this Agreement will result in a breach of any applicable statute or regulation, or of any administrative or court order or decree; nor will such compliance conflict with or result in the breach of any term, provision, covenant or condition of any agreement or other instrument to which Gardella is a party or by which it may be bound, or, which with the giving of notice or lapse of time, or both, constitute an event of default thereunder.

4.4. Litigation. That it has the financial resources to perform this Agreement and that no suit, action, or legal, administrative, arbitration, or other proceeding or governmental investigation is pending, or to Gardella's knowledge is threatened against Gardella or the Gardella Parcels, which might materially or adversely affect Gardella's financial condition, the conduct of Gardella's business, or Gardella's performance of this Agreement.

4.5. Effect of Agreement. The terms and conditions of this Agreement and all other instruments and agreements referenced herein to be delivered by Gardella to the City under the terms are valid, binding, and enforceable against Gardella in accordance with their terms, subject only to the applicable bankruptcy, moratorium, and other laws generally affecting the rights and remedies of creditors. Similarly, the terms and conditions of this Agreement and all other agreements referenced herein and to be delivered by the City to Gardella under the terms set forth therein are valid, binding and enforceable against the City in accordance with their terms, subject only to the applicable bankruptcy, moratorium and other laws generally affecting the rights and remedies of creditors.

4.6. Due Execution. That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind Gardella hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

4.7. Successor in Interest. That Gardella is the successor in interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City.

4.8. Representations and Warranties. No representation or warranty by Gardella in this Agreement or any documents provided hereunder contains or will contain any untrue statement or omits or will omit to state any material fact necessary to make the statements contained herein not misleading. All representations and warranties made by Gardella in this Agreement and all documents provided hereunder shall be true and correct as of the date of Closing with the same force and effect as if they had been made on and as of such date.

5.0. Conditions to City's Obligation. The City's obligations to complete the Closing under this Agreement are, at its option, subject to fulfillment by Gardella of each of the following conditions:

5.1. Gardella shall have complied with covenants, terms, and conditions of this Agreement on or before the date of the Closing.

5.2. All representations and warranties of Gardella contained in this Agreement shall be true in all material respects as of and at the date of the Closing with the same effect as if they had been made on and as of the date of Closing, except as otherwise contemplated or specifically permitted by the terms of hereof.

5.3. A Subordination Agreement, in form and substance satisfactory to the City, subordinating all mortgages encumbering the Gardella Parcels to the Deed Clarification Agreement.

5.4. Opinion Letter from Gardella's counsel, in form and substance satisfactory to the City and its Corporation Counsel, certifying that Gardella is the successor-in-interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf

Pasture Beach to the City, together with, title searches certified by Gardella's counsel confirming Gardella is the current owner of the Gardella Parcels and that Gardella is the successor-in-interest to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City as aforesaid.

5.5. Gardella shall not be in bankruptcy or similar proceedings.

5.6. Gardella shall not have assigned any of its rights under this Agreement.

6.0. Closing Obligations. At Closing, Gardella shall execute and deliver to the City the following:

6.1. The consideration set forth in Article 2.2 of this Agreement.

6.2. A duly executed and recordable original Deed Clarification Agreement and Declaration of Restrictive Covenant, in form and substance set forth in Exhibit 1 and Exhibit 2 hereto.

6.3. Certified copies of the organizational documents reasonably necessary for the City to confirm the authority of Gardella to enter into this Agreement, and whom is duly authorized to enter into this Agreement on behalf of Gardella, together with authorizing resolutions authorizing the due execution of this Agreement, in form and substance satisfactory to the City;

6.4. The duly executed and recordable original Subordination Agreement(s)

6.5. An Opinion Letter and certified Title Search in compliance with Article 5.4.

7.0. Construction Obligations.

7.1. Subject to and upon Closing, the City shall be obligated to reconstruct and reconfigure Calf Pasture Beach Extension to City Standards (defined below) as well as construct such other median and driveway extension thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension (the "Work"), the scope of which is more particularly described on survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Easement Map (E-1)" dated September 25, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 (the "Map") as New Roadway, New Driveway No. 1, New Driveway No. 2, and New Driveway No. 3, a copy of said Map attached hereto as Exhibit 3. The City shall undertake commercially reasonable efforts to complete the aforementioned improvements by May 15, 2025 (the "Completion Date"). As used herein, "City Standards" means in accordance with the Roadway Standards Design Manual and Construction Details, City of Norwalk, Department of Public Works, dated May 1982, amended October 1991 and January 2017, and March 2021 " and the Standard Detail Drawings final approved revisions include in the dated March 2022, as said documents are subsequently amended from time to time.

7.2. In the event that the City does not substantially complete the Work by the Completion Date (or by the date of any mutual extension of such date) and is not diligently prosecuting the Work to completion after the passage thereof, then Gardella shall have the right to perform the Work upon not less than one hundred and sixty (60) days advance written notice to the City and within sixty (60) days after completion of said Work, Gardella shall be entitled to charge back to the City the reasonable costs incurred in completing the Work as follows: Up to \$100,000.00 of the consideration tendered pursuant to this Agreement and the remaining balance (if any) deducted as a set off against Gardella's share the maintenance costs of ROW pursuant to Section 5 of the Deed Clarification Agreement.

8.0. Relocation of a Driveway and Associated Median.

8.1. Gardella shall be permitted to relocate New Driveway No. 1, New Driveway No. 2, or New Driveway No. 3 upon approval of the Chief, such approval not to be unreasonably withheld, conditioned or delayed, subject however to the following conditions and limitations: (i) re-construction of applicable driveway(s) and associated median(s) (the "Relocation Construction Activities") shall be at Gardella's sole cost and expense; (ii) Gardella shall submit to the Chief full design plans (the "Relocation Plans") for the Relocation Construction Activities; (iii) the Relocation Plans shall be submitted within six (6) years of the Effective Date of this Agreement; (iv) Gardella shall agree to substantially complete the Relocation Construction Activities in accordance with the Relocation Plans within one (1) year from approval thereof by the Chief or within six (6) years of the Effective Date of this Agreement, whichever occurs first; and (vi) any other reasonable conditions imposed by the Chief in granting approval.

8.2. In the event that New Driveway No. 1, New Driveway No. 2, or New Driveway No. 3 is relocated pursuant to Section 8.0 of the Agreement, the Parties shall memorialize the new location of the same in a revised Map to the Deed Clarification Agreement.

8.3. Neither the provisions in this Section 8.0 nor any other provision(s) of this Agreement or the Deed Clarification Agreement shall be deemed to supplant or influence the roles of the City's Planning and Zoning Commission or other regulatory body, authority or official with respect to any aspect of any zoning or other application which may now hereinafter become necessary to complete the Work or Relocation Construction Activities, nor shall it in any way constitute a commentary on, or approval, any such application by the City's Planning and Zoning Commission, or other regulatory body, authority or official in such capacity.

9.0. Work Requirements. Any Party undertaking construction activities (i.e. the Work or Relocation Construction Activities) in the ROW (or any temporary easement granted pursuant to the Deed Clarification Agreement) pursuant to this Agreement shall: (i) undertake reasonable efforts to minimize interference by the activities with access and egress to and use of the Gardella Parcels or Calf Pasture Beach; (ii) perform the activities in a workmanlike manner in accordance with City Standards; (iii) diligently prosecute the activities to completion upon commencement thereof; (iv) comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, standards and rules; (v) only undertake such activities between October 15th and May 15th (the "Off Season"); and (iv) obtain all required permits and approval by any federal, state or local board or commission with jurisdiction over the construction activities.

10.0. Restoration. Upon completion of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW (or any temporary easement granted pursuant to the Deed Clarification Agreement), the Party undertaking the construction activities shall the restore Calf Pasture Beach or the Gardella Parcels, as applicable, to substantially to the same condition said land was in prior to commencing said construction activities at that Parties sole cost and expense (except to the extent provided in Section 7.2).

11.0 Indemnification; Insurance; Bonds.

11.1. Gardella Indemnification. Gardella hereby expressly agrees to at all times indemnify and save harmless the City, and its respective officers, agents and employees, on account of any and all third-party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of Gardella (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction activities (i.e. the Work or Relocation Construction Activities) on Calf Pasture Beach, except to the extent such Claims are caused by the City's negligence.

11.2. City Indemnification. The City hereby expressly agrees to at all times indemnify and save harmless Gardella, and its respective officers, agents and employees, on account of any and all third- party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of City (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction activities (i.e. the Work or Relocation Construction Activities) on the Gardella Parcels within the temporary easements granted to the City under the Deed Clarification Agreement, except to the extent such Claims are caused by Gardella's negligence.

11.3. The provisions of Sections 11.1 and 11.2 shall be separate and independent of any other provision or requirement of this Agreement and shall not be limited by reason of any insurance coverage provided hereunder. These provisions shall survive the expiration or termination of any easement or easement rights hereunder.

11.4 Insurance.

11.3.1. Gardella Insurance Requirements. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW by Gardella, Gardella shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Exhibit 4 attached hereto at Gardella's sole cost and expense with respect to such activities on Calf Pasture Beach.

11.3.1. City Insurance Requirements. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) on the Gardella Parcel within the temporary easements granted to the City under the Deed Clarification Agreement, the City shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Exhibit 4 attached hereto with respect at the City's sole cost and expense with respect to such activities within such temporary easements.

11.4. Performance and Payment Bond. Prior to commencement of construction activities (i.e. the Work or Relocation Construction Activities) in the ROW, Gardella shall deliver to the City a performance bond and labor and materials bond making the City a joint obligee thereunder. The amount of the said bonds shall be equal to the cost of the construction activities being undertaken in the ROW. All bonds shall be submitted to the office of the Grantee's Corporation Counsel for review and approval, such approval not to be unreasonable withheld, conditioned or delayed.

12.0. General Provisions.

12.1. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") to the other Party in writing and address to the other Party at the addresses set forth below, or to such replacement address as any party shall provide to the other Party in accordance with this Section 9, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella: Gardella Brothers Limited Liability Company
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

To City: City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to: Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Corporation Counsel

12.2. Severance. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

12.3. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by both Parties.

12.4. Non-waiver. No delay or failure by either Party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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

12.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

12.7. Assignment. Except as may otherwise be expressly provided herein, neither Party may assign any right, obligation, or liability arising hereunder without the other Party's prior written consent prior to Closing. Any such assignment or attempted assignment shall be null and void.

12.7. Third-Party Beneficiaries. Except for their proper heirs, successors, and assigns, the Parties intend that no third party shall have any rights or claims by reason of this contract.

12.8. Headings. The section, subsection, paragraph and/or other headings of this Deed Clarification Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

12.9. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused the CPB ROW and Road Reconstruction and Maintenance Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President,
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____, the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, a liability company, and that she as such President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited Partnership, being authorized to do so, executed the foregoing instrument for Gardella Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the CPB ROW and Road Reconstruction Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 2021

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Exhibit 1
Deed Clarification Agreement

DEED CLARIFICATION AGREEMENT

THIS DEED CLARIFICATION AGREEMENT ("Agreement") is made this ____ day of _____, 2023 (the "Effective Date"), between the CITY OF NORWALK, a Connecticut municipal corporation with an address at 125 East Avenue, Norwalk, CT 06851, acting herein by Harry W. Rilling, its Mayor, duly authorized (the "City"), and GARDELLA BROTHERS LIMITED LIABILITY COMPANY, a Connecticut limited liability company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "Gardella"). Gardella and City hereinafter referred to collectively as the "Parties" and individually as "Party."

WITNESSETH

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "Parcel 1"), 62 Calf Pasture Beach Road (referred to herein as, "Parcel 2-A"), 48 Calf Pasture Beach Road (referred to herein as, "Parcel 2-B"), and 50 Calf Pasture Beach Road (referred to herein as, "Parcel 3") (District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and record in Volume 3680, Page 190 of the land records of the City of Norwalk (the "Norwalk Land Records"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "Parcel 2") have legally merged into a single lot for zoning purposes as shown and depicted on a certain map titled, "Lot Line Adjustment Plan & Property Survey Plan (Lr-1)" dated August 18, 2021 revised September 27, 2023 prepared by VHB, which has been recorded on the Norwalk Land Records on _____, 2023 and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 collectively referred to herein as the "Gardella Parcels";

WHEREAS, the City owns approximately 33.7± acres of real property adjacent to and abutting the Gardella Parcels known as "Calf Pasture Beach;"

WHEREAS, Calf Pasture Beach was acquired by the City by way of quitclaim deed dated August 7, 1922, recorded in Volume 177, Page 324 of the Norwalk Land Records (the "Deed");

WHEREAS, pursuant to said Deed, the releasors therein (the "Releasors") conveyed Calf Pasture Beach to the City with a certain reservation of right-of-way (the "ROW") benefiting the Gardella Parcels;

WHEREAS, pursuant to said Deed, the grantors' therein further conveyed Calf Pasture Beach to the City with certain restrictions and conditions (the "Restrictions") benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

WHEREAS, Gardella is successor in title to all the land benefited by the ROW and Restrictions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City;

WHEREAS, ingress and egress to and from Calf Pasture Beach is over an approximately [<< _____ >>] mile roadway extension ("Calf Pasture Beach Extension") from Calf Pasture Beach Road, Norwalk, Connecticut ("Calf Pasture Beach Road");

WHEREAS, Calf Pasture Beach Extension has never been adopted by the City as a public road pursuant to applicable law;

WHEREAS, the Parties desire to recognize, clarify and agree to the location and scope of the ROW, and the maintenance and repair obligations of the Parties relative thereto;

WHEREAS, the Parties further desire to amend the restrictions and conditions benefiting the Gardella Parcels and restricting the use of Calf Pasture Beach by the City, as more specifically set forth in the Deed;

NOW, THEREFORE, for good and valuable consideration received to the full satisfaction of the Parties, and the other mutual covenants and promises contained herein, the Parties agree as follows:

1.0 Incorporation of Recitals. The Recital set forth herein above are incorporated into this Deed Clarification Agreement.

2.0 Scope. The Parties acknowledge and agree that the ROW is a perpetual non-exclusive ingress and egress easement granting Gardella, their heirs, successors, and assigns, a non-exclusive right of vehicular ingress and egress from Calf Pasture Beach Road to and from Parcel 1, Parcel 2 and Parcel 3, respectively.

3.0 Location. The Parties acknowledge and agree that Calf Pasture Beach Extension, as currently and historically configured, does not provide roadway access from Calf Pasture Beach Road to and from Parcel 1, Parcel 2 or Parcel 3. As such, the Parties have entered into a certain CPB ROW and Road Reconstruction Agreement dated _____, 202__ (the "Construction Agreement") wherein the City is obligated to perform certain improvements to Calf Pasture Beach Extension including reconfigurations of the road to City Standards, together with, certain median and driveway extension improvements thereto connecting Parcel 1, Parcel 2 and Parcel 3 to Calf Pasture Beach Extension to provide for vehicle ingress and egress to said parcels ("CPB Road Reconstruction and Reconfiguration Project"). As used herein, "City Standards" means in accordance with the Roadway Standards Design Manual and Construction Details, City of Norwalk, Department of Public Works, dated May 1982, amended October 1991 and January 2017, and March 2021 "and the Standard Detail Drawings final approved revisions include in the dated March 2022, as said documents are subsequently amended from time to time.

The Parties acknowledge and agree that the location of the ROW shall be over such portions of Calf Pasture Beach Extension, and the median and driveway extension improvements thereto, once reconstructed pursuant to the Construction Agreement and as more particularly set forth and described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Easement Maps E-1" prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT

06878 dated September 25, 2023 and recorded on the Norwalk Land Records as Map No. _____ (the "Map") as "Access Easement Area", a copy said Map being attached hereto as Schedule A.

Notwithstanding the foregoing, the City reserves the right to otherwise relocate Calf Pasture Beach Extension now and in the future upon 90 days written notice to Gardella, in which case the ROW shall be located over Calf Pasture Beach Extension as relocated; provided however, that the City shall extend and/or relocate the aforementioned median and driveway extension improvements such that: (i) functionally equivalent vehicular access over the ROW to and from Calf Pasture Beach Road and Parcel 1, Parcel 2 and Parcel 3, respectively, is maintained; and (ii) Calf Pasture Beach Extension shall not be less than ten (10) feet from the Gardella Parcels where said parcels share a common boundary line with Calf Pasture Beach. Notwithstanding the foregoing, the City reserves the right to make ancillary improvements to Calf Pasture Beach Extension within ten (10) feet from the Gardella Parcels.

The Parties acknowledge and agree that the Gardella contributed **ONE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$100,000.00)** toward the CPB Road Reconstruction and Reconfiguration Project, and that all additional costs to complete said project shall be the responsibility of the City.

4.0 Restrictions.

4.1. The following restrictions and conditions in the Deed by which the Releasors conveyed Calf Pasture Beach to the City subject to are hereby deleted and rendered void and unenforceable:

That no manufacturing, wholesale or retail business or commercial enterprise of any kind shall ever be permitted or allowed to be conducted on said premises, except as hereinafter provided. That no garbage or refuse or any other thing which may or shall constitute a nuisance shall be permitted or allowed to be placed, deposited or dumped on said premises. That no carousal or merry-go-round, shooting gallery, so-called, or other amusement apparatus or noise-producing device shall ever be located or allowed or permitted to be used on said premises. That no tenting or camping shall ever be allowed or permitted on said premises. That proper buildings for dressing rooms for bathers and suitable rooms in which refreshments may be offered for sale, sold and consumed, shall be erected only at the Southerly end of the premises hereby conveyed, and that no small buildings or individual bathing houses shall ever be erected by said City or allowed or permitted by said City to be erected by individuals on said premises. That if any portion of said park be permitted to be used for baseball, football, or other athletics or sports, the same shall be confined to that portion of said park which lies Southerly of the middle line of said park measuring the same from North to South, the said middle line being a straight line drawn East and West; but no professional games, games of chance or gambling shall ever be allowed on said premises.

4.2. The Deed is hereby amended to change the clause therein which states "for park purposes only, and as hereafter restricted, said park to be used by the residents of said City for rest, recreation and bathing," to read as follows "for park purposes only, said park to be used by the residents and non-residents of said City for rest, recreation and bathing, and any and all other uses associated with or accessory to a park or other land set aside for public recreational use,"

5.0 Maintenance, Repair and other Construction Activities in the ROW.

5.1. Except as otherwise agreed by the Parties in writing or approved by the City's Chief of Operations and Public Works (the "Chief"), such approval not to be unreasonably withheld, conditioned or delayed, all construction activities in the ROW, including such constructions activities required by the Construction Agreement and/or subsequent maintenance and repairs within the ROW required hereunder, shall be performed exclusively by the City. Gardella hereby grants the City a temporary construction easement upon, over and under certain portions of the Gardella Parcels identified in the Map as Maintenance Easement Area No. 1, Maintenance Easement Area No. 2, and Maintenance Easement Area No. 3 (collectively, the "Temporary Maintenance Easements"), solely for the purposes of and as reasonably necessary for the City to perform the aforementioned construction and maintenance activities in and to the ROW.

5.2. The City shall make commercially reasonable efforts to maintain and repair the ROW, but in no event to lesser frequency than it generally maintains and repairs Calf Pasture Beach Extension as a whole. Gardella shall be responsible for **FIFTY PERCENT (50%)** of the commercially reasonable costs of maintaining and repairing the ROW as reasonably determined by the City. The City shall notify Gardella of its projected share of the annual maintenance and repair costs to the ROW by January 1st of each year. Gardella shall tender its project share of the annual maintenance and repair costs to the City within ninety (90) days of said notice. Any differences between the Gardella's projected share of said annual maintenance and repair costs and the actually costs incurred by the City shall be reconciled by the Parties by December 31st of each year.

5.3. In the event that the City fails to maintain the ROW in accordance with Section 5.2, Gardella may, starting on the tenth anniversary of the date of this Agreement is recorded, undertake repair and maintenance of ROW, and its costs so incurred shall be credited against Gardella's future obligation to reimburse the City for maintenance costs provided: Before undertaking any such repair and maintenance of Calf Pasture Beach Road Extension, (i) Gardella shall provide one hundred and eighty (180) days advance written notice to the City (the "Cure Period") describing the aspects of ROW that require repair or maintenance and opportunity for the City to perform such maintenance and repair, and (ii) if the City has commenced such maintenance and repairs within the Cure Period and is diligently prosecuting the same to completion, Gardella shall not undertake any such repairs and maintenance so long as the City continues to diligently prosecute the same to completion.

6.0 Construction and Maintenance Standards. In undertaking construction or maintenance activities in connection with the ROW, whether in the ROW, Temporary Maintenance Easements, or the lands surrounding the ROW or Temporary Maintenance

Easements, the Party undertaking such activities shall: (i) use reasonably efforts to minimize interference by the activities with access, egress and use of Calf Pasture Beach and the Gardella Parcels; (ii) perform such activities in a workman-like manner in accordance with the City Standards; (iii) diligently prosecute the activities to substantial completion upon commencement thereof; (iv) perform the activities in compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, standards and rules; (v) only undertake such activities between October 15th and May 15th (the "Off Season"); and (vi) obtain all required permits and approval by any federal, state or local board or commission with jurisdiction over the construction activities.

7.0 Restoration. Upon completion of construction or maintenance activities in the ROW or Temporary Maintenance Easements, as applicable, the Party undertaking the construction or maintenance activities shall, at that Parties sole cost and expense, restore any damage to Calf Pasture Beach or the Gardella Parcels, as applicable, caused by such activities to substantially to the same condition said land was in prior to commencing said construction or maintenance activities.

8.0 Indemnification; Insurance; Bonds.

8.1. Gardella Indemnification. Gardella hereby expressly agrees to at all times indemnify and save harmless the City, and its respective officers, agents and employees, on account of any and all third-party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of Gardella (or that of its employees, agents, representative, subcontractors, or material suppliers) in undertaking construction or maintenance activities in the ROW, except to the extent such Claims are caused by the City's negligence.

8.2. City Indemnification. The City hereby expressly agrees to at all times indemnify and save harmless Gardella, and its respective officers, agents and employees, on account of any and all third- party demands, claims, damages, losses, litigation, financial costs and expenses (including reasonable counsel's fees) ("Claims") arising out of acts or omissions of City (or that of its employees, agents, representative, subcontractors, or material suppliers) in performing construction or maintenance activities in the Temporary Maintenance Easements, except to the extent such Claims are caused by Gardella's negligence.

8.3. The provisions of Sections 8.1 and 8.2 shall be separate and independent of any other provision or requirement of this Agreement and shall not be limited by reason of any insurance coverage provided hereunder. Said provisions shall survive the expiration or termination of any easement or easement rights hereunder.

8.4 Insurance.

8.4.1. Gardella Insurance Requirements: Prior to commencement of construction or maintenance activities in the ROW by Gardella, Gardella shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Schedule B attached hereto at Gardella's sole cost and expense with respect to such activities on Calf Pasture Beach.

8.4.2. City Insurance Requirements: Prior to commencement of construction or maintenance activities in the Temporary Maintenance Easements by the City, the City shall (and shall cause its general contractor and material subcontractors to) obtain and maintain the insurance set for in Schedule B attached hereto with respect at the City's sole cost and expense with respect to such activities won the Gardella Parcels.

8.5. Performance and Payment Bond. Prior to commencement of construction or maintenance activities in the ROW, Gardella shall deliver to the City a performance bond and labor and materials bond making the City a joint obligee thereunder. The amount of the said bonds shall be equal to the cost of the construction or maintenance activities being undertaken in the ROW. All bonds shall be submitted to the office of the Grantee's Corporation Counsel for review and approval, such approval not to be unreasonable withheld, conditioned or delayed.

9.0. [RESERVED]

10.0 Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Deed Clarification Agreement (each, a "Notice") to the other Party in writing and address to the other Party at the addresses set forth below, or to such replacement address as any party shall provide to the other Party in accordance with this Section 7, by personal delivery, nationally recognized overnight courier or certified or registered mail, return receipt requested, postage prepaid. A Notice shall be deemed received (i) if by overnight courier, one (1) business day after the sending of such Notice, and (ii) if by certified or registered mail, return receipt requested, postage prepaid, five (5) business days after the sending of such Notice.

To Gardella: Gardella Brothers Limited Liability Company
48 Calf Pasture Beach Road
Norwalk, CT 06855
Attn: Elizabeth Gardella O'Connor

With a copy to:

To City: City of Norwalk
125 East Avenue
Norwalk, CT 06856
Attn: Honorable Harry Rilling, Mayor

With a copy to: Law Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851
Attn: Corporation Counsel

11.0 Covenants Running with the Land. The rights and obligations set forth in this Agreement shall be covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

12.0 Recording. The Parties agree that this Agreement shall be recorded in the Norwalk Land Records .

13.0 Headings. The section, subsection, paragraph and/or other headings of this Deed Clarification Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof. The word "include" or "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

14.0 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused this Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged
herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella
Brothers Limited Liability Company, a Limited Liability Company, and that she as such
President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited
Liability Company, being authorized to do so, executed the foregoing instrument for Gardella
Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Schedule A
Map

Schedule B
Insurance Rider

Prior to commencement of construction or maintenance activities in the ROW and/or Temporary Maintenance Easements, as applicable, the Party performing such activities shall, and shall cause its general contractor and material subcontractors working within the ROW or Temporary Maintenance Easements to, as applicable, obtain and maintain the insurance set forth below at that Party's sole cost and expense. The insurance obligations hereunder shall be the minimum insurance coverage requirements and/or limits and shall not be deemed to be a limitation on liability.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: To the extent required by law, with respect to all operations the Party 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 Party performs it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) 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 Four Million Dollars (\$4,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Party shall carry Automobile Liability insurance providing Two Million Dollars (\$2,000,000) coverage per accident for bodily injury and property damage.

Additional Requirements:

Umbrella/Excess Liability: With respect to all operations the Party 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.

Acceptability of Insurers: The Party'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 Grantor.

Subcontractors: The Party shall require all its general contractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the other Party in accordance with the notice provision of the Agreement.

Aggregate Limits: Any aggregate limits must be declared by the Party. It is agreed that the Party shall notify the other Party 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 Party agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Party.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared by Gardella and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Party 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 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 other Party. Notwithstanding this requirement, the Party is primarily responsible for providing such written notice to the other Party 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 Party shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the other Party.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Gardella 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: For all insurance coverage (except Workers' Compensation) required hereunder, the Party shall include the other Party as an additional insured with respect to the construction and maintenance activities to be performed by the Party under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Party shall furnish Certificates of Insurance to other Party thirty (30) days in advance of undertaking any construction or maintenance activities under this Agreement. The Certificates 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.

Waiver of Subrogation: The Party hereby waives the right to subrogate or seek recovery from the other Party and its insurance carriers.

Exhibit 2
Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT

This **DECLARATION OF RESTRICTIVE COVENANT** (the "**Declaration**") is made as of this ____ day of _____, 2021 by **CITY OF NORWALK** (the "**City**") , a municipal corporation organized and existing under the laws of the State of Connecticut with offices located at 125 East Avenue, Norwalk, CT 06851, acting by its Mayor, Harry W. Rilling, duly authorized, and **GARDELLA BROTHERS LIMITED LIABILITY COMPANY**, a Connecticut limited company with an address at 48 Calf Pasture Beach Road, East Norwalk, CT 06855, acting herein by Elizabeth Gardella O'Connor, as President of Gardella Properties, Inc., the Managing General Partner of Gardella Brothers Limited Liability Company, duly authorized (the "**Gardella**"). The City and Gardella sometimes referred to herein collectively as the "**Parties**" individually as the "**Party**."

WITNESSETH:

WHEREAS, Gardella is the record owner of certain parcels of land with improvements thereon known as 0 Calf Pasture Beach Road (referred to herein as, "Parcel 1"), 62 Calf Pasture Beach Road (referred to herein as, "Parcel 2-A"), 48 Calf Pasture Beach Road (referred to herein as, "Parcel 2-B"), and 50 Calf Pasture Beach Road (referred to herein as, "Parcel 3")(a/k/a as District 3, Block 75, Lots 1, 2, 3 and 17), in the City of Norwalk, County of Fairfield, State of Connecticut, said parcels being more particularly bounded and described in a certain deed dated December 28, 1998 and recorded in Volume 3680, Page 190 of the land records of the City of Norwalk (the "**Norwalk Land Records**"). The Parties agree that Parcel 2-A and Parcel 2-B (collectively referred to herein as, "Parcel 2") have legally merged into a single lot for zoning purposes, as shown and depicted on a certain map titled, "Lot Line Adjustment Plan & Property Survey Plan (Lr-1)" dated August 18, 2021 revised September 27, 2023 prepared by VHB which map has been recorded on _____, 2023 on the Norwalk Land Records and assigned Map # _____. Parcel 1, Parcel 2 and Parcel 3 are hereinafter referred to collectively as the "**Gardella Parcels**";

WHEREAS, the City owns approximately 33.7+- acres of real property adjacent to and abutting the Gardella Parcels known as "Calf Pasture Beach";

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Parties hereby agree as follows:

1. **Restrictive Covenant**. Except as provided in Section 2 below, the Area Subject to Restrictive Covenant (defined below) shall at all times for six (6) consecutive years after the date of this Declaration of Restrictive Covenant first set forth above (the "**Restriction Period**") shall not be improved by the City in a manner that would prevent the construction of public sidewalks, bike paths, or undergrounding of electrical, water or sewerage utilities within the Area Subject to Restrictive Covenant. As used herein, the term "Area Subject to Restrictive Covenant" shall mean the portion of Calf Pasture Beach identified Area Subject to Restrictive Covenant more particular

described in a certain survey map entitled "City of Norwalk and Gardella Brothers Limited Partnership, Calf Pasture Beach, Norwalk, CT 06851, Restriction Map (R-1)" dated September 26, 2023 prepared by Ahneman Kirby, LLC, Engineers Surveyors Planners, 1171 East Putnam Avenue, Riverside, CT 06878 dated _____, _____, a copy of which is attached hereto as Schedule A.

2. New or Existing Utilities. Nothing herein shall be deemed to prevent in any way whatsoever, the construction, location or relocation of new or existing utilities and related infrastructure, including electrical, water or sewerage utilities, within the Area Subject to Restrictive Covenant.

3. Termination. Immediate following the end the Restrictive Period, the restrictions on the Area Subject to Restrictive Covenant shall automatically terminate.

4. Governing Law. It is the intention of the Parties and it is expressly understood that this Restrictive Use Covenant and the rights hereto are expressly governed by and are to be enforced in accordance with the laws of the State of Connecticut.

5. Notices. All notices, requests or demand to or upon a party to this Agreement shall be given or made by the other party hereto in writing and shall be sent certified mail, postage prepaid, return receipt requested, addressed to the addressee at the address set forth below.

To the City: Director of the Department of Public Works
P.O. Box 5125
125 East Avenue
Norwalk, CT 06856

With a copy to: Corporation Counsel, City of Norwalk
P.O. Box 798
125 East Avenue
Norwalk, CT 06856

To Gardella: _____

With a copy to: _____

No other method of giving any notice, request or demand is hereby precluded provided such shall not be deemed given until such notice is actually received at the address of the addressee.

6 Covenants Running with the Land. The rights and obligations set forth in this Declaration of Restrictive Covenant shall be covenants that run with the land and shall inure to the

benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

7. Recording. The Parties agree that this Agreement shall be recorded in the Norwalk Land Records.

8. Severability. Any provision in this Declaration of Easements that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The failure by either Party to enforce against the other any term or provision of this Declaration of Restrictive Covenant shall not be deemed to be a waiver of such Party's right to enforce against the other Party by the same or any other such term or provision in the future.

9. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties executed this Declaration of Restrictive Covenant as of the date first above written.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Liability Company have caused this Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

**GARDELLA BROTHERS LIMITED
LIABILITY COMPANY**

By: Gardella Properties, Inc., a Connecticut
corporation and its Managing Member

By: _____
Elizabeth Gardella O'Connor
Its President
Duly Authorized

Witness: _____

Witness: _____

STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Elizabeth Gardella O'Connor, who acknowledged
herself to be the President of Gardella Properties, Inc., the Managing General Partner of Gardella
Brothers Limited Liability Company, a Limited Liability Company, and that she as such
President of Gardella Properties, Inc., the Managing Partner of Gardella Brothers Limited
Liability Company, being authorized to do so, executed the foregoing instrument for Gardella
Brothers Limited Liability Company by herself as President of Gardella Properties, Inc.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the City of Norwalk and Gardella Brothers Limited Partnership have caused the Agreement to be signed and their seals affixed on the dates set forth below.

Signed, Sealed and Delivered
In the Presence of:

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Witness:

Witness:

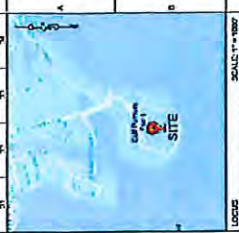
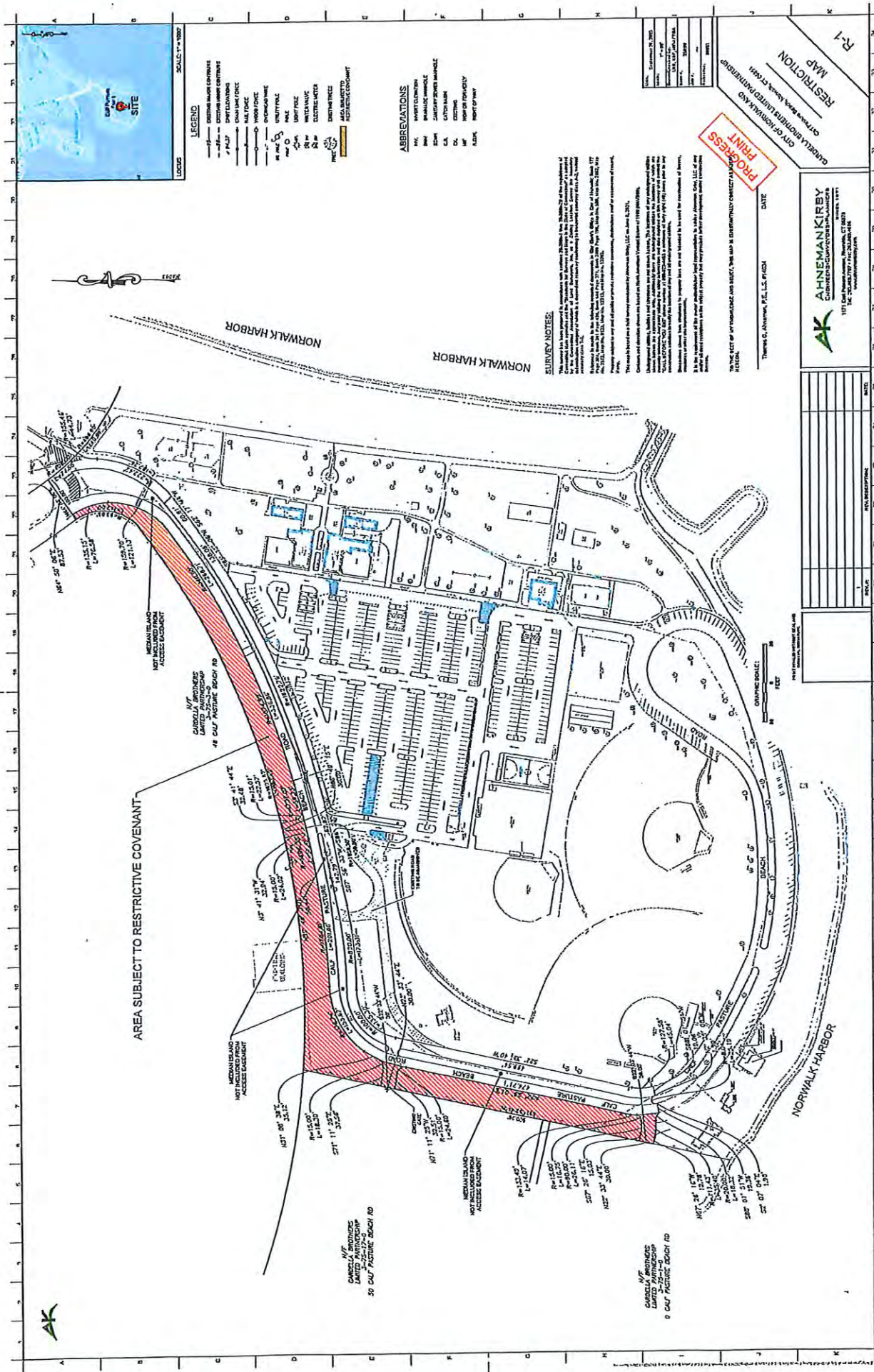
STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD) ss. _____, 202__

On this ____ day of _____ before me, _____,
the undersigned officer, personally appeared Harry W. Rilling, who acknowledged himself to be
the Mayor of the City of Norwalk, and that he as such officer being authorized to do so, executed
the foregoing instrument for the City of Norwalk as Mayor.

In witness whereof I hereunto set my hand

Notary Public
My Commission Expires:

Schedule A
Area Subject to Restrictive Covenant



LEGEND

Exhibit 3
Map

Exhibit 4
Insurance Rider

Prior to commencement of construction or maintenance activities in the ROW and/or Temporary Maintenance Easements, as applicable, the Party performing such activities shall, and shall cause its general contractor and material subcontractors working within the ROW or Temporary Maintenance Easements to, as applicable, obtain and maintain the insurance set forth below at that Party's sole cost and expense. The insurance obligations hereunder shall be the minimum insurance coverage requirements and/or limits and shall not be deemed to be a limitation on liability.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: To the extent required by law, with respect to all operations the Party 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 Party performs it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) 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 Four Million Dollars (\$4,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Party shall carry Automobile Liability insurance providing Two Million Dollars (\$2,000,000) coverage per accident for bodily injury and property damage.

Additional Requirements:

Umbrella/Excess Liability: With respect to all operations the Party 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.

Acceptability of Insurers: The Party'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 Grantor.

Subcontractors: The Party shall require all its general contractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the other Party in accordance with the notice provision of the Agreement.

Aggregate Limits: Any aggregate limits must be declared by the Party. It is agreed that the Party shall notify the other Party 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 Party agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Party.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared by Gardella and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Party 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 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 other Party. Notwithstanding this requirement, the Party is primarily responsible for providing such written notice to the other Party 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 Party shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the other Party.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Gardella 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: For all insurance coverage (except Workers' Compensation) required hereunder, the Party shall include the other Party as an additional insured with respect to the construction and maintenance activities to be performed by the Party under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Party shall furnish Certificates of Insurance to other Party thirty (30) days in advance of undertaking any construction or maintenance activities under this Agreement. The Certificates 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.

Waiver of Subrogation: The Party hereby waives the right to subrogate or seek recovery from the other Party and its insurance carriers.



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Norwalk Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation

CC: Jim Travers, Director Transportation, Mobility, and Parking
Troy Deering, Road Construction Project Manager

REF: Authorize the Mayor, Harry W. Rilling to execute an agreement with Colonna Masonry Concrete & Asphalt Paving LLC, TMP2023-3 Concrete Curb and Sidewalks on Rowayton Ave, for an amount not to exceed \$1,113,760.00

DATE: October 20th, 2023

Memorandum

On October 18th, 2023 a bid opening was held for project TMP 2023-3 Concrete Curb and Sidewalks on Rowayton Avenue. The project establishes a 0.7 mile pedestrian connection from Rowayton Village to the Rowayton Train Station. The project includes the installation of concrete sidewalks and curbing, generally along the westerly side of Rowayton Avenue, from Wilson Avenue to Belmont Place. It also includes several pedestrian safety enhancements; including, but not limited to pedestrian crossings, ADA compliant curb ramps and pedestrian safety beacons.

A total of four (4) competitive bids were received, and after analysis, Colonna Masonry Concrete & Asphalt Paving LLC was determined to be the low bidder. As there is no Public Works Committee meeting this November, Transportation, Mobility, and Parking respectfully requests the Common Council consider this item for the Tuesday, October 24th meeting. Should the Common Council approve this item, it would allow the Department to provide a Notice to Proceed to the contractor this construction season in an effort to complete installation of the sidewalks prior to the seasonally busy summer months.

- a. Authorize the Mayor, Harry W. Rilling to execute an agreement with Colonna Masonry Concrete & Asphalt Paving LLC, TMP2023-3 Concrete Curb and Sidewalks on Rowayton Ave, for an amount not to exceed \$1,113,760.00

Account No.

133710 5796 AEC02

133710 5796 AEC05

133710 5796 AEC14

0921 4120 5777 C0649

0922 4120 5777 C0649

0923 4120 5777 C0649

b. Authorize the Director of Transportation, Mobility, and Parking, to execute Orders on contract with Colonna Masonry Concrete & Asphalt LLC, TMP 2023-3 Concrete Curb and Sidewalks on Rowayton Ave, for an amount not to exceed \$111,376.00

Account No.

133710 5796 AEC02

133710 5796 AEC05

133710 5796 AEC14

0921 4120 5777 C0649

0922 4120 5777 C0649

0923 4120 5777 C0649

A copy of the bid information for Purchasing Department Project Number – TMP 2023-3 Concrete Curb and Sidewalks on Rowayton Ave, can be reviewed via the following link

<https://www.norwalkct.gov/DocumentCenter/Index/1713>.

Attachments:

Project Limits

Itemized Bid Sheet

Rowayton Avenue Sidewalk Project Limits



Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

ITEM	ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL
1	0202000	EARTH EXCAVATION	C.Y.	300	10.00	\$3,000.00
		Ten Dollars and Zero Cents				
		Per CUBIC YARD				
2	0202100	ROCK EXCAVATION	C.Y.	30	200.00	\$6,000.00
		Two Hundred Dollars and Zero Cents				
		Per CUBIC YARD				
3	0202452A	TEST PIT	EACH	1	3,500.00	\$3,500.00
		Three Thousand Five Hundred Dollars				
		and Zero Cents				
4	0202502	REMOVAL OF CONCRETE PAVEMENT	S.Y.	1	30.00	\$30.00
		Thirty Dollars and Zero Cents				
		Per SQAURE YARD				
5	0202503A	REMOVAL OF CONCRETE CURB	L.F.	1	50.00	\$50.00
		Fifty Dollars and Zero Cents				
		Per LINEAR FOOT				
6	0213013A	¾" WASHED CRUSHED STONE	C.Y.	900	40.00	\$36,000.00
		Forty Dollars and Zero Cents				
		Per Cubic Yard				
7	0304002	PROCESSED AGGREGATE BASE	C.Y.	150	40.00	\$6,000.00
		Forty Dollars and Zero Cents				
		Per CUBIC YARD				

CONTRACTOR'S NAME

Colonna Masonry Concrete & Asphalt Paving LLC

PROPOSAL

Page 1 of 6

Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

8	0406202A	'ROAD ENCROACHMENT PERMANENT PAVEMENTREPAIR (MINOR ARTERIAL) <u>One Hundred Dollars and Zero Cents</u>	S.Y.	400	100.00	\$40,000.00
		Per SQUARE YARD				
9	0406203A	'ROAD ENCROACHMENT PERMANENT PAVEMENTREPAIR (COLLECTOR) <u>Seventy Dollars and Zero Cents</u>	S.Y.	400	70.00	\$28,000.00
		Per SQAURE YARD				
10	0406204A	'ROAD ENCROACHMENT PERMANENT PAVEMENTREPAIR (LOCAL) <u>Sixty Dollars and Zero Cents</u>	S.Y.	1	60.00	\$60.00
		Per SQAURE YARD				
11	0506001	CONCRETE FOR RETAINING WALLS, STEPS, ANDCOPINGS <u>Nine Hundred Dollars and Zero Cents</u>	C.Y.	30	900.00	\$27,000.00
		Per CUBIC YARD				
12	0507001A	TYPE "C" CATCH BASIN <u>Seven Thousand Five Hundred Dollars</u> <u>and Zero Cents</u>	EACH	3	7,500.00	\$22,500.00
		Per EACH				
13	0507042A	RESET CATCH BASIN <u>Two Thousand Five Hundred Dollars</u> <u>and Zero Cents</u>	EACH	12	2,500.00	\$30,000.00
		Per EACH				
14	0507781	RESET MANHOLE <u>Two Thousand Five Hundred Dollars</u> <u>and Zero Cents</u>	EACH	3	2,500.00	\$7,500.00
		Per EACH				

CONTRACTOR'S NAME

Colonna Masonry Concrete & Asphalt Paving LLC

PROPOSAL

Page 2 of 6

Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

15	0507792A	RECONSTRUCT CATCH BASIN Four Hundred Dollars and Zero Cents	V.F.	20	400.00	\$8,000.00
		Per V.F.				
16	0811001A	CONCRETE CURBING Forty Dollars and Zero Cents	L.F.	4,000	40.00	\$160,000.00
		Per LINEAR FOOT				
17	0811008A	CONCRETE CURBING 6" X > 20" - <32" Eighty Five Dollars and Zero Cents	L.F.	100	85.00	\$8,500.00
		Per LINEAR FOOT				
18	0811009A	CONCRETE CURBING 6" X 32" - 42" Ninety Dollars and Zero Cents	L.F.	100	90.00	\$9,000.00
		Per LINEAR FOOT				
19	0813500	RESET STONE BLOCK DRIVEWAY Ten Dollars and Zero Cents	S.F.	200	10.00	\$2,000.00
		Per SQUARE FOOT				
20	0814001	RESET STONE CURBING Forty Dollars and Zero Cents	L.F.	200	40.00	\$8,000.00
		Per LINEAR FOOT				
21	0815001	BITMINOUS CONCRETE LIP CURBING Fifteen Dollars and Zero Cents	L.F.	100	15.00	\$1,500.00
		Per LINEAR FOOT				
22	0921001A	CONCRETE SIDEWALK Seventeen Dollars and Fifty Cents	S.F.	17,900	17.50	\$313,250.00
		Per SQUARE FOOT				

CONTRACTOR'S NAME

Colonna Masonry Concrete & Asphalt Paving LLC

PROPOSAL

Page 3 of 6

Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

23	0921011A	CONCRETE DRIVEWAY RAMP	S.F.	2,100	20.00	\$42,000.00
		Twenty Dollars and Zero Cents				
		Per SQUARE FOOT				

CONTRACTOR'S NAME

Colonna Masonry Concrete & Asphalt Paving LLC

Page 5 of 10, Addendum 3 4313-FINAL

PROPOSAL

Page 4 of 6

Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

24	0921014A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY	S.F.	1	45.00	\$45.00
		Forty Five Dollars and Zero Cents				
		Per SQUARE FEET				
25	0921015A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY OTHER	S.F.	1	50.00	\$50.00
		Fifty Dollars and Zero Cents				
		Per SQUARE FOOT				
26	0921016A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY EDGING	L.F.	1	55.00	\$55.00
		Fifty Five Dollars and Zero Cents				
		Per LINEAR FOOT				
27	0922001A	BITUMINOUS CONCRETE SIDEWALK	S.Y.	100	90.00	\$9,000.00
		Ninety Dollars and Zero Cents				
		Per SQUARE YARD				
28	0922501A	BITUMINOUS CONCRETE DRIVEWAY	S.Y.	110	90.00	\$9,900.00
		Ninety Dollars and Zero Cents				
		Per SQUARE YARD				
29	0924007A	HANDICAP RAMPS (ADA COMPLIANT)	S.F.	128	40.00	\$5,120.00
		Forty Dollars and Zero Cents				
		Per SQUARE FOOT				
30	0944003A	FURNISHING AND PLACING TOPSOIL	S.Y.	200	12.00	\$2,400.00
		Twelve Dollars Zero Cents				
		Per SQUARE YARD				
31	0949000	WOOD CHIP MULCH	S.Y.	100	\$10.00	\$1,000.00
		Ten Dollars and Zero Cents				
		Per SQUARE YARD				

CONTRACTOR'S NAME

Colonna Masonry Concrete & Asphalt Paving LLC

PROPOSAL

Page 5 of 6

33	0950003A	TURF ESTABLISHMENT (LAWN)	S.Y.	200	9.00	\$1,800.00
		Per SQUARE YARD				
34	0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3 PERCENT OF BID)	ALL OW	1	\$30,000	\$30,000.00
		Per ALLOWANCE				
35	0980002A	PROJECT SURVEY AND STAKEOUT TEN THOUSAND DOLLARS	ALL OW	1	\$ 10,000	\$10,000.00
		Per ALLOWANCE				
36	1302060A	RESET GATE BOXES	EAC H	40	100.00	\$4,000.00
		Per EACH				
37	1111051A	THERMOPLASTIC LEGENDS, ARROWS, & KEYS	S.F.	2,500	5.00	\$12,500.00
		Per SQUARE FOOT				
38	1117110	RECTANGULAR RAPID FLASHING BEACON-TYPE A (RRFB)	E.A.	4	\$15,000	\$60,000.00
		Per EACH				
39	1208931	SIGN FACE-SHEET ALUMINUM	S.F.	100	\$85	\$8,500.00
		Per SQUARE FEET				

Project Number - TMP2023- **Project Name – Concrete Curb and Sidewalks on Rowayton Ave**

40	1220027	CONSTRUCTION SIGNS	S.F.	100	60.00	\$6,000.00
		Sixty Dollars and Zero Cents				
		Per SQUARE FEET				
41	0602000	DEFORMED STEEL BARS	LBS.	500	3.00	\$1,500.00
		Three Dollars and Zero Cents				
		Per POUNDS				
42	1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	ALLOW	1	\$20,000	\$20,000.00
		Twenty Thousand Dollars				
		and Zero Cents				
43	02.01	CLEARING AND GRUBBING	L.S.	1	50,000.00	\$50,000.00
		Fifty Thousand Dollars and Zero Cents				
		LUMP SUM				
44	0970006A	MAINTENANCE AND PROTECTION OF TRAFFIC BY UNIFORMED OFFICER	ALLOW	1	\$100,000	\$100,000.00
		One Hundred Thousand Dollars and Zero Cents				
		ALLOWANCE				
45	0970007A	MAINTENANCE AND PROTECTION OF TRAFFIC BY UNIFORMED FLAGGER	ALLOW	1	\$20,000	\$20,000.00
		Twenty Thousand Dollars and Zero Cents				
		ALLOWANCE				
46	0922001A	ADD/ALTERNATE #1 FOR BITUMINOUS CONCRETE SIDEWALKS ON CITY PORTION OF ROWAYTON AVE FROM CUDLIPP AVE TO BELMONT PL.	S.Y.	1,100	\$10.00	\$11,000.00
		Ten Dollars and Zero Cents				
		Per SQUARE YARDS				

47	0922001A	ADD/ALTERNATE #2 FOR BITUMINOUS CONCRETE SIDEWALKS ON CITY PORTION OF ROWAYTON AVE BELMONT PL. TO ARNOLD LANE Eleven Dollars and Zero Cents Per SQUARE YARDS	S.Y.	230	11.00	\$2,530.00
----	----------	--	------	-----	-------	------------

Project Number - TMP2023-3

Project Name – Concrete Curb and Sidewalks on Rowayton Ave

Total Amount Base Bid Amount : \$1,113,760.00

Total Amount In Gross Sum Written in Words:

One Million, One Hundred Thirteen Thousand Seven Hundred Sixty Dollars and Zero Cents

ADD/ALT #1: \$11,000

ADD/ALT #2: \$2,530.00



CITY OF NORWALK
 Alan Lo, Buildings and Facilities Manager
 alo@norwalkct.gov P: 203-854-7877
 Norwalk City Hall
 125 East Avenue, PO Box 5125
 Norwalk, CT 06856-5125

TO : MEMBERS OF COMMON COUNCIL

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER *AL*

RE : **DISPOSITION OF CITY PROPERTY ON SHEFFIELD ROAD
 (D-6, B-28C, L-7)**

DATE: OCTOBER 19, 2023

The City of Norwalk currently owns a property on Sheffield Road which is identified as District 5, Block 28C, Lot 7 (there is no house number). The City became the owner of this property through tax foreclosure sale in 2021 with no one submitted a bid for this property. The property is 0.23 acre with estimated over 90% of the property to be considered wetlands and not-buildable.

Earlier this year, the adjacent property owner expressed an interest to acquire this property in order to provide stewardship on the preservation of the wetlands. Their request was considered by the Land Use and Building Management Committee at recent meetings and staff was directed to issue a Request for Proposals (RFP) through the Purchasing Department in order to comply with the required public process and to determine public interest and value.

On June 29, 2023, the Purchasing Department received one bid from Mr. & Mrs. Adelman at 8 Sheffield Road (adjacent neighbor) in the amount of \$1,000. Attached is some of the information from their proposal. At the July 5, 2023 Land Use and Building Management Committee meeting, the Committee indicated the support on the disposition of this property and requested to schedule a Public Hearing. The Public Hearing was held on September 6, 2023. On October 18, 2023, the Planning and Zoning Commission also reviewed and voted in favor of this disposition request in accordance with Connecticut State Statutes – Section 8-24.

At this time, final action on this disposition by the Common Council is required.

ACTION REQUEST:

Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the disposition of City Surplus Property (District 6, Block 28C, Lot 7, approximately 0.23 acres consists of mostly wetland) located on Sheffield Road to Steven A. Adelman and Sally Arnold Adelman (adjacent property owner at 8 Sheffield Road) in the amount of \$1,000 in accordance with their proposal to provide stewardship of this wetland property.



1 inch equals 40 feet



OVERVIEW OF INTENDED USE OF THE PROPERTY

CHRONOLOGY OF TITLE, District 6, Block 28C, Lot 7 (0.23 acres)

We feel that even an untended, non-buildable wetlands lot that has no street address should have its history acknowledged. Based on City of Norwalk records, here is what we know.

1. The earliest recorded title document is a February 15, 1913 warranty deed from Robert O. Raymond to John Brundage, Jr. Vol. 481, Page 564.
2. Mr. Brundage evidently had a daughter whose married name was Eleanor Smith. On July 22, 1953, Ms. Smith signed a quitclaim deed passing the lot to William F. Olean and Marguerite J. Olean. Vol. 387, Page 342.
3. Four years later, on July 19, 1957, Mr. and Mrs. Olean sold the lot for \$1.00 to Richard F. Raymond, Jr. and Elizabeth B. Raymond. This is the only cash payment for the lot in the last 100 years. Vol. 481, Page 564.
4. By 1984, the property had passed to the estate of Elizabeth B. Raymond, according to a May 21, 1984 tax certificate. No estate taxes were due. Vol. 1592, Page 278.
5. The lot passed to Hope Raymond, who died in 2013 or 2014. The City records contain a September 2, 2014 Certificate of Devise, Descent, or Distribution from the Estate of Hope Raymond to the following heirs:

1/12 to David Ayer (Saybrook, CT)
1/12 to John Ayer (Old Saybrook, CT)
1/12 to Brian Headings (Fort Wayne, IN)
1/24 to Estate of Joan Hopps (Bristol, VT)
1/24 to Thomas Hopps (Camden, ME)
1/12 to Stacy Petrisson Rosales (Lakewood, CA)
1/12 to John Scarpa (Westwood, MA)
1/12 to Dorothy West Ratliff (Forest Knolls, CA)
1/12 to Daniel West (Fresno, CA)
1/12 to David West (Madera, CA)
1/12 to Karen West (Forest Knolls, CA)
1/12 to Robert L. West (Los Osos, CA)
1/12 to Estate of Opal Wilson Broner (Lansing, MI)

Vol. 8061, Page 105.

6. Not surprisingly, none of these heirs paid property taxes on their fractional shares of a non-buildable lot in a community in which none of them lived. So the City of Norwalk tried to sell the lot for the value of back taxes.
7. On May 14, 2018, the City's first Notice of Sale of Land for Taxes sought \$8,746.57. The July 23, 2018 tax sale yielded no bids. Vol. 8682, Page 271.
8. Three more years passed, no property taxes were paid, so the City posted a second Notice of Sale of Land for Taxes, this time "to satisfy taxes, interest and other charges of \$22,675. Assessed from October 1, 2013 – October 1, 2020." The tax sale was held on October 18, 2021. Once again, there were no bids. Vol. 9286, Page 246, Legal Notice, Para. 7.

CHRONOLOGY OF VALUATION

The lot had been valued at \$66,890 until 2022. For 2023, the total appraised parcel value was raised more than 40%, to \$95,550, even though no property taxes had been paid by private owners for at least a decade and the City was obviously not going to pay taxes to itself. The Tax Assessor recently reevaluated the lot at \$3,820, which reflects that it is substantially comprised of water and is not buildable. See Rate Cards dated 5/15/23, 6/7/23.

PLAN AND CHRONOLOGY FOR MAINTENANCE OF THE LOT

There is no "development" plan for this wetlands lot. Rather, our intention is to restore it to its ecological function and to make it attractive from both Sheffield Road and Meeker Court, which border the lot at either end. Under the supervision of local landscape architects Cindy Shumate of Cynscape Design and Allison Feuer of Allison Feuer Design, the project will initially focus on corrective landscaping in and adjacent to the inland wetland and watercourse, including removal of leaning and dangerous trees, invasive vines and perennials, non-beneficial stumps and plant materials, and trash. Removal will be done in phases with regular assessment of what still needs to be removed or should stay. All wood chips resulting from tree removals will be taken off property or used in other non-wetland areas of 8 Sheffield Road. Most of the removal will be done by hand, or with Bobcat-like machinery for heavier materials. Tree removal will require chain saws and climbing equipment.

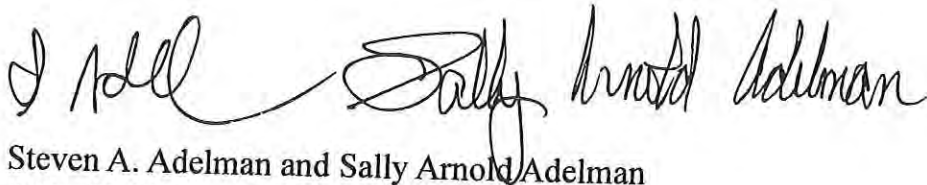
Plants identified for removal include:

- | | |
|-----------------------|---------------------|
| ➤ Poison ivy | ➤ Mugwort |
| ➤ Garlic mustard weed | ➤ Coltsfoot |
| ➤ Chrysanthemum weed | ➤ Japanese barberry |

The anticipated start date will be Fall 2023. The first phase will focus on removing non-indigenous and invasive plant materials. Subsequent phases will include improvement of curb appeal on both Sheffield Road and Meeker Court, and planting beneficial native wetland materials to transform the look from an overgrown and abandoned lot to a peaceful garden that enhances the entire neighborhood. Due to the phased nature of removal followed by planting, this project will continue through the end of 2024.

The project will be defined with a landscape planting plan, including a scaled drawing and a plant list of intended wetland-approved native plant materials to be used.

Based on a recent discussion at the property with Ms. Shumate, Ms. Feuer, Sally and Steve Adelman, and Norwalk Senior Environmental Officer Alexis Cherichetti, we anticipate applying to the City for a declaratory ruling allowing the removal of trees and debris.

The image shows two handwritten signatures in black ink. The first signature on the left is 'S Adell' and the second signature on the right is 'Sally Arnold Adelman'. Both signatures are fluid and cursive.

Steven A. Adelman and Sally Arnold Adelman

8 Sheffield Road, Norwalk, CT 06853

June 26, 2023