

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

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting(s):

March 8, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS: William M. Harden, Parking Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Elizabeth M. Broncati, Ethics Board

APPOINTMENTS:

REAPPOINTMENTS: Kara A.T. Murphy, Ethics Board

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization for discussion: Arias-Sorto v. TR Sono Partners, et al

EXECUTIVE SESSION

B. BOARD OF ESTIMATE AND TAXATION

1. RESOLVED, that a sum not to exceed \$26,567 be and the same is hereby transferred from Contingency to the Registrar of Voters Department to cover the costs of Primary Election, training and back-up batteries for voting machines in various accounts. (Account #Various).
2. RESOLVED, that a sum not to exceed \$13,035 be and the same is hereby transferred from to the Police Department Special Services Division overtime and State and Federal Reimbursements due to Increased Estimated Revenues. (Account #01-3035-5120).

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: March 1, 2016
2. For informational purposes only: Narrative on Tax Collections dated March 10, 2016.
3. For informational purposes only: Monthly Tax Collector's Report Dated: February 29, 2016
4. Authorize the Mayor, Harry W. Rilling, to submit an application to the State of Connecticut for grant funds provided under the State of Connecticut's Local Capital Improvement Fund for 2016 Local Capital Improvement Program (\$638,740 – 2016 Entitlement).

B. ORDINANCE COMMITTEE

1. Approve proposed new "Don't Block The Box" Ordinance
2. Approve revisions to Norwalk Harbor Management Commission, Rules and Regulations for Mooring and Anchoring Vessels
3. Approve revisions to Norwalk City Code Chapter 103, Article III Tax Relief for the Elderly and disabled Homeowners
4. Approve revisions to Norwalk City Code Chapter 103, Article III Tax Deferred Program for the Elderly and disabled Homeowners

C. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to enter into a 5 Year Lease Agreement with a 2 Year Option with Live Green CT for a space at the Fodor Farm House at a Rate of \$150.00 per month starting March 15, 2016. Group will pay for their own phones and internet. Live Green will be responsible to host a fundraiser with the other 3 groups for the preservation of Fodor Farm.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the National MS Society for use of Cranbury Park for their "Bike MS" to be held Sunday, June 12, 2016 from 4:00 AM – 5:00 PM. Estimated attendance 300.
3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the CT Food Bank for the use of Calf Pasture Beach for a "CT Food Bank 5K" to be held Sunday, June 5, 2016 from 6:00 AM – 11:00 AM. Estimated attendance 450.
4. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Ninety 9 Bottles for the use of Oyster Shell Park for their Annual "Ninety 9 Bottles Craft Beer Festival to be held Saturday, June 4, 2016 from 10:00 AM – 5:00 PM with a Rain Date of Sunday, June 5, 2016. Set up to take place Saturday, June 4, 2016 from 10:00AM – 2:00 PM with tear down to take place from 5:00 PM – 7:00 PM. Estimated attendance 1,200.
5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with National Marine Manufacturers Association for the use of Calf Pasture, Shady Beach, Taylor Farm and Marvin School for a \$10.00 parking fee for the Annual 2016 Progressive Insurance Norwalk Boat Show to be held Thursday, September 22, 2016 through Sunday, September 25, 2016 from 10:00 AM – 7:00 PM Daily.
6. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Star Shine Events Management to use Calf Pasture Beach for a Star Kids Triathlon to be held Sunday, June 12, 2016 from 7:30 AM – 10:30 AM. Set up to take place on Saturday, June 11, 2016 at 12:00 Noon with teardown no later than 12:00 Noon on Sunday, June 12, 2016. Estimated attendance 220.
7. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Young Life for the use of Calf Pasture Beach and Pavilion #2 for the 5K Splatter Run to be held Saturday, May 14, 2016 from 6:00 AM – 10:30 AM. Estimated attendance 500.
8. Authorize the Mayor, Harry W. Rilling to enter into a lease agreement with Tyrone Martylewski for the use of the Cranbury Park Caretakers Cottage for 5 years with a rent of \$1,271.93 per month each year starting June 2016.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**MARCH 22, 2016
COUNCIL CHAMBERS**

9. Authorize the Mayor, Harry W. Rilling to apply and accept funds for the Operation and Maintenance of a Land Based MSDF (Pumpout Station). The grant is in the amount of \$7,198.50 which is paying 75% of our operation in effect through December 31, 2016.
10. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Diversified Contractors, LLC for Project #3659 Ina Clark Community Gardens, San Vincenzo Place for a sum not to exceed \$95,000.00 Account #'s 030000-2690, 09166030-5777-C0131, 09176030-5777-C0131 50% by State DEEP Grant.
11. Authorize the Mayor, Harry W. Rilling to enter into a lease agreement with Go Adventure Forest LLC t/a Go Ape for a 10 year term with 2 Five Year Options for the use of a portion of Cranbury Park (not exclusive use) for a Rope Zip Line Course, subject to a satisfactory agreement being negotiated through the Corporation Counsel's Office.
12. Approve the Department Fees & Charges for the 2016-17 Season.
13. Authorize the Mayor, Harry W. Rilling to enter into an agreement with The Rink at Harbor Point, LLC to set up, operate and manage Portable Rinks at Veterans Memorial Park for October 1, to March 30 each year with terms as outlines, subject to a satisfactory agreement being negotiated through the Corporation Counsel's Office.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

REAPPOINTMENTS

ETHICS BOARD	C	Chapter 32-12
KARA A.T. MURPHY (U)		Term Expires – 3/10/2019
50 Aiken Street		
Norwalk, CT 06851		

PARKING AUTHORITY	M/C	Nwlk. Code 73A
WILLIAM M. HARDEN (R)		Term Expires –3/31/2021
31 Harborview Avenue		
Norwalk, CT 06854		

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APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS
ARE SUBJECT TO THE AVAILABILITY OF FUNDS**

Mayor Rilling called the meeting to order at 7:45 p.m. Local Girl Scouts, led by Ms. Courtney Austin, presented the Colors and led the Assembly in reciting the Pledge of Allegiance and singing the National Anthem.

A proclamation was read celebrating Girl Scout week in Norwalk from March 6th – March 12th. The Girl Scouts recited the Girls Scout Pledge

Mayor Rilling thanked Ms. Austin for over 75 years of service to the Girl Scouts.

Ms. King, City Clerk read the notice stating that the meeting was being videotaped and audio recorded for the public broadcast and that assisted listening devices were available.

I. ROLL CALL

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

Council at Large:	Mr. Richard Bonenfant	Mr. Michael Corsello
	Mr. Douglas Hempstead	Mr. Nick Sacchinelli
District A:	Ms. Eloisa Melendez	Mr. Steven Serasis
District B:	Ms. Phaedrel Bowman	Mr. Travis Simms
District C:	Mr. John Kydes	Ms. Michelle Maggio
District D:	Ms. Shannon O'Toole Giandurco	
District E:	Mr. Thomas Livingston	

There were 12 (twelve) Common Council members present and three (3) absent (Mr. Kimmel, Mr. Igneri and Mr. DePalma).

Mayor Harry Rilling, Ms. Donna King, City Clerk and Mr. Mario Coppola, Corporation Counsel were also present.

II. ACCEPTANCE OF MINUTES

February 23, 2016 – Regular Meeting

The following corrections were made to the minutes:

Page 9: remove Leslie Soyland from appointments to the Board of Assessment Appeals.

**** MR. SIMMS MOVED TO APPROVE THE MINUTES AS AMENDED
** MOTION PASSED WITH ONE (1) ABSTENTION (MR. SACCHINELLI)**

III. PUBLIC PARTICIPATION

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

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

Mayor Rilling announced the following resignations:

RESIGNATIONS: Louis J. Bonsangue, Conservation Commission
David S. Hollar, Oak Hills Park Authority

APPOINTMENTS:

Alex A. Knopp, Public Library Board

**** MR. BONENFANT MOVED TO APPROVE THE APPOINTMENT
OF ALEX A. KNOPP TO THE PUBLIC LIBRARY BOARD**

Mr. Bonenfant said that Mr. Knopp is dedicated to Norwalk and will be a great asset to the Library Board.

Mr. Corsello said that he did not realize the magnitude of what Mr. Knopp had done until he saw his resume. He said that he will be good for the Library Board.

**** MOTION PASSED UNANIMOUSLY**

Jalin T. Sead, Fair Housing Advisory Commission

**** MR. SIMMS MOVED TO APPROVE THE APPOINTMENT OF
JALIN T. SEAD TO THE FAIR HOUSING ADVISORY
COMMISSION**

Mr. Simms said that Mr. Sead is a lifelong resident and will be a great asset.

Mr. Corsello said that when he first started teaching at Norwalk Community College, Mr. Sead was a tremendous help to him. He said that Mr. Sead will be great.

Ms. Bowman said that she found Mr. Sead to be enthusiastic and motivated

Mayor Rilling said that it is good to see a young person get involved in the community.

**** MOTION PASSED UNANIMOUSLY**

Michael L. Witherspoon, Zoning Commission (alternate)

**** MR. KYDES MOVED TO APPROVE THE APPOINTMENT OF
MICHAEL L. WITHERSPOON AS AN ALTERNATE ON THE
ZONING COMMISSION**

Mr. Kydes said that he was very impressed with him.

Ms. Bowman said that he is a real estate lawyer and feels that he will be a great fit.

Mr. Simms said that Mr. Witherspoon will be a great asset on this Commission.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENT:

Stanley M. Siegel, Public Library Board

**** MR. SACCHINELLI MOVED TO APPROVE THE
REAPPOINTMENT OF STANLEY M. SIEGEL TO THE PUBLIC
LIBRARY BOARD**

**** MOTION PASSED UNANIMOUSLY**

Ms. King, City Clerk administered the Oath of Office to Mr. Sead and Mr. Siegel.

MAYOR'S REMARKS:

Mayor Rilling urged everyone to support the local Girl Scouts and noted that Ms. Austin has contributed over 75 years to the Girl Scouts.

The next Mayor's Walk will take place on Saturday, March 12th at Cranbury Park at 8:30 a.m. The third annual Lit Crawl will take place on March 15th. The event will benefit Norwalk Reads.

The first Saint Patrick's Day Parade will kick off at 11:00 on March 17th from the Police Department to O'Neil's Pub. The parade route will be stenciled with shamrocks. The public is invited to attend and all Common Council members are invited to step off with them. The parade is being dedicated to the memory of Tim Murphy who was a founding father of the Emerald Society.

Mayor Rilling wished Ms. Melendez and Ms. O'Toole Giandurco happy birthdays.

COUNCIL PRESIDENT

CONSENT CALENDAR

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

PUBLIC WORKS COMMITTEE

7A5 (remove)

7A6

7A7

7A8

7A9A & 9B

RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

7C1 (consent to table to next meeting)

PUBLIC WORKS COMMITTEE

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN ESCROW AGREEMENT BETWEEN THE CITY OF NORWALK AND GENERAL GROWTH PROPERTIES, INC. FOR THE FUNDING OF A TRAFFIC ENGINEERING PEER REVIEW OF THE TRAFFIC IMPACT STUDY FOR THE SONO COLLECTION MALL PROJECT ON LOCAL ROADS. GENERAL GROWTH PROPERTIES WILL FUND THE ESCROW AMOUNT WITH AN AMOUNT TO BE DETERMINED BY THE CITY NECESSARY TO COMPLETE A FULL AND THOROUGH REVIEW.

7. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PARSONS BRINCKERHOFF, INC. IN AN AMOUNT NOT TO EXCEED \$90,000 TO PROVIDE TRAFFIC PEER REVIEW SERVICES OF THE TRAFFIC IMPACT STUDY FOR THE SONO COLLECTION MALL PROJECT ON

LOCAL ROADS, SUBJECT TO THE EXECUTION AND FUNDING OF AN ESCROW ACCOUNT AGREEMENT BY GENERAL GROWTH PROPERTIES, INC. BETWEEN THE CITY OF NORWALK AND GENERAL GROWTH PROPERTIES. INC.

8. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE THE FIRST AMENDMENT TO THE JULY 7, 2015 AGREEMENT WITH SEALCOATING. INC. FOR PROJECT NO. PM 2015-3 CRACK SEATING AT VARIOUS LOCATIONS, FOR A SUM NOT TO EXCEED \$300,000.

ACCOUNT NO. 0916 4021 5777C0021

9A. AUTHORIZE THE MAYOR. HARRY W. RILLING. TO EXECUTE AN AGREEMENT WITH FGB CONSTRUCTION COMPANY FOR PROJECT NO. PM 2016-1 PAVEMENT MANAGEMENT PROGRAM, FOR A SUM NOT TO EXCEED \$3,582,588.00.

9B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH FGB CONSTRUCTION COMPANY FOR PROJECT NO. PM 2016-1 PAVEMENT MANAGEMENT PROGRAM. FOR A SUM NOT TO EXCEED \$358,258.80.

ACCOUNT NO.

0916 4021 5777C0021

0915 40215777 C0021

0914 4021 5777 C0021

0916 4021 5777 C0503

0916 4021 5777C0302

0910 4021 5777C0302

030000-2602

0915 1000 5777 C0536

0916 1000 5777 C0536

0913 5010 5777 C0516

0915 5010 5777 C0516

0916 5010 5777 C0516

RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING TO ENTER INTO A LICENSE AGREEMENT WITH THE RINK AT HARBOR POINT LLC TO SET-UP, OPERATE AND MANAGE (2) SEASONAL PORTABLE RINKS AT VETERANS PARK FROM OCTOBER 1, 2017 -MARCH 31, 2027 (10 YEARS) WITH (2) FIVE YEAR RENEWAL OPTIONS.
(CONSENT TO TABLE TO NEXT MEETING)**

**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. SERASIS)**

PUBLIC WORKS COMMITTEE

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

- 1. ACCEPT THE FREEHOLDERS REPORT AND APPROVE THE DISCONTINUANCE AND ABANDONMENT OF A PORTION OF ISAACS STREET BEGINNING AT THE WESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 19 ISAACS STREET {TAX LOT 1-29-54-0) AND HEADING WEST TO THE EASTERLY BOUNDARY OF THE PROPERTY LOCATED AT 20 ISAACS STREET {TAX LOT 1-29-63-0) AS DEPICTED ON A MAP PREPARED BY REDNISS & MEAD ENTITLED "PROPERTY SURVEY DEPICTING AN ABANDONMENT OF A PORTION OF ISAACS STREET PREPARED FOR POKO-IWSR DEVELOPERS, LLC, NORWALK, CONNECTICUT, DATED NOVEMBER 16, 2015, AT A SCALE OF 1" = 40' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS, IN ACCORDANCE WITH SECTION 7.5 OF THE "LAND DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORWALK, CONNECTICUT. THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK AND POKO-IWSR DEVELOPERS, LLC," DATED NOVEMBER 14, 2007.**

Mr. Bonenfant said that he had a problem with the Freeholder's report indicating that the property was not worth anything to the City. He said that with the property, PoKo will be able to build 18 extra apartments and if he gets \$1,500 per month times 18 apartments, that would be \$324,000 per year.

Mr. Coppola explained that the previous Common Council agreed that this abandonment was part of the plan and that it will not change the current use of the road.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MR SERASIS) AND ONE (1) VOTE IN OPPOSITION (MR. BONENFANT)**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY OR DESIRED DOCUMENTS IN CONNECTION WITH THE FINALIZATION OF THE DISCONTINUANCE AND RELEASE OF THE CITY'S INTERESTS IN THE DISCONTINUED ROADWAY, INCLUDING A GENERAL RELEASE TO RELEASE ANY**

INTERESTS THAT THE CITY MAY HAVE IN THE PROPERTY COMPRISING THE ABANDONED PORTION OF ISAACS STREET BEGINNING AT THE WESTERLY BOUNDARY OF THE PROPERTY LOCATED AT 19 ISAACS STREET {TAX LOT 1-29-54-0) AND HEADING WEST TO THE EASTERLY BOUNDARY OF THE PROPERTY LOCATED AT 20 ISAACS STREET {TAX LOT 1-29-63-0) AS DEPICTED ON A MAP PREPARED BY REDNISS & MEAD ENTITLED "PROPERTY SURVEY DEPICTING AN ABANDONMENT OF A PORTION OF ISAACS STREET PREPARED FOR POKO-IWSR DEVELOPERS, LLC, NORWALK, CONNECTICUT," DATED NOVEMBER 16, 2015, AT A SCALE OF 1" = 40' ON FILE IN THE DEPARTMENT OF PUBLIC WORKS, IN ACCORDANCE WITH SECTION 7.5 OF THE "LAND DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF NORWALK, CONNECTICUT, THE REDEVELOPMENT AGENCY OF THE CITY OF NORWALK AND POKO- IWSR DEVELOPERS, LLC," DATED NOVEMBER 14, 2007.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MR SERASIS) AND ONE (1) VOTE IN OPPOSITION (MR. BONENFANT)**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

- 3. APPROVE THE FOLLOWING RESOLUTION: "THE COMMON COUNCIL OF THE CITY OF NORWALK SUPPORTS THE EFFORTS OF WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS IN APPLYING FOR A STATE OF CONNECTICUT REGIONAL PERFORMANCE INCENTIVE PROGRAM FOR A REGIONAL SNOW PLOW ROUTING STUDY AND HEREBY AUTHORIZES THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF CONNECTICUT IN ORDER TO RECEIVE AND PARTICIPATE IN SUCH STUDY."**

Mr. Hempstead said that it is ironic that the first thing the COG is tackling is snowplowing that is done 5 – 10 times a year. He said that he is perplexed about sharing equipment with other towns and asked if the City gives up their rights to their equipment.

Mayor Rilling said that the agreement is to participate in a study, not participate in snow removal. This is an approval to apply for funds to do the study. Mr. Hempstead said that they make the assumption that the City will be saving money, but it is fuzzy math. Mayor Rilling said that the savings are based on what it would cost if each municipality did their own study.

Mr. Chimento said that he believes that the study will be to analyze the 26 routes. He noted that he created an agreement with Westport in 1975 regarding plow routes. Ms. Bowman said that it looks like eventually it will cost the City money for the software.

Mr. Hempstead asked if any of the communities asked for the COG to initiate this. Mr. Chimento said that the COG initiated this. Ms. Maggio asked who does the route maps now. Mr. Chimento said that they are done internally. Ms. Maggio asked if this initiative would result in anyone losing their jobs. Mr. Chimento said that it would not.

**** MOTION FAILED WITH FIVE (5) IN FAVOR (MR. SACCHINELLI; MS. MELENDEZ; MR. SIMMS; MR. KYDES AND MR. LIVINGSTON) AND SIX (6) IN OPPOSITION (MR. BONENFANT; MR. CORSELLO; MR. HEMPSTEAD; MR. SERASIS; MS. MAGGIO AND MS. O'TOOLE GIANDURCO) AND ONE (1) ABSTENTION (MS BOWMAN)**

**** MR. LIVINGSTON MOVED TO SUSPEND THE RULES TO REMOVE THE FOLLOWING ITEM FROM THE AGENDA:**

- 5. DESIGNATE A PORTION OF BERKELEY STREET IN HONOR OF PASTOR SADIE MILES IN ACCORDANCE WITH CHAPTER 95 OF THE CITY CODE. TWO SIGNS: ONE AT WEST AVENUE AND BERKELEY STREET AND ONE AT ELM STREET AND BERKELEY STREET. (REMOVE)**

**** MOTION PASSED UNANIMOUSLY**

**** MS. MELENDEZ MOVED THE FOLLOWING ITEM:**

- 4. FORWARD THE FOLLOWING ACTION TO THE MARCH 8, 2016 COMMON COUNCIL MEETING: "RESCIND THE SEPTEMBER 8, 2015 RESOLUTION TO INSTALL AN HONORARY STREET NAME SIGN, "PASTOR SADIE MILES WAY", AT 2 BERKELEY STREET."**

Mr. Chimento explained that the pass to post two honorary signs – one at West Avenue and Berkley Street and the other at Elm Street and Berkley Street.

**** MOTION PASSED UNANIMOUSLY**

HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

**** MS. BOWMAN MOVED THE FOLLOWING ITEMS:**

1. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH ETT ENTERPRISES. INC. D/B/A ETT ENVIRONMENTAL SERVICES FOR THE REMOVAL OF THE UNDERGROUND FUEL STORAGE TANKS AT THE FIRE SUPPORT SERVICES FACILITY, 100 FAIRFIELD AVENUE (BID #3551) FOR A SUM NOT TO EXCEED \$34,798.95.
ACCOUNT NOS. 091531105777C0542. 090931105777C0411**
2. **AUTHORIZE THE FIRE CHIEF. LAURENCE REILLY, TO EXECUTE CHANGE ORDERS ON THE AGREEMENT WITH ETT ENTERPRISES. INC. D/B/A ETT ENVIRONMENTAL SERVICES FOR THE REMOVAL OF THE UNDERGROUND FUEL STORAGE TANKS AT THE FIRE SUPPORT SERVICES FACILITY, 100 FAIRFIELD AVENUE FOR A SUM NOT TO EXCEED \$2,500 ACCOUNT # 090931105777C0411**

Ms. Bowman explained that these are for the removal of fuel tanks at 100 Fairfield Avenue.

**** MOTION PASSED UNANIMOUSLY
** MS. BOWMAN MOVED THE FOLLOWING ITEMS:**

3. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE CONNECTICUT DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$44,500.00, WITH THE CITY OF NORWALK RESPONSIBLE FOR 25% OR \$11,125.00.**
4. **AUTHORIZE THE POLICE CHIEF, THOMAS E. KULHAWIK, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS AND AMENDMENTS THERETO AS MAY BE NECESSARY TO IMPLEMENT ALL PROGRAMS THROUGH CONNECTICUT DEPARTMENT OF TRANSPORTATION DISTRACTED DRIVING GRANT, PURSUANT TO SUCH GRANT FUNDING.**

The Deputy Chief explained that this is part of a grant that the Police Department applied for in the past. He said that the amount of traffic accidents related to distracted driving is increasing. He noted that people are reading, shaving, putting on makeup and eating while they are driving. Mr. Simms asked if it is against the law to eat while driving. The Deputy Chief said that it is, if it distracts the driver.

Ms. Bowman said that in the future, she would like to see the Police do educational seminars around distracted driving. The Deputy Chief said that they take advantage of as many opportunities as they can.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

There was no further business and the meeting was unanimously adjourned at 8:45 p.m.

ATTEST: _____
Donna King, City Clerk

R

WILLIAM MICHAEL HARDEN

31 Harborview Ave.
Norwalk, CT 06854
(203) 854-9347 Home
(203) 856-2635 Mobile
wmharden@optonline.net

EXPERIENCE

4/2012- Present LobsterCraft. Gourmet Hot Buttered Lobster Rolls.
2 trucks in Fairfield

1 Store front in NYC 1 Penn Plaza,

11/2006 – Present **Two Claws**

Purchased Commercial Fishing License and Business

COMMERCIAL LOBSTER FISHING

- Own and operate The F/V Jennifer Lynn
- Charter Fishing out of South Norwalk CT.
- Started The "Lobster Dinner Cruise" 2009

5/15 2007 – 11/15 2009 **WESTWORKS! LLC, Norwalk, CT**

Fabricators of Bold Design

PROJECT MANAGER- The Tree House, City Center L.V.

- Responsible for creating, building, and installing FSC Wood skin on Tree House
- Managed 6 carpenters and craftsmen
- <http://www.mgmdaren.com/node/422>

5/01 – 2006 **POLYCONCEPT USA, INC., Stamford CT**

Toy/ Electronics Design and Manufacturing- www.polyconceptusa.com

PRODUCT MANAGER

- Hired as Development Coordinator for Toys and electronics
- Managed multiple design firms.
- Coordinated designs for 2002-2004 lineup of products.
- Translated designs to Hong Kong Office and China factories
- Lived in Hong Kong from Sept 2003- May 2004 working with factories to produce products.
- Managed Wood/Electronics factory in building wooden turntables for USA/Canada market
- Managed Plastics factory in building Toys and Crafts for USA/Canada market
- Promoted to Product Manager for Toy department May 2005.
- In charge of all aspects of product development including working directly with the V.P. Sales in creating presentations of lines to show individual buyers of all major retail stores
- Managing an extensive budget for everything from prototypes to delivery from China. Both FOB Hong Kong and domestic sales.

10/97 – 4/01 **MBM INC., Stamford, CT**

A model and prototype shop- www.mbmmodels.com

OWNER AND OPERATOR

- Started business three years ago. Built machine shop from ground up.
- Built loyal customer base by word of mouth and direct mailings.
- Designed and constructed prototypes with customer for Mars Co. (M&M characters).
Developed the mechanical operation of the Slinky Phone and Alarm Clock.

WILLIAM MICHAEL HARDEN

- Known in the Cosmetic Industry as a bottle shaper. Carved acrylic prototypes for Clairol, Elizabeth Arden, Liz Taylor and Victoria's Secret, among others.
- Successfully managed administration of MBM Inc., including a 401K, Health Insurance and Disability plans.

EDUCATION

9/83 – 12/85 WIDENER COLLEGE, Chester Pa.

- **2 years- Business Management**
- Kappa Sigma Fraternity

SPECIAL INTERESTS/VOLUNTEER

BRIDGES TO COMMUNITY, Scarsdale, NY

Bridges organizes Volunteer trips to Nicaragua, Kenya and soon Nepal

- We lead volunteer groups down to build schools, Health centers and disaster relief homes.
- I have been to Nicaragua sixteen times since 1995. Including a Disaster Relief mission four days after Hurricane Mitch Devastated the country. We shock chlorinated water wells, made hundreds of food packs and hand delivered them out to the fields. We then identified the areas where help was most needed and began re-building projects for the top four areas. These projects have been ongoing since then and have helped hundreds of families.

Norwalk Exchange Club, Norwalk, Ct.

Vice-President 2000-2001

- Member since 1996

President-Elect 2001-2002

President 2002-2003

- **Chairman-** Oyster festival Lobster tent- 1999-2006
 - this is the largest grossing event the club puts on.
70K+ in three days.
Managed over 350 volunteer people

Managed the preparation and cooking of over 2500 lobster dinners, 2 tons of fresh cut French fries, and other foods totalling \$40,000 worth of food products.

Norwalk Parking Authority, Norwalk, Ct

Appointed by Mayor

Member since 2012

Vice Chairman since 2014

USCG OUPV Captain's License – Issued May 2008

EXECUTIVE SUMMARY

General practice and litigation attorney with nineteen years of experience in general civil litigation, insurance defense litigation, premises liability, medical malpractice, health law, municipal law, contracts, and general legal matters for individuals, not for profit corporations, healthcare entities, and municipal corporations/municipal electric and water companies.

LEGAL EXPERIENCE

Member Tierney, Zullo, Flaherty & Murphy, P.C. Represent a diverse group of clients in general legal matters, general civil litigation, personal injury, insurance defense litigation, premises liability, medical malpractice (Plaintiff and Defense) and commercial litigation for individuals, not for profit corporations, healthcare entities, and municipal corporations/municipal electric and water companies. Negotiate contracts for non-profit, healthcare, and municipal electric and water corporations. Part of a litigation team with a consistent record of favorable results for clients. Excellent writing skills have led to success on summary judgment, on appeal, and in contract negotiation.	October 1999-Present Norwalk, Connecticut
Associate Attorney Milano & Wanat, LLC Litigation Associate for litigation and insurance defense firm. Managed independent case load from inception through mediation, arbitration and/or trial. Analyzed and interpreted contracts. Negotiated settlements, releases, and arbitration parameters. Reported to insurers regarding pending matters. In addition, represented a local redevelopment agency in a large eminent domain project.	April 1997-September 1999 Branford, Connecticut
Temporary Assistant Clerk assigned to Hon. Robert Satter Connecticut Judicial Branch	September 1996-April 1997 Hartford, Connecticut
Legislative Intern, UCONN Law School, assigned to Hon. James A. Amann Connecticut General Assembly	January 1996-May 1996 Hartford, Connecticut

HONORABLE ACCOMPLISHMENTS

Connecticut Bar Association, Board of Governors & House of Delegates	July 2011 to Present
Connecticut Bar Association, Legislative Policy & Review Committee	July 2013 to Present
Connecticut Bar Association, Audit Committee	July 2012 to Present
Connecticut Bar Association, Nominating Committee	2013-2014
Connecticut Bar Association, Standing Committee on Professional Ethics	2014-2015
Fairfield County Bar Association, Board of Directors	2010 to 2014
Fairfield County Bar Association, Women in Law Committee, Co-Chair	2009-2011
Fairfield County Bar Association, Bench/Bar Committee, Co-Chair	2014 to Present
Fellow of the American Bar Foundation	January 2013 to Present
Fellow of the Connecticut Bar Foundation (James W. Cooper Fellow)	December 2015 to Present
Women in Law Publications Sub-committee, Defense Research Institute	2010 to 2013
Local Panel, Fairfield Judicial District, Statewide Grievance Committee	July 2004-June 2010
Board of Trustees, Norwalk Economic Opportunity Now	January 2006 to January 2007

PRO BONO ACTIVITIES

EDUCATION

Juris Doctor

May, 1996

University of Connecticut School of Law

Hartford, Connecticut

Research Editor, Connecticut Insurance Law Journal

1995-1996

"Pleading the Policy Limit as a Special Defense: An Attempt to Clarify Connecticut Uninsured Motorist Coverage," 1 Conn. Ins. Law J. 167 (1995); cited in Jon Berk and Michael C. Jainchill, Connecticut Law of Uninsured and Underinsured Motorist Coverage, § 7.9.3.B, p. 620 (4th Ed, 2010).

Bachelor of Arts, Cum Laude Honors in History with Thesis

May, 1992

Lafayette College

Easton, Pennsylvania

McKelvy Scholars Program

Class of 1910 Prize (Outstanding Student in History, 1992)

Phi Alpha Theta (National History Honor Society; Chapter President 1991-1992)

Pi Sigma Alpha (National Political Science Honor Society)

BAR ADMISSIONS

State of Connecticut

November, 1996

U.S. District Court, District of Connecticut

September, 1998

U.S. Supreme Court

December, 2004

SECTION A

RESOLVED

**SPECIAL APPROPRIATIONS – MARCH 7, 2016
BOARD OF ESTIMATE AND TAXATION**

ADVERTISED ITEM:

FISCAL YEAR 2015-16:

Approved

1. RESOLVED, that a sum not to exceed \$26,567 be and the same is hereby transferred from Contingency to the Registrar of Voters Department to cover the costs of Primary Election, training and back-up batteries for voting machines in various accounts. (Account #Various).

Approved

2. RESOLVED, that a sum not to exceed \$13,035 be and the same is hereby transferred to the Police Department Special Services Division overtime and State and Federal Reimbursements due to Increased Estimated Revenues. (Account #01-3035-5120).



DEPARTMENT OF FINANCE
OFFICE OF MANAGEMENT & BUDGETS

Date: March 7, 2016
To: Members of the Board of Estimate & Taxation
From: Donna Castracane, Asst. Director of Management and Budgets 
Re: Special Appropriations

FISCAL YEAR 2015-16:

Item 1:

\$26,567 from Contingency to the Registrar of Voters to cover the costs of Primary Election, training and back-up batteries for voting machines in various accounts.

The first piece of this appropriation is for a local Democratic primary that was held in September of 2015 at six polling places. The costs associated with this primary were not included in the Registrar's original budget because they were not sure if there would actually be one and the City does not budget for potential primary elections. The total cost of the primary was \$21,367 and includes staffing, facility rental and other election supplies. These items are detailed further in the attached breakdown from the Registrar.

The second piece is the \$1,600 to cover the cost of certification training courses for the two Registrars. In 2015 the State mandated Registrar certification training classes. There are eight in total and the registrars have each taken four so far. The remaining courses are budgeted for FY 2016-17. The law was not passed until after the FY 2015-16 budget was approved so the funds were not included in the current budget.

The final piece of this appropriation is \$3,600 for back-up batteries. The State originally purchased the batteries, but all 30 of them have exceeded the normal operating life. Last year, 12 of the batteries were replaced and the Registrar included money in the FY 2016-17 budget to replace the rest. They noticed, however, that none of the older batteries were holding a charge during the last election and want to replace the other 18 before the upcoming presidential primary. If this is done, the \$3,600 budgeted for battery replacement in FY16-17 can be removed.

It should be noted that the remaining funds in the department have been budgeted to pay for the presidential primary so there is no extra money in the budget to cover these costs.

Finance recommends approval.

Item 2:

\$13,035 to the Police Department Special Services Division overtime and State and Federal Reimbursements due to Increased Estimate Revenues

This appropriation is to cover the cost of Police Special Services overtime. For the months of August through December, 2015, the Department received \$13,036 in State and Federal reimbursements for police overtime worked on State and Federal cases. Normally the money is received in smaller amounts about once a month so the entries are made internally. However, in the last month several reimbursements were received in a short period of time so the entry needs to be approved by the Board of Estimate and Taxation. To date, \$17,492 has been received to cover overtime.

**REGISTRAR OF VOTERS
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

February 23, 2016

The Registrar of Voters Office requests a supplemental appropriation to cover the costs of the Primary Election in September 2015 which were not included in our 2015-16 budget. This Democratic primary was held in Districts A & B (total of 6 polling places).

Account #5298: Delivery of Voting Equipment

\$2,395 moving company charge to cover the delivering (and picking up) equipment from the polling places.

Account #5421: Rental

\$700 for the rental of St. Mary Hall used as a polling place.

Account #5130: Temporary Workers

\$11,550 wages for 40 Poll Workers (per attached list)
\$2,200 for Police security at the polls

Account #5140: Part Time Office Work.

\$1,100 Part Time staff - overtime in excess of 19 hrs per week each

Account #5245 Election Phones

\$1,041.68 Phones used for election communications, an internet line and a land line (handicap voting) at each polling place.

Account #5262: Machinery and Equipment

\$2,031.24 Ballot printing and memory card programming

Account #532A: Election Supplies

\$348.30 Miscellaneous supplies

TOTAL of Primary Election Costs \$21,366.22

The Registrar of Voters Office also requests a supplemental appropriation to cover the cost of tuition for required certification training courses, and for back-up batteries for polling equipment.

Account #5272, #5295, and #5286

\$1,600 to cover the cost of tuition at UConn-Stamford for Registrar Certification Courses. This training was mandated in a new law passed in 2015, which also mandated payment for tuition by the city. The registrars have each taken three of the required eight courses and are scheduled to take another on February 28,

2016. Payment for the previous courses (\$1,200) came from #5295 (Seminar & Conference Fees). \$550 of that \$1,200 was originally in that account, and \$650 was transferred in from #5286 (Business Expense).

We request that \$550 go to #5295, \$550 go to #5286, and \$400 go to #5272 from which the payment for the February 28th courses can be made. Note that the Spring ROVAC conference is in mid-April and so money will be needed in that account (#5295) to pay for it, as originally budgeted

Account # 532A

\$3,600 to cover the cost of back-up batteries for tabulators to be deployed at polling places in case of power outages. Similar batteries were purchased by the State of Connecticut when the tabulators were purchased. Since all these batteries were purchased at the same time, they have all failed to hold a charge during the last year as their normal operating life has ended.

Note that money for these batteries is in our requested budget for next year. We request the money be appropriated this year, in time for the Presidential Primary on April 26, 2016, and that it be removed from next year's budget request.

Future needs for back-up power at polling places will be affected by the expected purchase by the state of electronic pollbooks, and new handicap voting equipment. When these devices are purchased, there will no doubt be back-up power requirements, but the amount is unknown at this time. When this is known, it may be possible to buy a few back-up batteries on an annual basis, instead of all at once.

TOTAL of Training and Batteries \$5,200

TOTAL REQUEST	\$26,566.22
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Submitted by:

Submitted by:

Stuart W. Welles Karen Doyle Lyons
Stuart Welis & Karen Doyle Lyons
Registrar of Voters & Elections Department

From: Iannacone, Sai
To: Castracane, Donna
Subject: Reimbursements

Donna,

Please increase the budgets in accounts 013010-4181 and 013035-5120 for reimbursements received for Officer Rodriguez for the months of August through November 2015:

Check from the Town of Scarborough, ME	Received 12/2/15	Aug & Sept 2015	\$2,881.50
Check from the Town of Scarborough, ME	Received 2/4/16	Oct & Nov 2015	\$3,182.22

Thank you,

Sai

Donna,

On Friday, February 19, 2016 we received a payment from the US Treasury in the amount of \$1,369.62 to reimburse the Police Department for Task Force overtime for the month of January 2016.

I have posted this payment to account 013010-4220. Please increase the budget in accounts 013010-4220 and 013035-5120 by \$1,369.62 to reflect this increase in estimated revenue.

Thank you,

Sai

Donna,

On January 20 and 21, 2016 we received the following reimbursements for the Police Department:

1/20/16	\$1,500.00	State of Ct	LOI, S Cowf 12/1-12/31/15
1/21/16	\$1,637.00	US Treasury	TFO-OT-NWLK-DEC2015-12/31/15

I posted these payments to the following accounts:

Account #103010-4181 \$1,500.00

Account #103010-4220 \$1,637.00

Please increase the budget for accounts 013010-4181 and 013035-5120 by \$1,500.00 and accounts 013010-4220 and 013035-5120 by \$1,637.00 to reflect this increase in estimated revenue.

Thanks,

Sai

Donna,

Yesterday we received the following payment from the US Treasury to reimburse the Norwalk Police Department:

120115-12/01/2015 \$1,462.33

I have post this payment to revenue account 013010-4220. Please increase the budget in accounts 013010-4220 and 013035-5120 by \$1,462.33 to reflect this increase in estimated revenue.

Thanks,

Sai

Donna,

Yesterday we received the following reimbursement from the Department of Justice:

\$1,001.88 OCDETF NECT0208 0930

I've posted this payment to account 013010-4220. Please increase the budget in accounts 013010-4220 and 013035-5120 by this increase in estimated revenue.

Thank you,

Sai

Donna,

Yesterday we received the following reimbursement from the Department of Justice:

\$1,001.88 OCDETF NECT0208 0930

I've posted this payment to account 013010-4220. Please increase the budget in accounts 013010-4220 and 013035-5120 by this increase in estimated revenue.

Thank you,

Sai

MARCH 1, 2016

AGENDA

CLAIMS COMMITTEE MEETING

**REFUNDS PROCESSED
CLAIMS COMMITTEE**

GARCIA VENTURA OR PALACIOS VICTOR E
GARVEY KEITH V (\$28.37)

FORD MOTOR CREDIT CORP

HALDERMAN SYLVIA B

HONDA LEASE TRUST

HONDA LEASE TRUST

HONDA LEASE TRUST

HONDA LEASE TRUST (\$627.17)

HYUNDAI LEASE TITLING TR

HYUNDAI LEASE TITLING TR (\$1,151.60)

HYUNDAI LEASE TITLING TRUST

HYUNDAI LEASE TITLING TRUST (\$1,159.49)

HYUNDAI LEASE TITLING TRUST (\$769.68)

HYUNDAI LEASE TITLING TRUST (\$1,008.55)

HYUNDAI LEASE TITLING TRUST

JP MORGAN CHASE BANK NA

JP MORGAN CHASE BANK NA

JP MORGAN CHASE BANK NA

JP MORGAN CHASE BANK NA

JP MORGAN CHASE BANK NA (\$463.62)

**APPROVED BY
TAX COLLECTOR**

14-MV-323536 (\$123.62)

14-MV-323719 (\$17.37)

14-MV-323720 (\$11.00)

13-MV-322055 (\$52.06)

13-MV-326668 (\$177.92)

14-MV-329268 (\$103.59)

14-MV-329764 (\$254.18)

14-MV-329831 (\$233.27)

14-MV-329767 (\$397.66)

14-MV-329827 (\$189.56)

14-MV-406451 (\$39.95)

14-MV-330583 (\$379.97)

13-MV- SEVERAL SEE BACK UP

13-MV SEVERAL SEE BACK UP

13-MV SEVERAL SEE BACK UP

13- MV SEVERAL SEE BACK UP

14-MV-330869 (\$388.35)

14-MV-333045 (\$59.43)

14-MV-370824 (\$536.38)

14-MV-332901 (\$114.65)

14-MV-332696 (\$315.90)

14-MV-332915 (\$198.38)

14-MV-332666 (\$297.98)

14-MV-332929 (\$82.82)

14-MV-332930 (\$82.82)

**REPORTED TO
CLAIMS COMMITTEE**

ABATEMENT-SOLD

PRORATIONS

PRORATIONS

ABATEMENT

ABATEMENT-VEHICLE SOLD

PRORATION

PRORATION

PRORATION

PRORATIONS

PRORATIONS

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PRORATIONS

PRORATIONS

MARCH 1, 2016

AGENDA

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

KIRWAN LAWRENCE A

(\$537.92)

LINTON LAURA K

APPROVED BY
TAX COLLECTOR

14-MV-334372 (\$28.70)

14-MV-334371 (\$509.22)

14-MV-337376 (\$75.35)

REPORTED TO
CLAIMS COMMITTEE

PRORATION AND ABATEMENT

PRORATION AND ABATEMENT

PRORATION

L J DENNER AND SONS INC

MELENDEZ WILMER R

MERCHANTS AUTOMATIVE GRO

OTERO FRANCISCO

PATRISSI MICHAEL

REILLY SHARI R AND SEAN

ROBERTO M POBLANO LLC

ROOS JOSHUA MARTIN

SINGER JANET M

SKOBREV ARTEM A

TOYOTA LEASE TRUST

USB LEASING LT

VAULT TRUST

VAULT TRUST

VW CREDIT LEASING LTD

YOUNG SAMUEL

14-MV-335498 (\$204.30)

14-MV-341759 (\$131.87)

13-MV-341653 (\$123.95)

14-MV-410232 (\$34.97)

14-MV-349192 (\$16.42)

13-MV-410930 (\$68.59)

14-MV-411314 (\$175.94)

12-MV-410849 (\$297.39)

14-MV-358764 (\$12.27)

13-MV-358509 (\$24.43)

14-MV-364047 (\$395.50)

14-MV-364048 (\$425.45)

14-MV-365247 (\$53.35)

14-MV-413469 (\$455.21)

14-MV-413632 (\$556.02)

13-MV-365723 (\$233.49)

MV-SEVERAL SEE BACK UP

14-MV-370128 (\$102.26)

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

PRORATION

ABATEMENT-DUPLICATE BILL

ABATEMENT- DUPLICATE BILL

PRORATION

ABATEMENT

PRORATIONS

PRORATIONS

PRORATIONS AND ABATEMENT

PRORATIONS AND ABATEMENT

ABATED-DUPLICATE BILL

PRORATION

PRORATION AND ABATEMENT

PRORATION

CLAIMS COMMITTEE MEETING

**REFUNDS PROCESSED
CLAIMS COMMITTEE**

CULINART D/B/A 601 RIVERSIDE CAFÉ

BETH ISRAEL SOCIETY (SYNAGOGUE)
VAHORA MAHMADSALIM D
WAINHAUSE IRWIN A & BARBARA

AGENDA

MARCH 1, 2016

**APPROVED BY
TAX COLLECTOR**

12-PP-200851 (\$2557.30)

12-RE-102342 (\$964.15)
14-RE-127515 (\$101.77)
14-RE-128146 (\$2,607.74)

**REPORTED TO
CLAIMS COMMITTEE**

PAID WRONG AMOUNT

ABATED SEWER USE NOT CONNECTED
OVERPAYMENT
OVERPAYMENT

<u>CAB EAST LLC</u>				
BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-307663	318VPY	2011/FORD FUSION	3FAHP0DC5BR301102	\$ 164.87
13-MV-307665	319WRD	2011/FORD FUSION	3FAHP0KC4BR240621	\$ 344.01
13-MV-307668	328VPY	2011/FORD EDGE	2FMDK4JC6BBB25271	\$ 448.67
13-MV-307671	334VYW	2012/FORD ESCAPE	1FMCU9DG8CKA80682	\$ 305.43
13-MV-307594	GHGJR	2011/FORD FUSION	3FAHP0DC3BR163964	\$ 329.34
13-MV-307597	MOLGAN	2011/FORD EXLPORER	1FMHK8F2BGA29479	\$ 162.47
13-MV-307618	114ZLS	2012/FORD ESCAPE	1FMCU9DG7CKC50952	\$ 101.81
13-MV-307620	124ZCH	2012/FORD FUSION	3FAHP0JA3CR234360	\$ 243.27
13-MV-307632	139ZCH	2012/FORD EDGE	2FMDK4JC3CBA44052	\$ 304.55
13-MV-307680	347VYW	2012/FORD EDGE	2FMDK4JC3CBA01217	\$ 348.44
13-MV-307683	355ZBB	2012/FORD FIESTA	3FADP4AJOCM145171	\$ 120.85
13-MV-307692	396VLD	2011/FORD FIESTA	3FADP4CJ5BM169817	\$ 111.10
13-MV-307699	410ZDD	2012/FORD EXPLORER	1FMHK8D89CGA97752	\$ 254.53
13-MV-307712	448UWW	2012/FORD EXPLORER	1FMHK8D81CGA62624	\$ 305.17
13-MV-307713	449ZDD	2012/FORD ESCAPE	1FMCU9DG7CKC22746	\$ 237.43
13-MV-307717	513VWH	2012/FORD FOCUS	1FAHP3M29CL149768	\$ 80.17
13-MV-307737	589LDR	2011/FORD ESCAPE	1FMCU5K36BKC21255	\$ 224.86
13-MV-307746	632LAA	2012/FORD ESCAPE	1FMCU9EG4CKB25681	\$ 354.34
13-MV-307829	06CS62	2011/FORD F150	1FTFW1EF6BFA29742	\$ 338.84
8ARJR2				
TOTAL				\$4,780.15

<u>HYUNDAI LEASE TITLING TR</u>				
BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-330494	559ZFR	2012/HYUNDAELAN	KMHDH4AE2CU474259	\$ 154.19
13-MV-330504	9A8BD6	2011/KIA SPORTAGE	KNDPB3A26B7077718	\$ 263.54
13-MV-330515	368YRU	2011/KIA SORRENTO	5XYKTXA13BG181472	\$ 277.24
13-M-330533	191YSW	2011/HYUN SONATA	5NPEB4AC88H285228	\$ 144.31
13-MV-330549	457YPM	2011/KIA SOUL	KNDJT2A27B7232600	\$ 185.91
13-MV-406503	673YVJ	2011/KIA OPTIMA	KNAGM4AD1B5003472	\$ 126.41
TOTAL				\$ 1,151.60

<u>HYUNDAI LEASE TITLING TR</u>				
BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-330470	189YVT	2012/KIA	5XYKT3A61CG208102	\$ 259.76
13-MV-330472	336YVY	2011/KIA	KNAGN4A61B5144296	\$ 358.04
13-MV-330474	859YYF	2012/KIA	5XXGN4A71CG044305	\$ 332.65
13-MV-330476	843YVT	2011/KIA	KNDJT2A24B7328393	\$ 209.04
TOTAL				\$ 1,159.49

HYUNDAI LEASE TITLING TR

BILL	PLATE	MODEL	VIN#	AMOUNT
14-MV-304595	PHDIVA	2012/HYUND	5NPEC4AC3CH485920	\$ 218.99
14-MV-330463	166YOA	2011/HYUND	5NPEC4ABXBH215301	\$ 208.33
14-MV-330464	240YRH	2011/HYUND	5NPEB4AC7BH248445	\$ 96.10
14-MV-330477	651ZOU	2012/KIA	KNDJT2A68C7362678	\$ 127.56
14-MV-330534	266YUM	2011/HYUND	KMHDH4AE5BU087557	\$ 118.70
TOTAL				\$ 769.68

HYUNDAI LEASE TITLING TR

BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-330487	423YVV	2012/HYUND	KMHCT4AE8CU046738	\$ 240.67
13-MV-330500	648ZMX	2013/KAI	5XXGN4A78DG127778	\$ 185.07
13-MV-330516	372YRU	2011/KIA	KNDJT2A23B7261169	\$ 92.83
13-MV-330523	636YTR	2011/KIA	KNDJT2A29B7296380	\$ 69.67
13-MV-330541	316VVG	2012/KIA	5XYKT3A1XCG204621	\$ 65.04
13-MV-330545	445ZKM	2012/HYUND	KMHTC6AD6CU045784	\$ 288.59
13-MV-330664	522YZY	2012/KIA	5XXGN4A78CG037030	\$ 66.68
TOTAL				\$ 1,008.55

VW CREDIT LEASING LT

BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-366775	124YSY	2011/VOLK	3VWDZ7AJ0BM347106	\$ 48.95
13-MV-366742	359YNS	2011/VOLK	3VW1K7AJ2BM327222	\$ 130.22
13-MV-366782	140XJX	2012/VOLK	3VW2K7AJ4CM383801	\$ 24.09
13-MV-366864	322YMW	2011/AUDI	WA1CFAFP9BA068231	\$ 50.30
13-MV-366867	326YMW	2011/AUDI	WAULFAFR5BA047428	\$ 55.27
13-MV-366909	449YPW	2011/AUDI	WAUBFAFL8BN041638	\$ 43.86
14-MV-367567	449YPW	2011/AUDI	WAUBFAFL8BN041638	\$ 412.86
13-MV-366997	650YXP	2012/VOLK	WVWHD7AJ5CW029812	\$ 68.68
13-MV-367035	764RWB	2011/AUDI	WAUBGAFB0BN066182	\$ 117.12
13-MV-367047	802XBN	2011/VOLK	3VW1Z7AJ4BM304111	\$ 85.63

TOTAL **\$1,036.98**

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Blagiarelli, Tax Collector
Date: March 10, 2016
Re: Narrative for February, 2016 Tax Collector's Report

Through the end of February 2016, eight months into our current fiscal year, we collected more than \$292 million, or 97.67% of our nearly \$300 million tax levy. In addition, as of the end of February 2016, we collected more than \$14.2 million of our sewer use levy, or 97.11%. We also collected in excess of 88.4% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority.

Also through the month of February 2016, we collected more than \$2.8 million (net) in back taxes, interest, lien fees and other fees. That amount still appears to fall short of what we collected in back taxes during the prior fiscal year, however. This year's collections are, again, being impacted by tax credits stemming from reductions from court cases brought by taxpayers challenging their property assessments. Our tax sale will be held on Monday, July 18, 2016. Back tax collections usually spike during tax sale years. We should see the 'gap' between the current and the prior year dwindle, as we continue to bring in revenue related to the tax sale, unless back tax collections continue to be outpaced by prior years' assessment reductions and tax credits.

Compared with last fiscal year, we are slightly ahead relative to current taxes (.4%) and slightly behind relative to current sewer use collections (- .05%). Because the collection cycle did not end until February 2016, with this end of month report, we are finally able to fully evaluate our standing relative to last year, and conclude that we are on track to meet our budgeted collection goals through the end of the current fiscal year on June 30.

With regard to delinquent collection enforcement, we are working with our state marshals on delinquent business personal property accounts. We have issued some new alias tax warrants and are following up on some that were issued in the fall of 2015. Since the inception of the alias tax warrant program we have collected in excess of \$2.3 million through the direct personal effort of the marshals and / or our delinquent tax collector. Our delinquent tax collector has also been working on UCC (Uniform Commercial Code) liens for delinquent businesses, and since September 2015, has filed more than 900 of these liens with the office of the Secretary of the State of Connecticut. Also, on March 4, 2016, we published a delinquent business personal property tax levy notice in the Norwalk Hour to attempt to enforce collection on more than 100 accounts that were either three or more years in arrears, or that owed in excess of \$2,000. The notice took almost an entire page in the newspaper. We are going to follow up with another notice next month. Many of those accounts are problem accounts that are difficult to collect for various reasons. Most of those accounts have already been turned over to the state marshal. We continue to work with the Department of Health to ensure that entities owing back business personal property taxes are not allowed to renew their health permits until their back taxes are paid. Norwalk health permits renew in January.

Norwalk residents seeking a resident pass to use the beach, transfer station, and other facilities must be current in their taxes and will be denied a pass until they bring their taxes current.

We are about to embark on the next phase of work relative to our July 2016 tax sale. In November 2015 we sent about 130 preliminary letters to owners of properties that already met the criteria for inclusion. That mailing was a courtesy mailing that is not required by state law. Its purpose was to alert those involved that they met the criteria, and to give them extra time to arrange for financing or otherwise attempt to address the delinquency. To date, we have already collected more than \$800,000 on properties scheduled for tax sale. The 'official' sale process will begin within the next four to six weeks. We will finalize the criteria, assign remaining properties for title search, and begin photographing properties. We expect to file notices of sale sometime in April. The sale is scheduled for Monday, July 18, 2016. Previous tax sales have generated upwards of \$4 - \$5 million or more in revenue.

Our second instalment collection period concluded on February 1. We ran our billing files prior to Thanksgiving weekend, and mailed our bills around December 10, giving taxpayers about seven weeks to pay. There were no major issues. At the end of February, we mailed delinquent notices to taxpayers who had not met their current tax obligations. We will file our lien continuing certificates at the close of business tomorrow, Friday, March 11. Tax liens are filed to secure payment of outstanding real estate taxes and sewer use charges. We are adhering to the normal schedule for these processes, based on the necessity of filing liens in mid March in preparation for our July tax sale.

As we first reported in June 2015, the Connecticut Department of Motor Vehicles converted to a new computer system that changes how the DMV identifies taxpayers and vehicles, and how municipalities report tax delinquencies and compliance. The transition has not gone well. Senior members of our staff continue to spend a great deal of time online and on the telephone "troubleshooting" with DMV and our software provider.

The last three months of the fiscal year, April through June, will be a combination of work on delinquent enforcement for the taxes that are now past due, as well as preparation work for the new fiscal year and the tax billing that will take place in early to mid June 2016.

Last but not least, I'm proud to report that members of our staff continue to be recognized as subject matter experts by a number of our professional associations. Al Palumbo, Assistant Tax Collector, is considered an authority on numerous subjects including how federal bankruptcy affects tax collections. He and I are doing a presentation for our Northeast Regional Tax Collectors & Treasurers' Association at our annual conference later this year. We have done similar presentations in the past for our state group. Al is also involved with our state association, and traveled to Hartford last week as part of an eight person delegation that delivered testimony before the Connecticut General Assembly on behalf of our association and the City. Our delinquent tax collector, Cynthia Haith, is participating in a panel presentation at our state association's conference next week in Bristol, Connecticut. Her presentation deals with effective collection of business personal property taxes. She will be joined by the Assessor and Tax Collector from the City of East Hartford, and one of our Fairfield County state marshals. On April 1, I am presenting an all day workshop, sponsored by the Connecticut Tax Collectors' Association, for tax collectors and staff on the topic of how to conduct a municipal tax sale. We hope to teach other towns how to do their own tax sales 'in house,' without hiring outside attorneys or marshals to conduct the sale.

**TAX COLLECTOR'S REPORT
FEBRUARY 29, 2018**

FISCAL YEAR 2015-2018 (2014 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY (JUL 15 - FEB 16)	JUN 14 - FEB 18			
AUTOMOBILE-REGULAR	\$17,433,300.64	\$15,752,239.57	90.39%	\$17,172,759.83	91.73%
AUTOMOBILE-SUPPLEMENTAL	\$2,846,741.83	\$2,184,561.14	78.74%	\$2,826,903.54	77.28%
PERSONAL SUPPLEMENTAL	\$18,492,367.14	\$16,034,727.12	97.53%	\$18,507,881.78	97.44%
REAL ESTATE	\$281,229,545.62	\$256,331,087.91	98.12%	\$280,730,186.92	98.23%
TOTAL TAX	\$300,001,955.03	\$292,302,615.74	97.43%	\$299,287,742.07	97.87%
SEWER USE	\$14,660,068.00	\$14,213,032.19	96.95%	\$14,838,738.50	97.11%
IPP FEE	\$189,750.00	\$191,458.35	100.90%	\$218,500.00	88.43%

FISCAL YEAR 2014-2015 (2013 GRAND LIST)	ADJ. TAX COLLECTIONS		COLLECTION %	CORRECTED LEVY*	COLLECTION %
	ORIGINAL LEVY (JUL 13 - FEB 15)	JUN 13 - FEB 15			
AUTOMOBILE-REGULAR	\$18,706,950.43	\$14,997,193.59	89.73%	\$18,410,818.28	91.35%
AUTOMOBILE-SUPPLEMENTAL	\$2,704,431.83	\$2,000,878.79	73.98%	\$2,721,967.58	73.50%
PERSONAL SUPPLEMENTAL	\$17,794,935.82	\$18,845,536.12	94.66%	\$17,683,846.20	95.26%
REAL ESTATE	\$257,672,948.38	\$252,414,808.14	97.96%	\$257,491,886.18	98.03%
TOTAL TAX	\$284,878,266.46	\$286,252,218.64	97.07%	\$294,308,318.24	97.26%
SEWER USE	\$13,851,424.00	\$13,385,189.40	96.83%	\$13,777,594.00	97.15%
IPP FEE	\$181,250.00	\$188,700.32	98.87%	\$225,250.00	83.77%

TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE) \$5,122,888.57 \$6,050,389.10 0.38% \$4,979,423.83 0.40%

SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE) \$808,644.00 \$827,962.79 0.32% \$859,144.50 -0.05%

IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE) (\$1,500.00) \$2,758.03 2.23% (\$8,750.00) 4.66%

BACK TAXES COLLECTED	FISCAL YR 2015-2016		FISCAL YR 2014-2015		CUR YR vs. PRIOR YR	
	JUL 15 - FEB 16	JUL 14 - FEB 15	JUL 14 - FEB 15	INC/DEC		
PRIOR TAXES	\$1,583,577.91	\$2,556,323.62		(\$976,745.71)		
PRIOR SEWER USE FEE	\$100,495.02	\$140,661.37		(\$40,166.35)		
PRIOR IPP FEE	\$13,921.53	\$10,061.10		\$3,860.43		
TOTAL PRIOR TAX, SEWER & IPP	\$1,897,994.46	\$2,710,046.09		(\$1,012,051.63)		
CURRENT INTEREST	\$436,218.28	\$430,167.11		\$6,049.17		
PRIOR INTEREST	\$665,828.00	\$871,318.96		(\$105,492.96)		
SEWER USE FEE INTEREST	\$54,256.93	\$62,663.66		\$1,593.05		
IPP FEE INTEREST	\$6,034.18	\$4,929.13		\$1,105.05		
TOTAL INTEREST COLLECTED	\$1,062,333.39	\$1,159,079.06		(\$96,745.69)		
PRIOR LIEN FEE	\$9,554.95	\$12,048.00		(\$2,493.05)		
CURRENT LIEN FEE	\$0.00	\$0.00		\$0.00		
TOTAL LIEN FEE COLLECTED	\$9,554.95	\$12,048.00		(\$2,493.05)		
MISC FEES COLLECTED**	\$46,588.25	\$150,403.80		(\$103,815.55)		
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$2,818,471.05	\$4,031,578.77		(\$1,215,105.72)		

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION
** PRIOR FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS



STATE OF CONNECTICUT

OFFICE OF POLICY AND MANAGEMENT
INTERGOVERNMENTAL POLICY DIVISION

MEMORANDUM

To: Municipal Chief Executive Officers and Chief Financial Officers

From: Sandra M. Huber, LoCIP Program Coordinator
Intergovernmental Policy Division

Date: February 29, 2016

Subject: 2016 Local Capital Improvement Program (LoCIP) Guidelines

The 2016 Local Capital Improvement Program (LoCIP) Guidelines packet is now available on the Office of Policy and Management (OPM) website. As with previous Guidelines, the following is provided:

- A Q & A section that covers frequently asked questions relating to the LoCIP program,
- A listing, by town, of all LoCIP entitlements for 2016 and a column entitled "Available 3/1/2016"; the 2016 entitlement plus any unencumbered LoCIP balances remaining from previous years,
- The current LoCIP Authorization/Expenditure (A/E) form which is required to be filed with any LoCIP authorization and/or reimbursement request, and
- Sections 7-535 through 7-538 of the General Statutes that establish the parameters for the LoCIP program.

Please note that this will be a transition year for the LoCIP Program, which was recently the subject of an OPM-sponsored "Lean" process. That process has produced a number of recommendations for streamlining the LoCIP program in a manner that will ultimately make it easier for recipients to access current and historic LoCIP data, submit applications, receive entitlement authorizations, and file for reimbursement of expenditures via the OPM Grants Portal. Since this transition will take place incrementally over the coming months, you will be notified via email whenever new functionality becomes available.

Please note that this will also be a transition year for me personally, as I will be retiring from state service, effective April 1, 2016, and turning over my LoCIP responsibilities to the new Program Coordinator, Kathy Taylor. If you have questions or comments concerning the LoCIP program, please contact me at (860) 418-6293 or e-mail me at: sandra.huber@ct.gov. Thank you.

2016 LoCIP GUIDELINES

INTRODUCTION

This manual has been prepared to assist municipalities in applying for state aid entitlements under the Local Capital Improvement Program (LoCIP).

LoCIP provides financial assistance to municipalities for eligible projects funded with State general obligation bonds. Annual entitlements are announced each March, and municipalities must apply to the Office of Policy and Management (OPM) for funding authorization for eligible projects on the Authorization/Expenditure form included in this package. Once a municipality expends funds for an authorized LoCIP project, it may apply for reimbursement on the same form. The funding authorization cannot exceed the municipality's available balance of LoCIP funds. Due to forthcoming changes to LoCIP, please pay particular attention to Items 3, 15 and 16 below.

If you have questions on the LoCIP program or procedures, please do not hesitate to call Sandra Huber, LoCIP Coordinator, at (860) 418-6293 or via e-mail at: sandra.huber@ct.gov.

QUESTIONS AND ANSWERS RELATING TO THE LoCIP PROGRAM

1. What project categories are eligible for LoCIP reimbursement?

Eligible LoCIP projects are defined in the following major categories:

- A. ROAD construction, renovation, repair, or resurfacing,
- B. SIDEWALK and pavement improvements,
- C. SEWER facilities/lines construction, renovation, enlargement, or repair,
- D. PUBLIC BUILDINGS, other than schools, construction, renovation, code compliance, energy conservation and fire safety,
- E. DAMS/BRIDGES/FLOOD CONTROL construction, renovation, enlargement, or repair,
- F. WATER TREATMENT OR FILTRATION facilities/mains construction, renovation, enlargement, or repair,
- G. SOLID WASTE facilities construction, renovation, or enlargement,
- H. PUBLIC PARKS improvements,
- I. CAPITAL IMPROVEMENT PLANS,
- J. EMERGENCY COMMUNICATIONS systems improvements and BUILDING SECURITY SYSTEMS, INCLUDING FOR SCHOOLS,
- K. PUBLIC HOUSING renovation and improvements,
- L. VETERANS MEMORIALS,
- M. THERMAL IMAGING SYSTEMS,
- N. BULKY WASTE/LANDFILL PROJECTS,
- O. CONSERVATION & DEVELOPMENT PLANS,
- P. AUTO EXTERNAL DEFIBRILLATORS,

2016 LoCIP GUIDELINES

- Q. FLOODPLAIN MANAGEMENT AND HAZARD MITIGATION ACTIVITIES,
- R. ON-BOARD OIL REFINING SYSTEMS,
- S. THE PLANNING OF A MUNICIPAL BROADBAND NETWORK,
- T. BIKEWAY AND GREENWAY establishment,
- U. LAND ACQUISITION: Incl. for open space and costs to make land available for public use,
- V. TECHNOLOGY relating to SDE' Common Core State Standard, and
- W. TECHNOLOGY UPGRADES including expansion of public access to government information via e- portals/kiosks, and

A LoCIP project may include repairs incidental to reconstruction and renovation, but does not include ordinary repairs and maintenance of a routine, ongoing nature.

2. What kind of expenditures are not eligible for LoCIP reimbursement?

Expenditures for the following are NOT eligible for LoCIP reimbursement: motor vehicles, furniture, fixtures, equipment, supplies such as light bulbs, filters, etc., tools machinery and equipment that is not permanently installed, and studies.

3. When can applications be submitted?

The Office of Policy and Management (OPM) is accepting applications for the entitlement years 1988-89 through 2016-17. Applications for the 2016-17 certified entitlement will be accepted on or after March 1, 2016 but before October 1, 2016. Authorization and reimbursement requests must be submitted on the prescribed form and should be addressed to:

State of Connecticut

Office of Policy and Management

Intergovernmental Policy Division

450 Capitol Ave., MS#540RG

Hartford, CT 06106-1379

Attention: LoCIP Program

4. How are distributions to each municipality calculated?

Distribution of these funds is apportioned to the towns by the statutory formula of 30% road miles, 25% population density, 25% AENGLC (Adjusted Equalized Net Grand List Per Capita) and 20% population, with unconsolidated cities and boroughs receiving a percentage of their associated municipality's allocation based on the total taxes levied. *Although municipalities are encouraged to utilize their LoCIP entitlement annually, these entitlements may be accumulated from year to year.*

5. What is a Capital Improvement Plan (CIP)?

A CIP is a multiyear plan prepared to show the general description, need, and estimated cost of each individual capital improvement, and the proposed funding source for each individual capital improvement in the first year of the plan. The CIP should be adopted by the applicant's legislative body having final annual budget approval (City Council, Board of Alderman or Town Meeting) and should be updated annually.

6. Must projects be included in a CIP in order to be approved?

Yes, with the exception delineated below, the municipality must certify that it has adopted a capital improvement plan and that the project is consistent with such plan. If, however, a particular project is not included in the local CIP because of a substantial change of circumstances, a note explaining such circumstances must be included in the project description section of the Authorization/Expenditure form.

7. Is any project listed in the CIP eligible for LoCIP reimbursement?

No. Only projects that fall under the categories listed under question #1 of the Guidelines are eligible for LoCIP reimbursement.

2016 LoCIP GUIDELINES

8. Can LoCIP funds be used for projects which receive other State funds?

The grant can be used toward the balance on projects receiving other assistance, but cannot be used to satisfy a local matching requirement for any state assistance program except for the Local Bridge Program established under Sections 13a-175p to 13a-175u, Connecticut General Statutes.

9. Do projects require separate applications?

Yes, separate forms, and support materials are required for each project. Please use the updated A/E form to request authorization and reimbursement.

10. How long will it take to receive approval?

The Secretary of OPM will approve or disapprove each fully completed project authorization and expenditure (A/E) form within forty five (45) days of its receipt and will notify each applicant accordingly. The Secretary will approve projects only up to the amount of each municipality's available balance (current entitlement plus any balance from previous years), provided separately.

11. How does the municipality receive funding?

A municipality must expend local funds for eligible and approved LoCIP projects before reimbursement can be issued. The municipality initiates this reimbursement process by submitting a reimbursement request and entering the amount of reimbursement requested in the "Amount of Current Request" column on the LOCIP A/E form that is provided with this manual. *Note: Documentation of the expenditure in the form of a list of checks, their dates, amounts, the vendor from whom items or services were obtained and a description of those items/services must accompany the request. Copies of detailed invoices itemizing products or services provided may be requested in order to verify eligibility for reimbursement.*

12. Can a municipality request a project authorization and reimbursement of expenses at the same time?

Yes, each municipality may apply to the Secretary for expense reimbursement at the time it submits a Local Capital Improvement project authorization request. Documentation of the expenditure as described under item 9 above, must accompany the request.

13. May municipalities sell grant anticipation notes to provide interim financing?

Yes, the law permits municipalities to sell such notes. Such notes must be authorized in the same way as other bonds and notes of the municipality but payments of principal are not required while the project is under construction. The term of these notes shall not exceed six months from the date of completion of an eligible local capital improvement project.

The expense of preparing, issuing and marketing of such notes may not be included as part of the cost of an eligible local capital improvement project. Also, a LoCIP grant may not be used to make debt service payments on long-term bonds or financing leases.

14. May a municipality transfer LoCIP funds from one project to another if there is an unexpended balance in one project account and deficit elsewhere?

No, if there is a balance and a project is completed, the municipality should close out the finished project and the funding will be released into the municipality's available balance where it can be drawn from for another project.

For a cost overrun, the municipality should submit a new request for authorization referring to the original project number in the description of the project, the application should provide an explanation for the cost overrun; a new project number will be issued.

15. How long must the municipality retain records related to LoCIP funded projects?

Pursuant to C.G.S. §7-536(h) each municipality receiving a Local Capital Improvement Project grant under this section shall retain detailed accounting records of all expenses incurred relative to the local capital improvement project for which a grant is received for a period of not less than 3 years following the completion of such project. Additionally, under the authority granted by C.G.S. §§ 11-8, 11-8a, 11-8b and 7-109, the Connecticut State Library has established retention schedules for municipal records which may require a retention period longer than prescribed in C.G.S. §7-536(h). Municipalities are advised to retain records for whichever retention period is longest.

16. How often can reimbursement requests be submitted?

Reimbursement requests should be submitted not more than once per month, per project.

2016 LoCIP GUIDELINES

INSTRUCTIONS

PART 1 - PROJECT APPROVAL

Only a COMPLETE LoCIP application package will be acted upon by the Office of Policy and Management (OPM); a separate package is required for each project.

A current LoCIP **Authorization/Expenditure (A/E)** form provided by OPM must be signed by the Chief Executive Officer at the bottom of the form. Be sure to provide the name, title, and contact information of the LoCIP contact person for your municipality when requesting authorization and/or reimbursement. This is the person to whom all program correspondence will be addressed. The A/E form must provide a detailed description of the proposed project. For project authorization only, complete the first column of the Project Component Section. (The balance of the project Component Section will be completed when reimbursement is requested.)

This A/E form is also used to certify that the project complies with LoCIP guidelines and relevant statutes, and that the funds are not being used to match another state grant except for the Local Bridge Program.

In the event an emergency authorization is requested for a capital project which was not contained in the municipality's capital plan, the Chief Executive Officer should note on Item 4 in the certification section of the form that the project is not in the capital plan and provide the reason in the "Project Description" section on this form.

The Secretary of OPM will determine the eligibility of each fully completed A/E form within forty five (45) days of its receipt and will notify each applicant accordingly.

PART 2 - REIMBURSEMENT

After expenses have been incurred and local funds have been expended for an approved project, the municipality may request reimbursement by completing the request for reimbursement part (columns 2, 3 and 4 of the Project Component Section) of the A/E form. Column 2 of this section should list the amount of previous reimbursement (if any) made by OPM for this project. Column 3 should show the amount currently being requested, while column 4 is a total of the previous reimbursement and the current request.

Each reimbursement request should be accompanied by a brief expense summary sheet that shows the vendor's name, check number, date and amount of each payment and a description of the item/service provided, making up that particular submission. *Copies of detailed invoices that provide a description of the items or services provided by the vendor may be required in order to determine eligibility for reimbursement.*

When the project is complete and the final expense reimbursement is requested, check the "Final Reimbursement" box on the form. If the final reimbursement total is less than the amount originally approved, the unexpended balance will be returned to the municipality's available balance.

If a municipality experiences a project cost overrun, a new Authorization form for the amount of this overrun is required. The project description of this new request should mention the earlier related LoCIP project number and the reason for the overrun. The increase will be approved under a new project number subject to OPM review and approval, provided the municipality has entitlement funds available.

2016 LoCIP GUIDELINES

Connecticut General Statutes sections that provide for the LoCIP program follow:

Sec. 7-536. Definitions. Allocation of funds. Projects. Formulas. Applications for funds. Criteria for review of applications. Use of funds. (a) As used in sections 7-535 to 7-538, inclusive:

(1) "Adjusted equalized net grand list per capita" means the adjusted equalized net grand list per capita determined for each town pursuant to section 10-261;

(2) "Density" means the population of a municipality divided by the number of square miles of the municipality;

(3) "Grant anticipation note" means a note issued in anticipation of the receipt of project grants to the municipality from moneys in the Local Capital Improvement Fund;

(4) "Local capital improvement project" means a municipal capital expenditure project for any of the following purposes: (A) Road construction, renovation, repair or resurfacing, (B) sidewalk and pavement improvements, (C) construction, renovation, enlargement or repair of sewage treatment plants and sanitary or storm, water or sewer lines, including separation of lines, (D) public building construction other than schools, including renovation, repair, code compliance, energy conservation and fire safety projects, (E) construction, renovation, enlargement or repair of dams, bridges and flood control projects, (F) construction, renovation, enlargement or repair of water treatment or filtration plants and water mains, (G) construction, renovation or enlargement of solid waste facilities, (H) improvements to public parks, (I) the preparation and revision of local capital improvement plans projected for a period of not less than five years and so prepared as to show the general description, need and estimated cost of each individual capital improvement, (J) improvements to emergency communications systems and building security systems, including for schools, (K) public housing projects, including renovations and improvements and energy conservation and the development of additional housing, (L) renovations to or construction of veterans' memorial monuments, (M) thermal imaging systems, (N) bulky waste and landfill projects, (O) the preparation and revision of municipal plans of conservation and development adopted pursuant to section 8-23, provided such plans are endorsed by the legislative body of the municipality not more than one hundred eighty days after adoption by the commission, (P) acquisition of automatic external defibrillators, (Q) floodplain management and hazard mitigation activities, (R) on-board oil refining systems consisting of a filtration canister and evaporation canister that remove solid and liquid contaminants from lubricating oil, (S) activities related to the planning of a municipal broadband network, provided the speed of the network shall be not less than three hundred eighty-four thousand bits per second, (T) establishment of bikeways and greenways, (U) land acquisition, including for open space, and costs involved in making land available for public uses, (V) acquisition of technology related to implementation of the Department of Education's common core state standards, (W) technology upgrades, including for improvements to expand public access to government information through electronic portals and kiosks, and (X) for the fiscal years ending June 30, 2013, and June 30, 2014, acquisition of snow removal equipment, capital expenditures made to improve public safety, and capital expenditures made to facilitate regional cooperation. "Local capital improvement project" means only capital expenditures and includes repairs incident to reconstruction and renovation but does not include ordinary repairs and maintenance of an ongoing nature and "floodplain management" and "hazard mitigation" shall have the same meaning as in section 25-68j;

(5) "Municipality" means any town, city, borough, consolidated town and city or consolidated town and borough;

(6) "Population" means the number of people according to the most recent federal decennial census, except in intervening years between such censuses when it shall mean the number according to the most recent estimate of the Department of Public Health; and

(7) "Secretary" means the Secretary of the Office of Policy and Management.

(b) On February first of each year, not more than the amount as authorized by the General Assembly for the fiscal year from the resources of the Local Capital Improvement Fund shall be allocated to the Secretary of the Office of Policy and Management, who shall allocate an amount to each municipality in the state in accordance with the provisions of subsection (c) of this section. The secretary shall credit all such allocated moneys to a local capital improvement account for each municipality and make local improvement project grants from such accounts to such municipalities pursuant to the provisions of this section. The secretary shall maintain records

2016 LoCIP GUIDELINES

Indicating, for each municipality's account, the amount credited to the account each year, the amount paid out in local capital improvement project grants and charged to the account and the balance available for additional local capital improvement project grants.

(c) Each allocation under subsection (b) of this section shall be made to municipalities in accordance with the following formula: (1) Thirty per cent of the amount shall be allocated pro rata on the basis of the ratio of the total number of miles of improved and unimproved highways in each town to the total number of miles of improved and unimproved highways in all towns in the state, as determined under sections 13a-175b and 13a-175d; (2) twenty-five per cent of the amount shall be allotted pro rata on the basis of the following ratio: The density of each town multiplied by the population of such town shall be the numerator of the fraction. The resulting products for all the towns shall be added together, and the sum shall be the denominator of the fraction; (3) twenty-five per cent of the amount shall be allotted on the basis of the following ratio: The population of each town multiplied by the inverse of the adjusted equalized net grand list per capita of such town shall be the numerator of the fraction, and the resulting products for all the towns shall be added together and the sum shall be the denominator of the fraction; (4) twenty per cent of the amount shall be allotted pro rata on the basis of the ratio of the population of each town to the population of the state. Any city or borough not consolidated with the town in which it is located and any town containing such a city or borough shall share the allocation to such town on the basis of the following ratio: The total taxes levied in the previous fiscal year by such town, city or borough shall be the numerator of the fraction. The total taxes levied by the town and all cities or boroughs located within such town shall be added together, and the sum shall be the denominator of the fraction. Any such city or borough may, by vote of its legislative body, direct the Secretary of the Office of Policy and Management to reallocate all or a portion of the share of such city or borough to the town in which it is located.

(d) On March first of each year the Secretary of the Office of Policy and Management shall indicate to each municipality the amount allocated to the municipality under subsections (b) and (c) of this section in accordance with section 4-71a.

(e) (1) Each municipality may apply to the secretary for project authorization and expense reimbursement of local capital improvement projects.

(2) Notwithstanding the deadlines imposed by this section, each municipality that has expended funds in the fiscal year ending June 30, 2013, on projects listed in subparagraphs (T) to (X), inclusive, of subdivision (4) of subsection (a) of this section may apply to the secretary for reimbursement of such expenses.

(3) Notwithstanding the provisions of subdivision (2) of subsection (f) of this section, the secretary, at his or her discretion, may authorize expense reimbursement for a project listed in subparagraphs (T) to (X), inclusive, of subdivision (4) of subsection (a) of this section prior to such project's inclusion on the local capital improvement plan adopted by a municipality. The secretary may require certification from the municipality that such municipality is taking steps to amend its local capital improvement plan to include such project.

(f) The secretary shall approve or disapprove each completed application for a local capital improvement project grant authorization not later than forty-five days after receipt of such application on a form prescribed by the secretary. Such application shall include a certification by the municipality that: (1) The project for which grant assistance is requested is a local capital improvement project; (2) the project is consistent with the local capital improvement plan adopted by the municipality; and (3) the grant proceeds shall not be used to satisfy a local matching requirement for any state assistance program other than the local bridge program established under sections 13a-175p to 13a-175u, inclusive. The municipality shall provide any other certification required by the secretary. The secretary shall authorize such grant if, in the secretary's opinion, the project meets the requirements set forth in this section and any other requirement imposed by the secretary and payment of such grant would not cause the local capital improvement account of the municipality, established under subsection (b) of this section, to be overdrawn. If a municipality fails to request payment within seven years of such authorization for a project, the secretary shall make no payment for such project unless the municipality requests and receives a waiver for such project on such terms and conditions as the secretary deems appropriate. On or before five years after the date of any such authorization and on or before six years after the date of any such authorization, the secretary shall notify, in writing, any municipality for which any such authorization has been made which notice shall indicate the time which has elapsed since such authorization and the date after which the secretary may not make payments for an authorized project.

2016 LoCIP GUIDELINES

(g) Each municipality may apply to the secretary for expense reimbursement at the time it submits a local capital improvement project authorization request or any time after such authorization request has been approved by the secretary. The application for expense reimbursement shall be submitted on a form prescribed by the secretary and shall contain identification of the expenses for which reimbursement is sought and certification from the municipality that: (1) Expenditures for the project conform to the provisions of subdivision (4) of subsection (a) of this section and the municipality is entitled to the reimbursement requested in the application; and (2) the municipality agrees to maintain detailed accounting records of the project reflecting the expenditures for which reimbursement has been requested and to make such records available to its independent auditor and the state. The municipality shall provide any other certification required by the secretary. Not later than five business days after such certification, the Comptroller shall draw his or her order on the Treasurer, who shall pay the grant to the municipality.

(h) Each municipality receiving a local capital improvement project grant under this section shall retain detailed accounting records of all expenses incurred relative to the local capital improvement project for which a grant is received for a period of not less than three years following the completion of such project. If the secretary determines that such records are not maintained or a review of such records indicates that such grant, or any portion thereof, was used for a purpose other than its intended purpose, the secretary shall provide written notification to the chief executive officer of the municipality of such finding. Upon issuing a finding under this section, the secretary may require the municipality to promptly pay to the state an amount equal to the amount of the grant or he may cause the amount of any future grant made under this section to be reduced by such amount.

(i) On and after January 1, 2001, no municipality shall receive any financial assistance under this section for improvements to information technology systems to manage the century date change effect.

(j) No municipality shall be eligible to receive financial assistance under this section for reimbursement of the cost of preparing a municipal plan of conservation and development, pursuant to section 8-23, more than once in any ten-year calendar period.

(P.A. 87-584, S. 12, 18; P.A. 88-343, S. 18-20, 32; P.A. 89-370, S. 4, 15; June Sp. Sess. P.A. 91-3, S. 159, 168; June Sp. Sess. P.A. 91-13, S. 18, 21; May Sp. Sess. P.A. 92-7, S. 6, 36; P.A. 93-381, S. 9, 39; June Sp. Sess. P.A. 93-1, S. 7, 45; P.A. 94-53; P.A. 95-257, S. 12, 21, 58; 95-272, S. 3, 4, 29; 95-307, S. 1, 14; P.A. 97-244, S. 1, 13; June S Sp. Sess. P.A. 97-1, S. 7, 20; P.A. 99-66, S. 2, 3, 5; 99-241, S. 4, 66; P.A. 00-167, S. 58, 59, 69; P.A. 01-197, S. 2-4; P.A. 02-89, S. 10; May 9 Sp. Sess. P.A. 02-S, S. 3; P.A. 04-144, S. 3; P.A. 07-177, S. 1; 07-213, S. 10; 07-254, S. 2; Dec. Sp. Sess. P.A. 12-1, S. 47; P.A. 13-184, S. 93, 94.)

History: P.A. 88-343 amended Subsec. (b) to make the program annual and to increase the bond authorization from \$20,000,000 to \$30,000,000, amended Subsec. (d) to provide that the notice of allocation shall be in accordance with Sec. 4-71a and amended Subsec. (e) to change the application date from February 1, 1988, to March first of each year; P.A. 89-370 amended Subsec. (f) to change project authorization date in Subdiv. (2) from July 1, 1987, to May 1, 1987; June Sp. Sess. P.A. 91-3 amended the local capital improvement program and created a new local transportation infrastructure program; June Sp. Sess. P.A. 91-13 deleted all changes made by June Sp. Sess. P.A. 91-3 and restored language existing as of January 1, 1991; May Sp. Sess. P.A. 92-7 amended Subsec. (a)(4) to clarify that all projects must be capital expenditures and to remove local pavement management programs to analyze the condition of town roads from the definition, amended Subsec. (b) to remove the provision adding interest to municipal accounts and amended Subsecs. (g) and (h) to insert provisions relating to the timing of payments; P.A. 93-381 replaced department of health services with department of public health and addiction services, effective July 1, 1993; June Sp. Sess. P.A. 93-1 redefined "local capital improvement project" to include improvements to emergency communication systems, effective July 1, 1993; P.A. 94-53 amended Subsec. (a) to redefine "local capital improvement project" to include sidewalk and pavement improvements; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995; P.A. 95-272 redefined "local capital improvement project" in Subsec. (a) to include public housing projects and amended Subsec. (b) to delete allocation amount of \$30,000,000 and replace it with the amount authorized by the General Assembly, effective July 1, 1995; P.A. 95-307 amended Subsec. (f) by extending the time for a decision on an application from 30 to 45 days, effective July 6, 1995; P.A. 97-244 amended Subsec. (d) to add date for notification of amount of the allocation, amended Subsec. (e) to refer to projects rather than grants, amended Subsec. (f) to require application re prescribed forms and certification by the municipality and to establish criteria for approval, amended Subsec. (g) to add provisions re expense reimbursement and amended Subsec. (h) to add provision re retention of detailed accounting records of expenses, effective July 1, 1997; June S Sp. Sess. P.A. 97-1 added Subsec. (a)(4)(L) re renovations to or construction of veterans' memorial monuments, effective July 31, 1997 (Revisor's note: The reference in Subpara. (L) to "veterans memorial monuments" was changed editorially by the Revisors

2016 LoCIP GUIDELINES

to "veterans' memorial monuments" for grammatical accuracy); P.A. 99-66 added Subsec. (a)(4)(M) re Improvements to Information technology systems in definition of "local capital improvement project" and added new Subsec. (I) re termination of assistance to municipalities as of January 1, 2001, effective May 27, 1999; P.A. 99-241 amended Subsec. (f) to add provision that the secretary make no payment if a municipality fails to request payment within five years of authorization, effective July 1, 1999; P.A. 00-167 amended Subsec. (a)(4) to include flood control projects, thermal imaging systems and bulky waste and landfill projects as "local capital improvement projects" and amended Subsec. (f) to extend the time within which municipalities must request payment for authorized projects from five years to seven years and provide for notice to municipalities of the deadline, effective July 1, 2000; P.A. 01-197 added Subsec. (a)(4)(P) to include preparation and revision of municipal plans of conservation and development and added new Subsec. (j) re eligibility for reimbursement for cost of preparing a municipal plan of conservation and development, effective July 1, 2001, and applicable to municipal plans of conservation and development prepared after that date; P.A. 02-89 amended Subsec. (a)(4) to delete as obsolete former Subpara. (M) re "improvements to Information technology systems to manage the century date change effect, as defined in section 4d-16," and redesignate former Subparas. (N), (O) and (P) as Subparas. (M), (N) and (O); May 9 Sp. Sess. P.A. 02-S amended Subsec. (a)(4) to include acquisition of automatic external defibrillators in the definition of "local capital improvement project" as new Subpara. (P), effective July 1, 2002; P.A. 04-144 added Subsec. (a)(4)(Q) re floodplain management and hazard mitigation activities and defining "floodplain management" and "hazard mitigation"; P.A. 07-177 amended Subsec. (a)(4) to add Subpara. (R) to include on-board oil refining systems in the definition of "local capital improvement project", effective July 1, 2007; P.A. 07-213 amended Subsec. (g) to change "fifteen days" to "five business days" and make technical changes, effective July 10, 2007; P.A. 07-254 amended Subsec. (a)(4) to redefine "local capital improvement project" by including activities related to the planning of a municipal broadband network in new Subpara. (R) (Revisor's note: New Subpara. (R) was repositioned editorially by the Revisors to immediately follow existing Subparas. (A) to (Q), inclusive, and new Subpara. (R) added by P.A. 07-177 to maintain continuity of itemized project purposes and was redesignated as Subpara. (S)); Dec. Sp. Sess. P.A. 12-1 amended Subsec. (a)(4) to redefine "local capital improvement project" by adding "and building security systems, including for schools" in Subpara. (J), effective December 21, 2012; P.A. 13-184 amended Subsec. (a)(4) to redefine "local capital improvement project" by making a technical change and adding Subpara. (T) re bikeways and greenways, Subpara. (U) re land acquisition, Subpara. (V) re technology acquisition, Subpara. (W) re technology upgrades and Subpara. (X) re certain capital expenditures, effective June 18, 2013, and amended Subsec. (e) by designating existing provision as Subdiv. (1) and adding Subdivs. (2) and (3) re eligibility of certain projects for reimbursement, effective July 1, 2013.

2016 LoCIP GUIDELINES

Sec. 7-538. Bond issue for local capital improvement projects. (a) For the purposes described in subsection (b) of this section, the State Bond Commission shall have the power, from time to time, to authorize the issuance of bonds of the state in one or more series and in principal amounts not exceeding in the aggregate seven hundred sixty-five million dollars, provided thirty million dollars of said authorization shall be effective July 1, 2014.

(b) The proceeds of the sale of said bonds, to the extent of the amount stated in subsection (a) of this section, shall be used by the Office of Policy and Management for the purposes of sections 7-535 to 7-538, inclusive (c) All provisions of section 3-20, or the exercise of any right or power granted thereby which are not inconsistent with the provisions of sections 7-535 to 7-538, inclusive, are hereby adopted and shall apply to all bonds authorized by the State Bond Commission pursuant to said sections and temporary notes in anticipation of the money to be derived from the sale of any such bonds so authorized may be issued in accordance with said section 3-20 and from time to time renewed. Such bonds shall mature at such time or times not exceeding twenty years from their respective dates as may be provided in or pursuant to the resolution or resolutions of the State Bond Commission authorizing such bonds. None of said bonds shall be authorized except upon a finding by the State Bond Commission that there has been filed with it a request for such authorization, which is signed by or on behalf of the Secretary of the Office of Policy and Management and states such terms and conditions as said commission, in its discretion, may require. Said bonds issued pursuant to sections 7-535 to 7-538, inclusive, shall be general obligations of the state and the full faith and credit of the state of Connecticut are pledged for the payment of the principal of and interest on said bonds as the same become due, and accordingly and as part of the contract of the state with the holders of said bonds, appropriation of all amounts necessary for punctual payment of such principal and interest is hereby made, and the Treasurer shall pay such principal and interest as the same become due.

(P.A. 87-584, S. 14, 18; P.A. 88-343, S. 21, 32; P.A. 89-331, S. 6, 30; P.A. 90-297, S. 3, 24; June Sp. Sess. P.A. 91-4, S. 9, 25; May Sp. Sess. P.A. 92-7, S. 8, 36; June Sp. Sess. P.A. 93-1, S. 8, 45; P.A. 95-272, S. 5, 29; June S Sp. Sess. P.A. 97-1, S. 8, 20; P.A. 99-241, S. 5, 66; June Sp. Sess. P.A. 01-7, S. 3, 28; May 9 Sp. Sess. P.A. 02-S, S. 4; May Sp. Sess. P.A. 04-1, S. 4; June Sp. Sess. P.A. 05-S, S. 4; June Sp. Sess. P.A. 07-7, S. 43; Sept. Sp. Sess. P.A. 09-2, S. 2; P.A. 11-57, S. 64; P.A. 13-239, S. 54.)

History: P.A. 88-343 Increased bond authorization from \$20,000,000 to \$50,000,000; P.A. 89-331 Increased the bond authorization to \$80,000,000; P.A. 90-297 Increased the bond authorization to \$110,000,000; June Sp. Sess. P.A. 91-4 Increased the bond authorization to \$140,000,000; May Sp. Sess. P.A. 92-7 amended Subsec. (a) to increase the bond authorization to \$170,000,000; June Sp. Sess. P.A. 93-1, effective July 1, 1993, amended Subsec. (a) to increase bond authorization from \$230,000,000, effective July 1, 1993, provided \$30,000,000 of said authorization shall be effective July 1, 1994; P.A. 95-272 amended Subsec. (a) to increase authorization to \$290,000,000, effective July 1, 1995, provided \$30,000,000 shall be effective July 1, 1996; June S Sp. Sess. P.A. 97-1 amended Subsec. (a) to increase bond authorization to \$350,000,000, provided \$30,000,000 is effective July 1, 1998, effective July 31, 1997; P.A. 99-241 amended Subsec. (a) to increase authorization from to \$410,000,000, effective July 1, 1999, provided \$30,000,000 is effective July 1, 2000; June Sp. Sess. P.A. 01-7 amended Subsec. (a) to increase authorization to \$470,000,000, provided \$30,000,000 is effective July 1, 2002, effective July 1, 2001; May 9 Sp. Sess. P.A. 02-S amended Subsec. (a) to provide that \$65,000,000 of the authorization shall be effective July 1, 2003, effective July 1, 2002; May Sp. Sess. P.A. 04-1 amended Subsec. (a) to decrease aggregate authorization to \$465,000,000 and to delete provision re funds authorized in 2003, effective July 1, 2004; June Sp. Sess. P.A. 05-S amended Subsec. (a) to increase the aggregate authorization from \$465,000,000 to \$525,000,000, of which \$30,000,000 is effective July 1, 2006, effective July 1, 2005; June Sp. Sess. P.A. 07-7 amended Subsec. (a) by increasing aggregate authorization from \$525,000,000 to \$585,000,000, of which \$30,000,000 is effective July 1, 2008, effective November 2, 2007; Sept. Sp. Sess. P.A. 09-2 amended Subsec. (a) to increase aggregate authorization from \$585,000,000 to \$645,000,000, of which \$30,000,000 is effective July 1, 2010, effective September 25, 2009; P.A. 11-57 amended Subsec. (a) to increase aggregate authorization from \$645,000,000 to \$705,000,000, of which \$30,000,000 is effective July 1, 2012, effective July 1, 2011; P.A. 13-239 amended Subsec. (a) to increase aggregate authorization from \$705,000,000 to \$765,000,000, of which \$30,000,000 is effective July 1, 2014, instead of July 1, 2012, effective July 1, 2013.

**Local Capital Improvement Program (LOCIP)
Certified Municipal Entitlements
ENTITLEMENTS FOR 2016**

MUNICIPALITY	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Available 3/1/18
Andover	\$28,444	\$27,913	\$28,270	\$28,129	\$28,465	\$28,735	\$28,486	\$27,906	\$28,185	\$28,323	\$146,106.32
Ansonia	\$183,724	\$177,179	\$176,373	\$167,621	\$174,849	\$179,367	\$178,830	\$178,918	\$178,587	\$183,253	\$518,821.84
Ashford	\$54,548	\$54,225	\$52,892	\$51,790	\$52,989	\$51,315	\$52,201	\$51,057	\$49,252	\$50,017	\$50,017.00
Avon	\$102,083	\$103,691	\$104,219	\$105,218	\$105,627	\$106,650	\$108,969	\$109,484	\$108,884	\$108,947	\$108,947.00
Barthamsted	\$38,180	\$36,835	\$36,472	\$35,849	\$36,227	\$36,903	\$36,984	\$36,655	\$35,653	\$35,882	\$35,892.00
Beecon Falls	\$38,279	\$36,665	\$37,937	\$37,538	\$38,309	\$38,903	\$38,500	\$38,044	\$37,461	\$37,796	\$99,745.45
Berlin	\$127,412	\$129,881	\$132,310	\$126,158	\$133,059	\$127,659	\$124,390	\$125,634	\$125,683	\$126,789	\$409,839.25
Bethany	\$47,661	\$48,577	\$48,581	\$47,882	\$48,193	\$48,050	\$47,474	\$47,173	\$46,761	\$47,062	\$236,831.00
Bethel	\$120,169	\$118,327	\$118,520	\$114,418	\$117,493	\$115,982	\$115,858	\$119,373	\$118,708	\$119,172	\$285,317.11
Bethlehem	\$34,378	\$34,695	\$34,229	\$34,463	\$34,019	\$34,259	\$34,295	\$34,040	\$34,326	\$33,093	\$33,379.00
Bloomfield	\$131,196	\$137,928	\$138,852	\$130,091	\$131,427	\$127,115	\$125,039	\$125,404	\$126,327	\$124,840	\$124,840.00
Bolton	\$40,252	\$40,959	\$40,890	\$40,043	\$40,706	\$39,568	\$38,439	\$38,093	\$37,644	\$37,821	\$412,643.00
Bozrah	\$26,480	\$26,263	\$26,571	\$26,144	\$26,366	\$26,909	\$26,324	\$26,180	\$26,645	\$27,237	\$27,237.00
Branford	\$187,858	\$170,313	\$188,484	\$184,305	\$164,947	\$157,841	\$157,017	\$157,879	\$154,428	\$155,501	\$581,220.37
Bridgeport	\$2,229,742	\$2,123,842	\$2,090,303	\$2,004,673	\$2,069,582	\$2,215,017	\$2,258,098	\$2,271,379	\$2,413,992	\$2,374,132	\$4,859,503.88
Bridgewater	\$24,403	\$24,508	\$24,503	\$24,363	\$24,321	\$23,834	\$23,812	\$23,733	\$23,855	\$23,806	\$54,944.50
Bristol	\$520,268	\$508,904	\$504,113	\$486,019	\$503,379	\$478,988	\$478,962	\$473,117	\$471,380	\$475,834	\$542,627.34
Brookfield	\$102,353	\$104,397	\$104,469	\$105,434	\$106,328	\$103,969	\$104,694	\$103,819	\$103,800	\$104,868	\$104,868.00
Brooklyn	\$70,858	\$74,723	\$74,219	\$69,581	\$70,862	\$72,513	\$74,309	\$73,843	\$72,385	\$71,214	\$463,828.12
Burlington	\$72,387	\$73,695	\$74,013	\$73,041	\$73,833	\$73,551	\$73,757	\$74,146	\$74,005	\$74,435	\$94,854.48
Canaan	\$19,274	\$18,864	\$18,879	\$18,827	\$18,863	\$18,944	\$18,925	\$19,505	\$19,394	\$18,783	\$18,783.00
Canterbury	\$57,203	\$58,741	\$50,216	\$55,618	\$58,297	\$57,223	\$56,196	\$54,976	\$55,431	\$55,130	\$55,130.00
Canton	\$66,775	\$69,054	\$69,315	\$68,241	\$69,052	\$69,430	\$68,272	\$68,641	\$68,569	\$68,185	\$290,869.66
Chaplin	\$30,581	\$31,121	\$31,003	\$29,965	\$31,049	\$29,216	\$29,258	\$27,498	\$27,157	\$27,254	\$27,254.00
Cheshire	\$182,415	\$185,740	\$185,945	\$183,234	\$186,568	\$184,598	\$185,343	\$184,416	\$180,905	\$180,400	\$180,400.00
Chester	\$27,495	\$27,731	\$28,012	\$27,525	\$26,935	\$26,781	\$26,888	\$27,884	\$28,578	\$28,680	\$71,861.88
Clinton	\$89,943	\$90,417	\$92,522	\$89,295	\$90,328	\$88,094	\$85,959	\$84,895	\$84,464	\$84,125	\$84,125.00
Colchester	\$117,627	\$119,835	\$119,912	\$118,684	\$119,496	\$120,273	\$118,307	\$118,690	\$116,846	\$117,313	\$117,313.00
Colebrook	\$25,834	\$25,574	\$25,626	\$25,407	\$25,497	\$25,846	\$25,866	\$25,087	\$24,868	\$24,932	\$49,900.00
Columbia	\$39,731	\$40,418	\$40,418	\$40,348	\$40,197	\$40,257	\$41,093	\$40,013	\$39,504	\$39,693	\$78,155.27
Comerall	\$33,268	\$33,343	\$33,327	\$33,194	\$33,293	\$32,989	\$32,753	\$32,673	\$32,618	\$32,569	\$32,569.00
Coventry	\$102,437	\$106,884	\$105,001	\$101,855	\$103,771	\$103,207	\$104,182	\$103,801	\$101,904	\$101,217	\$178,084.43
Cromwell	\$84,682	\$84,114	\$84,630	\$82,653	\$84,591	\$83,796	\$83,658	\$84,232	\$83,041	\$84,537	\$84,537.00
Danbury	\$550,288	\$533,302	\$529,226	\$514,354	\$550,428	\$543,365	\$545,090	\$545,776	\$557,492	\$554,189	\$1,680,533.26
Darien	\$110,746	\$110,781	\$110,574	\$109,072	\$109,367	\$110,230	\$111,022	\$110,587	\$111,194	\$112,832	\$112,832.00
Deep River	\$31,459	\$31,655	\$32,764	\$31,405	\$31,706	\$30,903	\$31,729	\$32,011	\$30,364	\$30,471	\$30,471.00
Derby	\$100,556	\$98,314	\$108,359	\$97,950	\$99,393	\$102,318	\$103,640	\$106,189	\$108,011	\$109,507	\$1,044,373.48
Durham	\$54,820	\$55,569	\$56,514	\$55,451	\$50,478	\$55,109	\$54,876	\$54,147	\$52,321	\$52,432	\$52,432.00
Eastford	\$24,494	\$24,230	\$24,611	\$23,422	\$24,289	\$23,161	\$23,213	\$23,050	\$22,868	\$22,303	\$22,303.00
East Granby	\$34,936	\$35,899	\$35,862	\$35,248	\$36,385	\$35,555	\$34,377	\$34,837	\$34,522	\$35,286	\$139,022.00
East Haddam	\$91,949	\$90,340	\$90,585	\$89,231	\$90,170	\$89,721	\$89,741	\$89,171	\$88,338	\$87,991	\$87,991.00
East Hampton	\$94,428	\$96,374	\$99,570	\$94,898	\$97,371	\$97,392	\$90,977	\$92,551	\$89,318	\$88,368	\$177,247.00
East Hartford	\$411,401	\$427,948	\$425,786	\$430,890	\$413,115	\$433,074	\$445,640	\$454,375	\$448,528	\$446,673	\$447,716.66
East Haven	\$227,259	\$227,296	\$227,409	\$221,743	\$223,056	\$225,354	\$222,984	\$223,273	\$214,564	\$219,803	\$334,424.23
East Lyme	\$119,769	\$120,297	\$121,797	\$122,534	\$123,543	\$121,913	\$122,342	\$119,562	\$118,828	\$120,161	\$182,921.86
Easton	\$66,858	\$66,790	\$66,041	\$65,657	\$66,534	\$66,717	\$66,924	\$66,778	\$66,516	\$66,646	\$470,712.68
East Windsor	\$78,752	\$77,173	\$78,253	\$76,728	\$78,322	\$76,584	\$76,311	\$77,337	\$78,232	\$78,338	\$78,338.00
Ellington	\$101,561	\$102,899	\$108,105	\$99,977	\$105,979	\$107,979	\$106,768	\$107,785	\$105,415	\$106,719	\$106,719.00
Enfield	\$343,442	\$352,286	\$347,068	\$339,608	\$340,314	\$337,821	\$333,435	\$315,688	\$320,305	\$321,907	\$402,483.00
Essex	\$41,938	\$41,636	\$41,903	\$41,537	\$41,754	\$40,813	\$40,711	\$40,351	\$40,943	\$40,105	\$40,105.00
Fairfield	\$365,550	\$367,511	\$369,303	\$363,779	\$366,931	\$368,430	\$370,858	\$373,921	\$370,404	\$373,054	\$373,054.00
Farmington	\$139,692	\$140,503	\$141,138	\$137,955	\$140,580	\$138,104	\$137,996	\$138,512	\$136,925	\$137,501	\$274,710.67

**Local Capital Improvement Program (LOCIP)
Certified Municipal Entitlements
ENTITLEMENTS FOR 2016**

MUNICIPALITY	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Available 3/1/16
Franklin	\$17,547	\$17,579	\$17,805	\$16,797	\$17,645	\$17,349	\$17,410	\$17,905	\$17,711	\$17,774	\$17,774.00
Glastonbury	\$202,663	\$201,771	\$203,822	\$199,534	\$203,106	\$203,717	\$205,378	\$205,872	\$203,659	\$204,413	\$204,413.00
Goshen	\$43,314	\$43,678	\$43,915	\$43,727	\$43,897	\$43,047	\$43,020	\$42,882	\$42,696	\$42,651	\$42,651.00
Granby	\$84,568	\$85,444	\$86,038	\$83,716	\$84,542	\$83,585	\$83,286	\$82,007	\$79,327	\$80,190	\$233,056.81
Greenwich	\$327,609	\$328,055	\$327,835	\$326,891	\$327,880	\$317,252	\$318,876	\$319,596	\$319,795	\$319,966	\$319,966.00
Griswold	\$92,541	\$92,568	\$92,286	\$91,936	\$91,419	\$94,740	\$91,685	\$92,301	\$91,869	\$94,617	\$94,817.00
Groton	\$229,217	\$223,678	\$239,079	\$236,447	\$224,744	\$222,876	\$220,728	\$215,033	\$211,921	\$214,072	\$406,314.55
Guilford	\$140,853	\$140,475	\$141,388	\$139,661	\$140,687	\$140,266	\$139,313	\$138,016	\$137,809	\$137,903	\$216,860.01
Haddam	\$71,531	\$72,080	\$72,945	\$71,280	\$73,487	\$75,155	\$75,033	\$74,528	\$73,867	\$73,641	\$150,366.00
Hamden	\$414,422	\$414,541	\$433,175	\$405,839	\$417,201	\$426,325	\$419,218	\$423,130	\$431,930	\$433,974	\$2,047,705.41
Hampton	\$30,579	\$31,180	\$30,896	\$31,025	\$31,302	\$29,612	\$29,701	\$28,877	\$28,035	\$28,694	\$28,694.00
Hartford	\$1,924,483	\$1,929,863	\$1,941,528	\$2,282,942	\$1,991,022	\$1,964,401	\$1,947,341	\$1,895,234	\$1,978,067	\$1,934,557	\$3,234,818.52
Hartland	\$19,980	\$20,217	\$20,486	\$19,394	\$20,273	\$19,932	\$19,356	\$19,889	\$19,057	\$19,109	\$38,186.00
Harwinton	\$50,745	\$51,640	\$51,401	\$50,695	\$51,927	\$51,287	\$52,039	\$51,001	\$49,911	\$50,006	\$108,251.50
Hebron	\$70,645	\$71,622	\$72,085	\$70,873	\$71,794	\$72,444	\$72,164	\$72,028	\$69,933	\$70,831	\$70,831.00
Kent	\$42,089	\$41,796	\$41,821	\$41,580	\$41,895	\$41,823	\$41,588	\$41,472	\$41,921	\$41,879	\$125,272.00
Killingly	\$156,719	\$149,018	\$150,048	\$145,514	\$145,242	\$147,994	\$148,046	\$145,001	\$143,681	\$141,039	\$595,535.95
Killingworth	\$54,481	\$55,057	\$55,662	\$54,949	\$50,211	\$55,303	\$54,812	\$54,412	\$53,343	\$53,448	\$380,783.80
Lebanon	\$75,144	\$74,983	\$75,090	\$73,555	\$73,675	\$72,778	\$72,384	\$71,772	\$72,023	\$71,696	\$71,696.00
Lebanon	\$118,886	\$117,418	\$123,004	\$115,828	\$118,532	\$116,894	\$113,034	\$111,782	\$111,385	\$112,383	\$112,383.00
Lisbon	\$31,471	\$31,172	\$30,467	\$30,957	\$36,847	\$30,838	\$30,370	\$29,421	\$28,353	\$28,884	\$98,324.00
Litchfield	\$85,461	\$86,478	\$86,361	\$84,725	\$85,355	\$84,467	\$83,074	\$82,508	\$81,931	\$81,971	\$246,410.00
Lyme	\$25,530	\$25,600	\$25,811	\$25,492	\$25,551	\$25,928	\$25,906	\$25,854	\$25,763	\$25,766	\$25,766.00
Madison	\$113,883	\$115,381	\$115,863	\$114,566	\$115,128	\$112,229	\$112,377	\$110,572	\$110,451	\$109,978	\$109,978.00
Manchester	\$409,517	\$421,402	\$421,575	\$448,022	\$432,789	\$427,213	\$427,690	\$424,979	\$422,712	\$428,332	\$1,237,253.95
Mansfield	\$177,378	\$189,215	\$182,348	\$174,491	\$183,979	\$163,703	\$189,462	\$192,489	\$184,935	\$195,109	\$195,109.00
Marlborough	\$50,894	\$51,603	\$52,328	\$50,569	\$51,653	\$50,812	\$51,133	\$51,514	\$50,347	\$51,348	\$61,348.00
Meriden	\$522,742	\$533,407	\$524,184	\$517,834	\$517,269	\$519,121	\$508,578	\$507,399	\$509,499	\$525,697	\$525,697.00
Middlebury	\$53,851	\$54,393	\$55,133	\$55,314	\$55,761	\$55,941	\$55,321	\$55,001	\$55,344	\$55,554	\$55,554.00
Middlefield	\$32,799	\$33,101	\$32,843	\$32,821	\$33,197	\$33,481	\$32,373	\$32,693	\$31,888	\$31,880	\$58,945.45
Middletown	\$337,637	\$332,780	\$333,584	\$322,483	\$342,126	\$317,435	\$322,827	\$319,254	\$313,567	\$317,269	\$792,124.06
Milford	\$379,563	\$386,977	\$392,453	\$381,494	\$410,905	\$384,191	\$378,282	\$370,676	\$361,019	\$351,815	\$480,903.58
Monroe	\$136,399	\$137,403	\$137,293	\$134,550	\$138,956	\$135,451	\$135,812	\$136,429	\$134,631	\$134,510	\$777,783.00
Montville	\$147,390	\$151,117	\$149,661	\$148,832	\$150,976	\$148,496	\$148,401	\$144,672	\$145,652	\$147,104	\$363,539.58
Morris	\$22,443	\$22,320	\$22,415	\$21,436	\$22,190	\$21,985	\$21,347	\$21,876	\$21,705	\$21,686	\$107,363.74
Naugatuck	\$263,828	\$254,186	\$257,808	\$245,480	\$259,583	\$254,126	\$257,161	\$252,368	\$248,445	\$256,881	\$469,483.53
New Britain	\$964,724	\$937,010	\$924,591	\$880,681	\$927,550	\$931,158	\$959,272	\$974,008	\$991,377	\$1,003,987	\$1,077,858.81
New Canaan	\$117,176	\$116,987	\$117,187	\$116,955	\$117,119	\$114,350	\$114,922	\$115,798	\$115,715	\$118,074	\$208,729.03
New Fairfield	\$79,880	\$81,370	\$80,021	\$78,778	\$80,164	\$78,386	\$80,462	\$80,813	\$80,517	\$80,317	\$80,317.00
New Hartford	\$64,049	\$64,492	\$64,390	\$62,652	\$64,320	\$64,369	\$63,496	\$63,021	\$63,013	\$63,091	\$63,091.00
New Haven	\$1,714,333	\$1,692,992	\$1,678,218	\$1,901,108	\$1,803,526	\$1,754,365	\$1,724,309	\$1,790,889	\$1,648,668	\$1,603,034	\$5,532,562.94
Newington	\$208,733	\$210,268	\$220,248	\$209,637	\$214,002	\$212,832	\$213,927	\$212,179	\$209,032	\$209,841	\$303,697.99
New London	\$281,508	\$281,979	\$273,444	\$275,065	\$283,373	\$292,042	\$295,689	\$313,951	\$308,565	\$313,284	\$889,963.29
New Milford	\$199,289	\$200,897	\$207,890	\$198,095	\$200,988	\$199,186	\$197,428	\$196,090	\$192,049	\$192,841	\$192,842.00
Newtown	\$201,046	\$201,689	\$204,146	\$201,170	\$191,605	\$204,621	\$205,697	\$208,139	\$207,662	\$207,668	\$207,668.00
Norfolk	\$33,453	\$33,890	\$33,708	\$33,555	\$32,349	\$32,201	\$32,138	\$32,030	\$31,899	\$31,884	\$192,185.05
North Branford	\$92,241	\$92,856	\$96,898	\$91,977	\$93,280	\$91,938	\$91,859	\$90,105	\$88,887	\$88,768	\$124,863.50
North Canaan	\$32,023	\$31,431	\$31,217	\$30,437	\$36,843	\$38,061	\$29,508	\$29,814	\$29,971	\$29,454	\$89,239.00
North Haven	\$155,769	\$157,084	\$168,830	\$159,088	\$157,592	\$156,038	\$155,899	\$155,081	\$154,749	\$154,546	\$367,415.86
North Stonington	\$49,334	\$49,739	\$50,322	\$48,861	\$49,283	\$49,841	\$48,664	\$48,378	\$47,925	\$48,062	\$95,467.77
Norwalk	\$628,840	\$646,549	\$632,914	\$616,531	\$623,199	\$625,905	\$628,837	\$632,242	\$631,512	\$638,740	\$638,740.00
Norwich	\$301,185	\$300,331	\$299,690	\$288,131	\$294,786	\$316,793	\$314,011	\$329,508	\$320,837	\$322,978	\$322,978.00

**Local Capital Improvement Program (LOCIP)
Certified Municipal Entitlements
ENTITLEMENTS FOR 2016**

MUNICIPALITY	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	Available 3/1/16
Old Lyme	\$49,547	\$49,697	\$49,143	\$48,721	\$48,927	\$49,376	\$49,388	\$49,181	\$49,195	\$49,358	\$49,358.00
Old Saybrook	\$70,768	\$70,943	\$71,313	\$69,634	\$65,257	\$67,807	\$67,295	\$67,503	\$67,011	\$67,014	\$67,014.00
Orange	\$100,298	\$100,505	\$101,239	\$103,263	\$102,483	\$101,640	\$101,797	\$101,148	\$100,913	\$98,746	\$98,700.53
Oxford	\$92,788	\$95,489	\$99,715	\$98,148	\$100,725	\$98,972	\$97,149	\$96,161	\$95,377	\$95,165	\$386,704.00
Plainfield	\$143,296	\$134,803	\$131,999	\$125,373	\$133,668	\$132,668	\$128,045	\$127,716	\$129,537	\$125,953	\$268,773.36
Plainville	\$125,889	\$129,836	\$129,019	\$127,881	\$126,670	\$125,324	\$124,197	\$128,839	\$124,459	\$124,497	\$124,497.00
Plymouth	\$99,800	\$102,467	\$102,256	\$99,137	\$99,754	\$99,119	\$98,459	\$96,857	\$94,231	\$96,814	\$96,814.00
Pomfret	\$48,216	\$49,536	\$48,713	\$47,807	\$48,947	\$48,232	\$48,372	\$47,325	\$46,820	\$46,950	\$46,950.00
Portland	\$67,550	\$68,578	\$69,613	\$67,703	\$68,957	\$66,983	\$66,121	\$65,305	\$63,149	\$63,429	\$150,446.82
Preston	\$48,546	\$47,301	\$46,669	\$45,890	\$48,932	\$45,477	\$45,029	\$44,833	\$44,286	\$44,551	\$56,818.07
Prospect	\$65,438	\$65,655	\$69,501	\$65,740	\$67,240	\$67,150	\$65,709	\$64,423	\$66,103	\$64,798	\$66,478.00
Putnam	\$77,433	\$79,989	\$78,322	\$76,921	\$77,968	\$79,437	\$79,453	\$78,759	\$84,782	\$82,002	\$430,886.00
Redding	\$69,139	\$69,016	\$69,108	\$68,836	\$68,328	\$68,964	\$69,181	\$69,029	\$69,382	\$69,407	\$455,372.00
Ridgefield	\$155,111	\$154,205	\$153,718	\$152,735	\$154,290	\$153,002	\$153,782	\$153,701	\$153,327	\$153,548	\$296,492.64
Rocky Hill	\$110,599	\$114,253	\$114,587	\$112,064	\$112,473	\$113,338	\$113,118	\$115,106	\$113,558	\$113,500	\$228,473.80
Roxbury	\$38,432	\$36,535	\$36,490	\$36,336	\$36,470	\$38,148	\$38,088	\$38,013	\$35,918	\$35,839	\$122,164.94
Salem	\$33,992	\$34,306	\$34,105	\$34,134	\$35,221	\$34,519	\$34,079	\$33,947	\$33,666	\$34,396	\$34,695.00
Salisbury	\$45,602	\$45,223	\$45,172	\$44,891	\$44,987	\$44,190	\$44,156	\$44,020	\$43,871	\$43,808	\$263,991.85
Scotland	\$22,066	\$21,961	\$22,313	\$21,127	\$22,035	\$21,617	\$21,036	\$21,492	\$21,188	\$21,296	\$21,296.00
Seymour	\$115,848	\$116,785	\$122,983	\$115,917	\$117,907	\$118,207	\$114,987	\$115,793	\$115,583	\$118,598	\$146,478.57
Sharon	\$50,373	\$50,577	\$50,551	\$49,633	\$49,718	\$48,996	\$49,738	\$49,602	\$49,456	\$48,779	\$82,774.34
Shelton	\$264,515	\$270,951	\$270,415	\$271,573	\$273,609	\$265,176	\$265,882	\$265,841	\$207,034	\$268,166	\$518,819.88
Sherman	\$28,185	\$28,115	\$28,211	\$27,953	\$28,134	\$26,660	\$26,783	\$26,721	\$26,607	\$26,023	\$51,380.00
Simsbury	\$162,038	\$160,957	\$161,445	\$158,925	\$161,441	\$157,471	\$156,004	\$155,184	\$154,713	\$157,604	\$467,401.00
Somers	\$89,236	\$94,065	\$91,992	\$88,400	\$91,975	\$92,123	\$91,097	\$88,743	\$87,482	\$68,875	\$266,759.00
Southbury	\$129,980	\$131,342	\$130,749	\$130,398	\$130,696	\$131,817	\$131,475	\$131,719	\$132,008	\$130,193	\$893,344.91
Southington	\$283,902	\$280,954	\$296,540	\$283,703	\$289,838	\$285,572	\$270,853	\$280,548	\$280,242	\$283,158	\$421,578.85
South Windsor	\$171,484	\$173,135	\$173,112	\$168,035	\$172,070	\$166,439	\$166,517	\$164,563	\$164,723	\$163,674	\$328,400.66
Sprague	\$26,099	\$27,404	\$26,845	\$28,461	\$27,005	\$26,677	\$24,899	\$25,271	\$24,806	\$26,251	\$28,101.00
Stafford	\$112,489	\$113,887	\$117,507	\$109,866	\$111,986	\$112,724	\$112,240	\$110,004	\$109,168	\$111,207	\$223,447.00
Stamford	\$794,055	\$795,039	\$788,604	\$890,038	\$805,693	\$795,763	\$797,072	\$812,613	\$821,608	\$842,577	\$842,577.00
Sterling	\$42,729	\$40,959	\$41,190	\$40,160	\$40,913	\$42,224	\$42,485	\$40,652	\$40,587	\$41,824	\$292,409.02
Stonington	\$115,077	\$112,385	\$113,009	\$110,074	\$111,540	\$112,307	\$110,944	\$110,337	\$109,956	\$109,735	\$109,735.00
Stratford	\$380,071	\$388,592	\$375,028	\$367,678	\$373,582	\$386,453	\$393,472	\$393,196	\$391,112	\$392,331	\$856,200.33
Suffield	\$89,811	\$94,259	\$94,940	\$91,837	\$94,057	\$94,098	\$90,643	\$92,400	\$91,360	\$92,624	\$367,027.00
Thomaston	\$54,068	\$50,117	\$54,419	\$54,138	\$55,133	\$55,537	\$55,878	\$54,334	\$53,187	\$52,830	\$163,045.00
Thompson	\$91,916	\$94,534	\$91,451	\$88,894	\$91,556	\$92,234	\$91,543	\$92,228	\$89,902	\$86,496	\$88,496.00
Tolland	\$118,313	\$122,485	\$121,619	\$118,997	\$120,461	\$120,293	\$118,273	\$118,428	\$116,715	\$116,116	\$116,116.00
Torington	\$274,136	\$280,455	\$278,433	\$264,543	\$270,349	\$278,288	\$277,770	\$270,258	\$258,790	\$259,082	\$961,984.96
Trumbull	\$242,328	\$244,643	\$246,488	\$241,498	\$243,639	\$246,364	\$247,671	\$248,363	\$246,278	\$245,884	\$1,269,808.96
Union	\$14,814	\$14,427	\$14,462	\$14,357	\$14,408	\$14,456	\$14,456	\$15,057	\$14,950	\$14,971	\$14,971.00
Vernon	\$222,105	\$231,266	\$231,588	\$252,203	\$242,371	\$220,662	\$224,785	\$217,205	\$268,454	\$209,533	\$990,584.70
Voluntown	\$25,845	\$25,764	\$26,249	\$24,913	\$25,244	\$25,304	\$24,765	\$25,203	\$24,841	\$24,337	\$106,211.47
Wallingford	\$299,146	\$302,909	\$314,979	\$296,322	\$299,589	\$294,525	\$291,753	\$290,262	\$288,058	\$207,092	\$575,146.00
Warren	\$21,874	\$22,024	\$22,047	\$21,933	\$21,967	\$21,955	\$21,909	\$21,849	\$21,782	\$21,740	\$111,339.11
Washington	\$53,974	\$54,020	\$53,996	\$53,734	\$53,821	\$53,087	\$52,974	\$52,181	\$52,866	\$51,918	\$317,631.68
Waterbury	\$1,300,249	\$1,268,890	\$1,218,699	\$1,153,976	\$1,209,957	\$1,226,831	\$1,243,340	\$1,228,228	\$1,305,413	\$1,302,143	\$4,366,008.81
Waterford	\$121,984	\$121,675	\$120,870	\$119,796	\$120,090	\$120,188	\$119,083	\$119,089	\$118,570	\$118,101	\$974,754.71
Watertown	\$156,283	\$181,178	\$180,228	\$155,013	\$160,408	\$159,863	\$159,370	\$157,820	\$156,068	\$154,296	\$212,074.78
Westbrook	\$41,350	\$42,758	\$43,194	\$42,646	\$42,292	\$42,935	\$42,280	\$42,582	\$42,814	\$42,381	\$107,120.85
West Hartford	\$438,758	\$442,135	\$443,274	\$463,667	\$459,555	\$461,222	\$458,106	\$459,237	\$436,682	\$432,145	\$432,145.00
West Haven	\$561,797	\$557,315	\$585,531	\$539,815	\$570,853	\$591,849	\$592,499	\$594,781	\$579,478	\$580,769	\$750,374.27

**Local Capital Improvement Program (LOCIP)
Certified Municipal Entitlements
ENTITLEMENTS FOR 2018**

MUNICIPALITY	2007	2008	2009	2010	2011	2012	2013	2014	2015	2018	Available 3/1/18
Weston	\$65,896	\$66,255	\$66,242	\$65,993	\$66,061	\$65,134	\$65,382	\$65,366	\$65,206	\$65,240	\$65,240.00
Westport	\$147,218	\$147,028	\$147,006	\$146,938	\$147,615	\$142,830	\$143,761	\$144,901	\$145,987	\$146,394	\$282,391.00
Wethersfield	\$187,822	\$185,271	\$188,563	\$184,612	\$186,678	\$189,799	\$188,737	\$188,620	\$182,902	\$183,003	\$226,335.16
Willington	\$60,836	\$61,430	\$61,375	\$59,376	\$60,591	\$59,907	\$61,562	\$60,224	\$59,949	\$58,389	\$124,513.43
Wilton	\$113,035	\$112,569	\$111,703	\$111,159	\$111,998	\$111,140	\$111,666	\$112,983	\$112,762	\$112,895	\$112,895.00
Winchester	\$92,118	\$92,680	\$91,966	\$87,457	\$88,890	\$89,318	\$89,217	\$89,720	\$89,011	\$89,048	\$464,571.03
Windham	\$230,598	\$239,359	\$261,928	\$229,269	\$228,613	\$247,091	\$259,908	\$246,882	\$263,899	\$266,853	\$416,687.74
Windsor	\$186,763	\$192,593	\$192,113	\$184,329	\$187,739	\$184,272	\$183,400	\$184,250	\$180,920	\$181,757	\$362,677.00
Windsor Locks	\$80,859	\$83,435	\$84,094	\$82,553	\$82,284	\$80,740	\$80,590	\$79,778	\$79,835	\$77,571	\$77,572.80
Wolcott	\$118,739	\$119,397	\$119,031	\$118,266	\$118,789	\$118,427	\$114,468	\$114,583	\$113,229	\$114,479	\$114,479.00
Woodbridge	\$66,523	\$66,009	\$67,162	\$66,503	\$66,690	\$65,813	\$65,207	\$64,877	\$64,474	\$64,481	\$64,481.00
Woodbury	\$75,006	\$76,190	\$76,613	\$75,850	\$76,913	\$77,067	\$78,324	\$78,343	\$76,210	\$77,611	\$83,751.54
Woodstock	\$86,930	\$87,749	\$89,471	\$87,083	\$88,510	\$87,142	\$85,394	\$84,060	\$83,243	\$83,450	\$83,450.00
Bantam	\$310	\$339	\$317	\$313	\$294	\$281	\$280	\$288	\$280	\$261	\$2,624.00
Danielson	\$3,610	\$3,525	\$3,111	\$3,135	\$3,142	\$2,957	\$2,939	\$3,013	\$2,920	\$2,744	\$36,992.54
Ferwick	\$340	\$477	\$553	\$726	\$722	\$711	\$757	\$791	\$809	\$826	\$3,894.00
Groton-City	\$17,972	\$17,493	\$18,101	\$18,765	\$17,320	\$16,708	\$15,650	\$17,002	\$15,690	\$17,049	\$117,536.00
Groton Long Pt	\$2,884	\$2,863	\$3,259	\$3,262	\$3,040	\$3,291	\$3,095	\$3,164	\$3,219	\$3,206	\$67,645.98
Jewett City	\$1,395	\$1,363	\$1,954	\$2,519	\$2,519	\$2,327	\$2,202	\$2,236	\$2,421	\$2,419	\$4,840.00
Litchfield (Bor)	\$741	\$704	\$658	\$684	\$585	\$562	\$720	\$711	\$700	\$689	\$13,379.00
Newtown (Bor)	\$451	\$433	\$431	\$370	\$359	\$372	\$366	\$367	\$399	\$392	\$11,178.00
Stonington (Bor)	\$1,814	\$1,647	\$1,602	\$1,714	\$1,627	\$1,625	\$1,567	\$1,532	\$1,489	\$1,445	\$11,009.00
Woodmont	\$228	\$221	\$208	\$210	\$256	\$225	\$333	\$284	\$292	\$267	\$1,401.00
	\$30,000,000	\$30,000,000	\$30,000,000	\$30,000,000	\$36,000,000	\$30,000,000	\$30,000,000	\$36,000,000	\$30,000,000	\$30,000,000	

**LOCAL CAPITAL IMPROVEMENT PROGRAM (LoCIP)
2015 AUTHORIZATION/EXPENDITURE (A/E) FORM**

LoCIP-1 Rev. 2/2018

LoCIP PROJECT NUMBER (if known)



**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**
Prescribed by the Secretary pursuant to
CGS §7-536(c)

TOWN/CITY/BOROUGH OF: (the Municipality)		NAME OF PROJECT:									
PROJECT DESCRIPTION:											
Contact Person and Title:	Phone Number:	Fax Number:	E-Mail Address:								
PROJECT TYPE (Please Check): <table style="width:100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> ☐ Water Treatment/Plants ☐ Road ☐ Sidewalk/Pavement ☐ Sewer Plants/Plants ☐ Public Building ☐ Dam/Bridge/Flood Control </td> <td style="width: 25%; vertical-align: top;"> ☐ Solid Waste Facility ☐ Parks ☐ Local CIP ☐ Emergency Communications and Building Security </td> <td style="width: 25%; vertical-align: top;"> ☐ Public Housing ☐ Veterans' Memorials ☐ Thermal Imaging Systems ☐ Bulky Waste/Landfill ☐ Plan of C & D ☐ Auto External Defibrillator </td> <td style="width: 25%; vertical-align: top;"> ☐ Floodplain Mgmt/Hazard Mitigation ☐ On-board Oil Refining System ☐ Municipal Broadband ☐ Bikeways/Greenways ☐ Land Acquisition/Open Space/ Public Use </td> </tr> <tr> <td colspan="4" style="vertical-align: top;"> ☐ Technology: SDE Common ☐ Core State Standards ☐ Technology: Access to Government Information </td> </tr> </table>				☐ Water Treatment/Plants ☐ Road ☐ Sidewalk/Pavement ☐ Sewer Plants/Plants ☐ Public Building ☐ Dam/Bridge/Flood Control	☐ Solid Waste Facility ☐ Parks ☐ Local CIP ☐ Emergency Communications and Building Security	☐ Public Housing ☐ Veterans' Memorials ☐ Thermal Imaging Systems ☐ Bulky Waste/Landfill ☐ Plan of C & D ☐ Auto External Defibrillator	☐ Floodplain Mgmt/Hazard Mitigation ☐ On-board Oil Refining System ☐ Municipal Broadband ☐ Bikeways/Greenways ☐ Land Acquisition/Open Space/ Public Use	☐ Technology: SDE Common ☐ Core State Standards ☐ Technology: Access to Government Information			
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☐ Technology: SDE Common ☐ Core State Standards ☐ Technology: Access to Government Information											

➔ Request is for: (please check) ☐ Project Authorization ☐ Interim Reimbursement ☐ Request # ☐ Final Reimbursement

PROJECT COMPONENTS			
	Project Authorization	Amount of Previous Reimbursements	Amount of Current Request*
ACQUISITION COST(S): Land, building(s), equipment, easement/development rights, etc.	\$		
CONSTRUCTION COST(S): Construction or rehabilitation	\$		
Site improvement, including demolition	\$		
Architectural, engineering, legal expenses, etc.	\$		
Total:	\$		

* Attach expense summary sheet and provide documentation.

OFFICE OF POLICY AND MANAGEMENT PROJECT AUTHORIZATION:	
By: _____	Date: _____ Title: Acting Undersecretary, Intergovernmental Policy Division

The undersigned certifies that:

1. I am the Chief Executive Officer of the Municipality listed above and have the authority to execute this certification on behalf of the Municipality.
2. The above named project (the "Project") is a "local capital improvement project" within the meaning of CGS §7-536(a) (4).
3. The Municipality has authorized the Project for which it seeks (or has received) approval.
4. The Project is consistent with the Municipality's Capital Improvement Plan (CIP).
5. The Municipality is entitled to reimbursement for the Project, pursuant to CGS §7-536(e).
6. The Municipality agrees to (1) maintain detailed accounting records with respect to the Project, reflecting the expenditures set forth above; and (2) make such records available to its auditors and to the state upon request.
7. The Municipality will not use funds received for the Project to satisfy a local matching requirement for a state assistance program(s) other than the Local Bridge Program, pursuant to §13a-175p to 13a-175u, inclusive.
8. The information contained on this form is true, accurate and complete.

By: _____ Title: _____

Signed at: _____ Connecticut, this _____ day of _____ 20 _____

Upon completion, return this form to: Office of Policy and Management, 450 Capitol Ave., MS#54ORG, Hartford, CT 06106-1379, Attn: LoCIP Program.

Do Not Block the Box

(a) No operator of a motor vehicle, other than a tractor-trailer unit, as defined in Conn. Gen. Stat. Sec. 14-1, shall proceed into an intersection that has been designated, posted and marked by the City in accordance with subsection (b) of this section, except when making a turn, unless there is sufficient space on the opposite side of the intersection to accommodate such motor vehicle without obstructing the passage of other vehicles or pedestrians, notwithstanding the indication of a traffic control signal that would permit such operator to proceed into the intersection.

(b) The City shall (1) post signs at each such designated intersection indicating that blocking the intersection is prohibited and violators are subject to a fine, and (2) mark, in white paint, the boundary of such intersection with a line not less than one foot in width and the area within such boundary line with parallel diagonal lines not less than one foot in width.

(c) Any person who violates the provisions of subsection (a) of this section shall have committed an infraction and shall be issued a \$100 fine.

(d) This section shall apply to the following intersections within the City: (1) East Avenue and Exit 16 north-bound off ramp of Interstate 95, (2) US Route 1 and France Street.

City of Norwalk

Harbor Management Commission

Norwalk City Hall
125 East Avenue
Post Office Box 5125
Norwalk, Connecticut 06856-5125

November 28, 2014

RULES AND REGULATIONS¹ FOR MOORING AND ANCHORING VESSELS

PROPOSED AMENDMENTS

Proposed additions to the Rules and Regulations approved by the Norwalk Common Council on June 22, 2004 are shown in bold type;
Proposed deletions are shown as "~~struck through~~."

1. Mooring and Harbor Safety Committee:

(a) A Mooring and Harbor Safety Committee shall be appointed by the Chair of the Norwalk Harbor Management Commission (NHMC) and shall consist of four members of the NHMC, one of whom shall serve as an alternate member of the committee, plus the State of Connecticut Harbor Master for Norwalk Harbor who shall serve on the committee as a non-voting ex-officio member. As authorized by the NHMC, the Mooring and Harbor Safety Committee shall have specific responsibilities for implementing these Rules and Regulations and shall direct and advise the Harbor Master with matters pertaining to the mooring and anchoring of vessels² in Norwalk Harbor³ and shall review all other matters affecting boating and

¹ These rules and regulations are prepared and adopted in accordance with Section 69-22 of the Norwalk Code and Sections 22a-113k through 22a-113l of the Connecticut General Statutes, and in furtherance of the provisions of the Norwalk Harbor Management Plan as adopted by the City of Norwalk and approved by the State of Connecticut. In those instances where there may be conflicts between these rules and regulations and the provisions of the Harbor Management Plan, the rules and regulations shall take precedence.

² For the purpose of these Rules and Regulations, "mooring" is defined as the action to secure a vessel to: a) mooring tackle so designed that when the attachment of such tackle to the vessel is terminated, some portion of the tackle remains below the surface of the water and is not under the control of the vessel; and b) a floating docks (mooring float) no more than 100 square feet in area unattached to land, not associated with any other docking structure, and secured in whole or in part by mooring tackle. "Mooring tackle" is the hardware (e.g., anchor chain, line, buoys, and other equipment) used to secure a vessel or mooring float at a mooring location. Anchoring is defined as the action to secure a vessel temporarily to the bottom of Norwalk Harbor by dropping an anchor or anchors from the vessel so that when the vessel departs from its anchoring location the anchor or anchors depart with the vessel.

³ For the purpose of these Rules and Regulations, Norwalk Harbor is defined as that part of Norwalk Harbor consisting of the Inner and Outer harbors subject to the jurisdiction of the Norwalk Harbor Management Commission as defined in the Harbor Management Plan. Excluded from this definition is the Five Mile River Harbor which is under the jurisdiction of the Five Mile River Commission.

navigation safety in the harbor and safe and efficient operation of the harbor. The Mooring and Harbor Safety Committee's direction and advice to the Harbor Master shall be for the purpose of ensuring that all actions and decisions by the Harbor Master pertaining to these Rules and Regulations are consistent with the Norwalk Harbor Management Plan (the Plan) as required by Sec. 15-1 of the Connecticut General Statutes.⁴

24. Mooring Permits Required

(a) In order to provide for adequate access for recreational and commercial vessels, for the safety of persons and property, and for the optimum use and safe and efficient operation of Norwalk Harbor, the Norwalk Harbor Master must approve all mooring locations in Norwalk Harbor, including locations used for "individual-private" mooring purposes and locations used for "commercial" mooring purposes ~~the location of all moorings—including individual-private moorings and commercial moorings~~ as defined by the U.S. Army Corps of Engineers (USACE) and the Connecticut Department of Energy and Environmental Protection (DEEP)⁵. ~~—within Norwalk Harbor. A mooring permit issued by the Harbor Master shall be required for the use of The Harbor Master shall issue a permit for each approved mooring location or area.~~

(b) It is ~~shall be~~ a violation of the Norwalk Code for any person to moor any vessel⁶ ~~place any individual-private or commercial mooring~~ in Norwalk Harbor without a permit from the Harbor Master approved by the Mooring and Harbor Safety Committee and issued through the online mooring system established by the NHMC.

⁴ Sec. 15-1 of the General Statutes requires that harbor masters and deputy harbor masters shall exercise their powers and duties in a manner consistent with any harbor management plan adopted for the harbor over which they have jurisdiction.

⁵ For the purpose of these Rules and Regulations, an "individual-private" mooring location is a location where the placement of mooring tackle for use by a single vessel is authorized by the January 4, 2008 Office of Long Island Sound Programs "General Permit for Harbor Moorings." As defined in that General Permit, such mooring tackle shall not be rented or used for any commercial purpose; no charge shall be made by the permittee for its use; and placement of the mooring tackle shall not interfere with navigation and shall otherwise be consistent with the Norwalk Harbor Management Plan. A "commercial" mooring location is a location where placement of mooring tackle requires specific authorization by the OLISP and USACE pursuant to the state legislation known as the Structures and Dredging Act and the Department of the Army General Permit for the State of Connecticut. Commercial mooring locations include, but are not limited to, locations where mooring tackle is provided for a fee by any boating facility.

⁶ For the purpose of these Rules and Regulations, "moor any vessel" shall mean to secure a vessel to: a) mooring tackle so designed that when the attachment of such tackle to the vessel is terminated, some portion of the tackle remains below the surface of the water and is not under the control of the vessel or its operator; or b) a floating dock (mooring float) no more than 100 square feet in area unattached to land, not associated with any other docking structure, and secured in whole or in part by mooring tackle.

(c) Placement of mooring tackle⁷ to secure any floating dock unattached to land and greater than 100 square feet to which a vessel may be attached for any period of time is subject to these Rules and Regulations and state and federal regulatory requirements administered by the Connecticut DEEP and USACE, and must be reviewed by the NHMC for consistency with the Norwalk Harbor Management Plan.

(d) Placement of mooring tackle to secure any floating dock attached to land and to which a vessel may be attached for any period of time is subject to state and federal regulatory requirements administered by the Connecticut DEEP and USACE and must be reviewed by the NHMC for consistency with the Norwalk Harbor Management Plan.

(e) Use of any mooring locations for commercial purposes. The location of all commercial moorings requires approval must be approved by the DEEP Department of Environmental Protection and the USACE Corps of Engineers in addition to approval by the Harbor Master. No permit for use of a commercial mooring location shall be issued by the Harbor Master until such time as the NHMC has determined that the proposed commercial mooring location is consistent with the Plan and the DEEP and USACE have issued commercial mooring permits for that location. Permits issued by the Harbor Master for these commercial moorings shall be issued in coordination with commercial mooring permits issued by the Department of Environmental Protection and the U.S. Army Corps of Engineers.

(f) No provision contained in these Rules and Regulations shall limit the power of the Norwalk Harbor Master to station and remove vessels as provided in the Connecticut General Statutes, including Sections 15-8, and 15-9, and Section 22a-113r of the Connecticut General Statutes.

3.2. Mooring Records

(a) The NHMC, acting through the Mooring and Harbor Safety Committee, Harbor Master shall keep a detailed record concerning of each approved mooring location and the vessel permitted to use that location, including: the name, home and business address, email address, and telephone numbers of the owner of the permitted vessel; the name, length, beam, registration number required by the State of Connecticut, and type of the permitted vessel; and any other pertinent information as may be determined by the Mooring and Harbor Safety Committee, including, but not limited to, proof of liability insurance for the permitted vessel. ~~its location, and the owner's name, home address, evening and day time telephone number, date mooring was set, and name, length, registration number or documentation, and type of vessel to be attached thereto.~~ The Harbor Master shall assist the Mooring and Harbor Safety Committee with compilation and maintenance of mooring records. Those records shall be maintained in the online mooring system and include a copy of each mooring permit issued by the Harbor Master.

⁷ For the purpose of these Rules and Regulations, "mooring tackle" is the hardware (e.g., chain, line, anchor, buoys, and other equipment) used to secure a vessel or floating dock at a mooring location.

(b) ~~Mooring records~~ The information shall be maintained in such a manner that information can be obtained easily by the NHMC, Mooring and Harbor Safety Committee, and Harbor Master with regard to any individual mooring location, moored vessel, and ~~or~~ owner of a moored vessel and also with regard to all mooring locations ~~moorings~~ within a particular harbor area. ~~location.~~

(c) The Mooring and Harbor Safety Committee ~~Harbor Master~~ shall maintain in the Norwalk City Hall and in the online mooring system any a waiting list for mooring space in Norwalk Harbor that may be necessary, ~~as necessary~~, and a list of current assignments of mooring locations ~~spaces~~, and both lists shall be updated annually.

(d) All mooring permittees shall be responsible for promptly notifying the Harbor Master of any changes to the information provided on their mooring permit applications. All persons on any mooring waiting list that may be established by the Mooring and Harbor Safety Committee also shall be responsible for notifying the Harbor Master of any changes to the information provided on their waiting list applications. Mooring permittees and persons on any mooring waiting list shall utilize the online mooring system to provide the required notification of changes.

4. Online Mooring System

(a) For the purpose of processing mooring permit applications and managing mooring records in the most efficient and cost-effective manner, the NHMC shall require use of a computerized system for mooring permit application and administration whereby applicants will apply for new and renewed permits online and all required information will be input directly by the applicant to the online system and stored in the system. The NHMC also shall require that applicable mooring fees be submitted directly by the applicant through the online mooring system unless, in response to a request by a particular applicant, the NHMC should determine that such requirement would create an undue hardship for that applicant,

(b) The Mooring and Harbor Safety Committee shall be responsible for operation and maintenance of the online mooring system. The Harbor Master shall assist the Mooring and Harbor Safety Committee with operation and maintenance of the online mooring system as necessary and at the direction of the Committee,

5.3. Allocation of Moorings Locations

(a) In allocating mooring locations, the Harbor Master shall give first priority to those persons applying for the renewal of permits granted in the preceding year, second priority to relocation requests in order of application, and third priority to new applicants in order of application.

(b) In allocating mooring locations, the Harbor Master shall, to the extent possible, accommodate ~~assign priority for mooring allocations to riparian or littoral property owners who apply for mooring locations moorings offshore of their properties property.~~⁸ When necessary to achieve

⁸ For the purpose of these Rules and Regulations, "littoral property" means property contiguous to the navigable waters of Norwalk Harbor and which, pursuant to water-rights law, affords its owner with certain rights including the right of reasonable access to navigable water,

the most equitable use of available mooring locations, the Harbor Master may limit ~~When con-~~ sidering the assignment of mooring locations to riparian or littoral property owners, the Harbor Master may limit the priority granted to owners who have established or are planning to establish docks, piers, or other structures providing boating access to navigable water.

(c) In allocating mooring locations, the Harbor Master shall, to the extent possible, assign priority for mooring locations to licensed commercial fishermen. Up to 10% of the available mooring locations ~~space in mooring areas~~ not designated as "commercial" mooring areas in permits issued by the USACE ~~U.S. Army Corps of Engineers and Connecticut DEEP Department of Environmental Protection~~ may be reserved for the use of licensed commercial fishermen.

(d) In allocating mooring locations, the Harbor Master shall give consideration to size, draft, type, and use of vessels to be moored.

(e) In allocating mooring locations in accordance with these Rules and Regulations, the Harbor Master shall not discriminate on the basis of the applicant's ~~city~~ town of residence or any other factor.

(f) Mooring permits shall be issued by the Harbor Master only to the owner of the vessel to be moored and all moored vessels must be those applicants owning a vessel properly registered to the permittee in accordance with laws of the State of Connecticut and properly insured in accordance with these Rules and Regulations.

(g) Within the limits of size and type of vessels, available mooring locations shall be offered to the most senior (lowest numbered) applicant on any the mooring waiting list that may be established by the Mooring and Harbor Safety Committee, subject to the requirements of these Rules and Regulations. If an available mooring location is not suitable to accommodate the most senior applicant's vessel or specific needs, it shall be offered to the next senior qualified applicant. The most senior applicant shall retain his place on the waiting list in this case. The Harbor Master shall continue efforts to provide a suitable mooring location for the most senior applicant. If the most senior applicant refuses a mooring location which is suitable for his or her vessel in the opinion of the Mooring and Harbor Safety Committee and Harbor Master, that applicant shall be moved to the bottom of the waiting list. In order to obtain the most effective utilization of existing mooring locations ~~facilities~~, lists of applicants shall be maintained to include date of application and type or size of vessel. These lists will be available for public inspection at the Norwalk City Hall and through the online mooring system.

(h) In the interest of ensuring safe, efficient, and equitable use of Norwalk Harbor, the NHMC ~~Harbor Master may, at his discretion,~~ limit the number of mooring locations that can be assigned to any one individual, household, corporation, or other group. In the absence of compelling reasons to the contrary, clearly demonstrated to the satisfaction of the Mooring and Harbor Safety Committee, only ~~Only one mooring location space~~ shall be allocated to any one vessel.

6 4. Application for Mooring Permit

(a) Any person, association, corporation, or other group may apply for a mooring permit. by ~~completing in full the application provided for that purpose and submitting the completed application~~

~~to the Harbor Master at any time.~~ The NHMC shall require that all applicants complete and submit mooring permit applications utilizing the online mooring system established by the NHMC, (See no. 4 above.)

(b) The online mooring system ~~Harbor Master~~ shall utilize ~~make use of~~ a mooring permit application form, developed by the Mooring and Harbor Safety Committee, that allows for the collection of information on the vessel and the vessel's owner/operator ~~as requested by the Connecticut Department of Transportation~~ as well as any additional information considered necessary by the Mooring and Harbor Safety Committee and Harbor Master ~~and the Harbor Management Commission.~~

(c) If a ~~the~~ mooring permit application is approved by the Harbor Master and Mooring and Harbor Safety Committee, ~~the Harbor Master shall send a copy of the approved permit shall be~~ is provided to the applicant through the online mooring system and one copy shall be ~~is shall be~~ retained for the records of the NHMC and Harbor Master. ~~Harbor Master's records.~~

(d) The NHMC may, as necessary to avoid possible abuses of the mooring assignment rules and regulations herein established, establish fair and reasonable requirements on a case by case basis to limit the issuance of mooring permits for vessels with joint ownership.

(e) All applicants for a mooring permit shall maintain liability insurance on the vessel identified in any mooring permit that may be issued to them, and shall provide a copy of the insurance certificate when applying for a mooring permit. All applicants shall agree to indemnify and hold harmless the City of Norwalk, its officers, designees, and employees, for any and all claims, damages, or losses of any kind, including legal costs arising out of the use of any mooring location that may be assigned to the applicant. Any permittee in receipt of a commercial mooring field permit issued by the DEEP and USACE also shall hold harmless the City of Norwalk, its officers, designees, and employees, for any and all claims, damages, or losses of any kind, including legal costs arising out of the use of any mooring location within the commercial mooring field.

(f) A complete application for a mooring permit shall include: the application form completed in full; proof of the vessel's current registration in the State of Connecticut; proof of the applicant's vessel liability insurance; the mooring tackle inspection form completed in full; payment through the online mooring system of the appropriate mooring permit fee; and any other pertinent materials as determined by the NHMC.

7.5. Mooring Permits Valid for One Year Only

(a) ~~All in accordance with state regulations,~~ all mooring permits shall be valid for a period not to exceed one year, unless renewed in accordance with the provisions of these Rules and Regulations. All mooring permits shall expire on the 31st day of December following the date of issuance.

(b) No vessels shall be moored ~~stationed on moorings~~ in Norwalk Harbor from January 1 to March 15 of each year. Renewed permits shall ~~will~~ be valid from March 15 to December 31. Limited exceptions to the January 1 to March 15 exclusion may be granted under Section 1947(a) of these Rules and Regulations. ~~rules.~~ ~~[Added 12-27-94.]~~

8 6. Renewal of Mooring Permit

(a) All mooring permits shall expire on December 31st of the year issued. To renew an expired permit an applicant must submit all required information and fees through the online mooring system ~~to the Norwalk Harbor Master, postmarked no later than January 31st of the following year.~~ Renewal applications received ~~postmarked after January 31st but before March 1st must pay a an~~ additional Late Permit Fee. At least 30 days before the January 31st renewal date, notice of such date shall be announced through the online mooring system, ~~published in a newspaper having circulation in the City.~~ [Amended 6-22-04.]

(b) Any mooring permit ~~Renewal rights for mooring permits not renewed in accordance with paragraph 8 6(a) above shall expire on March 1st.~~ In such case, the former permittee ~~permit holder~~ must remove the abandoned mooring ground tackle from the water within thirty days following expiration of the permit unless, in response to a written request by the former permittee, the NHMC should determine that such removal would create an undue hardship for that former permittee. ~~, and the mooring location may be assigned to the senior person on an existing waiting list or, if a waiting list does not exist, to any new applicant.~~ [Added 6-22-04.]

(c) ~~After removing mooring ground tackle, a~~ A former permittee ~~permit holder~~ who has not renewed a previously issued mooring permit within the periods of time established herein, may subsequently apply for reinstatement ~~a new mooring permit~~, subject to all other applicable provisions of these Rules and Regulations, including payment of a reinstatement fee and the applicable mooring permit fee, ~~under the provisions of the City of Norwalk's Mooring Permit Fee Schedule.~~ [Added 6-22-04.]

~~(d) A former permit holder who fails to remove ground tackle from the water is not eligible for a new mooring permit but may apply for reinstatement, subject to the provisions of the City of Norwalk's Mooring Permit Fee Schedule.~~ [Added 6-22-04.]

~~(d) (e)~~ The Mooring and Harbor Safety Committee with assistance from the Harbor Master shall be responsible for administration of all mooring permit renewals. All mooring permittees shall be notified of renewal requirements by the Mooring and Harbor Safety Committee through the online mooring system established by the NHMC. ~~Renewal applications will be mailed to all current mooring permit holders during December.~~ [Amended 12-27-94.]

~~(e) (f)~~ For vessels located in a managed ~~controlled~~ mooring field of at least 50 vessels subject to valid federal and state commercial mooring permits ~~and/or operated under common management~~, a Preliminary Mooring List must be submitted to the Harbor Master by the mooring field manager by March 31. This list must be accompanied by a fee equal to one-half the amount of the prior year's total fee for the entire mooring field. The Final Mooring List with all information necessary to complete an application for each vessel in the field shall be submitted by April 30 with the balance of the fees due. [Added 11-9-93.]

9 7. Annual Mooring Permit Fees

(a) Any person, association, corporation, or other group receiving a new or renewed permit for a mooring location in Norwalk Harbor shall pay an appropriate annual fee as proposed by the NHMC and adopted ~~established~~ by the Norwalk Common Council from time to time as authorized by Sec.

22a-113s of the Connecticut General Statutes and subject to any other local, state, and federal requirements.

(b) When the Harbor Master determines that a suitable mooring location exists for an applicant for a new or renewed mooring permit, the applicant shall ~~will be notified and must~~ pay the appropriate annual fee, payable to the City of Norwalk, before the permit shall be issued. This fee shall be nonrefundable. All mooring fees shall be submitted directly by the applicant through an online mooring system established by the NHMC unless, in response to a request by a particular applicant, the NHMC should determine that such requirement would create an undue hardship for that applicant.

(c) All fees collected pursuant to this section shall be deposited into the Norwalk Harbor Management Fund, as authorized by Sec. 22a-113s of the Connecticut General Statutes, and used exclusively for the maintenance and improvement of Norwalk Harbor for the public and for expenses for personnel and equipment directly related to the function of the NHMC ~~Harbor Management Commission~~ and the Harbor Master or Deputy Harbor Master.

(d) When proposing a mooring permit fee schedule for adoption by the Norwalk Common Council, the NHMC may differentiate fees for recreational and commercial vessels; consider reduced fees for duly established non-profit organizations⁹; and consider special fees for placement of mooring tackle used to secure floating docks to which vessels may be attached,

(e) No more than four mooring locations permitted at a reduced fee may be assigned to any duly established non-profit organization.

10 §. Transferal of Mooring Permits and Vessels

(a) ~~An individual-private~~ A mooring permit shall authorize ~~authorizes~~ use of a mooring location only for the single, registered vessel indicated on the permit. The use of a mooring location for any other vessel is prohibited and shall ~~will be~~ grounds for revocation of the mooring permit. Individual-private mooring ~~However, mooring permits shall not be transferable with the transfer of vessels. Whenever a mooring permittee the holder of a mooring permit transfers the title or interest in or otherwise parts with possession of the vessel identified in the mooring permit to another person by any arrangement whatsoever, the new vessel possessor, transferee, or owner shall have no vested right to use the mooring location space covered by the mooring permit and must apply for a new permit in order to use that location or another location. [Amended 6-22-04.]~~

(b) A mooring permittee ~~The holder of a mooring permit~~ may, upon written application to and approval by the Harbor Master and Mooring and Harbor Safety Committee, retain the permitted mooring location ~~space assigned under the mooring permit~~ for a replacement vessel provided that vessel is owned and properly registered by the permittee ~~holder of the permit~~ and is moved onto the mooring location within sixty days (unless the period is extended by the Harbor Master and Mooring and Harbor Safety Committee because of special circumstances). If the replacement

⁹ For the purpose of these Rules and Regulations, "non-profit organization" means an incorporated organization which exists for educational or charitable purposes, does not operate for profit, and is granted tax-exempt status by the Internal Revenue Service.

vessel is significantly smaller, larger, or of different draft or type, the Harbor Master shall have the right to relocate the vessel to another, more suitable mooring location if, in the judgment of the Harbor Master, such relocation will advance the safe and efficient operation of the harbor,

(c) Mooring permits shall be nontransferable except that the Mooring and Harbor Safety Committee may approve the transfer of a mooring permit between a deceased and surviving spouse if not doing so would create an unreasonable hardship to the surviving spouse in the judgment of the Mooring and Harbor Safety Committee and Harbor Master,

~~(e) In the event of a permit holder's death, the terms and conditions of a currently valid permit shall be transferable to the surviving spouse, in accordance with these Rules and Regulations, and in coordination with any local mooring field management sanctioned by the Harbor Master. [Added 6-22-04.]~~

11 9. Mooring Location and Placement

(a) When a permit is issued for a mooring location, the Harbor Master shall assign a specific location for that mooring. No mooring tackle shall be placed or maintained in any part of Norwalk Harbor until the location for placement of that mooring tackle has been approved by the Harbor Master.

(b) Moorings under no circumstances shall be located within navigation channels or fairways or otherwise interfere with the safe and efficient operation of the harbor as determined by the Harbor Master. ~~free use of navigation channels and fairways.~~

(c) In accordance with ~~Conn. Gen. Stat. Sec. 26-157a~~ (e) of the Connecticut General Statutes, no mooring tackle shall be placed on any oyster bed without the permission of the owner or lessee of such bed. When considering placement of mooring tackle on designated natural shellfish grounds, the Harbor Master and Mooring and Harbor Safety Committee shall consider the recommendations of the Norwalk Shellfish Commission.

(d) Moorings located within designated anchorages identified in the Harbor Management Plan should be placed in accordance with specific mooring plans ~~designed~~ to provide safe and efficient mooring of vessels.

12 10. Transient Mooring and Anchoring

(a) The NHMC ~~Harbor Management Commission~~ may designate transient mooring and anchoring locations, identified by the Harbor Master, ~~areas~~ for the exclusive, short-term use (not to exceed a total of 14 days in any calendar year) by ~~of~~ recreational vessels visiting Norwalk Harbor. This space shall be available on a first-come, first-served basis. No vessel shall ride on its ship's anchor in Norwalk Harbor unattended for more than 24 hours without the expressed permission of the Harbor Master. ~~[Amended 6-22-04.]~~

(b) No vessel shall anchor in Norwalk Harbor with the use of the vessel's ~~ship's~~ anchoring equipment for a period greater than 14 days in any calendar year, unless expressly approved by the Harbor Master, in accordance with state statutes. ~~[Added 6-22-04.]~~

~~(e) No vessel shall ride on its ship's anchor unattended for more than 24 hours without the expressed permission of the Harbor Master. [Added 6-22-04.]~~

(c) ~~(d)~~ The Harbor Master may require any person anchoring in the harbor to display for inspection the anchors, chains, and other equipment used at such anchoring for soundness of condition.

(d) ~~(e)~~ The City of Norwalk accepts no responsibility for the safety of transient mooring and anchoring locations ~~moorings~~ during periods of extreme weather including, but not limited to, gale winds, hurricanes, and extreme high water. ~~[Added 6-22-04.]~~

~~(f) To help promote the City of Norwalk, the Harbor Management Commission may provide visitors' moorings in the Inner Harbor for the use of visiting boaters. With the Harbor Master's permission, a visiting boater may attach a vessel to one of these moorings free of charge for a period of up to 72 hours. After that time, that same vessel may not use a visitors' mooring for a period of 96 hours after which time the owner/operator of that vessel may reapply to the Harbor Master for permission to use a visitors' mooring again. Anyone not complying with these provisions shall be subject to fines in accordance with Section 18 of these Rules and Regulations. [Added 3-10-98.]~~

13 ~~14~~. Abandonment of Mooring Tackle

(a) Any permitted mooring location not used for a period of one permit season ~~year~~ may be considered abandoned and the mooring tackle shall be subject to removal or relocation by order of the Harbor Master acting at the direction of the NHMC. Any mooring tackle not authorized by a current and valid permit from the Harbor Master may be considered as abandoned and subject to removal at any time. No permitted mooring location may be left unused for more than one calendar year without written permission of the NHMC. ~~Harbor Management Commission.~~

(b) Any mooring permittee ~~registered owner~~ who owns mooring tackle and is ~~vacating~~ ~~abandoning~~ his or her mooring location ~~space~~ may offer to sell the tackle occupying such location ~~space~~ to another permittee with a current and valid permit and shall notify the Harbor Master of such sale. ~~the next person assigned that space.~~ Failure of the ~~registered~~ owner to remove such tackle shall constitute the abandonment thereof, and such tackle may be removed by the Harbor Master at the expense of the ~~such registered~~ owner. Sale of mooring tackle shall not transfer any rights for a mooring permit or use of a mooring location, nor absolve the purchaser from compliance with the mooring tackle inspection requirements of these Rules and Regulations.

14 ~~12~~. Mooring Tackle Inspection

(a) No mooring tackle shall be placed in Norwalk Harbor without inspection and approval of the tackle by the Harbor Master or his authorized designee. All mooring tackle placed in the harbor shall be in compliance with any mooring tackle guidelines that may be established by the NHMC. ~~The Harbor Master shall require that all new moorings, anchors, chains, and other equipment used in connection with moorings in Norwalk Harbor be submitted to the Harbor Master or to an inspector designated by the Harbor Master or Harbor Management Commission for inspection to determine soundness of condition and compliance with minimum guidelines established by the Harbor Management Commission.~~

(b) It is required that all mooring tackle must be inspected for soundness of condition no less than once every two calendar years. The Harbor Master may require any mooring permittee person who holds a mooring permit in Norwalk Harbor to display for inspection the anchor, chains, and other mooring equipment for soundness of condition. All mooring tackle Each mooring shall be inspected and certified for soundness subject to inspection by the Harbor Master, or by a qualified an inspection contractor service acceptable to the NHMC and Harbor Master, Harbor Master, at the discretion of the Harbor Master. A list of qualified mooring tackle inspection contractors services shall be made available to the mooring permittee permit holder by the Harbor Master. An official mooring tackle inspection form provided by the Mooring and Harbor Safety Committee Harbor Master shall be filed by the mooring owner with the NHMC Harbor Master once every two years utilizing the online mooring system.

(c) The Mooring and Harbor Safety Committee and Harbor Master shall maintain, utilizing an online mooring system established by the NHMC, a record of each inspection for a period of four three years. If, as a the result of such inspection it shall be determined that any chain, shackle, swivel, anchor, or other piece of mooring tackle has become unsafe or otherwise inadequate, such chain, shackle, swivel, anchor, or other piece of mooring tackle shall be replaced by the mooring permittee at the expense of the permittee, accordingly, re-inspected, and a new inspection report shall be submitted through an online mooring system established by the NHMC. Failure to replace unsafe or otherwise inadequate mooring tackle make such replacement shall be grounds for revocation of the mooring permit by the Harbor Master.

(d) Qualified mooring tackle inspection contractors acceptable to the NHMC shall maintain appropriate commercial insurance of an amount and type acceptable to the City of Norwalk Risk Manager.

15 13. Secure Mooring and Anchoring of Vessels

(a) The owner of any vessel moored or anchored within Norwalk Harbor shall be responsible for causing such vessel to be tied, secured, or anchored with proper care and equipment and in such manner as may be required to prevent the moored or anchored vessel from breaking loose and causing damage to any other vessel, person, or property, breakaway and resulting damage, and shall thereafter provide for periodic inspection of mooring or anchoring equipment as required by these Rules and Regulations. the Harbor Master deems necessary.

(b) All mooring tackle shall comply with any guidelines minimum standards established by the NHMC Harbor Management Commission and adjusted, as necessary, by the NHMC in consultation with the Mooring and Harbor Safety Committee and Harbor Master. All mooring permittees The holders of all mooring permits shall recognize that requirements for mooring tackle may will vary in different locations in Norwalk Harbor and that some locations and conditions may require mooring tackle that exceeds the guidelines. minimum standards.

(c) The minimum standards for mooring tackle guidelines shall be provided by the Mooring and Harbor Safety Committee, utilizing the online mooring system established by the NHMC, Harbor Master to all mooring permit applicants. each person, corporation, organization, or group applying for a mooring permit.

- (d) Mooring permittees are advised to monitor forecasts of approaching storms and apply additional safety measures to secure their vessels as necessary, including removal of their vessels from mooring locations in the harbor.

16 +4. Identification of Approved Mooring Locations

- (a) The Mooring and Harbor Safety Committee acting in consultation with the Harbor Master may, from time to time, establish and amend reasonable standards for the marking of all mooring buoys used in Norwalk Harbor. Such standards shall be in compliance with any state or federal requirements for the marking of mooring buoys. Notice of standards and requirements for marking approved mooring locations moorings shall be provided in writing to all approved mooring permittees. ~~permit holders. [Amended 3-10-98.]~~
- (b) All mooring buoys (including temporary "winter buoys"¹⁰) must be clearly identified at all times with the assigned mooring permit number. ~~[Added 3-10-98.]~~
- (c) In accordance with Section 15-121-A3(a) of the Regulations of Connecticut State Agencies, all anchorage and mooring area buoys shall be white with a clearly visible horizontal blue reflectance band around the circumference of the buoy centered midway between the top of the buoy and the water line. ~~[Added 3-10-98.]~~
- (d) Temporary Substitute mooring buoys ("winter buoys") used ~~during the winter months~~ to mark approved mooring locations may be used only during the period of October 15 through March ~~May~~ 15, subject to any additional restrictions imposed by the Harbor Master to maintain safe and efficient use of the harbor. ~~such buoys are not permissible at any other time.~~ Any temporary substitute buoy must be permanently identified with the assigned mooring permit number clearly visible. The Mooring and Harbor Safety Committee acting in consultation with the Harbor Master may, from time to time, establish and amend reasonable requirements for placement of temporary mooring buoys. ~~[Added 3-10-98.]~~
- (e) All vessels permitted to use a mooring location in Norwalk Harbor and all mooring buoys and mooring floats secured with mooring tackle shall display a current mooring permit identification decal issued by the Mooring and Harbor Safety Committee. The number on the decals shall correspond to the number of the mooring permit issued by the Harbor Master. The purpose of the decals shall be to help ensure that all vessels moored in the harbor are properly permitted and attached to properly inspected mooring tackle and their owners easily identified in the event of an emergency. Decals shall be affixed, by the mooring permittee, to the transom of the permitted vessel and to the mooring buoy or mooring float by a date specified by the Mooring and Harbor Safety Committee.

¹⁰ For the purpose of these Rules and Regulations, a "winter buoy" is a flotation device, acceptable to the Mooring and Harbor Safety Committee, that may be used to temporarily mark a permitted mooring location during a specific period of the year when that location is not utilized to moor a vessel.

17 15. Relocation and Removal of Mooring Tackle Moorings

(a) The Harbor Master acting in consultation with the Mooring and Harbor Safety Committee may require any mooring tackle or moored vessel to be removed to a new location whenever, in his judgment, such removal is needed to maintain safe and efficient use of the mooring location. ~~the safety of any other vessel or optimum use of the mooring location area so requires.~~

(b) If an order ~~directions~~ given by the Harbor Master with respect to removing unauthorized mooring tackle moorings, removing mooring tackle moorings not properly identified in accordance with Section 16 44 of these Rules and Regulations, changing the location of mooring tackle ~~existing moorings~~ for the purpose of ensuring safe and efficient ~~safety and optimum~~ use of the mooring location ~~area~~, or replacing mooring tackle determined to be unsafe or otherwise inadequate are not taken by the owner, if known, within fourteen days after the owner's receipt of written notice by certified mail, ~~notification~~, or, if the owner is not known, after notice has been posted for that period on the vessel or mooring tackle, the Harbor Master may cause such mooring tackle moorings to be removed or relocated, ~~changed~~, or may drop same to the bottom of the harbor. The expense of such mooring tackle removal or relocation and any liability arising from injury to person or property incurred thereby shall be the responsibility of the mooring permittee ~~permit holder~~. [Amended 3-10-98.]

(c) Nothing above shall prevent the Harbor Master ~~or his designee~~ from taking measures with or without notice if, in the judgment of the Harbor Master, such measures are ~~it is~~ necessary in order to provide for the safety of persons or property.

18 16. Designation of Navigation Channels or Fairways to be Kept Free of Moorings

(a) In order to provide safe navigation in all parts of Norwalk Harbor, the NHMC ~~Harbor Management Commission~~, with consideration of the advice of the Mooring and Harbor Safety Committee and Harbor Master and with authority provided by Sec. 22a-113n of the Connecticut General Statutes, shall ~~is empowered to~~ designate, as necessary, the location of navigation ~~channels or~~ fairways within which ~~approved mooring locations moorings~~ shall not be approved ~~located~~ and to make changes in such designations when conditions or needs require.

19 17. Suspension of Requirements and Imposition of Emergency Requirements

(a) The requirements of these Rules and Regulations pertaining to a specific mooring or anchoring location ~~area~~ and/or moored or anchored vessel may be modified by the NHMC, ~~Harbor Master~~ acting in consultation with the Mooring and Harbor Safety Committee and Harbor Master, if, in the judgment of the NHMC, ~~Harbor Master~~, such modification is necessary to provide for the safety of persons or property or if the imposition of the requirements would result in an unreasonable hardship on the person or persons so affected.

(b) In order to most effectively respond to any emergency as may be caused by a severe storm or other natural or man-made conditions, the Harbor Master acting in consultation with the Mooring and Harbor Safety Committee is empowered to suspend the requirements of these Rules and Regulations and/or impose additional requirements in the interest of public safety.

20 +8. Violations

(a) These Rules and Regulations have been adopted and approved in accordance with Sec. 22a-113r of the Connecticut General Statutes and Sec. 69-22 of the Norwalk Code. In accordance with Sec. 69-22D of the Norwalk Code, any person who shall violate any of these Rules and Regulations shall be fined an amount authorized by the Code, ~~not more than ninety dollars (\$90.00)~~. Each day such violation continues after the time for correction of the violation has been given in any written order issued by a **duly authorized police officer of the City of Norwalk** shall constitute a continuing violation and shall be subject to a fine in an amount authorized by the Code of ~~ninety dollars (\$90.00) per day~~ for each day said violation continues.

(b) Fines levied for violations of these Rules and Regulations as authorized by the Norwalk Code shall be collected by the City of Norwalk and deposited into the Norwalk Harbor Management Fund established pursuant to Sec. 22a-113 s of the Connecticut General Statutes.

(c) Any person who obstructs, resists, or willfully refuses to obey the order of the Harbor Master or Deputy Harbor Master for the stationing of a vessel in accordance with these Rules and Regulations shall be subject to the fines and penalties set forth in Sec. 15-8 and other applicable sections of the Connecticut General Statutes, enforceable by any duly authorized police officer of the City of Norwalk.

21 +9. Revocation of Mooring Permits

(a) The Harbor Master acting in consultation with the Mooring and Harbor Safety Committee may ~~shall have the authority to~~ revoke a mooring permit if the permittee ~~permit holder~~ fails to maintain the moored vessel in a seaworthy condition or fails to comply with any permit condition or provision of these Rules and Regulations.

22 20. Review of Decisions

(a) Any party aggrieved by any decision pertaining to the application of these Rules and Regulations may submit a request in writing to the NHMC ~~Harbor Management Commission~~ to review that decision with respect to these Rules and Regulations and with respect to the goals, objectives, policies, and guidelines established in the Norwalk Harbor Management Plan. Such request shall be submitted within 30 days of the date of the decision. The NHMC shall review the decision and render a finding on the matter ~~Harbor Management Commission must respond with a decision or action within 60 days of receipt of the aggrieved party's written request. a request for review.~~

(b) While Sec. 15-1 of the Connecticut General Statutes ~~state law~~ requires the ~~state-appointed~~ Norwalk Harbor Master who is appointed by the Governor to act in a manner consistent with the Norwalk Harbor Management Plan, it is recognized that City ordinances, rules, and regulations cannot alter the Harbor Master's duties and powers established in the Connecticut General Statutes which include primary authority to station vessels, ~~and issue mooring permits, regarding mooring assignments.~~ As a result, the NHMC ~~Harbor Management Commission~~ may not over-ride the Harbor Master's mooring assignments, ~~provided as long as~~ such assignments are consistent with the Harbor Management Plan and these Rules and Regulations.

23. Exclusions

(a) Specifically excluded from the requirements of these Rules and Regulations are the placement of swim floats, navigation and regulatory markers, and aquaculture structures secured by bottom anchors and subject to state and federal regulatory programs, including regulatory programs administered by the Connecticut DEEP, USACE, and Connecticut Department of Agriculture's Bureau of Aquaculture. All applications for swim floats, navigation and regulatory markers, and aquaculture structures must be reviewed by the NHMC for consistency with the Norwalk Harbor Management Plan and by the Harbor Master for potential impacts on safe and efficient operation of the Harbor. Pursuant to the DEEP's General Permit for Swim Floats, no vessel shall be attached to a swim float at any time.

Rules and Regulations for Mooring and Anchoring Vessels:

Adopted by the Norwalk Harbor Management Commission on August 26, 1992
Approved by the Norwalk Common Council on October 27, 1992

Additions adopted by the Harbor Management Commission on October 27, 1993
Approved by the Common Council on November 9, 1993

Additions and amendments adopted by the Harbor Management Commission on November 21, 1994
Approved by the Common Council on December 27, 1994

Additions and amendments adopted by the Harbor Management Commission on October 22, 1997
Approved by the Common Council on March 10, 1998

Additions and amendments adopted by the Harbor Management Commission on May 26, 2004
Approved by the Common Council on June 22, 2004

Additions and amendments adopted by the Harbor Management Commission on _____
Approved by the Common Council on _____

Close

Print

Resize:

City of Norwalk, CT
Thursday, January 7, 2016

Chapter 103. Taxation

Article III. Tax Relief for the Elderly and Disabled Homeowners

[Adopted 10-25-1983; amended in its entirety 9-26-2000]¹¹

[1] *Editor's Note: Original Section 9 of this ordinance provided that it shall not be applicable prior to taxation on the Grand List of October 1, 1983.*

§ 103-5. Enactment; purpose.

The City of Norwalk hereby enacts a tax relief program for elderly and disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the City of Norwalk, on the terms and conditions provided herein. This ordinance is enacted for the purpose of assisting elderly and disabled homeowners with a portion of the costs of property taxation.

§ 103-6. Eligibility.

Any resident of the City of Norwalk who qualifies under the following requirements is eligible for property tax relief with respect to real property owned and occupied by such person as his or her principal residence.

- A. Such resident is 65 years of age or over or his or her spouse, who is living with such resident, is 65 years of age or over; or such resident is 60 years of age or over and is the surviving spouse of a taxpayer who was qualified in the City of Norwalk under this ordinance at the time of his or her death, with respect to real property on which any such resident or spouse is liable for taxes under the provisions of § 12-48 of the Connecticut General Statutes; or
- B. Such taxpayer is under age 65 and eligible in accordance with applicable federal regulations to receive permanent total disability benefits under social security, or has not been engaged in employment covered by social security and, accordingly, has not qualified for benefits thereunder, but has qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act, and any government-related teacher's retirement plan, in which requirements with respect to qualifications for such permanent total disability benefits are comparable to the requirements under social security; and provided that
- C. Such person shall have been a taxpayer of the City of Norwalk and have paid taxes for a period of five years immediately prior to his or her receipt of tax relief under this ordinance. No tax relief shall be given under this ordinance to any person who owes delinquent taxes to the City of Norwalk.
- D. The property for which the tax relief is claimed is the legal domicile of such person and is occupied more than 200 days of each year by such person.

- E. Such person shall have applied for property tax relief under any state statutes for which he or she is eligible; or if such person has not applied for tax relief under any state statutes because he or she is not eligible, he or she shall so certify by filing a form acceptable to the Tax Collector swearing to his or her ineligibility under current qualification requirements.
- F. All permanent residents in the domicile who are aged 25 years and older and who occupy such domicile for more than 200 days of each year shall have combined annual aggregate adjusted gross income as defined in the Internal Revenue Code of 1954, as amended, plus tax exempt interest per Section 103 of the Internal Revenue Code of 1954, as amended, dividend exclusions as set forth in Section 116 of the Internal Revenue Code of 1954, as amended, social security benefits, railroad retirement benefits and income from other tax-exempt sources of an amount less than ~~44.33%~~ of the maximum qualifying income defined in Connecticut General Statutes, Section 12-170aa, For the Grand List of October 1, 1999, this amount shall be \$33,500. The amount shall be adjusted annually as provided by Section 12-170aa(2) for the calendar year immediately preceding the year for which tax relief is sought and shall be posted in the office of the Assessor.
- [Amended 3-27-2001] 121.45%

§ 103-7. Filing of application.

- A. In order to be entitled to the benefits provided herein, an application must be filed with the Assessor not earlier than February 1 nor later than May 15 of each odd-numbered year so that these benefits shall be available to the taxpayer in the next following two fiscal years. This application for such tax relief must be acted on in accordance with the eligibility standards hereinabove set forth. The Assessor is empowered to require all necessary documents to determine eligibility, and the withholding of such information, if reasonably available, shall be sufficient reason for the denial of tax relief.
- [Amended 5-28-2002; 10-28-2014]
- B. For tax relief on the Grand List of 1999, applications must be filed no later than October 27, 2000, and for tax relief on the Grand List of 2000, applications must be filed no later than April 15, 2001. Application for tax relief filed prior to the passage of this amendment shall automatically be eligible for the increased tax relief provided herein for the Grand List of 1999 and the increased relief provided herein shall be applied retroactively by the Assessor on such applications.

§ 103-8. Limits of tax relief.

No property tax relief provided for any person shall exceed, in the aggregate, 75% of the tax which would, except for benefits provided by state statutes and the within program, be laid against said person.

§ 103-9. Maximum credits.

The total tax relief granted under the provisions of this program shall not exceed an amount equal to 1/2 of 1% of the total property tax assessed in Norwalk in the preceding fiscal year.

§ 103-10. Benefits to be prorated.

Only one tax credit shall be allowed for each parcel of real property eligible for tax relief under the within program. In the event that title to real property is recorded in the name of the taxpayer or his or her spouse, who are eligible for tax relief, and any other person or persons, the tax relief under the within program shall be prorated to allow tax relief equivalent to the fractional share in the property of such taxpayer or spouse, and the person or persons not eligible shall not receive any tax credit.

§ 103-11. Effect on other tax benefits.

The tax relief granted to any person under the within program shall not disqualify such person with respect to any benefits for which such person is eligible under state statutes, and any tax relief provided under the within ordinance shall be in addition to any such benefits.

§ 103-12. Amount of benefits; annual adjustment.

- [Amended 3-27-2001; 4-27-2004; 2-26-2008; 3-22-2011; 10-28-2014] -

Any individual or married couple eligible for tax relief as provided by this article, having income as provided in § 103-6F of this article, shall be entitled to tax relief as follows:

A. For the 2014 grand list and all subsequent tax years:

(1) Tier 1: 0% to ~~93%- \$1,265~~. 100% of maximum qualifying State income.: \$1,390.

(2) Tier 2: ^{100.01% 121.45%}~~93.01% to 114.33%~~: \$750, except that, if the maximum credits granted under the provisions of this program shall exceed an amount equal to 1/2% of the total property tax assessed in Norwalk in the preceding fiscal year, then the amount of benefits for Tier 2 shall be adjusted by subtracting the total amount of benefits for Tier 1 from the maximum tax relief allowed under the program pursuant to § 103-9, leaving a balance of tax relief available to Tier 2. The amount of benefits for each Tier 2 recipient shall be calculated by dividing the remaining funding for tax relief available to Tier 2 by the total number of eligible persons in Tier 2.

2015 Grand List Local Elderly Tax Relief Program

Finance Committee Changes: No Tier 2 benefit increase. Add \$3,000 to Tier 1 & 2 max income & estimated Tier 2 enrollment + 15%. Increasing the Tier 1 income by \$3,000 shifts 70 households from Tier 2 to Tier 1, and the starting Tier 1 count to 1,000.)

	PROPOSED									
	2014 Actual Counts	2014 Income Range	2014 Grand List Cost	2015 Estim. Counts	2015 Income Range	2015 Grand List Cost	2015 Estim. Counts	2015 Income Range	2015 Grand List Cost	Avg. Benefit
Tier 1	899	\$4,295 - \$39,130	\$1,123,471	920	\$0.00 - \$39,900	\$1,149,404	980	\$0.00 - \$42,900	\$1,376,100	\$1,390
MED: Max Benefit:		\$25,106			\$25,928			\$26,268		
			\$1,265			\$1,265			\$1,390	
(No change to Tier 2 benefits)										
Tier 2	190	\$39,203 - \$48,167	\$149,841	169	\$39,901 - \$49,100	\$125,612	115	\$42,901 - \$52,100	\$86,250	\$750
Max Benefit:		\$43,269			\$43,648					
Total Local:	City Only:	1,089	\$750	1,089		\$1,275,016	1,105		\$750	\$1,462,350

Total Prope \$292,678,622

MAXIMUM PERMITTED LOCAL EHO CRI (Total Property Taxes X .05%)

2014 Grand List State Elderly Tax Relief Program

Income Range	Med. Income	Households	State Only	Max Benefit	Current Cost
\$0.00 - \$42,200	\$24,260	859	17	\$1,250	\$595,787
Avg. Taxes:	\$5,935				

TOTAL EHO CREDITS: \$1,869,099

(List of 213 new applicants has been compiled for 2015 filing period)

Chapter 103. Taxation

Article VII. Tax Deferral Program for Elderly and Disabled Homeowners

[Adopted 4-9-2002]

§ 103-16. Enactment; purpose.

The City of Norwalk hereby enacts, for the assessment year commencing October 1, 2001, and each assessment year thereafter, a tax deferral program for elderly and disabled homeowners pursuant to Section 12-129n of the Connecticut General Statutes for eligible residents of the City of Norwalk, on the terms and conditions provided herein. This article is enacted for the purpose of assisting elderly and disabled homeowners with a portion of the costs of property taxation.

§ 103-17. Eligibility.

Any resident of the City of Norwalk who qualifies under the following requirements is eligible for property tax deferral with respect to real property owned and occupied by such person as his or her legal domicile and principal, permanent residence:

- A. Such resident at the close of the preceding calendar year has attained age 65 or over, or his or her spouse, who is living with such resident, is 65 years of age or over; or such resident is 60 years of age or over at the close of the preceding calendar year and is the surviving spouse of a taxpayer who was qualified in the City of Norwalk under this program at the time of his or her death, with respect to real property on which any such resident or spouse is liable for taxes under the provisions of Section 12-48 of the Connecticut General Statutes; or
- B. Such resident is under age 65 and eligible in accordance with applicable federal regulations to receive permanent total disability benefits under social security; or has not been engaged in employment covered by social security and accordingly has not qualified for benefits thereunder, but has qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act, and any government-related teachers' retirement plan, in which requirements with respect to qualifications for such permanent total disability benefits are comparable to the requirements under social security; and
- C. Such resident shall have been a taxpayer of the City of Norwalk and have paid taxes for a period of at least the 12 months immediately preceding his or her application for tax deferral under this article;
- D. No tax deferral shall be given under this article to any person who owes delinquent property taxes, sewer fees or assessments or other delinquent charges to the City of Norwalk;

E. The property for which the tax deferral is claimed is the tax lot which is the legal domicile and principal, permanent residence of such person, together with all improvements thereon, and is occupied for more than 200 days of each year by such person;

F. Such resident shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed \$40,000 for the calendar year 2002 and \$45,000 for the calendar year 2003 and thereafter. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, income from other tax exempt retirement and annuity sources and income from tax exempt bonds, less an amount equal to the medical and dental expense deduction allowed or allowable under Section 213(a) of the Internal Revenue Code of 1986, as may be amended from time to time (currently allowed deduction for medical and dental expenses only if in excess of 7.5% of adjusted gross income);

[Amended 1-28-2008]

**we should amend the qualifying income amount to be the same as the City credit program that usually increases every year.

G. ||Such resident, if eligible, shall have applied for, and have received, state-reimbursed property tax relief under the homeowners' program as outlined in Connecticut General Statute Section 12-170aa, or the program formerly known as the freeze program, as outlined in Connecticut General Statute Section 12-129b, for the same grand list year as the claimed deferral;

[1] *Editor's Note: Former Subsection G, which provided for the adjustment of the maximum amount of qualifying income, was repealed 1-28-2003. The ordinance also provided for the redesignation of former Subsections H through J as Subsections G through I, respectively.*

H. The market value of the real property for which the tax deferral is claimed shall not exceed \$715,000, as determined by the most current property records on file in the office of the Tax Assessor; and

I. Such resident may not receive both a locally funded tax credit of Norwalk; and tax deferral hereunder simultaneously for either the local tax credit program, or for the tax deferral program, and receive the local credit for some grand list years, and the market value of the property shall not exceed \$715,000.

**we should do away with the market value limit, as some elderly who may live in a home that is valued high still can have difficulty paying their taxes and should not be excluded just because their homes are valued high.

§ 103-18. Filing of application.

A. In order for an eligible resident to receive a tax deferral hereunder an application must be filed with the office of the Tax Assessor not earlier than February 1 or later than May 15 of each year for the next fiscal year. This application for such tax deferral shall be accompanied by a copy of the applicant's most recent federal income tax return for the previous calendar year and written documentation of all other income.

B. The Tax Assessor shall require all necessary documents to determine eligibility. The withholding of such information, if reasonably available, shall be sufficient reason for the denial of tax deferral.

C. The Tax Assessor shall establish such application forms and procedures as may be necessary to implement this tax deferral program. The Tax Assessor, or his or her agent, shall determine what evidence of qualifying income is pertinent for the determination of eligibility under this article, and shall be responsible for requesting and reviewing the same.

D. All applications, including federal income tax returns filed under this program, as well as any and all additional evidence of qualifying income required by the Tax Assessor, shall be kept in strict confidence

and shall not be open to public inspection, in accordance with State Freedom of Information guidelines.

§ 103-19. Limits of tax deferral.

- A. For any eligible resident, for any given grand list year, the total of all tax credits, abatelements, exemptions, and deferrals provided under state statutes for elderly and permanently disabled taxpayers, shall not exceed 75% of the tax which would have been levied against such resident. For the purpose of this section, the term "exemption" shall not be construed to include the graduated increase in property tax assessments due to revaluation of property. If the total of all tax credits, abatelements, exemptions and deferrals provided under state statutes for elderly and permanently disabled taxpayers does exceed 75% of the tax which would have been levied against any eligible resident, for any given grand list year, the Office of the Tax Assessor shall administer the programs so as to allow for maximization of state-funded property tax relief, in accordance with § 103-24, herein.
- B. For each grand list year, deferral hereunder shall be limited to the lesser of either an amount up to \$2,500, or an amount up to 50% of the tax principal due, less any tax credits, abatelements, exemptions and other benefits provided under state statutes for elderly and permanently and totally disabled taxpayers. For each grand list year, the minimum amount allowed for deferral hereunder shall be equal to the amount of the tax credit allowed under § 103-12.
- C. The total deferral is not to exceed 75% of the market value of the subject real property, as determined by the Office of the Tax Assessor.

§ 103-20. Tax deferral benefits; lien on property.

- A. An eligible applicant shall enter into a written agreement with the City providing for payment to the City of the tax deferral. A separate agreement shall be entered into for each grand list year.
- B. The principal amount of such tax deferral benefit, and the rate of interest on the deferred amount, as described herein, shall be recorded in the Norwalk Land Records and shall constitute a continuing, priority lien against the subject property, payable upon the death of the applicant or the conveyance of the subject property.
- C. The eligible resident shall be charged the current statutory fees for releases of lien continuing certificates at the time of payment to the City.

§ 103-21. Rate of interest on deferred taxes.

- A. All deferred taxes shall be subject to an interest charge, determined annually by the Director of Finance on January 1. Such interest charge shall be equal to the annual percentage rate of the most recent City bond issue, rounded to the nearest 0.5%, plus an additional 1.5%, per year.
- B. All such interest charges shall be included in the written agreement entered into by the eligible resident and

the City, and shall be included on the lien continuing certificate recorded in the Norwalk Land Records to reflect the deferral of taxes.

- C. Interest shall be calculated on a monthly basis, with any portion of a month being considered a full month. Interest shall be simple interest, not compounded, and shall accrue from the month and year of the deferral until the month and year of the final payment to the City.

§ 103-22. Maximum credits.

The total tax deferral granted under the provisions of this program, together with the total tax relief granted under the provisions of §§ 103-5 through 103-12 of the Norwalk Code, shall not exceed an amount equal to 0.5% of the total property tax levy assessed in Norwalk in the preceding fiscal year.

§ 103-23. Deferral to be prorated.

- A. Only one tax deferral shall be allowed for each parcel of real property eligible for deferral under this program. The Tax Collector's Office shall mail a bill for such taxes, which shall be immediately due and payable in a single installment, with a grace period of 30 days from the date the bill is mailed.
- B. If such property is a multifamily dwelling, such deferral shall be prorated to reflect the fractional portion of such property that is currently occupied by the eligible resident.
- C. Such tax, as well as any previous deferred taxes, shall be immediately due and payable, collectible in the same manner as all other property taxes, and subject to the same liens and collection enforcement proceedings, provided that such tax shall be payable in a single installment within 30 days after the date the bill is mailed by the Tax Collector.
- D. If payment is not made upon demand at the conclusion of the deferral period, due to the death of the applicant or the conveyance of the property, the property shall become subject to Tax Collector's demand for payment and collection enforcement action in accordance with state statute. All deferred taxes, accrued interest, lien recording fees and collection costs, if any, shall be collectible in the same manner as all other property taxes, and subject to the same statutory penalty interest, liens and collection enforcement proceedings, as all other property taxes.

§ 103-24. Effect on other tax benefits.

The tax deferral granted to any eligible resident under this program shall not disqualify such eligible resident, or his or her surviving spouse, with respect to any tax relief for which such person is eligible under state tax relief programs. Any tax deferral provided shall be in addition to such state tax relief.

§ 103-25. Conclusion of deferral period.

- A. All deferred taxes, accrued interest, and lien recording fees shall become due and payable to the City upon

the death of the applicant or the conveyance of the subject property, at which time the deferral period shall be deemed concluded. In the case of a conveyance of the subject property, payment in full shall be made to the City upon conveyance of said property.

- B. The estate of the applicant, or his or her agent or other party in interest, heirs and/or assignees, shall be solely responsible for notifying the Tax Assessor and Tax Collector of the death of the applicant within 60 days of the death and notify the Tax Assessor and Tax Collector of any Certificate of Devise within 60 days of the issuance of such certificate by the Probate Court.
- C. The grantor of the property conveyed, his or her agent or other party in interest, heirs or assignees, shall be solely responsible for notifying the Tax Assessor and Tax Collector directly of the conveyance of the property formerly subject to deferral, within 30 days.
- D. If payment is not made upon demand at the conclusion of the deferral period due to the death of the applicant or the conveyance of the property, the property shall be subject to the Tax Collector's demand for payment and collection enforcement action in accordance with state statutes.
- E. In the case of the death of an applicant, the deferral period shall not be deemed concluded if there remains a surviving spouse who qualifies for deferral under § 103-17A, herein.

§ 103-26. Funding.

The Director of Finance shall make every effort to include in his or her annual budget an amount from the Undesignated Fund Balance to offset the estimated amount of taxes to be deferred under this program.

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL
COMMITTEE
AGENDA ITEMS
3/22/2016**

1. Authorize the Mayor, Harry W. Rilling to enter into a 5 Year Lease Agreement with a 2 Year Option with Live Green CT for a space at the Fodor Farm House at a Rate of \$150.00 per month starting March 15, 2016. Group will pay for their own phones and internet. Live Green will be responsible to host a fundraiser with the other 3 groups for the preservation of Fodor Farm.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the National MS Society for use of Cranbury Park for their "Bike MS" to be held Sunday, June 12, 2016 from 4:00 AM – 5:00 PM. Estimated attendance 300.
3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the CT Food Bank for the use of Calf Pasture Beach for a "CT Food Bank 5K" to be held Sunday, June 5, 2016 from 6:00 AM – 11:00 AM. Estimated attendance 450.
4. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Ninety 9 Bottles for the use of Oyster Shell Park for their Annual "Ninety 9 Bottles Craft Beer Festival to be held Saturday, June 4, 2016 from 10:00 AM – 5:00 PM with a Rain Date of Sunday, June 5, 2016. Set up to take place Saturday, June 4, 2016 from 10:00AM – 2:00 PM with tear down to take place from 5:00 PM – 7:00 PM. Estimated attendance 1,200.
5. Authorize the Mayor, Harry W. Rilling to enter into an agreement with National Marine Manufacturers Association for the use of Calf Pasture, Shady Beach, Taylor Farm and Marvin School for a \$10.00 parking fee for the Annual 2016 Progressive Insurance Norwalk Boat Show to be held Thursday, September 22, 2016 through Sunday, September 25, 2016 from 10:00 AM – 7:00 PM Daily.
6. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Star Shine Events Management to use Calf Pasture Beach for a Star Kids Triathlon to be held Sunday, June 12, 2016 from 7:30 AM – 10:30 AM. Set up to take place on Saturday, June 11, 2016 at 12:00 Noon with teardown no later than 12:00 Noon on Sunday, June 12, 2016. Estimated attendance 220.
7. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Young Life for the use of Calf Pasture Beach and Pavilion #2 for the 5K Splatter Run to be held Saturday, May 14, 2016 from 6:00 AM – 10:30 AM. Estimated attendance 500.

8. Authorize the Mayor, Harry W. Rilling to enter into a lease agreement with Tyrone Martylewski for the use of the Cranbury Park Caretakers Cottage for 5 years with a rent of \$1,271.93 per month each year starting June 2016.
9. Authorize the Mayor, Harry W. Rilling to apply and except funds for the Operation and Maintenance of a Land Based MSDF (Pumpout Station). The grant is in the amount of \$7,198.50 which is paying 75% of our operation in effect through December 31, 2016.
10. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Diversified Contractors, LLC for Project #3659 Ina Clark Community Gardens, San Vincenzo Place for a sum not to exceed \$95,000.00 Account #'s 030000-2690, 09166030-5777-C0131, 09176030-5777-C0131 50% by State DEEP Grant.
11. Authorize the Mayor, Harry W. Rilling to enter into a lease agreement with Go Adventure Forest LLC t/a Go Ape for a 10 year term with 2 Five Year Options for the use of a portion of Cranbury Park (not exclusive use) for a Rope Zip Line Course, subject to a satisfactory agreement being negotiated through the Corporation Council's Office.
12. Approve the Department Fees & Charges for the 2016-17 Season.
13. Authorize the Mayor, Harry W. Rilling to enter into an agreement with The Rink at Harbor Point, LLC to set up, operate and manage Portable Rinks at Veterans Memorial Park for October 1, to March 30 each year with terms as outlines, subject to a satisfactory agreement being negotiated through the Corporation Counsel's Office.

Mocclae, Mike

From: Daphne Dixon [daphne@livegreenct.org]
Sent: Tuesday, February 23, 2016 7:20 PM
To: Mocclae, Mike
Subject: Fodor Farm Letter

Hi Mike,

Live Green CT! is a non-profit organization that provides environmental education to Norwalk businesses and community members. For the last six years, we have provided Norwalk with the largest green living festival in the state and have educated thousands of people. We are interested in working out of the Fodor Farm Farmhouse so that we may better serve the community, have a space to create more educational programs, connect further with the community and with other local non-profits in a meaningful way.

Fodor Farm and Live Green CT!'s mission/purpose are in alignment. We are interested in working in an environment/setting that is environmentally friendly, sustainable and supports the community.

We would gladly promote and support Fodor Farm and greatly appreciate the opportunity to become a tenant at this very special and historic location.

In appreciation,
Daphne

Daphne Dixon
Co-founder and President
Live Green CT!
www.livegreenct.com
(203) 536-4695

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: National MS Society

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Lisa Gervol

PERSONAL/FAMILY

ASSOCIATION/CLUB

COMPANY/BUSINESS

TITLE: President & CEO

YOUR NAME: Katherine Maloney

TITLE: Logistics Coordinator

ADDRESS: 1 Select St, Suite 300

E-MAIL ADDRESS: kate.maloney@nmss.org

CITY: Norwalk

STATE: CT

ZIP CODE: 06855

HOME PHONE: _____

BUSINESS PHONE: 860-913-2550

CELL PHONE: 917-559-3150

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Crawbury Park

NUMBER OF PARTICIPANTS: ~ 300

EVENT: Bike MS

DATE REQUESTED: 6/12/16

SET UP TIME: 4 AM

STARTING TIME: 7 AM

ENDTIME: 5 PM

RAIN DATE: N/A

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD: YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES

NO

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES

NO

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

YES

NO

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

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Katherine Maloney

DATE: 2/22/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

COMMON COUNCIL APPROVAL: YES _____ NO _____

N/A _____

DATE: _____

DIRECTOR'S SIGNATURE: _____

DATE: _____

(Signature required)

Date to Committee: 3/9/16

Entered Into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

"Yes" Answer Explanations from Facility Application Form

Tent

We are planning on using the tent that is a part of our facility rental. In addition, we will be using at least 10 x 10 pop-up tent, which we will supply.

Display Advertising

We will be posting National MS Society flags and directional signs.

Soliciting Contributions

Bike MS is a fundraising event. Cyclists are permitted to bring solicited donations with them to hand in at registration.

FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: CT Food Bank

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Sarah Morroco

TITLE: Director of Community Engagement

YOUR NAME: John Bysiewicz

TITLE: Event Coordinator

ADDRESS: 2 Buena Vista Road

E-MAIL ADDRESS: john@jbsports.co

CITY: Branford

STATE: CT

ZIP CODE: 06405

HOME PHONE: _____

BUSINESS PHONE: (203) 481-5433

CELL PHONE: (203) 710-2391

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach

NUMBER OF PARTICIPANTS: 450

EVENT: CT Food Bank 5K

DATE REQUESTED: 6/5/2016

SET UP TIME: 6 am

STARTING TIME: 8 am

ENDTIME: 11 am

RAIN DATE: —

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD? YES X NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

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

YES NO
YES NO
YES NO

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

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: _____

DATE: _____

FOR OFFICE USE ONLY

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

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

DIRECTOR'S SIGNATURE: _____

[Signature required]

DATE: _____

DATE: _____

DATE: _____

Date to Committee: 3/9/16

Entered Into Calendar: _____

Deposit Received: _____

Insurance Received: _____

Entered into RecTrac: _____

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: Ninety 9 Bottles PERSONAL/FAMILY ☐
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Jill Dunn ASSOCIATION/CLUB ☐
TITLE: Permitter COMPANY/BUSINESS ☒
YOUR NAME: Jill Dunn TITLE: Permitter
ADDRESS: 5 Jarvis St E-MAIL ADDRESS: JILLSDUNN@YAHOO.COM
CITY: Norwalk STATE: CT ZIP CODE: 06851
HOME PHONE: BUSINESS PHONE: CELL PHONE: 203-246-5251

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Oyster Shell Park NUMBER OF PARTICIPANTS: 1200
EVENT: Ninety 9 Bottles Craft Beer Festival DATE REQUESTED: 6-4-16
SET UP TIME: 10am STARTING TIME: 2pm ENDING TIME: 5pm (RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)
RAIN DATE: 6-5-16
ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐
ARE YOU SERVING FOOD: YES ☐ NO ☒ (Food Trucks will be present)
ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE.
ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒
PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED;
DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE: CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS.
IS THE GROUP GOING TO SWIM? YES ☐ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR.
IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
If yes, name of person _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Jill Dunn DATE: 2-1-16
FOR OFFICE USE ONLY
RECREATION & PARK COMMITTEE APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____
COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____

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

Agenda - 2/9/16

Please see reverse
Signature required

**NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM**

PLEASE PRINT

ORGANIZATION NAME: National Marine Manufacturers Association PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Jon Pritko TITLE: Show Manager
YOUR NAME: Josh Rosales TITLE: Operations Manager
ADDRESS: 237 West 35th Street, Suite 1006 E-MAIL ADDRESS: jrosales@nmma.org
CITY: New York City STATE: NY ZIP CODE: 10001
HOME PHONE: BUSINESS PHONE: 646-370-3679 CELL PHONE: 631-944-0469

FACILITY & EVENT INFORMATION

EVENT: 2016 Progressive Insurance Norwalk Boat Show NUMBER OF PARTICIPANTS: 15,000+
Shady beach, Marvin School Sites September 22-25,
FACILITY REQUESTED: Taylor farm, Calf pasture Beach park DATE REQUESTED: 2016
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)
STARTING TIME: 10am daily ENDING TIME: 6pm daily RAIN DATE: N/A

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

ARE YOU SERVING FOOD: YES ☒ NO ☐

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT; REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE.

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

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

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

PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED ON CITY PARK PROPERTY; OPEN PIT FIRES ARE PROHIBITED; DEPOSIT/FEES ARE NON REFUNDABLE OR TRANSFERABLE; CERTIFICATE OF INSURANCE IS REQUIRED FOR ALL EVENTS. IS THE GROUP GOING TO SWIM? YES ☐ NO ☒ IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR.

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒
If yes, name of person _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] Josh Rosales DATE: 3.1.16

FOR OFFICE USE ONLY

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

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

DIRECTOR'S SIGNATURE: _____ DATE: _____

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

3/9/16

Please see reverse

RECEIVED

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Star Shine Events Management PERSONAL/FAMILY ASSOCIATION/CLUB
NAME OF CORPORATE OFFICER AUTHORIZED COMPANY/BUSINESS
TO EXECUTE THE LICENSE AGREEMENT: Robin Myers TITLE: Owner & President

YOUR NAME: Robin Myers TITLE: MR

ADDRESS: 1434 Mill Hill Terrace E-MAIL ADDRESS: ramyers@optonline.net

CITY: Southport STATE: CT ZIP CODE: 06890

HOME PHONE: (203) 254-0643 BUSINESS PHONE: (203) 610-1817 CELL PHONE: (203) 610-1817

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach NUMBER OF PARTICIPANTS: 220

EVENT: Star Shine Mini-Maxman Youth Triathlon [formally Mini Mossman Youth Tri] DATE REQUESTED: Sunday, June 12th 2016

SET UP TIME: 11:00am @ 12:00pm STARTING TIME: 7:30am ENDTIME: 10:30am RAIN DATE: N/A
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES NO N/A
ARE YOU SERVING FOOD: YES bagels and fruit NO

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING
STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

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

IS THE GROUP GOING TO SWIM? YES swim NO IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE
LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES Norwalk Beach NO
If yes, name of person(s) Richard Horlick Each group should have accessible a list with all the children's names that
are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: [Signature] DATE: 1/5/2016

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES NO N/A DATE:
COMMON COUNCIL APPROVAL: YES NO N/A DATE:
DIRECTOR'S SIGNATURE: [Signature] DATE:
(Signature required)

Date to Committee: 3/9/16
Entered into Calendar:
Deposit Received:
Insurance Received:
Entered into RecTrac:

FACILITY APPLICATION FORM

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Young Life
NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Scott Bradley

TITLE: Board member

YOUR NAME: Scott Bradley TITLE: Board member

ADDRESS: 9 Staples Court E-MAIL ADDRESS: redbrad1@yahoo.com

CITY: Norwalk STATE: CT ZIP CODE: 06855

HOME PHONE: 203-852-6764 BUSINESS PHONE: 212-345-4647 CELL PHONE: 203 829-5751

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach and tent area NUMBER OF PARTICIPANTS: 500

EVENT: 5k Splat Run DATE REQUESTED: 5/14/16

SET UP TIME: 6:00 AM STARTING TIME: 8:30 ENDTIME: 10:30 AM RAIN DATE: _____
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPT. *BOUNCING STRUCTURES; WATER DUNKING MACHINES; etc. REQUIRE A SEPARATE CERTIFICATE OF INSURANCE

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES NO
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES NO

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

IS THE GROUP GOING TO SWIM? YES _____ NO X IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES _____ NO X
If yes, name of person(S) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency.

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

APPLICANT'S SIGNATURE: Scott Bradley DATE: 2/4/16

FOR OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
COMMON COUNCIL APPROVAL: YES _____ NO _____ N/A _____ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
CITY HALL
125 EAST AVENUE
NORWALK, CT 06851

PHONE: 203-854-7806 FAX: 203-854-7869 Please see reverse
Signature required

Pol 5100.00

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL, P.O. Box 798
NORWALK, CONNECTICUT 06856-0798



TELEPHONE
(203) 854-7750
FAX: (203) 854-7901

May 2, 2011

Mr. Tyrone Martylewski
Caretaker's Cottage
Cranbury Park
360 Grumman Avenue
Norwalk, Connecticut 06851

RECEIVED

MAY 03 2011

RECREATION & PARKS

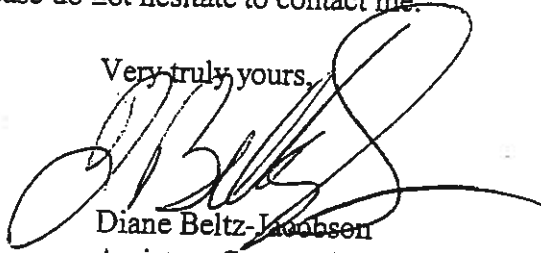
Re: Lease Agreement of Caretaker's Cottage - Cranbury Park

Dear Tyrone:

Enclosed is a fully executed copy of the Lease Agreement between you and the City of Norwalk relating to the above-captioned matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Diane Beltz-Jacobson
Assistant Corporation Counsel

ia
Enclosure

c: Michael Moccia, Director, Recreation & Parks (w/enclosure) ✓
Frederic Gilden, Comptroller (w/enclosure)

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
TYRONE MARTYLEWSKI
FOR
CARETAKER'S COTTAGE AT CRANBURY PARK

THIS RENTAL AGREEMENT, made this _____ day of _____, 2011, between the CITY OF NORWALK, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Richard A. Moccia, its Mayor, duly authorized, hereinafter called the LANDLORD, and TYRONE MARTYLEWSKI, of the City of Norwalk, County of Fairfield and State of Connecticut, hereinafter called the TENANT.

W I T N E S S E T H: that the LANDLORD has leased, and does hereby lease to the said TENANT, the following-described premises:

The caretaker's house, together with its immediate adjacent grounds and a right-of-way in, over and upon the driveway or roadway leading to the house for the purpose of gaining ingress to and egress from the house, hereinafter called the Premises, located at 360 Grumman Avenue, Cranbury Park, Norwalk, Connecticut (the Premises).

A. Term.

The term of this Lease shall be for five (5) years commencing effective the first day of July, 2010, and terminating on the thirtieth day of June, 2015.

B. Rent.

The rent for the first year shall consist of a monthly payment of ONE THOUSAND NINETY-EIGHT DOLLARS AND SEVENTY-SIX CENTS (\$1,098.76) payable in advance on the first day of July and each month thereafter, together with the rendering of personal services described in this Lease as "additional rent." The rent

for each successive year shall increase by 5 percent (5%) per annum as follows:

2011-2012	\$1,153.69	2015-16	1,271.93
2012-2013	1,211.37	2016-17	1,271.93
2013-2014	1,271.93	2017-18	1,271.93
2014-2015	1,335.52	2018-19	1,271.93
		2019-20	1,271.93

Additional Rent. The TENANT agrees that as additional rent, over and above that set forth above, he will, during his occupancy of the Premises, render the following services with regard to the Premises and the surrounding property, known as Cranbury Park (hereinafter the Park):

(1) TENANT shall at all times maintain the real property immediately adjoining the Caretaker's House in a neat and attractive condition in accordance with the LANDLORD's standards and requirements.

(2) TENANT shall be available at all times to receive notices from Sonitrol or any other similar warning system regarding the Park and shall take immediate steps to notify LANDLORD's designated representative of such notices and information as may be appropriate based upon the information received.

(3) TENANT shall be responsible for ensuring that the Park gates are open to the public by 8:00 a.m. of each day and that the Park is closed and secured at dusk each day during the term of this Lease in compliance with the Park schedule.

(4) TENANT shall periodically check the Park property and provide written work orders to the Recreation and Parks Department of the City of Norwalk detailing all maintenance problems needing correction. *Include lantern power for scrub, and locking the gate.*

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

TENANT shall submit semi-monthly reports of his time documenting the services rendered in the Park to the Director/Acting Director of the Recreation and Parks Department.

In the event that the TENANT is unable to personally perform any of the above services for reasons related to his health or physical condition or due to a temporary absence from the Premises not to exceed four (4) consecutive weeks at any time, he should so advise the LANDLORD as soon as practicable and shall arrange for an acceptable agent to perform such services in his absence or during his period of disability. The agent shall be agreeable to the LANDLORD and must have prior written authorization from the LANDLORD to perform the services. The TENANT shall at all times remain responsible for the quality of the performance by the agent.

IT IS FURTHER AGREED that a failure of the TENANT or his authorized agent to perform in a reasonably competent manner any of the services set forth above, shall constitute a breach of this Lease in the same manner and subject to the same penalties as non-payment of the monetary rent.

This Lease is further based upon the following covenants and conditions:

C. Tenant's Covenants. IT IS UNDERSTOOD AND AGREED by both parties hereto that as a condition of this Lease the TENANT shall be and remain employed on a full-time basis by the City of Norwalk. If at any time the TENANT's employment with the City of Norwalk ceases, then, thirty (30) days thereafter, this Lease shall terminate and the TENANT shall vacate the Premises and return them to the LANDLORD in good condition as stated herein. In such event, if, at the time of termination pursuant to this paragraph, any money is due and owing the City/LANDLORD under the

terms of this Lease, such money shall be deducted from any termination or severance pay to which the TENANT may be entitled without further authorization from the TENANT.

The TENANT covenants with the LANDLORD as follows: to lease the Premises for the sole use by the TENANT and his immediate family as a personal residence only; to ensure that no waste, nuisance or unlawful activity is committed on the Premises and that no person injures or misuses the same; to refrain from assigning this Lease or subletting any part of the Premises, or making any alterations therein without the prior written consent of the LANDLORD; and to deliver up the Premises at the expiration of this Lease or sooner termination of the tenancy in as good condition as they are now in, ordinary wear, damages by the elements excepted.

The TENANT agrees that the LANDLORD and its agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. The TENANT agrees to permit the LANDLORD and the LANDLORD's agents to show the Premises to persons wishing to lease or purchase the same; and the TENANT further agrees that the LANDLORD or its agents shall have the right to place notices on the front of the Premises, or any part thereof, offering the Premises "To Let" or "For Sale", and the TENANT hereby agrees to permit the same to remain thereon without hindrance or molestation.

TENANT shall procure and maintain at his own expense during the term of this Lease renter's insurance sufficient to

protect his personal belongings from theft or other loss or damage.

The TENANT shall comply with, and conform to all the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Norwalk so far as the Premises hereby leased are, or may be concerned; and to save the LANDLORD harmless from all fines, penalties and costs for any violation of or non-compliance with the same.

The TENANT shall be responsible for the cost of all utilities including electricity, gas and water, used and consumed on the Premises and for all other services, including heat, telephone and cable that the TENANT may desire. These expenses shall be paid for by the TENANT in addition to the rent hereinbefore provided.

TENANT further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other debris or obstructing material shall be permitted in or upon the Premises, and that nothing shall be done or omitted regarding the maintenance of the Premises, in violation of state and local laws, ordinances, zoning regulations and fire and building code requirements. The TENANT agrees to indemnify, defend and save the LANDLORD, its officers, agents, and employees harmless from and against any and all penalties, losses, damages, fines, suits and proceedings, including attorneys' fees, arising out of or related to the TENANT's violation of any such laws, ordinances, regulations or requirements.

D. Default and Termination.

If the rent shall remain unpaid five (5) days after it shall become payable as aforesaid, or if the TENANT shall assign this Lease, underlet or otherwise dispose of the whole or any

part of the Premises, use the same for any purpose but that hereinbefore authorized, make any alteration therein without the prior consent of the LANDLORD in writing, commit waste or suffer the same to be committed on the Premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation, expire and terminate, and the LANDLORD may, at any time thereafter, re-enter the Premises, and have and possess them as of LANDLORD's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the State of Connecticut General Statutes relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LANDLORD to recover such possession pursuant to said statutes, but that all rights to any such demand, or re-entry are hereby expressly waived by the TENANT. In such event, all rent due hereunder, together with all reasonable costs, including attorneys' fees, incurred by the LANDLORD in the enforcement of these provisions, shall become due and payable. The LANDLORD shall have all other rights and remedies as the law and equity now afford or may hereafter confer upon the LANDLORD. Such rights and remedies shall be cumulative.

AND IT IS FURTHER AGREED:

(1) That after any default of any of the covenants herein contained, the acceptance of rent or failure to re-enter by the LANDLORD, or failure by LANDLORD to hold the TENANT in default or breach shall not be held to be a waiver of the LANDLORD's remedies hereunder including the LANDLORD's right to terminate the Lease. The LANDLORD may at any time re-enter and take possession of the Premises the same as if no rent had been accepted after such default, and regardless of any failure on the

LANDLORD's part to re-enter or declare a default or breach. The acceptance by the LANDLORD of a lesser amount of rent than that due shall not be deemed to satisfy the TENANT's obligations hereunder. Such payment shall be applied to the earliest accruing obligation of the TENANT. No endorsement, statement or letter accompanying any check or payment shall be deemed to affect an accord and satisfaction. The LANDLORD may accept any such check or payment without prejudice to its right to recover the balance due, or to pursue any remedy provided at law, equity or in this Lease.

(2) The parties hereto may, by mutual agreement, terminate this Lease, provided that no less than fifteen (15) days prior written notice is given of the intention to do so; that such agreement to terminate shall be expressed in writing; and shall, upon its effective date, extinguish the rights and obligations hereto of both parties each to and from the other.

Based upon the mutual agreement of the parties hereto, whenever this Lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the TENANT hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

IT IS FURTHER AGREED that in case the building of which the Premises are a part shall be partly damaged by fire or otherwise, so that the Premises shall be untenable, this Lease, at the option of the LANDLORD, shall cease and terminate and the rent shall be pro-rated as of the date of termination. The LANDLORD shall be under no duty to repair the damage, or to restore the Premises to a tenable condition.

If the TENANT fails to deliver up the possession of the Premises at the expiration of this Lease,

lapse of time or by notice as herein provided, it is mutually agreed by the parties that the reasonable charge for the use of the Premises thereafter shall be ONE THOUSAND FOUR HUNDRED TWO DOLLARS AND THIRTY CENTS (\$1,402.30) per month. In such case TENANT shall hold the Premises upon the same terms and under the same covenants and agreements as are herein contained. No holding over by said TENANT shall operate to renew this Lease without such written consent of the LANDLORD.

This agreement with respect to the reasonable value of the use of the Premises is not intended to, nor shall it be construed as, establishing a new or extending an existing LANDLORD-TENANT relationship from and after the expiration of this Lease, and the LANDLORD may elect to pursue its remedies against the TENANT for failure to return the Premises.

E. Indemnification

The TENANT shall indemnify, defend and save the LANDLORD harmless from and against any and all liabilities, obligations, damages, penalties, claims, losses, financial costs and expenses, including reasonable attorneys' fees, related to, arising out of or in connection with (i) any breach by the TENANT, his agents, sublessees, guests, or invitees, of any covenant or condition of this Lease; (ii) any negligent, willful or wanton act or omission of the TENANT, his agents, sublessees, guests or invitees; (iii) TENANT's use and occupancy of the Premises; or (iv) the condition of the Premises or the Park area for which TENANT is responsible hereunder.

The TENANT's liability under this paragraph extends to the acts and omissions of any agent or employee, invitee, sub-tenant, guest, assignee, or licensee of the TENANT and any agent, contractor, employee, invitee or licensee of any sub-tenant, or

assignee. Neither the LANDLORD nor its agents shall be liable for damages to the TENANT or to any person claiming through the TENANT, nor shall rent be abated for injury to person or damage to or loss of property wherever located from any cause or for damage claimed for eviction, actual or constructive. This provision includes particularly but not exclusively all claims arising out of the condition of the Premises or any part thereof including appurtenances, equipment, furnishings, fixtures or apparatus located in or on the Premises. The TENANT agrees to pay all costs of the defense of any such claims, liabilities, obligations, damages, penalties, losses, and costs. The provisions of the foregoing paragraph shall survive the expiration or early termination of this Lease; shall not be limited by reason of any insurance coverage; and shall be separate and independent of any other provision or requirement of this Lease.

F. General Provisions.

The LANDLORD and its officers and agents shall not be liable for any damage to TENANT's property or that of TENANT's guests, licensees or invitees, caused by theft or otherwise, unless caused solely by the negligence of the LANDLORD, its agents, servants or employees.

The parties understand and agree that the TENANT has examined the Premises and accepts them in their present condition; that the Premises are rented "as is" at the time this Lease is executed; that the LANDLORD has made no representations as to the present or future condition of the Premises nor shall the LANDLORD be obligated to alter, repair, or improve the Premises in any way. However, all damage to the Premises, the surrounding Cranbury Park area, or the fixtures,

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856

equipment, systems and appurtenances in or upon the Premises or Cranbury Park area, caused in whole or in part by or resulting from any omission, negligence or act by the TENANT, his agents, invitees or licensees shall be repaired promptly by the TENANT at his sole cost and expense to the satisfaction of the LANDLORD. If the TENANT fails to make any such repairs after thirty (30) days, the LANDLORD may have the repairs made and charge the TENANT for the cost thereof as additional rent payable within thirty (30) days.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease in four (4) counterparts, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Sally Drina
1-1-1974

CITY OF NORWALK

By: Richard A. Moccia
Its Mayor
Duly Authorized

Barbara B. Lucia
Nora M. [Signature]

Tyrone Martylewski
Tyrone Martylewski

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

On this 2nd day of May, 2011, before me, the undersigned officer, personally appeared RICHARD A. MOCCIA, who acknowledged himself to be the Mayor of the CITY OF NORWALK, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand.

Irene Alarcon
Commissioner of Superior Court
Notary Public

IRENE ALARCON
NOTARY PUBLIC
COMMISSION EXPIRES JAN. 31, 2012

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

On this 28th day of April, 2011, before me, the undersigned officer, personally appeared TYRONE MARTYLEWSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand.

Irene Alarcon
Commissioner of Superior Court
Notary Public

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: [Signature]

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06856



Connecticut Department
of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

February 8, 2016

Mr. Michael Griffin
Supervisor
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Re: **Operation and Maintenance of a Land Based MSDF and Pumpout Boat** *Station*

Dear Mr. Griffin:

Enclosed for signature are 2 copies of a contract between City of Norwalk and the Department of Energy and Environmental Protection providing funding for the above referenced project. Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$7,198.50 and will be in effect from contract execution through December 31, 2016.

For timely contract approval, we request that the attached documents be returned no later than **February 22, 2016**.

We appreciate your cooperation and assistance. If you have any questions or problems regarding the contract approval process, please feel free to contact me at (860) 447-4353. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Kate Brown at (860) 447-4340.

Since the invoicing for the program has changed, DEEP will provide training to simplify the transition to use of the new forms. Connecticut Marine Trades Association has graciously agreed to host a training event on December 1, 2015. Additionally, training will be provided at the pumpout boat operators meeting that will be held at DEEP Marine Headquarters March 30, 2016. We will schedule the training so that you can attend either meeting. Please save the date for one training session and we will follow up with more information.

Sincerely,

Miraflor M. Powe
Miraflor M. Powe
DEEP - Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

MP/mp
enclosures

Contract

Processing Instructions

CHRO Contract Compliance Monitoring Report Forms (if over \$4,000)

DUNS Number Verification Form (required for subrecipients of certain federal funds - contact Grants Management staff for guidance)

Processing Instructions

1. Obtain a **Nondiscrimination Certification** (not required for governmental entities) attesting that you or your company have adopted a policy which supports the nondiscrimination policies included in CGS Sec. 4a-60 and 4a-60a as amended. A copy of the form is attached and is also available in electronic format from the following website http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.
2. In accordance with CHRO Regulations, contracts in excess of \$4,000.00 require completion and submission of certain Contract Compliance paperwork by the Contractor. Before we can release payment on the contract, this paperwork must be completed and submitted to DEEP. In certain cases CHRO requires pre-approval of an Affirmative Action Plan prior to execution of a contract.

Contract Amount	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE's, as applic.	Affirmative Action Plan Required	CHRO Requires <u>Pre Approval</u> of Affirmative Action Plan
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

Electronic versions of all of the CHRO Contract Compliance Forms are available on-line at: by navigating to *Contract Compliance* then *Contract Compliance Forms* from the following link: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

Return the contract in its and CHRO paperwork as soon as possible in order to obtain the remaining state approvals.

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME City of Norwalk		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 125 East Avenue, Norwalk, CT 06851		
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127		
			CONTRACTOR FEIN/SSN 06-6011881
	(6) Dept No. DEP43000		

CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) 12/31/16	(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of three pages numbered A-1 through A-3 inclusive.

Page 1 of 8

Standard Terms and Conditions are contained in Pages 2 through 8 and are attached hereto and made a part hereof.

Operation and Maintenance Costs Associated with a Land Based MSDF

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page(s) numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$7,198.50.

(11) OBLIGATED AMOUNT \$7,198.50											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$7,198.50	DEP44434	12060	20954	64012	DEPA00002007107	155058	2016				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

STANDARD TERMS AND CONDITIONS

(Rev. 7-20-15)

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
 - (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
 - (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
 12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
 13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General

- Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
14. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
 17. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
 18. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
 19. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives

- the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 21. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
 22. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 23. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 24. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
 25. Protection of State Confidential Information.
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

- 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
28. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
29. Discharge of sewage to waters of the state. In accordance with Section 22a-430-3(k) of the Regulations of Connecticut State Agencies, within two hours of any discharge of sewage from a pumpout facility to a water of the state or to the ground, the owner or operator of such facility shall report such discharge to the Director of the Permitting, Enforcement and Remediation Division of the DEEP during normal business hours at (860) 424-3018, to the Department's Emergency Response Unit at all other times at (860) 424-3338, and to the Director of Health in each affected municipality.

30. **Registration for DEEP Stormwater General Permit.** If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.
31. **Sale of Docking Facility.** The owner or operator of a docking facility to receive grant funds will, if the docking facility is to be sold, and upon sale of the docking facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.
32. **Title to Equipment.** Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 43 CFR Part 12.12.71.
33. **Non-Federal Match Documentation.** The Contractor shall contribute at least 25% of the Total Project Cost as cost sharing or non-federal match. Such cost sharing or match may be provided as cash costs or third party in-kind services provided such services are reasonable and necessary for grant purposes. Allowability of any cost sharing or match shall be determined in accordance with 2 CFR Part 215, Part 220, Part 225, or Part 230 as applicable. The Contractor shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 43 CFR, Part 12 Subpart C, Section 12.64 (b) (6). The Contractor shall submit a summary of the valuation to DEEP.
34. **Program Income.** Income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period is defined as program income per 43 CFR Part 12, Subpart C, Section 12.65 "Uniform Administrative Requirements For Grants and Cooperative Agreements to State and Local Governments" and 43 CFR Part 12, Subpart F, Section 12.924 "Uniform Administrative Requirements For Grants And Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations". Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the subgrantee did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.
35. **Allowable Costs.** All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable, meaning that the costs must conform to specific federal requirements (50 CFR Part 85 Subpart D Section 85.41, 43 CFR, Subpart C Sections 12.60(b) and 12.62; OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133 as applicable). In addition, costs must be well documented. CFRs and OMB circulars are located at the following websites:
<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>
<http://www.gpo.gov/fdsys/pkg/CFR-2004-title43-vol1/pdf/CFR-2004-title43-vol1-part12.pdf>
<http://www.gpo.gov/fdsys/pkg/CFR-2001-title50-vol1/pdf/CFR-2001-title50-vol1-part85.pdf>
36. **Entertainment Costs.** In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonies, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.
37. **Contract Work Hours and Safety Standards Act.** If this Contract funds construction that exceed \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <http://www.dol.gov/dol/compliance/comp-dbra.htm>.
38. **Suspension and Debarment.** The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at <http://epls.arnet.gov/>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
39. **Copeland "Anti-Kickback" Act.** (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding

funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.

40. Certifications Regarding Lobbying. Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:

- a. The awarding of any Federal contract.
- b. The making of any Federal grant.
- c. The making of any Federal loan.
- d. The entering into of any cooperative agreement.
- e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.

41. Drug Free Workplace. The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43. Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
- b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
- c. Identify all known workplaces under its Federal awards (Sec. 43.230).

42. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).

43. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.

44. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Purpose: To operate and maintain, in good operating condition, a land based Marine Sewage Disposal Facility (MSDF) at no cost to the public at the City of Norwalk's Veteran's Park Boating Center located in Norwalk, CT for the 2016 calendar year boating season.

Description:

The owner or operator of City of Norwalk (the Contractor) shall operate and maintain, on Norwalk Harbor, a stationary Marine Sewage Disposal Facility (MSDF) which shall include: providing trained staff to run the MSDF, maintaining the MSDF in good operating condition, properly disposing of waste, supplies, conducting routine repairs, and operating the MSDF during normal business hours.

1. **Operation and Maintenance of pumpout/dump stations:** The Contractor shall operate and maintain the pumpout and dump stations constructed, renovated, operated, or maintained with such grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such operation shall include having trained personnel available to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance. Reimbursable labor costs must include only the actual time spent operating, maintaining or repairing the MSDF.
2. **Budget:** The Contractor shall adhere to the budget which is included in this Contract (see Appendix C). If the Contractor would like to change or add additional funds to the original budget, such request must be sent in writing to Kate Brown. Department of Energy and Environmental Protection (DEEP) shall determine the availability of funding to cover the additional project components and notify the Contractor of such availability.
3. **Public access to pumpout/dump stations:** The Contractor shall allow all recreational vessels access to and service at pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds, for the full period of their useful life. The MSDF must continue to be located such that it is reasonably available to transient boats of sufficient size to be equipped with holding tanks. Relocation of pumpouts may not occur without written authorization of the DEEP.
4. **Signs and symbols:** The Contractor shall install and/or maintain signs provided by the (DEEP) in a manner to be clearly visible and to direct boaters entering such facility to pumpout and dump stations. Appropriate information signs, provided by the Contractor, shall be installed and/or maintained at pumpout and dump stations indicating restrictions, hours of operation, operating instructions (if applicable), and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility is operated and maintained with funds provided by the Connecticut Department of Energy and Environmental Protection, authorized by the Federal Clean Vessel Act."
5. **ADA Publication Statement:**

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. **Fee charges for use of facilities:** The Contractor may not charge a fee for each use of the pumpout and dump stations constructed, renovated, operated or maintained with such grants funds. The Contractor shall make a good faith effort to promote use of the pumpout/dump stations constructed, renovated, operated, or maintained with such grant funds, and is encouraged to include as part of this promotion the provision of free pumpout service. A fee shall not be charged without the prior approval of the DEEP.
7. **Records:** The Contractor shall maintain written records of the use and maintenance of the pumpout and dump stations constructed, renovated, operated, or maintained with these grant funds over the full period of their useful life. Such records shall include date, day of week, and number of gallons pumped for each use of the pumpout station; date and description of maintenance conducted; and the date, volume of sewage removed from a storage tank, the identity of the person(s) that removes and transports such sewage, and the identity and location of the facility to which such sewage was transported (See Appendix D). Such records shall be available to the DEEP promptly upon request.
 - a. The Contractor shall submit the records (See Appendix D) and invoice (See Appendix E) to the DEEP no later than January 15, 2017. During the period of this contract and any amendment thereto, such records shall also include a summary of payroll records documenting operations & maintenance activities.

- b. Following expiration of this contract or any amendment thereto, the Contractor shall submit the records (See Appendix D) annually on or before December 31 in each year of the useful life of the pumpout station.
- c. **Extensions/Amendments:** Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
 - a) revisions to the maximum contract payment,
 - b) the total unit cost of service,
 - c) the contract's objectives, services, or plan,
 - d) due dates for reports,
 - e) completion of objectives or services, and
 - f) any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

- 8. **Porta-potty dump stations:** The Contractor shall not allow land-based restrooms to be used for the emptying of portable toilets.
- 9. **Pumpout equipment:** All pumpout and dump station locations shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system (see Disposal of vessel sewage, below).
- 10. **Disposal of vessel sewage:** The Contractor shall (1) obtain and maintain approval for the increased flow of sewage to a publicly-owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or (2) obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing pumpout facility waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local Health Department and the Connecticut Department of Public Health. The MSDF must be used for the collection of boat sewage only (no bilge or oily waste shall be collected).
- 11. **Compliance with statutes, regulations and permit requirements:** The Contractor shall maintain compliance with all relevant statutes, regulations and permit requirements. The Commissioner of the DEEP has the right to withhold funds if the MSDF is found to be out of compliance with such statutes, regulations or permit requirements.
- 12. **Hours of Operation:** The Contractor shall operate the MSDF during normal hours of operation of the marina, from April 1st through October 31st, seven day a week and twenty-four hours a day, unless the DEEP provides written permission specifically allowing otherwise, in response to a written request by the Contractor. Hours of operation must be clearly posted on a sign at the pumpout facility location.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is seven thousand one hundred ninety-eight dollars and fifty cents (\$7,198.50).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. The contractor will be responsible to ensure correct Invoice Form A (cash and non-cash) or Form B (cash only). Form A and Form B can be found on Appendix E.
- b. Reimbursement Amount shall be released following DEEP's receipt and approval of expenditure invoices submitted on Form A (Appendix E) or Form B (Appendix E) attached hereto.
- c. Following completion of each year's boating season, but not later than December 15th of each year, the Contractor shall submit such documentation to:

Kate Brown
DEEP – Boating Division
P.O. Box 280, 333 Ferry Road
Old Lyme, CT 06371-0280

The DEEP shall review the Logs and Invoices and may, at its discretion, deny or reduce payment to the Contractor if the Logs or Invoice contains insufficient information or erroneous data. Expenses incurred prior to January 1, 2016 or contract execution (whichever comes later) will not be reimbursed nor can they be calculated as match toward the Reimbursement Amount.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Department of Energy and Environmental Protection" within 90 days of the Contract expiration date.

APPENDIX C
BUDGET INFORMATION
OPERATION AND MAINTENANCE
ASSOCIATED WITH A LAND BASED
MARINE SEWAGE DISPOSAL FACILITY (MSDF)

Budget Information

Contract/PSA #:

PO #:

Vendor Name:

City of Norwalk

Program:

CVA

Contract Period:

Please select/check only one Award Type:

Check "x" Below

☒ Operation and Maintenance Costs Associated with a Land Based MSDF

Operation and Maintenance Costs Associated with a Pumpout Vessel

Construction/Purchase/Installation of a New MSDF or Repair or Upgrade of an Existing MSDF (including purchase

Cost Categories	Funding Awarded (Federal Share) 75% of Total Budget	Match Budget (Non-Federal Share) 25% of Total Budget	Total Budget
Personnel:			
Administrative	\$ -	\$ -	\$ -
Program	\$ 5,211.00	\$ 1,737.00	\$ 6,948.00
Contractual	\$ -	\$ -	\$ -
Operating	\$ -	\$ -	\$ -
Boat Expenses	\$ -	\$ -	\$ -
Equipment (including repairs & upgrades/purchases)	\$ -	\$ -	\$ -
Sewage Waste Removal	\$ -	\$ -	\$ -
Supplies	\$ 1,987.50	\$ 662.50	\$ 2,650.00
Construction/Installation Costs	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Grand Total	\$ 7,198.50	\$ 2,399.50	\$ 9,598.00

APPENDIX D

MSDF USE LOG

Facility Name: _____

Boating Season: _____

Page ____ of ____

[illegible]

Facility Name: _____
Boating Season: _____
Page _____ of _____

Boating Season: _____
Page _____ of _____

Page _____ of _____

[illegible]

MSDF DISPOSAL LOG

MSDF DISPOSAL LOG

Facility Name: _____
Boating Season: _____
Page _____ of _____

Boating Season: _____
Page _____ of _____

Page _____ of _____

[illegible]

APPENDIX E MARINE SEWAGE DISPOSAL FACILITY (MSDF) OPERATION/MAINTENANCE INVOICE

CVA Billing Form A

*Programs that have both cash and non-cash expenses please use Form A.
If preferred, this form can be completed electronically or handwritten.

Contract/PSA #: _____ O Request #: _____
Vendor Name: City of Norwalk Award Type: Operation and Maintenance Costs Associated with a Land Based MSDF
Period Through: _____ Invoice Date: _____

Form Terms:

1. Cash - Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.
1. Non-Cash - Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.

INSTRUCTIONS:

Handwritten Submissions:

1. If submitted as a handwritten form, ONLY the "INPUT" columns of Sections 1 and 2, and Section 5 are required for your completion. The final reimbursement amount will be calculated by DEEP.
2. Mail a signed hard copy of this form to Kate Brown [see address below] along with supporting documentation.

Electronic Submissions:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your DEEP Executed Contract for CVA activity.

1. Please Input in Column "B" ONLY to provide the total cost, per cost category, that you wish to be considered for reimbursement.

Please attach supporting documentation.

[Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract. The form will calculate both the Match and Federal Share of expenses for all cash transactions by cost category.]

Section 2: Expense Report - Non-Cash - This section is to be used to report non-cash transactions.

1. Using Column "A", please list the non-cash goods/services received. If you need more rows, please attach another form listing your additional non-cash items.)
2. Using Column "B", please enter the value of the respective good/service listed in Column "A".

Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (this may be attached,) along with the dates the goods/services were received.

*If preferred, you may enter the total value of all non-cash transactions on one row. Please be sure to attach the appropriate supporting detail.

Once Sections 1-2 are complete, your reimbursement amount will calculate automatically. If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 3: Budget Report - This section provides you with the budget of your contract and remaining balances based on current and previous reimbursement amounts. There is no need to enter anything into this section. Data will calculate automatically based on your entries from Sections 1-2 and DEEP's entries (if any) on the "Prior Reimbursements" tab of the excel file provided.

Section 4: Contract Budget Summary - This section summarizes all financial activity completed in Sections 1-3. The purpose of the contract budget summary is to compare expenses with approved budgets for the total federal expenses paid, and match contributions incurred for both cash and non-cash items. Once Sections 1-3 are completely filled out, all financial activity will be summarized accordingly in Section 4. Therefore, there is no need to enter anything into this section, it will calculate automatically.

Section 5: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-5, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
Tp) 860.447.4340
Tf) 860.434.3501

SECTION 1: Expense Report - Cash

Input Sheet: Please Provide Info below in Column B		Analysis of Allocable CVA Share (FOR DEEP USE ONLY)				Adjustment(s) (FOR DEEP USE ONLY)	
Column A	INPUT Column B	Column C	Column D	Column E	Column F	Column G	Column H
	Please Enter Total Cost per Cost Category Below	Formula - DO NOT INPUT (= Col. B)	Formula - DO NOT INPUT (Col. D * 25%)	Formula - DO NOT INPUT (Col. D * 75%)		For DEEP Use Only - DO NOT INPUT	For DEEP Use Only - DO NOT INPUT
Cost Category	Total Costs	Total Costs	Match	Fed Share Reimbursement		Match adjustment(s) based on additional Non-Cash Transactions	Federal Share Reimbursement adjustment(s) based on Non-Cash Transactions
Cash Costs:							
Administrative Personnel							
Current Request - Personnel:							
Program Personnel							
Current Request:							
Contractual							
Current Request:							
Operating							
Current Request:							
Boat Expenses							
Current Request:							
Equipment (including repairs & upgrades/purchases)							
Current Request:							
Sewage Waste Removal							
Current Request:							
Supplies							
Current Request:							
Construction/Installation Costs							
Current Request:							
Other							
Current Request:							
Subtotal Cash Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION 2: Expense Report - Non-Cash

Input Sheet: Please Provide Info below in Columns A and B		(FOR DEEP USE ONLY)				(FOR DEEP USE ONLY)	
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H
Non-Cash Transactions:		Allocation of Non-Cash Transactions:					
Description of Non-Cash Items / Date Received	Total Non-Cash Match	Total	Match	Federal			
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Non-Cash Transactions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total Cash and Non-Cash Transactions							
Notes:		Calculation of Reimbursement					
1. Non-cash transactions include donated material goods or volunteered time to provide services in support of CVA sponsored contract activities.		Total Costs		\$ -			
2. Non-cash items can be reported as match, however, per federal regulations, they are not reimbursable. The federal cost share reimbursement must only be for cash expenses.		Proposed Fed Share Based on 75% of Total Costs		\$ -			
		Actual Federal Reimbursement not to Exceed		\$ -			
		Total Cash Costs		\$ -			
		Reimbursement Amount		\$ -			

**SECTION 3: Budget Report
(FOR DEEP USE ONLY)**

	Total Budget	Match Budget	Prior Cumulative Match Billing	Current Match Billing	Total Match Billings Reported	Remaining Match Balance	Federal Budget	Prior Cumulative Federal Billing	Current Federal Billing	Total Federal Billings Reported	Remaining Federal Balance	Total Remaining Balance
Cash Costs:	\$ 9,598.00	\$ 2,399.50	\$ -	\$ -	\$ -	\$ -	\$ 7,198.50	\$ -	\$ -	\$ -	\$ -	\$ -
Non-Cash Costs:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ 9,598.00	\$ 2,399.50	\$ -	\$ -	\$ -	\$ -	\$ 7,198.50	\$ -	\$ -	\$ -	\$ -	\$ -

**SECTION 4: Contract Budget Summary
(FOR DEEP USE ONLY)**

	Non-Cash Match	Cash Match	Total Match	Federal Share - Cash	Total Reported
(A) Contract Budget	\$ -	\$ 2,399.50	\$ 2,399.50	\$ 7,198.50	\$ 9,598.00
(B) Prior Cumulative Billing	\$ -	\$ -	\$ -	\$ -	\$ -
(C) Current Bill	\$ -	\$ -	\$ -	\$ -	\$ -
(D) Total Reported per Above	\$ -	\$ -	\$ -	\$ -	\$ -
(E) Remaining Balance (A-D)	\$ -	\$ 2,399.50	\$ 2,399.50	\$ 7,198.50	\$ 9,598.00
Collective Cost Share %					

SECTION 5: Certification

Notwithstanding, funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, abuse, or misuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- The form is complete and accurate.
- All reported costs and expenses were used solely for allowable costs and expenses.
- All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date

CVA Billing Form B

This form is to be used for programs with cash expenses only. Programs that have both cash and non-cash expenses please use Form A. If preferred, this form can be completed electronically or handwritten.

Contract/PSA #: 0

Request #:

Vendor Name: City of Norwalk

Award Type: Operation and Maintenance Costs Associated with a Land Based Asset

Period Through:

Invoice Date:

INSTRUCTIONS:

Section 1: Expense Report - Cash - This section is to be used to reimburse contractors for approved CVA expenses incurred and paid for according to your OEEP Executed Contract for CVA activity.

1. Please Input in Column "C" ONLY to provide the total cost per cost category that you wish to be considered for reimbursement. Please attach supporting documentation.

(Only expenses for cash transactions can be reimbursed using federal funding according to your approved budget. Expenses should be summed by Cost Category and entered on the form consistent with the approved budget line items contained in your executed contract.)

(Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.)

Once Section 1 is complete, your reimbursement amount will calculate automatically (if you enter total costs in the electronic, excel version of the form). If your reimbursement amount causes your cumulative reimbursements to exceed your federal budget, that excess amount will be applied to your match share.

Section 2: Certification -

1. Please read, sign and date this section.

ONCE YOU HAVE COMPLETED SECTIONS 1-2, PLEASE EMAIL THIS FORM TO KATE BROWN AT KATE.BROWN@CT.GOV. PLEASE THEN PRINT AND ATTACH SUPPORTING DOCUMENTATION, WHICH CAN BE SENT TO:

Kate Hughes Brown
Navigation and Boating Infrastructure Unit, Boating Division
Department of Energy and Environmental Protection
333 Ferry Road, P.O. Box 280
Old Lyme, CT 06371
Tel: 860.447.4340
Fax: 860.434.3501

(If submitting a handwritten copy of this form, simply complete sections 1-2, attach supporting documentation, and mail to the address above.)

SECTION 1: Expense Report - Cash

Column A	Column B	Column C										
Budget	Cost Category	Please Enter Total Cost per Cost Category Below										
	Cash Costs:	Total Costs										
\$0.00	<u>Administrative Personnel</u>											
	Current Request:											
\$6,948.00	<u>Program Personnel</u>											
	Current Request:											
\$0.00	<u>Contractual</u>											
	Current Request:											
\$0.00	<u>Operating</u>											
	Current Request:											
\$0.00	<u>Boat Expenses</u>											
	Current Request:											
\$0.00	<u>Equipment (including repairs & upgrades/purchases)</u>											
	Current Request:											
\$0.00	<u>Sewage Waste Removal</u>											
	Current Request:											
\$2,650.00	<u>Supplies</u>											
	Current Request:											
\$0.00	<u>Construction/Installation Costs</u>											
	Current Request:											
\$0.00	<u>Other</u>											
	Current Request:											
Total Budget	Total Cash Costs	\$ -										
\$9,598.00												
<table border="1"> <tr> <td>Total Cash Costs</td> <td>\$ -</td> </tr> <tr> <td>Match Share</td> <td></td> </tr> <tr> <td>(Total Match Costs)</td> <td>\$ -</td> </tr> <tr> <td>Reimbursement Amount</td> <td></td> </tr> <tr> <td>(Total Federal Costs)</td> <td>\$ -</td> </tr> </table>			Total Cash Costs	\$ -	Match Share		(Total Match Costs)	\$ -	Reimbursement Amount		(Total Federal Costs)	\$ -
Total Cash Costs	\$ -											
Match Share												
(Total Match Costs)	\$ -											
Reimbursement Amount												
(Total Federal Costs)	\$ -											

SECTION 2: Certification

Certification. Funding provided through your Contract is sourced through the U.S. Fish and Wildlife Service, Clean Vessel Act Program, administered through Connecticut's Department of Energy and Environmental Protection - Boating Division. Funds awarded are restricted to be used solely for allowable costs and expenses as identified per the terms of your Contract.

Any funding provided under the terms of your Contract are subject to audit and investigation by the Office of the Inspector General (OIG) and the State of Connecticut Attorney General's Office (AG), as well as Connecticut's Department of Energy and Environmental Protection (DEEP). Any instances of potential fraud, waste, theft or abuse will be reported by DEEP to the OIG and the AG's office for investigation and prosecution.

Upon submission of your reimbursement request, the Contractor shall affirm, by signing the form on the signature line provided, all of the following:

- a) The form is complete and accurate.
- b) All reported costs and expenses were used solely for allowable costs and expenses.
- c) All reported costs and expenses are supported with original receipts, invoices or other supporting documentation.
- d) There have been no instances of fraud, theft, waste, abuse, mismanagement or misconduct regarding the funds provided through this Contract.

Print Name and Title of Authorized
Representative

Signature of Authorized Representative

Date

Signature of DEEP Authorized Representative

Date



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions, transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contract information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Please complete pages 3 through 5

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page)) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___ - Bidder is certified as above by State of CT Yes ___ No ___
Bidder Parent Company (If any)	
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes ___ No ___

PART IV - Bidder Employment Information

Date: _____

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

DUNS Number Verification

As we are receiving federal monies through a contract with the Connecticut Department of Energy and Environmental Protection, and it's a requirement by Federal Agencies to retain a record of DUNS numbers of all recipients of federal funding, I hereby certify that the following information is accurate.

Legal Contractor Name:	
Address:	
Note any changes to name or address here:	

DUNS Number:

Telephone:

Name and Title:

Date:

Signature

Mocciae, Mike

From: Foley, Gerald
Sent: Thursday, February 25, 2016 2:35 PM
To: Mocciae, Mike
Cc: Hughes, Ken; 'Tom Tavella'
Subject: Bid Summary Information posted - Bid #3659 - Ina Clark Community Gardens Improvements - San Vincenzo Place, Norwalk, CT 06854
Attachments: Sum3659.pdf

Mike:

Good afternoon.

As you may recall, the deadline for the submission of bids for this solicitation was 2:00PM today.

A total of seven (7) bid submissions were received for this solicitation.

Bid submission materials were received from:

	CONTRACTORS
1.	Carjen Fence Co., Inc.
2.	Deering Construction, Inc
3.	Diversified Contractors, LLC
4.	G. Pic & Sons Construction Co.
5.	Grasshopper Lawns, Inc.
6.	NAC Industries, Inc
7.	Probuilt Designs, LLC.

Attached for your files is a copy of the response summary sheet information for this solicitation effort.

Additionally, a copy of the response summary sheet information has been posted to the City's website.

For your convenience, I have also provided you with the web link to this response summary sheet document, as well as web links to the other documents associated with this bid solicitation, below.

Finally, copies of the bid submissions received for this solicitation are being assembled and shall be sent to your office via interoffice mail for your review shortly.

Please let me know if you have any questions.

Thank you,

Gerald J. Foley
Purchasing Agent
City of Norwalk, Connecticut
203.854.7892 office
203.854.7817 fax
GFoley@Norwalkct.org

Link to Bid Summary Sheet document:

<http://www.norwalkct.org/DocumentCenter/View/9119>

Link to Bid Addendum document:

<http://www.norwalkct.org/DocumentCenter/View/9088>

Link to Bid Solicitation document:

<http://www.norwalkct.org/DocumentCenter/View/9027>

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February 25, 2016

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY – PROJECT #3659
Ina Clark Community Gardens Improvements
Ina Clark Community Gardens, San Vincenzo Place, Norwalk, CT

Thank you for your response to our Request for Bid submissions. The following is a summary of the submitted bids for this project.

	Firms	LUMP SUM TOTAL
1.	Carjen Fence Co., Inc.	\$113,000.00
2.	Deering Construction, Inc	\$116,000.00
3.	Diversified Contractors, LLc	\$ 95,000.00
4.	G. Pic & Sons Construction Co.	\$134,000.00
5.	Grasshopper Lawns, Inc.	\$138,372.00
6.	NAC Industries, Inc	\$180,000.00
7.	Probuilt Designs, LLc.	\$ 97,200.00

Mocciae, Mike

From: Alex Upchurch [aupchurch@perq.com]
Sent: Wednesday, March 02, 2016 1:21 PM
To: Mocciae, Mike
Cc: Dan.Dagostino@goape.com
Subject: GO APE and Eagle Creek Park Foundation

Mr. Mike Mocciae,

Recently we were contacted by Dan D'Agostino of Go Ape to provide feedback on the Go Ape facility which was installed in Eagle Creek Park.

Our Mission: "The Eagle Creek Park Foundation provides volunteer and financial support to promote, preserve, protect and enhance Eagle Creek Park". We have a separate sub-committee, the Citizens Advisory Committee, which is tasked with providing input to Indy Parks management on a variety of environmental and public use issues confronting Eagle Creek Park.

After Go Ape contacted Indy Parks Management, the Citizens Advisory Committee (CAC) was asked to evaluate the installation of a Go Ape facility in Eagle Creek Park. As members of the CAC we participated in the evaluation which included Go Ape materials prior to the presentation, a through presentation and ample opportunity for questions in which all our concerns were addressed. We then walked the proposed installation area and were able to ask additional questions. After the presentation, the CAC voted unanimously to go forward with the Go Ape facility.

We couldn't be more pleased with our decision, the Go Ape facility has been a huge success for Eagle Creek Park and the city of Indianapolis. That doesn't mean that there haven't been some citizens that were initially against it (and some still are but they are a very small minority). Some people are against any type of development in the park and want to keep it as a pristine nature preserve.

The Go Ape facility was professionally installed with a minimum of environmental impact. It blends in nicely with the environment and all of the materials and equipment used are top of the line with an obvious focus on the safety of the customers and a minimum negative environmental impact.

One of the most compelling reasons for adding the facility to the park was to provide a draw for younger folks to use the park, the 15 to 30 year old demographic. It's obvious that more and more of our youth spend their time playing video games and surfing the internet and that the more sedentary lifestyles are leading to an epidemic of obesity. We need compelling reasons for getting people outdoors and active. Go Ape has met and exceeded our expectations, we set record attendance in the park this year and Go Ape is a very big part of the reason why.

Go Ape has also been a very positive Corporate Citizen and partner. They have provided environmental signage around the facility and are creating additional materials that include local information. They have given discounts to local groups including the Eagle Creek Park Foundation and have even provided a fundraising weekend for the Foundation. Go Ape employees have volunteered for the park to help with our Rubbish Busters, volunteers that work to pick up trash in and around the park. They have assisted in treating area ash trees for emerald ash borer.

Overall Go Ape has exceeded our expectations and overcome any potential negatives that we had. They have brought in several thousand people to Eagle Creek Park who would not have otherwise visited. They have done so in a safe and environmentally friendly manner. This has brought additional funds into the park and provided an excellent exercise and entertainment opportunity to our community.

We enthusiastically support their addition to new communities throughout the US as a positive exercise option and revenue resource to our parks.

If you have any addition questions feel free to e-mail us.

Alex Upchurch

President

Eagle Creek Park Foundation

www.eaglecreekpark.org

7840 W 56th St

Indianapolis, IN 46254-9607

Work: 317.715-5721

Mobile: 317.752.5047

Sam Chambers

Eagle Creek Park Foundation Administrator

7840 W. 56th St.

Indianapolis, IN 46254-9607

317-327-7116

Eagle Creek Park Foundation

Comments on Zip Line Proposal to the Recreation & Parks Committee

Submitted by Mark Berns, President, Friends of Cranbury Park

Council Members,

I'm writing to express my support and that of the Friends of Cranbury Park board of directors for the Go Ape proposal for a zip line and ropes course at Cranbury Park.

I understand the park neighbors' concerns about the potential for noise and traffic. I also share other park-goers' concerns about the impact on the ecosystem and the added activity that will make walking in the south end of the park different than it has been in the past.

However, we are impressed with Go Ape's reputation and their thoughtful answers to questions raised at previous meetings. It's clear that they value nature and are focused on doing as little damage to the environment as possible and on being good neighbors. We also know that Mike Moccia has only the best interests of the park and park-goers in mind as he tries to find ways to offset the rising costs and shrinking budgets that recreation departments face everywhere.

Questions remain to be answered, as I've state previously. In particular, the specifics on the course layout and Go Ape's commitment to continuing activities supporting the rest of the park. Also the specific details around the plan's financial benefits to the city.

That said, the Friends of Cranbury Park expects to be directly involved in finalizing those plans to ensure that both the park ecosystem and the park's character are protected. Based on that expectation, we support the concept and urge you to move the proposal forward.

Let's find ways to address the concerns of a few people while supporting the needs of the broader community of people who want to see the park flourish.

Respectfully,

Mark Berns

President, Friends of Cranbury Park

25 Buckingham Place

Norwalk, CT 06851

Phone: 203-247-6369

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2016-17

	2015 Department Fees	2016-17 Department Recommendation	2016-17 Committee Recommendation
VETERANS PARK LAUNCHING RAMPS			
Resident Boat Stickers(Unlimited Launches)	\$25.00 / \$20.00 Seniors 66 & Over	\$25.00 / \$20.00 Seniors 66 & Over	
Non Resident Launches(Weekdays)	\$20.00	\$20.00	
Non Resident Launches(Weekends & Holidays)	\$25.00	\$25.00	
Non Resident Launch Stickers	\$140.00	\$140.00	
	(Unlimited Launches)	(Unlimited Launches)	
VETERAN'S PARK MARINA			
Residents under age 66	\$42.00 P/F	\$42.00 P/F	
Residents/Non Residents age 66 and over	\$35.00 P/F	\$35.00 P/F	
Non Residents	\$42.00 P/F	\$42.00 P/F	
Dinghies (Senior Residents & Non-Residents)	\$29.00 P/F	\$29.00 P/F	
Dinghies (All Others)	\$35.00 P/F	\$35.00 P/F	
VETERAN'S PARK VISITOR'S DOCKS AND MOORINGS			
Day Block 8:00 AM - 4:00 PM	\$ 1.00 P/F	\$ 1.00 P/F	\$ 1.00 P/F
Night Block 4:00 PM - 12:00 AM	\$ 1.00 P/F	\$ 1.00 P/F	\$ 1.00 P/F
Overnight Block 12:00 AM - 8:00 AM	\$ 1.00 P/F	\$ 1.00 P/F	\$ 1.00 P/F
Commercial Cruise Operators	\$3.00 P/F anytime	\$3.00 P/F anytime	\$3.00 P/F anytime
Parking for Cruise Operators	\$5.00 per vehicle	\$5.00 per vehicle	\$5.00 per vehicle
PARK STICKER FEES			
Residents			
Landlock Town Stickers	\$175.00	\$175.00	\$175.00
Non Resident Off Peak Stickers	\$50.00	\$50.00	\$50.00
Non Resident Parking (Weekdays)	\$25.00	\$25.00	\$25.00
Non Resident Parking (Weekends)	\$30.00	\$30.00	\$30.00
Non Resident Off Peak Parking	\$10.00	\$10.00	\$10.00
Non Resident Fireworks Parking	\$30.00	\$30.00	\$30.00
Veterans Park Non Resident (Daily Parking)	\$5.00	\$5.00	\$5.00
Cranbury Park Daily			
Cranbury Park Seasonal (Non-Resident)			
CORPORATE PARKING STICKERS			
Company Purchasing Less Than 30	\$45.00 Each	\$45.00 Each	\$45.00 Each
Company Purchasing More Than 30	\$35.00 Each	\$35.00 Each	\$35.00 Each
GRASS/RAM/SHEA ISLAND			
Non Resident Registration Fee	\$25.00 per night per campsite	\$25.00 per night per campsite	\$25.00 per night per campsite
Resident/Non Resident Camping Fee	\$10.00 per night per campsite	\$10.00 per night per campsite	\$10.00 per night per campsite

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2016-17

	2015 Department Fees	2016-17 Department Recommendation	2016-17 Committee Recommendation
CRANBURY PARK PICNIC PAVILION #1			
Groups of less than 50	\$125 + \$50 P/H Custodian Min 3 Hrs.	\$125 + \$50 P/H Custodian Min 3 Hrs.	
Groups of 50-99	\$150 + \$50 P/H Custodian Min 3 Hrs.	\$150 + \$50 P/H Custodian Min 3 Hrs.	
Groups of 100-149	\$200 + \$50 P/H Custodian Min 3 Hrs.	\$200 + \$50 P/H Custodian Min 3 Hrs.	
Groups of 150 or more	\$250 + \$50 P/H Custodian Min 3 Hrs.	\$250 + \$50 P/H Custodian Min 3 Hrs.	
10% Discount for Non Norwalk Non Profit Groups		25% Discount for Norwalk Non Profit Groups	
CRANBURY PARK BUNK HOUSE/PAVILION #2			
Bunk House		\$150.00/PH Min 3 Hrs.	
Bunk House & Pavilion #2		\$150.00/PH & \$125 Min 3 Hrs.	
Cranbury Pavilion #2		\$125 + \$50/PH Custodian Min 3 Hrs.	
CRANBURY PARK MANSION			
Mid Week Business Special(**) (***)		\$500.00 for 3 hours + \$100 Additional P/H	
3 Hour Rental (**) (***)	\$1,000	\$1,000	
5 Hour Rental (**) (***)	\$1,750.00	\$1,750.00	
9 Hour Rental (**) (****)	\$3,100.00	\$3,100.00	
Additional Hours	\$400.00 P/H	\$400.00 P/H	
Tea House & Garden	\$125.00 P/H	\$125.00 P/H	
Refundable Security Deposit	\$500.00	\$500.00	
(**) 25 % Non Refundable deposit due 15 days after approval.			
(***) Inclusive of Custodian, Mansion, Tables, Chairs and Terrace			
(****) Inclusive of Custodian, Tables, Chairs, Terrace and Tea Garden			
10% Discount for Non Norwalk Non Profit Groups		25% Norwalk Non Profit Groups 10% Norwalk Residents	
FACILITY USAGE FEES			
Non Dept. Program Participant Fee	\$5.00	\$5.00	
Picnic Table Rental Shady Beach	\$5.00	\$5.00	
PARK USAGE FEES			
Groups of less than 250**	\$500 + \$50 P/H Custodian Min 3 Hrs.	\$500 + \$50 P/H Custodian Min 3 Hrs.	
Groups of less than 500**	\$750 + \$50 P/H Custodian Min 3 Hrs.	\$750 + \$50 P/H Custodian Min 3 Hrs.	
Groups of 500 - 1500**	\$1,350 + \$50 P/H Custodian Min 3 Hrs.	\$1,350 + \$50 P/H Custodian Min 3 Hrs.	
Groups of 1501 or more**	\$1,600 + \$50 P/H Custodian Min 3 Hrs.	\$1,600 + \$50 P/H Custodian Min 3 Hrs.	
10% Discount for Non Norwalk Non Profit Groups		25% Discount for Norwalk Non Profit Groups	
**25% Non Refundable deposit due 15 days after approval			
Fodor Farm			
Pavilion	\$125.00 + \$50 P/H Custodian Min 3 Hrs.	\$125.00 + 50 P/H Custodian Min 3 Hrs.	
Barn with Kitchen	\$150.00/PH Min 3 Hrs.	\$150.00/PH Min 3 Hrs.	
	\$500.00 Refundable Deposit	\$500.00 Refundable Deposit	

NORWALK RECREATION AND PARKS DEPARTMENT

FACILITY USAGE AND PARK FEES 2016-17

	2015 Department Fees	2016-17 Department Recommendation	2016-17 Committee Recommendation
CALF PASTURE BEACH PAVILION TENTS			
Time Block 11:30 AM - 3:30 PM	\$425.00	\$425.00	
Time Block 5:00 PM - 9:00 PM	\$425.00	\$425.00	
Both Time Blocks 11:30 - 9:00 PM	\$825.00	\$625.00	
Calle Mu' Tiki Lounge	\$175.00 2 hours	\$175.00 2 Hours	
SHOWMOBILE FEES			
Rental Fee			
Nonwalk Based Non Profit Organization	\$400.00 + \$200.00 set-up/take down \$200.00 + \$200.00 set-up/take down	\$400.00 + \$200.00 set-up/take down \$200.00 + \$200.00 set-up/take down	
BALLFIELD LIGHTING FEE			
	\$250.00 per evening	\$250.00 per evening (Non Norwalk Leagues)	
Nonwalk League		includes supervisor to turn on/off \$25.00 per hour	
FIELD RENTAL			
		\$200 Per Field Per Day (Baseball) 1 Field Maint \$300 2 Field Maint \$600	



MEMORANDUM

Date: February 1, 2016

To: Mayor, Common Council Members

From: Michael Moccia 

Subject: Project #3642 – Design, Development, Construction Management and Operation of a Tree Top Adventure and Zip Line Course in Cranbury Park

Three proposals were submitted and discussed within a group comprising Council Members, Friends of Cranbury Park, Purchasing Department and Recreation and Parks Staff with Go Adventure Forest LLC t/a Go Ape as the Top Proposal. Enclosed is a presentation along with photos and the fee schedule to the City for use of the Park. The Location is in the Southern Parcel in a wooded area off of the main trails. The Bunkhouse, Pavilion and Playground are located in the area called the Southern Parcel. The agreement is a Ten Year proposal with two Five year renewals. There is no cost to the City for this program.

- See enclosed packet for fees (usage)
- Go Ape will work with the Friends Group, Conservation and the Department for specific location within the Southern Parcel away from all environmentally sensitive areas.
- All parking of users except staff will park in the Main Parking Areas in Cranbury Park with out of town residents pay the \$5.00 parking fee.
- The vendor will work with the Department and Friends Group towards stewardship projects within the park offering volunteers free passes to the ropes course (500-1,000) depending on the number of projects. See summary pg. 50.



Proposal for Professional Services at Cranbury Park - Treetop Adventure Course

For the attention of:
Gerald J. Foley, Purchasing Agent
City of Norwalk Purchasing Department
125 East Avenue, Room 103
PO Box 5125
Norwalk, CT 06856-5125



Submission By:
Chris Swallow
Business Development Director
Adventure Forest LLC t/a Go Ape
241 East Fourth Street
Suite 105
Frederick, Maryland 21701
Mobile (415) 553-0769
Email: chris@goape.com

December 18, 2015

Michael Mocciaie, Director of Recreation and Parks
City of Norwalk Recreation and Parks Department
125 East Avenue, Room 129
Norwalk, CT 06856

Mr. Mocciaie,

The enclosed document is Go Ape's response to the Request for Proposal entitled "Design, Construction, & Management of Tree Top Rope Adventure and Zip-line Course." Go Ape understands the City of Norwalk's Recreation and Parks Department's multi-faceted and community-oriented economic, educational, stewardship and recreational goals with this project. Go Ape is a proven partner that has worked with park departments across the country to provide a new, safe, and rewarding experience that is accessible to the greater community independent of physical abilities or economic means. We believe our company's qualifications with parks departments offers an exceptional combination of experience and alignment to the mission and vision of the Recreation and Parks Department and will allow Cranbury Park to offer quality services that "preserves and protects the City's natural resources," while offering its citizens "a wide variety of leisure opportunities that enhance physical, intellectual, social and cultural growth and development and ensuring they are accessible to all."

As the proposal demonstrates, Go Ape is the most experienced and safest provider of treetop adventure courses in the world as evidenced by 13 years of operation, 38 courses, and over 5 million participants safely completing a Go Ape course. Go Ape is the only provider in the country that specializes in partnerships with public parks and subsequently can offer unique value to the City of Norwalk Recreation and Parks Department. Go Ape puts a high emphasis on our course esthetic and design to ensure that we blend in with the natural environment without disruption to other park amenities or the community, while being a sophisticated, yet adventurous addition to Cranbury Park.

We hope to work with the City of Norwalk Recreation and Parks Department and are committed to providing quality and professional execution of your Go Ape treetop adventure course.

Sincerely,
Chris Swallow
Director

Table of Contents

1.	Executive Summary	1
1.1	Company History.....	2
1.2	Company Structure.....	3
1.3	Company Experience – Similar Projects.....	3
2.	Scope of Services	9
2.1	Go Ape Treetop Adventure Course	9
2.2	Proposed Location	12
2.3	Course Installation.....	14
2.4	Utilities and Infrastructure	15
2.5	Additional Services.....	17
3.	Operational Plan.....	20
3.1	Course Safety and Inspections.....	20
3.1.1.	Technology and Safety System.....	21
3.1.2.	Daily, Weekly and Monthly Inspections	23
3.1.3.	Annual Inspections	23
3.1.4.	Industry Standards	24
3.1.5.	Site Security	24
3.2	Environmental Maintenance and Programming.....	25
3.3	Hours of Operation	26
3.4	ADA Compliance	27
3.5	Marketing Plan	27
3.6	Sponsors and Advertising.....	32
3.7	Pricing.....	32
3.7.1.	Merchandise	33
4.	Project Team Organization and Staffing	34
	Dan D’Agostino.....	36
	Jenny D’Agostino	37
	Chris Swallow	38
	Sam King.....	39
4.1	Site Staffing	40
4.2	Staff Training.....	41
4.2.1.	Site Manager Training	41
4.2.2.	Instructor Training	42
4.2.3.	Rescue and Emergency Training.....	42

5.	Project Approach.....	43
5.1	Facility Name	43
5.2	Permits and Fees	43
5.3	Quality Control - Reporting.....	44
6.	Financial Offer	47
6.1	Revenue Share	47
7.	References.....	49
8.	Summary.....	50
9.	Response Forms	51

Proprietary Sections:

The following sections of the Proposal for Professional Services at Cranbury Park - Treetop Adventure Course is protected and not to be distributed or released to the public without prior consent from Go Ape. These sections include:

- Sections 3.2 and 3.3 Site Staffing and Staff Training – This section contains proprietary business information.
- Section 4 Project Approach – This section contains proprietary business information.
- Section 5 Financial Offer – This section contains proprietary business information.
- Section 9 - 1.1A Response Form and attached financial statements in folder.



1. EXECUTIVE SUMMARY

Go Ape, with its more than a decade of industry experience with development of courses within public-private partnerships, has the unique skill set required to qualify it as the optimal treetop adventure course service provider to design, construct, and operate its course for the City of Norwalk's Recreation and Parks' Department (CNRP). Go Ape's objective is to provide an excellent recreational and educational experience while supporting the mission of its park partner and preserving the environmental integrity of the park. Go Ape understands the goals of CNRP to offer leisure opportunities to its citizens that enhance physical, intellectual, social and cultural growth and development and how to handle the sensitivities of multiple stakeholders throughout the lifecycle of the project.

Participant Feedback: Fun Adventure for Children

**Susan Coggins** · Go Ape USA
58 mins

Yesterday, 6 of my family and I participated in Go Ape at Stanley Park in New Britain Connecticut. Wow, did we have fun laughing, cheering each other on and taking photos. Several want to do it again. At 69 years of age (female), I found the need for upper body strength was more than I had, but I did it. No regrets. Great fun and the Go Ape staff was tremendous with instructing, guiding and supporting everyone.

Unlike · Comment · Share

 Go Ape USA likes this.

 Write a comment

Go Ape is continually striving to reach its highest potential and will contribute to the economic, social, and environmental goals of the CNRP and the community. In addition to our turnkey adventure course services provided at no cost to the parks, Go Ape will also perform stewardship activities, which can range from removal of non-native invasive species, performing park clean-ups, organizing fundraisers for park friends groups, and creating partnerships with local non-profits to provide free and discounted tickets to Go Ape to ensure underserved and special needs communities can participate in the activity. Go Ape also provides educational elements, including signage, throughout the course and facilitated educational programs on the course. Go Ape performs these additional activities at each of our courses without contractual obligation, but to ensure the benefits of the partnership are distributed to the whole community and reflect the goals of our partners.

Go Ape has the proven ability to adapt to the unique requirements of our park partners as demonstrated through our twelve successful public-private partnerships with park departments across the nation. The development of a partnership that meets the goals of both parties requires a unique set of characteristics to be successful. Go Ape's partnership success is the result of our overall partnership strategy characterized by three unifying key qualities of Go Ape: Relevant Experience, Environmental Sustainability, and Alignment of Park Goals.



Relevant Experience

- Go Ape ensures a smooth partnership transition by leveraging our 12 prior course building and operating experiences with public parks.
- Go Ape utilizes reliable IT systems that have proven to provide the transparency required by its public park partners.
- Go Ape has proven a substantial and consistent revenue generation for each of its park partners.
- Go Ape provides a one-of-a-kind amenity to parks that have proven successful in engaging all ages and athletic types, thereby enhancing the recreational offerings available to members of the community.

Environmental Sustainability

- Go Ape provides high emphasis on environmentally sensitive course operations and will ensure the course and its fixtures fit seamlessly into the park.
- Go Ape leverages environmentally sensitive best practices and a concern over course aesthetic with regard to the build and operations within public parks.
- Go Ape leverages arboreal experts within the area to ensure the long-term health of the forest within and around the course.
- Go Ape engages the community by organizing and participating in stewardship activities around the course area and the park. These have included park clean-ups, non-native invasive removal, tree plantings, and construction of bat and bird boxes.

Alignment of Park Goals

- Go Ape works with Friends of the Park and other civic groups to create interpretative signage that reflects the local history and ecology of the park.
- All of Go Ape's service offerings are fully funded and require NO capital from park partners.
- Go Ape distributes its benefits throughout the community to ensure that the entire community can participate in the activity through targeted discounts (local residents, fire and rescue, etc.) and the donation of a portion of its tickets to underserved and special needs communities.
- Go Ape ensures a partnership with an accountable authority that is equally concerned with public perception and the reflection that the operation will have on the park partner and community.

All of these unifying partnership attributes are a reflection of best practices with Go Ape partners and visitors around the country. The easiest way to understand the Go Ape value is to view its participant feedback and talk directly to our current park partners. Throughout this proposal, feedback and unsolicited comments from participants will be provided, as well as the contact information of Go Ape partners to give CNRP and Cranbury Park insight into the success of Go Ape.

1.1 Company History

Go Ape is an established brand and industry leader having been in operation for 13 years. Unlike many of its competitors, the application of a decade of lessons learned has made Go



Ape the safest, highest visitor rated, and most professional treetop adventure course brand in the world. In 2013, Go Ape won awards with Virginia Living Magazine as the most adventurous activity in Eastern Virginia as determined by over 20,000 online voters, as well as an award from Trip Advisor designating Go Ape USA as one of the top 10 percent highest rated organizations in the world. A Go Ape Treetop Adventure course will become a unique outdoor recreational activity for both residents and tourists of the City of Norwalk.

The Go Ape brand was established in the United Kingdom in 2002. Dan & Jenny D'Agostino, majority owners of Go Ape USA, brought the business to Maryland in 2009, establishing the first Go Ape Treetop Adventure course in the USA at Rock Creek Regional Park in Rockville, MD. Currently, Go Ape USA operates 12 courses, each within a public park. Today, Go Ape is the only treetop adventure course operator whose sole focus is to establish partnerships with municipal parks and bring new and environmentally sensitive treetop adventure courses to park facilities.

1.2 Company Structure

In 2009, Go Ape USA was at the forefront of US treetop adventure courses when Adventure Forest, LLC was incorporated in Delaware. Adventure Forest, LLC is the parent company of all Go Ape entities in the United States. The principal office for Adventure Forest, LLC is located in Frederick, Maryland with majority ownership held by Dan & Jenny D'Agostino and Chris Swallow. For each new treetop adventure course that Go Ape opens and operates, a new legal subsidiary is formed. Go Ape Cranbury Park LLC will be the legal business name used on all legal documents for this operation with a Norwalk, Connecticut business address that will be established post-award and before the contract is executed.

1.3 Company Experience – Similar Projects

The following section will provide course details, course pictures, and points of contact for 7 selected courses from the last several years. A complete summary of references of selected courses can be available to CNRP,

who is free to contact each department at their discretion. Each park required adaptation to the unique requirements of the individual parks and successfully implemented its operational plan, establishing it as an asset to the community in which it is located.

"Go Ape has provided an exciting new recreational opportunity to the visitors of Eagle Creek Park, while fitting seamlessly into the park surroundings." – *Jen Pittman, Deputy Director, Indy Parks & Recreation*

Rock Creek Regional Park

The Go Ape Rock Creek Regional Park course is made up of 6 zip lines (including the USA's first and only skateboard zipline!) numerous rope ladders, 44 crossings to include the Stirrups and Twister and 2 tarzan swings. There are 6 individual sections within the course, each section taking you higher into the forest canopy and finishing with a zip line through the trees.

The course is centered around the beautiful 75-acre Lake Needwood in Rock Creek Regional Park, just outside Washington DC in Rockville, Maryland. The course is surrounded by hiking trails through forests and along lakeshores, includes picnic areas, boat rentals, fishing and the beginning of the 12 mile Rock Creek hiker/biker trail into Washington DC. An example of some of the obstacles incorporated at Rock Creek Park are shown below



Rock Creek Obstacles



ROCK CREEK PARK	
Place & Period of Performance	6129 Needwood Lake Drive, Rockville, Maryland 20855 10 year lease term with two extension options of 5 years
Start of Construction and Completion	Construction started on March 26 th , 2010 and was completed on May 1 st . The course was open to the public on May 8 th
Build Value	~\$620,000 for adult course
Park Entity	Maryland National Capital Park and Planning Commission (M-NCPPC)
Client-POC	Name: Mr. Michael Riley Title: Parks Director Telephone: 301-495-2500 Email: mike.riley@montgomeryparks.org Address: M-NCPPC, 9500 Brunett Avenue, Silver Spring MD 20901 Website: http://www.montgomeryparks.org Go Ape Webpage: Go Ape Rock Creek

Eagle Creek Park

Go Ape's first treetop adventure course (zip lines, obstacles and more) in the Midwest, is just minutes from downtown Indianapolis. With views of Eagle Creek Reservoir, the Go Ape treetop adventure course allows participants to experience Eagle Creek like never before. There are 5 sections of the course made up of numerous rope ladders, 39 crossings to include the Log Balance, Flying Carpet and Tic Tac Toe, 2 tarzan swings and 5 zip lines. Examples of some of the features from the Eagle Creek course are shown below.



Eagle Creek Obstacles



EAGLE CREEK PARK	
Place & Period of Performance	7840 W 56TH St, Indianapolis, IN 46254 15 year license term with an option for a 5 year extension
Start of Construction and Completion	Construction started on April 13 th , 2012 and was completed on May 15 th . The course was open to the public on May 23 rd .
Build Value	~\$500,000 for adult course
Park Entity	Indy Parks and Recreation
Client POC	Name: Ms. Lisa Leming Title: Strategic Partnerships Manager Telephone: (317) 327-7058 Email: Lisa.Leming@indy.gov Address: City of Indianapolis Department of Parks & Recreation City-County Building 200 E. Washington St., Suite 2301 Indianapolis, IN 46204 Website: www.indy.gov/parks Go Ape Webpage: Go Ape Eagle Creek

Freedom Park

Go Ape's first treetop adventure course in Virginia is just minutes from Colonial Williamsburg in Freedom Park. Rich in historical significance, visitors are able to explore the site of a 18th century cemetery, the Revolutionary War Battle of Spencer's Ordinary and recreated cabins showing the nation's earliest Free Black Settlements in America.

Freedom Park - Go Ape Treetop Junior

The Go Ape Treetop Junior course allows participants younger than 10 and over 3'3" to enjoy the treetops at Freedom Park. The Treetop Junior course is the first Go Ape course in the United States designed and built specifically for children. The course entails 20 obstacles and 2 zip lines that are navigated from a main platform, providing a 1 to 1.5 hour experience. The course utilizes an easy to use continuous belay system that ensures participants are always safe while on the course. On a continuous belay system participants are connected onto a wire rope (the lifeline) at the beginning of the course and fully secured throughout the entire activity until they return to the ground. This system enables children to proceed alone without an accompanying adult on the Treetop Junior course. Examples of



some of the features from the Freedom Park – Go Ape Treetop Junior course are shown below.

Freedom Park Junior Course Obstacles



Freedom Park - Go Ape Treetop Adventure

The Go Ape Treetop Adventure course at Freedom Park is made up of numerous rope ladders, 37 new and exciting crossings to include the Trapeze, Wobbly Ladder, Big U and Spider's Web, 2 tarzan swings and 5 zip lines. There are 5 individual sites within the course, comprising an overall rewarding outdoor experience to participants complimenting the diverse cultural and recreational activities in the area.

FREEDOM PARK	
Place & Period of Performance	5535 Centerville Road Williamsburg, VA 23188 10 year lease term with two extension options of 5 years
Start of Construction and Completion	Construction started on February 22 nd , 2012 and was completed on March 28 th . The course was open to the public on April 7 th under sold-out conditions. Treetop Junior opened to the public on March 23, 2013, under sold-out conditions.
Build Value	~\$500,000 adult course, \$225,000 for junior course
Park Entity	James City County Parks and Recreation
Client POC	Name: Mr. John Carnifax Title: Parks Director Telephone: 757-259-5361 Email: jcarnifax@james-city.va.us Address: JCC, 5300 Palmer Lane, Suite 1A, Williamsburg, VA 23188 Website: http://www.jccgov.com/recreation/ Go Ape Webpage: Go Ape Freedom Park

Other Go Ape Locations

The following courses were opened at various points last year.

Creve Coeur Memorial Park	
Park Entity	St. Louis County Parks
Contact Name	Name: Mr. Tom Ott Title: Director



	Telephone: (314) 615-7017 Email: tott@stlouisco.com Address: St. Louis County Parks 41 S. Central Ave. Clayton, MO 63105 Website: http://www.co.st-louis.mo.us/ParksandRecreation Go Ape Webpage: Go Ape Creve Coeur Park
Period of Performance:	Opened in July of 2013 15 year term with a 5 year option
Build Value:	~\$500,000 adult course

Lums Pond Park	
Park Entity:	Delaware State Parks
Contact Name:	Name: Mr. Greg Abbott Title: DNREC Deputy Principal Assistant Telephone: (302) 739-9203 Email: Greg.Abbott@state.de.us Address: Delaware State Parks 89 Kings Highway Dover, DE 19901 Website: http://www.destateparks.com/ Go Ape Webpage: Go Ape Lums Pond Park
Period of Performance:	Opened in June of 2013 10 year term with an two 5 year options
Build Value:	~\$500,000 adult course

North Park	
Park Entity:	Allegheny County Parks and Recreation
Contact Name:	Name: Mr. Andrew Baechle Title: Parks Director Telephone: (412) 350-7275 Email: Andrew.Baechle@AlleghenyCounty.US Address: Allegheny County Parks and Recreation County Office Building 542 Forbes Avenue - Room 211 Pittsburgh, PA 15219 Website: http://www.alleghenycounty.us/parks/index.aspx Go Ape Webpage: Go Ape North Park
Period of Performance:	Opened in April of 2013 10 year term with two 5 year options
Build Value:	~\$500,000 adult course

A.W. Stanley	
Park Entity:	City of New Britain Parks and Recreation
Contact Name:	Name: Mr. Erik Barbieri Title: Acting Parks Director Telephone: 860-826-3453 Email: ebarbieri@newbritainct.gov Address: Allegheny County Parks and Recreation



	27 West Main Street, Rm. 302 New Britain, CT 06051 Website: http://www.newbritainct.gov/index.php/city-services/parks-a-recreation/overview.html Go Ape Webpage: http://goape.com/zip-line/aw-stanley-park
Period of Performance:	Opened in June of 2015 10 year term with two 5 year options
Build Value	~\$500,000 adult course



2. SCOPE OF SERVICES

The Go Ape Treetop Adventure course is a unique recreational opportunity that will serve as the perfect complement to the existing active leisure programs offered at Cranbury Park. Go Ape also can offer future services geared specifically towards its younger audience, thereby providing local families with an additional option for outdoor fun for their children. Specifically, Go Ape's Treetop Adventure Junior Course and Adventure Daycamps.

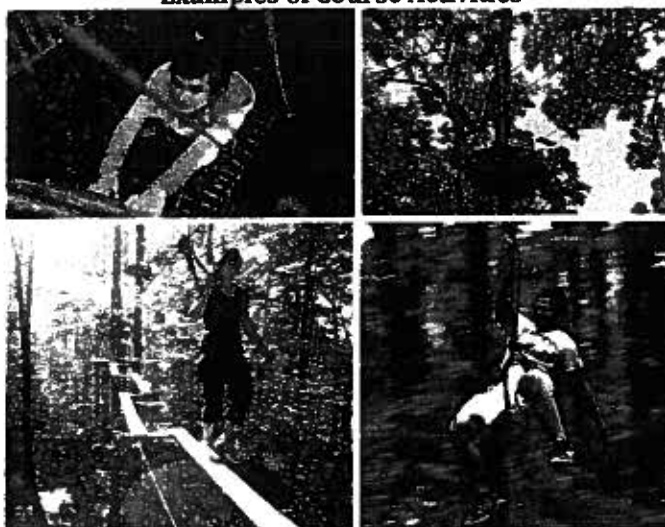
Go Ape allows members of the community to fulfill their sense of adventure, explore the forest, and create an excellent source of outdoor physical exercise, encouraging a healthy lifestyle. Moreover, the Go Ape experience is a proven confidence building activity for its participants. In further support of its efforts to ensure its course is a community-oriented activity and benefit, Go Ape offers services in the area of community development, including removal of non-native invasive species, organization and encouragement of stewardship projects, organization of fundraisers for park friends groups, and creation of partnerships with local non-profits to provide free and discounted tickets to Go Ape to ensure underserved and special needs communities can participate.

The combination of these services encourages members of the community to seek outdoor experiences and support an effort to educate about and preserve the natural surroundings and unique attributes of Cranbury Park. Review of the course activity, Go Ape's proven operational plan, and its safety record will undoubtedly demonstrate the benefits brought through a partnership with Go Ape.

2.1 Go Ape Treetop Adventure Course

The Go Ape Treetop Adventure Course is an eco-educational outdoor experience that provides participants with 2-3 hours of outdoor fun, environmental education and exercise.

Examples of Course Activities



Every Go Ape Treetop Adventure Course is designed to blend into the natural park space. The course is structured as a grouping of 5 to 6 sites through which participants traverse on



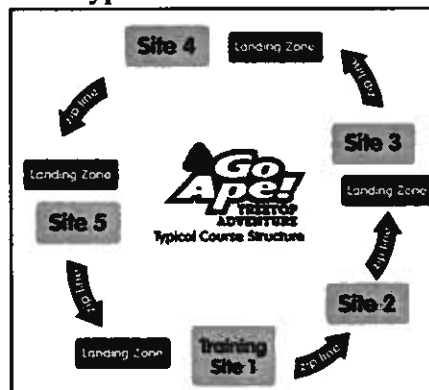
their own after an initial safety briefing. At the initial site, the "training site," the safety brief is conducted and participants receive in-depth instructions and hands-on training as to the usage and operation of their safety equipment.

Go Ape Training Site



Following the safety brief, participants venture through the remaining 4 to 5 sites, which entail a sequence of elements that include: one access location utilizing a rope ladder from ground to height, five to seven obstacles allowing the participant to navigate tree to tree, and a zipline that will end each site bringing participants back to the ground. Altogether, the course will include 2 tarzan swings, 35 to 40 obstacles, and 5 to 6 ziplines. Each course is designed specifically for the topographical and environmental sensitivities of the proposed location.

Typical Course Structure



Go Ape's Treetop Adventure course is designed for guests of ages 10 and over with a minimum height of 4 feet 7 inches. The safety systems utilized ensure that guests remain attached to the safety lines at all times while in the trees. Participants only become unattached when they safely return to the ground.

Adults are encouraged to participate with their children, as the activity is an excellent form of family bonding. In the case of participants under the age of 16, adult supervision is required. Go Ape guests and other park users are encouraged to view the course activity from the ground on trails below the course to watch their friends and family swing through the trees.



Moreover, the course is designed for individuals with different levels of physical abilities. Over the past decade of designing and developing treetop adventure courses, Go Ape has acquired a keen understanding on the best course designs to ensure that participants with varying skill levels will have an equally enjoyable time. Go Ape incorporates different levels of obstacle challenges throughout the course. At various points on the course, participants can bypass the more difficult "Black/ Extreme route" by opting to complete easier obstacles (similar to the grading of a ski slope). Designing courses in this manner reduces bottlenecks (preventing unnecessary lines) and incorporates a policy of "challenge by choice," which enables everyone to leave with a feeling of personal accomplishment and success.

Route Signage



Please feel free to view the following videos showing the Go Ape treetop adventure course:

- Go Ape Lums Pond, (<http://bit.ly/1rAZZgM>) created by Delaware State Parks
- Go Ape North Park, (<http://bit.ly/1kieMdQ>) created by Times Online
- Go Ape Introduction Video, (<http://bit.ly/1mU8Blb>)
- Go Ape Live Life Adventurously Day Video, (<http://bit.ly/1mU8Blb>)

The Go Ape Treetop Adventure course will fit with CNRP's desire to provide an activity suitable to multiple age groups and ability levels as it is designed to be as accessible to as many people as possible, in terms of age, physical ability, tolerance of adventure, price and those participants with disabilities. To date, our oldest participant is a 92-year-old grandmother who celebrated her birthday at one of our courses with her grandchildren. The combination of an activity accessible to the majority of the population and Go Ape's proven operational success through its structured planning ensures a successful addition to community offerings by Cranbury Park.

Participant Feedback: Fun for All Ages

"Fun for Teens and Adults!"

©©©©© Reviewed July 16, 2015

Had a great time at Go Ape in Blue Jay Point County Park. The setting is beautiful and although it was a very hot day the shade in the park is wonderful and there is water at each station. Took 3 teenagers age 14, 16 and 17. We all had a blast and they had fun encouraging the "old lady" of the group to keep going and try each obstacle. It's a great alternative to amusement parks and great exercise!

Visited July 2015

Participant Benefits

While taking part in the Go Ape experience, Go Ape participants are highly engaged and active participants. The structured and hands-on training allows participants to slowly move higher and higher into the forest canopy while completing more challenging obstacles. Many of our participants have indicated that this training provided for greater confidence in them and use Go Ape to help overcome a fear of heights.



Participants Feedback: Confidence Building Activity



Moreover, the Go Ape experience is an exceptional team building activity for groups large and small. We have facilitated team-building events for thousands of groups with various goals. For example, sports teams use Go Ape to build camaraderie; businesses to improve communication and understand group dynamics; and schools to reward or educate students about nature. Intrinsically, the course provides individuals within groups with opportunities to interact with one-another and work together on the best ways to complete obstacles and view the surrounding environment. Additionally, many families have used Go Ape as a location to hold family reunions and help bring their families together through shared experiences.

Go Ape Treetop Adventure course is fantastic as an alternative to traditional sports as a means to promote physically active leisure activities and lifelong participation in outdoor adventure. Go Ape is aligned with programs such as "No Child Left Inside" and the "Let's Move" campaign to encourage more elementary aged children to be physically active.

It is these unique attributes and benefits derived from a Go Ape Treetop Adventure course that ensure it will make an excellent addition to offerings of Cranbury Park.

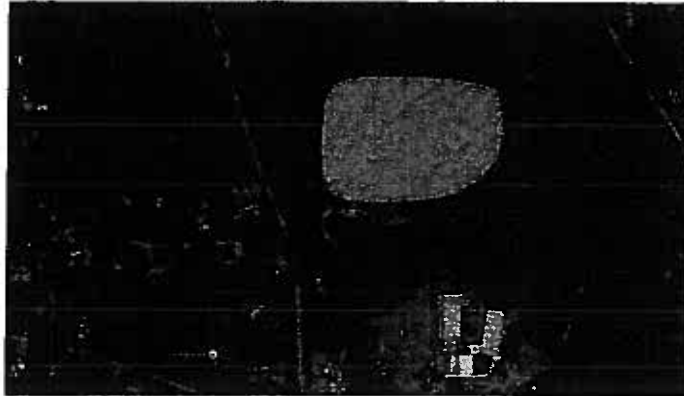
2.2 Proposed Location

The proposed location for the treetop adventure course is within the trees in the southern portion of Cranbury Park. Go Ape believes this course location is ideal due to the types of trees, proximity to existing infrastructure, and sizeable distance from the Stone Manor, thereby preserving the serenity and ambiance of the area regularly utilized for weddings. The location also provides accessibility for our build and operations that will ensure the course can be built with limited environmental impact.

Go Ape will work closely with CNRP and Cranbury Park to determine the suitability of the course location and refine the design based upon any environmental factors. Go Ape is confident that this site has the elements required for a fantastic course. The figure below provides the catchment area of the proposed course location.

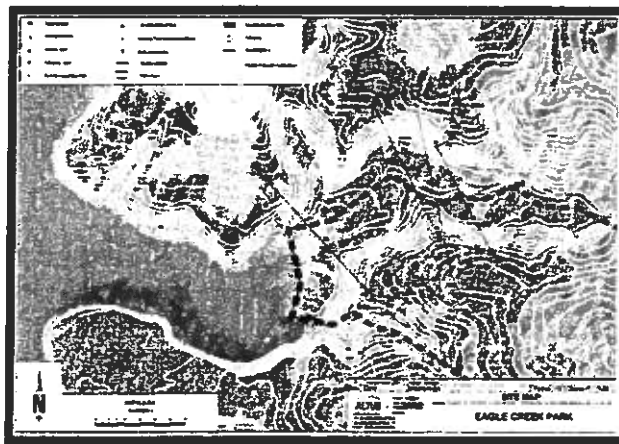


Catchment Area of the Course



The proposed area in the diagram above is approximately 8 acres, but this whole space indicated will not be required for Go Ape's use as the course does not require exclusive use within the park, with the exception of the take-off (access points to each site) and landing areas. The proposed course location generally occupies less than an acre of total ground space and between 2 to 3 linear acres within the trees. Non-participants and other park visitors are free to hike and walk below and view the course and participants as they partake in the Go Ape experience. An example of a course design and the limited presence within the course area is demonstrated below, which is the Go Ape Eagle Creek Park Course design, under a partnership with Indy Parks in Indianapolis, IN.

Sample Go Ape Course Design for Reference



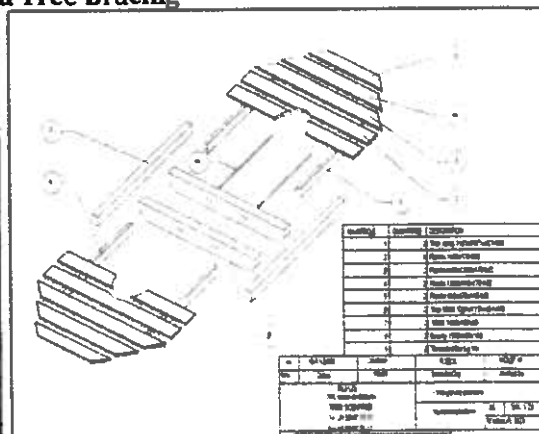
Go Ape will ensure, as it does in all its partnerships, that no existing public uses will be negatively impacted by its presence. Instead, this proposed location would serve as a complement to the existing outdoor activities and events taking place within Cranbury Park.



★★★★★ Worth the price, we spent over three hours and loved it. Got up high enough to see eagle's nest once. We are going every year now. Sign up same day for best weather. Rather go without heavy coats. So glad my kids were young enough to need an adult with them, so I had to go! Great activities to do while waiting. Water available all along the course. Nice safety features and monitoring for compliance. We came down starving, and it's in a nice park with picnic tables, so in the future I'll have the picnic ready! Some of the best fun I've had!

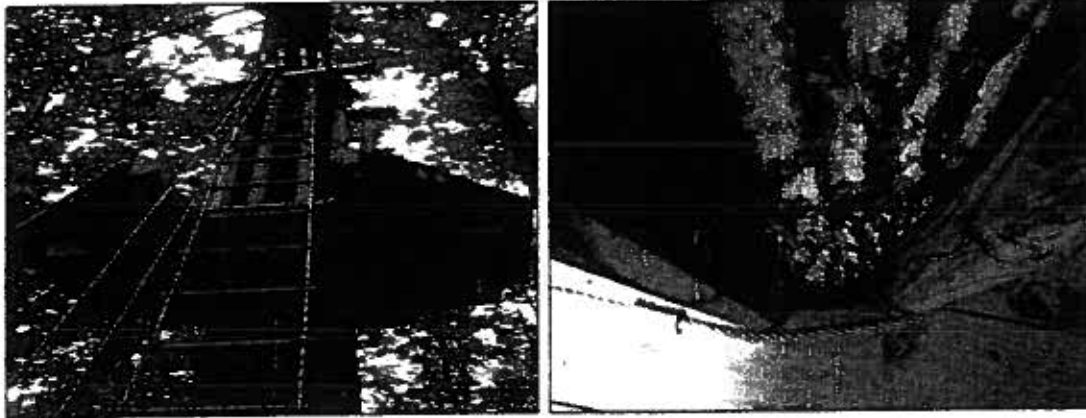
2.3 Course Installation

Timber for course construction is from sustainable sources. Go Ape uses protective staves and bracing to keep the cabling and platforms off the trees to ensure the trees are allowed to grow freely. Moreover, platforms are monitored and adjusted when appropriate to allow for tree growth. Tree roots are protected by either the path of the trails or placement of woodchip surrounding the base of the tree roots. Go Ape will also remove deadwood from trees and branches around the course area to ensure the safety of participants and non-participants and maintain proper forestry practices.





Course Materials and Platform Design



Short participant trails will be necessary to allow instructors and other park visitors the ability to view the participants from the ground. These trails will be created and maintained in accordance with park policies and will be designed to minimize soil disturbance. Woodchips used in landing zones and inside stockades (the fenced in access points) provide a natural impact-absorbing surface and are a great habitat for bugs and beetles and also benefit birdlife. The brush or deadwood is left in situ to create habitat piles, which are important habitats for invertebrates and small mammals. Go Ape has implemented sustainable habitat improvement features at various courses including the erection of bird boxes, bat boxes and habitat piles. Should new trails be required, Go Ape will work with the park to gain approval of their placement and work collaboratively to determine the best method to create the trails.

The construction will also include fencing around each of the access points on the course with a lock to prohibit unauthorized access by non-Go Ape participants, as shown below.

Site Entry Lock; Site Entry Fencing (left to right)



2.4 Utilities and Infrastructure

While the course itself does not require any utilities, Go Ape will be responsible for utilities serving the Go Ape cabin.

Parking

For every day open, Go Ape manages participant usage of the course to limit any infrastructure or environmental burdens caused by over-crowding of the park using its



electronic, appointment- system. Currently, 90 percent of participants book ahead of time through the Go Ape website or call center, which allows Go Ape to dictate the flow of people to the park. Hourly sessions are held during the week and there are sessions every thirty minutes during the weekend. The session size is set to 14 participants to reduce overcrowding and bottlenecks within the course and over-use of the parking area. Typical weekday usage averages 50 participants and weekend usage averages 120 participants over the park operation hours, so there are no sudden spikes in traffic or park attendance. Capacity traffic patterns average between four to six cars arriving for every session with an average car-load around three people per car. This person per vehicle average was monitored and measured continuously over the past two years and has remained consistent throughout the year. The total parking spaces needed within the parking lot at one time when at capacity is 25 to 33 cars, including staff.

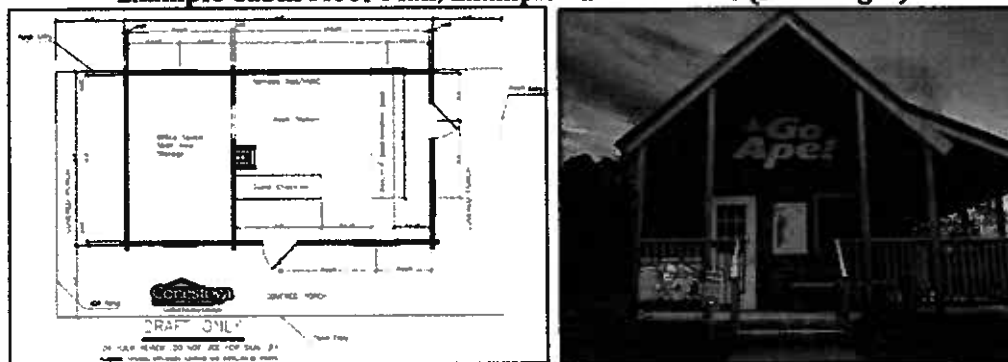
Typically, permitting requires two handicapped parking spaces be provided with accessibility to the operating facility. Go Ape will try to orient existing spaces around the proposed cabin area.

Go Ape has invested heavily in its appointment system in order to control the usage of the course to ensure that the activity is not perceived as an amusement attraction. With Go Ape's appointment system in place, Go Ape is confident that its presence will not infringe on park users or surrounding residential neighbors.

Cabin and Bathroom Requirements

Go Ape will require an operational facility to serve as the point of sale location and store the course equipment. Go Ape proposes to build a cabin at no cost to CNRP. At the conclusion of the contract, the cabin will be provided to CNRP for its future use. Go Ape will be responsible for all permitting, engineering requirements, and maintenance for the cabin throughout the duration of the contract. The cabin is approximately 400 square feet and is a pre-fabricated unit. The picture below provides examples of the cabin floor plan and exterior view.

Example Cabin Floor Plan; Example Cabin Exterior (left to right)

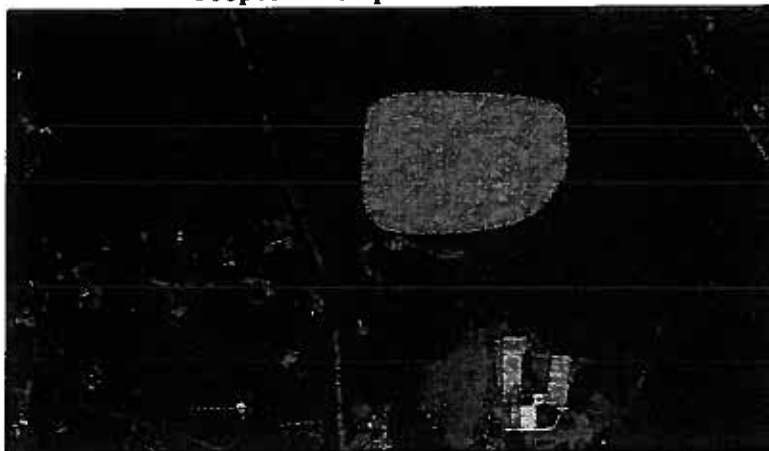


Due to the length of time required for permitting for the cabin, Go Ape requests to use a temporary construction trailer (8' x 40' ft) for the first three to six months of operation until the cabin permitting and site plan is fully approved.



Go Ape will require ADA accessible bathrooms to be located within 500 feet of the cabin location via an accessible route in order to satisfy permitting requirements. From our measurements, this will be possible as our proposed cabin location is within 500 feet of existing restrooms as long as we have permission to use these bathrooms within our operating hours.

Proposed Go Ape Cabin Location



Go Ape will also require an electric hook-up for the cabin. Go Ape will pay for the electric connection to the cabin and pulling the lines as required. If park dumpsters are on-site, Go Ape would appreciate the shared use of these as the amount of trash we produce is very small.

2.5 Additional Services

If CNRP so requests, Go Ape can also add additional services that would extend the recreational benefits of the course to an even broader audience. The service that Go Ape thinks would be most beneficial at Cranbury Park is adding a treetop junior course to the operation.

A Go Ape Treetop Adventure Junior Course is similar to a regular Go Ape Treetop Adventure Course, with the exception that is geared specifically for a younger audience. The experience itself provides participants with more than an hour of outdoor fun, while educating children about the unique features of their surroundings.



Freedom Park Junior Course Obstacles



Go Ape's Treetop Adventure Junior course is designed for guests of all ages with a height of 3'3 or taller, but specifically for younger participants aged 3-12. The continuous belay safety systems utilized ensure that guests remain attached to the safety lines at all times while in the trees. Participants only become unattached when they safely return to the ground.

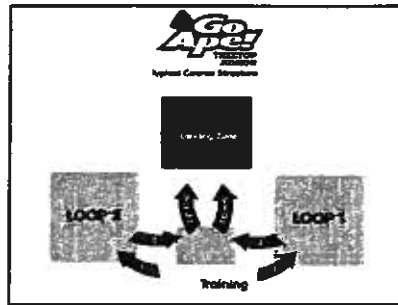
Adults are encouraged to participate with their children, and in the case of those younger than 6, required to participate from the trees to supervise. An adult may supervise participants older than 6 years of age from the ground.

Participant Feedback: Enjoyable Adventure with the Grandchildren

»»»» Joseph - Treetop Junior, at Freedom Park, on 30 June 2015
IT WAS A BLAST!!!! We took our grandsons who are 9 and 5. The course was difficult enough for them without being too difficult. My wife and I also joined them. I am 70 and just had a great time on the Jr. course. The staff was excellent and gave plenty of attention to our grandsons. The safety briefing was just right. We loved it and will do it again.

The Treetop Adventure Junior Course is structured as a series of 2-3 loops containing approximately 10 obstacles and a zipline per loop. Participants will initially undergo a thorough safety briefing at the Training Site, thereafter climbing steps to the first platform. From this initial platform, guests will maneuver through a series of approximately ten obstacles in the trees, completing the loop with a ride through the air on a zipline. Guests will return to the initial platform and engage in a second loop, and thereafter, possibly a third loop of obstacles and ziplines. In total, courses will include 20 to 30 obstacles, and 2 to 3 ziplines.

Typical Course Structure



The Go Ape Treetop Adventure Junior Course provides an excellent opportunity for young children to get active outside while learning about the natural environment at the same time. The nature of the activity itself serves as a confidence builder encouraging lifelong participation in outdoor recreation. Go Ape would like to build this junior course in year 2 of our operation, if possible. The course would fit within the designated treetop adventure course area, so not additional space would be required for its operation.

Participant Feedback: Confidence Building Activity for Young Children

William - Treetop Adventure, Treetop Junior, at Freedom Park, on 19 August 2015
I had previously been to Go Ape on an adult trip and absolutely had the best time! While there I watched the kids on the junior course and wondered if my kids would be afraid to try it?.....I let them watch the videos of the course and they decided to try it. Once there, the instructors were so awesome! They were so informative and really connected with them. They felt completely at ease and most importantly confident! They completely rocked the course over and over! End result...they made friends, boosted their confidence, and cannot wait until they are old enough to do the next course! Highly recommend!!! Money well spent!

Examples of Treetop Adventure Course Activities



As a complement to both the Go Ape Treetop Adventure course and the Go Ape Treetop Junior course, Adventure Daycamps can also be organized. The Adventure Daycamps would provide the community with safe, outdoor education camps during summer months, in which children can experience the outdoors through a curriculum of purposeful activities to provide outdoor and personal learning.



3. OPERATIONAL PLAN

The primary goal of the Go Ape operational is to every participant is safe on the course. The secondary goal the highest level of service to both our park partners and the participants who we are hoping to fill with lifelong memories and enhancing appreciation of the park's unique features. Go Ape has a proven to be successful in accomplishing these goals at each of our locations with over 5 million participants that have safely enjoyed a Go Ape Treetop Adventure course.

Participant Feedback: Safety



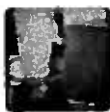
Joshua - Tree Top Adventure at Freedom Park - Williamsburg, Virginia, on 6 June 2013
We went while on our honeymoon and had a blast. The staff was great and we loved how they taught us to safely navigate the course and then let us go on our own and at our own pace. The course was a blast and we had a great time

In order to ensure the safety of our guests and the success of a partnership, Go Ape has developed a strategy for its to ensure the procedures utilized by Go Ape maintain the highest degree of safety and customer satisfaction.

3.1 Course Safety and Inspections

Go Ape's safety record is exponentially superior to its competition. In 2015, only .03% participants experienced an incident (classified as a bump, bruise or cut) while visiting a Go Ape course. Compared to other adventure activities, Go Ape has a documented superior participant to incident rate. This outstanding safety record is a direct result of Go Ape's procedures and plans, such as documented emergency plans and equipment and site inspection plans, in place to ensure a high level of safety, which include strict adherence to industry standards.

Participant Feedback: Excellence in Safety



Faith E.
Gaithersburg, MD
0 friends
11 reviews



6/20/2014

I was super nervous before going but the instructors do a great job with the safety tutorial. They make you practice everything first. I ended up having a blast. Not to mention a pretty good workout too.

Go Ape consistently works to identify incident trends, troubleshoot and conduct risk assessments to ensure that the root cause of incidents are remediated. Due to the vast number of participants going through a Go Ape course on a weekly basis (~20,000 a week throughout the entire company), Go Ape is able to quickly identify any developing trend, resolve the root cause immediately, and disseminate the solution to all of its courses. To develop its outstanding safety record, Go Ape has consulted with national health and safety officials, climbing professionals and numerous industry manufacturers on issues such as:

- Appropriate use of ropes, harnesses and associated equipment;
- Strategic and systematic risk assessments;



- Operational procedures and systems of work; and
- Training policies and techniques.

Unlike other adventure course operators in the industry, Go Ape courses have very few incidents that require participant rescues (i.e., where a participant has to be physically lowered from the course using rescue ropes), which is one of the few times a serious incident can occur. This is because Go Ape has a superior understanding of how to design a course and train participants to prevent the need for rescues. During 2014, the incidence of rescues across all our courses was 1 in 32,250 participants, which leads the industry average of 1 to every 1,000 participants.

Further, each Go Ape course creates and documents a course-specific emergency plan that Go Ape staff are trained to implement in case of any emergency. Throughout the year, course evacuations are practiced as part of the training for instructors and local emergency services are invited to all courses for site and staff familiarization. To ensure that any level of accident is properly documented and resolved, Go Ape also trains staff to maintain a daily log that records all course activity. Despite Go Ape's pristine safety record with over 5 million participants safely experiencing our courses without serious incident, it is prepared to properly handle emergency situations. This preparation includes Advanced First-Aid trained employees on site as further detailed in section 4.2 below.

3.1.1. Technology and Safety System

Go Ape utilizes advanced systems of safety and premier technology for its courses. Through its experience and research, Go Ape can ensure that its equipment offers the highest level of safety and quality for the activity.

For Cranbury Park, Go Ape will incorporate a continuous belay lifeline design versus other options available such as a cow's tail, smart belay or clever carabiner system. After testing clever carabiners for over 3 years, Go Ape found they required constant maintenance due to the many moving parts of the device. Furthermore, it was found that clever carabiners can be unreliable and difficult for children to use. On a continuous belay system, participants are connected to a wire rope (the lifeline) at the beginning of the course and fully secured throughout the entire activity until they return to the ground.

Participant Feedback: Course Safety



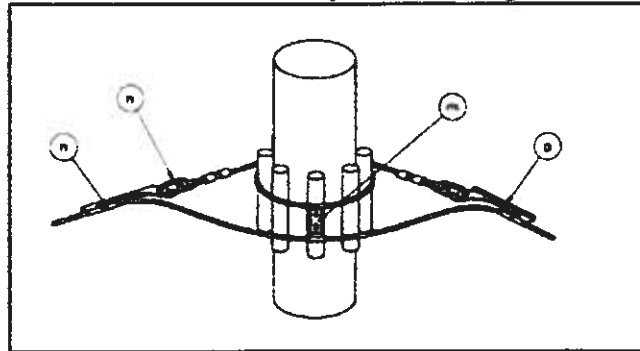
Marc Smith – 5★ First time here at Go Ape. We had a blast. Highly recommend it. Staff is delightful and the safety factor was out of this world. Great Birthday present from the wife. We will be back with relatives and with my Firefighter family.

Like · Comment · about 2 months ago · 1 Review · 🗨

Below is a diagram of the attachment mechanism for the continuous belay lifeline that is placed between the trees. Also in this diagram are the protective logs that are the sacrificial battens that protect the tree for construction.

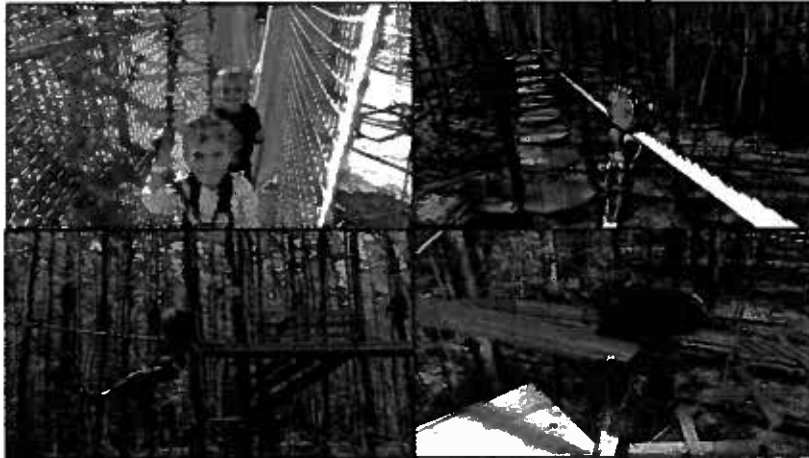


Continuous Belay Lifeline Design



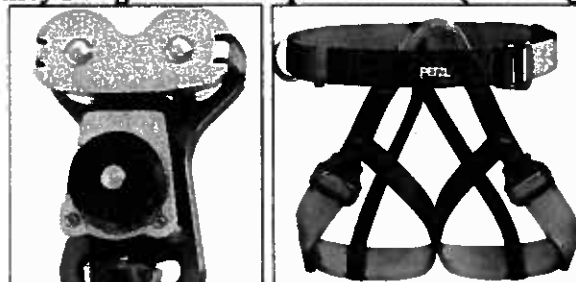
Overall, the continuous belay system incorporates a very simple design, which is easy for all individuals to use and is extremely safe and reliable.

Freedom Park Junior Course and Continuous Belay System Pictures



Below is a picture of the Go Ape custom pulley, as well as a picture of the standard harness. Additional information can be provided upon request regarding Go Ape's extensive operations manual that details all operations practices, method statements, checklists and situational best practices. Go Ape has incorporated extensive testing on the product and feel that it provides a very safe, yet adventurous option for participants.

Pulley Design and Participant Harness (left to right)





3.1.2. Daily, Weekly and Monthly Inspections

Go Ape incorporates rigorous internal and external inspection programs throughout the duration of the operational year. The frequency and detail of these programs were selected to ensure safety is not compromised at any time. Inspections include daily course checks, audits and annual operational reviews. The table below provides a sampling of the safety programs Go Ape will incorporate at Cranbury Park.

Inspection	Conducted By	Frequency
Personal Protective Equipment (PPE) Check	Instructors & Site Manager	Daily & Monthly
Trash Removal	Instructors & Site Manager	Daily
Course Maintenance Check	Instructors & Site Manager	Daily & Monthly
Occurrence Reporting	Site Manager	Daily
Site Operations Review	Operations Director	Weekly
Safety Review	Site Manager & Operations Director	Twice Monthly
Site Audit	Site Manager & Operations Director	Quarterly
Annual Review	Site Manager & Operations Director	Yearly
Course Construction and Maintenance Inspection	External - Independent Engineering Firm	Yearly
Tree Inspection	External - Certified Arboriculturist	Yearly
ACCT Inspection	External - Certified State Engineer and Independent Engineering Group	Yearly

Go Ape is responsible for all trash and clean-up within the course area. We pride ourselves in maintaining the park grounds as a steward of the park. If a park dumpster within close proximity exists, Go Ape would appreciate using those facilities as the amount of waste created by Go Ape within the cabin is very small.

3.1.3. Annual Inspections

On an annual basis, Go Ape completes a thorough inspection of all aspects of the course. An accredited external inspector will conduct a full inspection of the course based on local and state standards. Also, Go Ape will complete an annual inspection of the trees that will be reviewed by an independent arborist. Finally, a manufacturer-certified inspector will inspect all Personal Protective Equipment (PPE). Go Ape shares its annual inspection documentation with its partners to ensure transparency within its operation and to provide solace that the course is being managed properly.

Reporting Process Upon Discovery

If an issue is found during Go Ape's inspection process, the Go Ape instructor immediately assesses the risk and determines the corrective action. The instructor will report all course related issues to the Site Manager and all issues are to be recorded and reported as they occur. If the issue needs further evaluation or it is determined to be unsafe, that element of the course will be closed for repair. Finally, at any time, Cranbury Park can request to review a copy of the report.

Records Management of Safety Documentation

As detailed above, every Go Ape inspection is fully documented and recorded. To provide the Cranbury Park with safety assurance, inspection documentation will be available throughout the year upon request. Documentation is stored for a minimum of three years. In addition to the inspections described previously, all Risk Acknowledgements and Disclaimers and files on safety equipment are maintained. Safety equipment files include:



the receipt date of the apparatus by the course, when it was put into service, and the dates and outcome of all internal inspections.

Further standard process and safety documentation stored within Go Ape's records management includes:

- Accident summary sheets
- Customer witness statement sheets
- Daily Radio and Patrol log
- Sit Harness Inspections
- Chest Harness Inspections
- Harness Register (chest)
- Harness Register (participants)
- Harness Register (instructors)
- Rescue Helmet inspection sheet
- Lock Code Register
- Quarantine Log
- Rescue Sack Checklist
- Rope Register & inspections
- Safety brief assessment
- Staff training records

Go Ape Disclaimer



3.1.4. Industry Standards

Currently, there are no federal regulations governing the operation of zipline and treetop adventure courses. Despite this, Go Ape not only meets, but also exceeds all industry standards including ASTM and ACCT. Go Ape serves on the boards of numerous rope course associations in the USA and has consulted with states around the country.

Go Ape will receive inspections against the ACCT standard prior to operation and on a yearly basis. An independent engineering group that specializes in ropes course inspections and approved by a Connecticut will compile the report.

3.1.5. Site Security

At the conclusion of each operational day, Go Ape staff will close the course to prevent unauthorized access afterhours. Closing the treetop adventure course consists of inspecting the course elements, locking all access points and removing all ladders from the ground and bringing them to height. This ensures that unauthorized personnel who may try to reach the course do not have a point of access that will allow them to reach the platforms 30-40 feet within the trees. At the start of each day, instructors use specialized equipment to ascend the ziplines and navigate the course backwards until they bring down the ladders from height and affix them to the ground for participants. Go Ape has courses within similar distances to populated areas and residential homes and at each of these locations there can be some initial interest, but unauthorized visitors quickly find there is little to do within the course area or with the cabins and they are left untouched.



3.2 Environmental Maintenance and Programming

Go Ape will continue to work with Cranbury Park or CNRP officials to monitor and report any impacts of the course fixtures on the local environment. Go Ape recycles at the course cabin and reduces energy consumption where possible. Furthermore, Go Ape has daily, weekly, monthly and annual inspections (detailed in Section 3.1 above) and procedures to ensure the safety and environmental preservation of the course and will mitigate impact.

Throughout the operation of the course, woodchip is placed around the base of those trees where participants and non-participants may walk underneath. These woodchips will be refreshed throughout the year to ensure that root impaction is kept to a minimum.

"FORCE believes that Go Ape will seek to be a responsible and environmentally-sensitive partner in any community in which it operates." – Joan Furlong, Program Manager, Friends of Rock Creek

Additionally, root impaction is further avoided by the development of trails to keep foot traffic away from tree roots. Appropriately placed signage and Go Ape staff will encourage participants and non-participants to stay on the trails while walking within the course area on the ground to not impact sensitive roots. Over time, trails can be re-routed to disperse foot traffic and potential impaction away from frequently travelled areas. An initial tree reports and environmental study will be used as a baseline for comparison against future annual inspections to determine impacts.

Go Ape has recorded no wildlife impacts from our operation, but in several cases created bird boxes and bat boxes as an additional measure to ensure local wildlife is not impacted by the course.

In addition to initiatives to protect the environment, Go Ape strives to inform and educate visitors and participants about the ecosystem and cultural aspects of the parks in which they are located. One of the ways this is achieved is through the creation of interpretive signage informing visitors of the ecological and cultural aspects of the park. The interpretive panels will be placed in each of the stockades (the fenced structures that surround each of the four ladder trees, providing access to the course) and around the cabin so they are visible to all visitors. The interpretive panels are created to appeal to the ages of all participants and the broad demographic of participants with access to the park. Go Ape hopes to work collaboratively with CNRP officials to ensure messaging adheres to its goals and initiatives. Below is an example of signage developed with the St. Louis Audubon Society for a Go Ape course at Creve Coeur Memorial Park in Maryland Heights, Missouri.



Example of Educational Signage from Creve Coeur County Park (St. Louis County)



Finally, Go Ape forms partnerships with both our park partners and with surrounding groups in the community, including strategic alliances with groups such as Friends of the Park to assist with environmental stewardship projects and host fundraising events for these groups at the course. Go Ape participates in park clean-up days to ensure the integrity and beauty of the park is maintained, and adheres to regular rubbish removal policy.

3.3 Hours of Operation

Go Ape intends to operate from April 1st through November 30th each year. Should there be unseasonably warm Spring or Winter months, Go Ape may seek to extend this season, however, this would be contingent approval from CNRP. The off-time will allow Go Ape staff to perform any necessary maintenance and inspections for equipment and the site.

The frequency of open days in the Spring and Fall is largely based on demand and group sales with the weekends always being open. Although, Go Ape is an all-weather activity (except thunder, lightning and high winds), participant numbers during the winter months tend to be much lower than the other months, to the point where it only makes sense to operate on weekends.

During peak season, the course will operate seven days per week with sessions set according to demand within the hours permitted by CNRP. During non-peak season, the course will operate according to demand, but will at least be open on the weekends and at least one weekday a week. A full operational day generally starts at 9am and continues with appointments until 3 hours before sundown or the park otherwise closes. Go Ape will have no need to operate outside the provided hours of 8:30am and 9pm.

For every day we are open, Go Ape manages participant usage of the course to limit any infrastructure or environmental burdens caused by over-crowding of the park using our electronic, appointment- system. For weekdays we run hourly appointments and for weekends we have appointments every 30 minutes. Given larger events within the park, Go Ape has the ability to suspend or reduce appointment size to allow space for these other events such as jazz concerts or the disc golf course championships. Go Ape has done this



with other park partners, the only request is that Go Ape is given 30 day notice of these events and we will happily modify our appointment times or operating hours.

3.4 ADA Compliance

A Go Ape Treetop Adventure course is designed to be as accessible as possible, including to those individuals with disabilities. Go Ape prides itself on its ability to design and create a course in a fashion that allows it to be enjoyed by the overwhelming majority of the population in compliance with the Americans with Disability Act. Additionally, the infrastructure required by Go Ape includes various ADA attributes including a ramp to the cabin and temporary facility and an ADA parking spot and ramp for disabled participants and visitors.

Participant Feedback: Confidence Builder for Child with Autism



LeAnne - Treetop Adventure. at Freedom Park. on 20 August 2015
Great bonding time with my sons. one of whom is heading to the Middle East in September with the Army and enjoyed his experience. My other son is Autistic and this experience helped him stretch outside his comfort zone and strengthened his confidence greatly. Thank you for such a great time and we will definitely do it again!

While the nature of the treetop adventure activity requires participants to be able to climb a rope ladder without assistance, 95 percent of the special needs community can participate in the course. Go Ape has facilitated groups with the following disabilities: Amputees, Autism, Blindness, Deafness, Emotional and Behavioral needs, Learning disabilities and many others. Unfortunately, the only visitors who Go Ape has not yet found a way to accommodate are those individuals requiring the use of a wheelchair. Go Ape caters to these disabled individuals by providing areas where they can view participants from below the course. As such, Go Ape meets all Americans with Disabilities Act (ADA) requirements for outdoor recreation.

Participant Feedback: Participation by the School for the Blind



Toni - Treetop Adventure. Treetop Junior. at Eagle Creek Park. on 17 July 2015
The Indiana School for the Blind and Visually Impaired. Expanding Your Horizons Camp had a fantastic time at Go Ape. The employees were fantastic and the girl giving the instructions did a fabulous job explaining to our blind/low vision students. The kids couldn't stop talking about what they had accomplished. They couldn't wait to tell their siblings or classmates who aren't blind/low vision what they had done. This experience will help them to continue to build self confidence and feel as if they can accomplish everything they attempt. Thanks to all of your staff. From the moment I called to set up this experience to the minute we left. it couldn't have been better. A special thanks to Sam and his staff at the Indiana Go Ape. They are the best!

Go Ape is continually seeking ways to improve its accessibility for all participants, and developing new methods of providing a quality experience.

3.5 Marketing Plan

The marketing strategy utilized by Go Ape will ensure that the community is aware of the amenity at Cranbury Park. Building the Go Ape brand in a new community has been successfully performed in each of our 12 locations.. Go Ape's marketing strategy requires



successful communication about the experience and product to potential participants at the outset and builds on Go Ape's focus of delivering a superior experience.

Participant Feedback: Go Ape Experience

Christopher - Treetop Junior, at Freedom Park, on 24 July 2015
From the moment we arrived (and our sons exploded in cheers when they saw the "Go Ape" sign on the registration building) through our entire experience, the Go Ape staff provided us with an excellent family adventure! The safety briefing (for the Treetop Junior course) was easy to follow and taught in at age appropriate level, and the course was a blast to run with our 9 year old and 6 year old. We will definitely be coming back soon!

In developing its marketing plan for a course, Go Ape will focus on recreational and educational qualities of the course, while promoting the unique characteristics of Cranbury Park. This strategy serves as the starting point to a comprehensive marketing plan, which is tailored to the local community.

The marketing public relations program will use the following media: on-line, radio, television, and print sources to promote Go Ape at Cranbury Park. Go Ape will provide a course specific marketing plan upon approval of the agreement to outline suggested campaigns and collateral for CNRP approval.

Examples of Media Coverage



Our marketing programs coupled with our high participant ratings on Trip Advisor (#1 Rated Activity in Each Location), Yelp, our internal feedback system, and various awards (such as Best Outdoor Activity in Eastern VA by Virginia Living Magazine and top 10 zipline adventures according to USA Today) ensure Go Ape will provide the local community with information and interest in the new leisure activity.



Listed below are some specific marketing activities that have been successful in obtaining exposure to new courses.

Ape Spotting

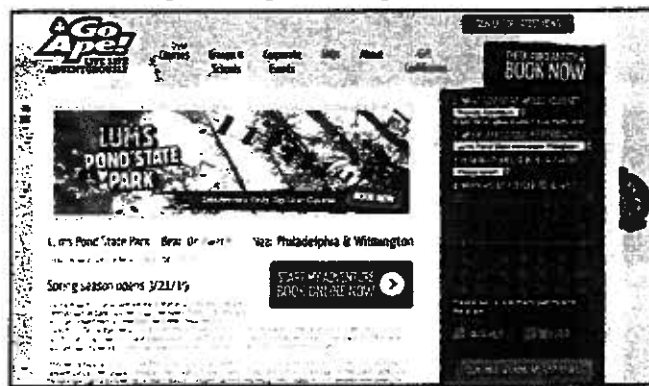
Go Ape organizes "Ape Spottings" at numerous local meeting places and events. A Go Ape "Gorilla" and other employees will hand out informational cards (business card size) and free Go Ape branded bananas. Go Ape promotes these events through social media by informing our Followers of the next Ape Spotting location and offering prizes to those that post pictures of themselves with our "Gorilla."



Website

Go Ape incorporates an award winning, custom website (<http://www.goape.com>) to provide prospective participants with information about courses and the opportunity to book on-line. To provide visibility and educate the public about the new Cranbury Park course, a dedicated webpage for it will be created. This park specific page will include informative videos, course details, and an interactive Google Maps service to provide participants with reliable directions. A course webpage will look similar to the webpage below.

Sample Go Ape Park Specific Website



Social Media

Moreover, social media has become critical part of the Go Ape experience. Both Facebook (<https://www.facebook.com/GoApeUSA>) and Twitter (<http://twitter.com/#!/goapeusa>) are popular sites for Go Ape participants. For example, over 73,000 people have become Facebook fans of Go Ape USA. Fans and Followers share their experiences through these social media outlets and also serve as an effective group for spreading information regarding upcoming events and promotions. Facebook ads and promoted posts to target those who have already joined Go Ape's page are utilized, as well as targeting by region, age and interest.

Participant Feedback



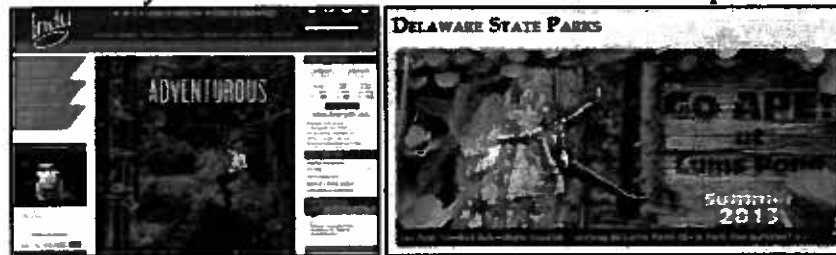
Go Ape participants have continued to provide positive feedback from our thrilling treetop adventure. This positive feedback has earned Go Ape positive feedback in media and independent social media sites such as Trip Advisor and Yelp. Go Ape is the #1 ranked attraction in all of its markets, including the highly competitive tourist destination, Williamsburg, Virginia. Even more impressive is the fact that Williamsburg includes Water Country USA (nation's largest waterpark), Busch Gardens, and Colonial Williamsburg.

Go Ape has been recognized by TripAdvisor with the Certificate of Excellence in 2013, 2014, and 2015. This certificate is only given to establishments that consistently achieve outstanding traveler reviews on TripAdvisor.

Partnership Marketing

Through Go Ape's partnerships with local tourism associations, Go Ape and Cranbury Park will benefit from the visibility that the Treetop Adventure course receives from other association partners. Below is one of the many examples of the prominent visibility Go Ape courses receive on tourism, non-profit, and park pages with <http://www.visitindy.com>, the official tourism website for Indianapolis. Because of partnerships with government organizations, these groups can leverage their existing relationships with local non-profits and tourism groups to increase awareness of Go Ape. By partnering with Go Ape, Cranbury Park is able to gain increased exposure for the course and other activities within the park.

Indy.com and Delaware State Park Website Examples



Go Ape also forms strategic non-profit partnerships with surrounding groups in the community to raise money and awareness for their programs.

For our Rock Creek Park course, Go Ape chose to partner with the nonprofit organization City Kids Wilderness Project whose mission is to provide enriching life and outdoor experiences to underserved and at-risk youth. Go Ape helped with programming and also raised approximately \$5,000 for the organization. Go Ape will offer the same benefits to Norwalk area non-profit associations.



Boy Scout Non-Native Removal Event at Go Ape; City Kids Wilderness Foundation (left to right)



On a national level, Go Ape has a partnership with the U.S. Fish and Wildlife Service and together efforts are made to educate park visitors on wildlife conservation. Additionally, Go Ape is aligned with programs such as "No Child Left Inside" and the "Let's Move" campaign to encourage more elementary aged children to be physically active and fight childhood obesity.

Most recently, Go Ape developed a relationship with Big Brothers, Big Sisters to provide opportunities for youths to experience outdoor adventure. Through this relationship, further emphasis was placed on encouraging an inclusive confidence-building outdoor activity for young participants, including the underserved. In furtherance of this relationship, Go Ape promoted the "National Live Life Adventurously Day," during which we donated one ticket to Big Brothers Big Sisters for every ticket purchased.

Promotional Advertisement for National Live Life Adventurously Day



Adwords and Retargeting

Go Ape will use both Google and Bing adword campaigns throughout the year to promote the Go Ape course at Cranbury Park. These campaigns will capture users searching specific keywords aligned to the Go Ape activity and optimized for the state and specific radiuses around the course. In addition to adwords, Go Ape will use retargeting ads to capture users who have previously visited GoApe.com. These serve as a reminder to come back and visit the website and book an adventure. Both adwords and retargeting ads have proven successful at attracting new guests to courses and the park.



Directional Signage

Go Ape creates well-placed signage at the reception cabin and, where possible, internal park directional signage as well as external signage along major roads. Go Ape will work with the Cranbury Park staff to develop, design and, if necessary, produce attractive, easy to read signs that will fit into the signage scheme of the park. An example of a directional sign used at our Rockville, MD course is displayed to the right. CNRP will approve the design and location of any signage prior to fabrication.

Go Ape Directional Signage



Print Materials

Sales literature will also be used to attract participants to the course. Examples of this type of literature include brochures, travel maps, and newspaper and magazine advertisements, which will initially be provided to CNRP for approval.

3.6 Sponsors and Advertising

Go Ape does not sell any advertising space within the course area. Outside of wayfinding signs and signs to identify our cabin area, Go Ape chooses to minimize any advertisement so the park can maintain its pristine nature. If additional advertising will be requested in the future, Go Ape seek approval from the City beforehand.

3.7 Pricing

Go Ape proposes to have two advertised admission fees:

- \$58 – 18 years of age and older
- \$38 – 10 to 17 years of age

Go Ape's 13-year operational record has provided valuable insight into the pricing model. Go Ape compares its proposed pricing to various industry competitors as well as other market substitutes. Go Ape believes that the admission fees of \$58 and \$38 for adults and children, respectively, will allow for Go Ape to achieve its target participant numbers, while maintaining a high quality participant experience. The graphic that follows is a table comparing Go Ape to the average cost of activities that participants consider when planning an activity / special event. Note that average prices for the activities are taken from vendors in the area, but have proven consistent with other locations around the country.

Cost Comparison Example in Region

Activity	Adult Price	Child Price	Duration
Maritime Aquarium	\$19.95	\$12.95	2 hours
Playland Park	\$30.00	\$20.00	2-3 hours
Go Ape	\$58.00	\$38.00	2-3 hours
Extreme Paintball Rambo Rental	\$74.99	\$74.99	Open Time



Skyllne Cruises - Lighthouse and Dinner Cruise	\$91.00	\$43.00	4 hours
Fantasy Ballon Flights Hot Air Ballon Ride	\$179.00	\$179.00	15 minutes
Soaring Adventures Tandem Jump	\$229.95	N/A	2 hours

Go Ape understands that this pricing structure may be too expensive for the lower-income/disadvantaged population. In an effort to reach underserved populations, Go Ape offers targeted discounts and promotions throughout the year. Go Ape will consult CNRP to provide various non-profit organizations with free and discounted tickets to the disadvantaged community. Moreover, we will offer special discounts for various groups, to include; seniors, military members, police, firefighters and youth/school groups (a comprehensive list can be found at <http://goape.com/groups>). These tickets are generally offered during non-peak times, so these giveaways and promotions will not materially impact the overall revenue to CNRP.

Go Ape is also willing to offer a 10 percent discount to City of Norwalk participants upon showing a valid driver's license on site.

3.7.1. Merchandise

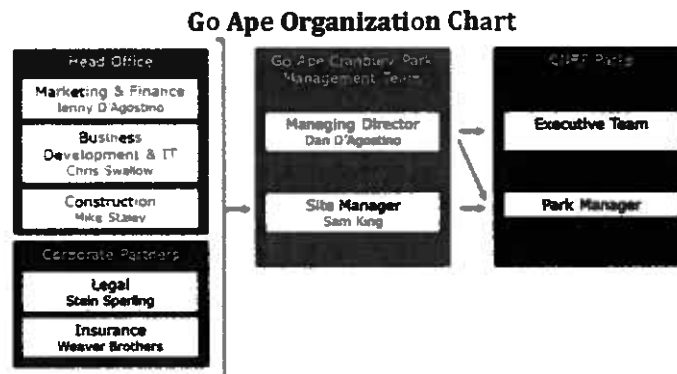
Go Ape also recommends offering additional merchandise such as Go Ape branded t-shirts and Nalgene water bottles and a limited selection of food items. The merchandise is sold largely at cost and provided for marketing purposes and to add to the participant's overall experience.

Item Description	Suggested Price
1. T-shirts, various sizes	\$15
2. Nalgene water bottles	\$10
3. Granola Bars (brand to be determined)	\$2 to \$3
4. Sports Drinks	\$2
5. Lanyards	\$5
6. Gloves	\$6
7. Ponchos	\$3
8. Ice Cream (brand to be determined)	\$2 to \$4
*Prices do not include local and state taxes.	



4. PROJECT TEAM ORGANIZATION AND STAFFING

Go Ape offers an effective and proven organizational structure for the development and operation of its courses. Each Go Ape Director is available at all times to address any concerns or questions that cannot be handled by the Site Manager. The Site Manager will be responsible for the day-to-day operations at Cranbury Park. The following figure displays an example of the Go Ape project team and demonstrates the lines of communication within Go Ape and to Cranbury Park. These individuals will be assigned to this project throughout its duration.



The Head Office team will provide oversight throughout the full life-cycle of the project and will ensure visibility and commitment of the entire Go Ape organization to ensure success of the course and operation. The Head Office and operational team has remained the same since inception overseeing the design, construction and operation of twelve Go Ape courses (see Section 1.3 for detailed description of similar projects) and includes the various qualifications:

USA Head Office (Name/Role/Qualifications/Percentage Involvement)
Mr. Dan D'Agostino/USA Managing Director - former Booz Allen Hamilton management consultant based in Washington, DC and London, England. Successfully developed and operated all existing Go Ape courses in the USA. Was recognized by ACCT for his contribution in developing public-private partnerships and was asked to sit on their Government Advisory committee for the association. Dan has spoken at various public hearings in support of parks and their role within our community. <i>15 percent</i>
Jenny D'Agostino/Marketing & Finance - former Manager of Alvarez & Marsal's Dispute Analysis & Forensics practice where she opened and managed the firm's European practice. She leads the accounting, sales, and marketing aspects of the business. Jenny also sits on the Board of Directors for the Rock Creek Conservancy, an organization whose mission is to protect the water, parks and land that surround the 33-mile Rock Creek in Washington DC and Maryland. Jenny provides oversight and governance as well as assisting with the outreach and educational goals of the Conservancy. <i>15 percent</i>
Chris Swallow/Business Development - formerly was responsible for the development and management of large DoD and EPA programs with 40+ staff and contracts exceeding \$10 million a year. Chris now works with State, County, and Metropolitan Parks Departments around the country to support procurements and the expansion of Go Ape courses. Chris also represents Go Ape at various conferences, including NRPA where he has been a member for over 3 years. Chris has led several public meetings to inform the public about course development. <i>20 percent</i>



USA Head Office (Name/Role/Qualifications/Percentage Involvement)

Mike Staley/Construction - leads all aspects of new course development for Go Ape, managing a team of 6. Mike has successfully built all existing Go Ape courses in the USA while delivering completion on time and on budget. An ISA Certified Arborist, Mike has built all courses while maintaining high regard for the trees and surrounding park environment. *35 percent*

Sam King/ Site Manager - leads all aspects of the operations for the new course and manages the instructor team at Go Ape. Responsibilities include safety and course inspections, hiring, staff training, and local marketing. Sam is also responsible for day-to-day interactions with park staff. *100 percent*

Go Ape does not typically use any sub-contractors in our builds. All construction and maintenance is performed in-house due to the specific skill sets required.

The resumes of the key personnel that will be involved with the course at Cranbury Park are provided on the pages that follow.



Dan D'Agostino



Dan D'Agostino
dan@goape.com

Summary

Dan D'Agostino is the USA Managing Director for Go Ape and has led the US company since its inception in 2009. With over 15 years of business experience, Dan leads a team of over 100 on all business matters to include; operations, marketing and human resources. Dan has extensive project management experience ensuring all existing Go Ape public private partnerships are delivered on-time, on-budget and with attention to environmental sensitivities. Dan has instilled a culture at Go Ape with a guiding focus on following four values in everything the company does; encourage everyone to live life adventurously, provide a tremendous guest experience, be socially and environmentally responsible and to do the right thing.

Past Projects

Project Manager, London 2012 Olympics

As a Project Manager within the Program Controls Team, managed the cost of a 500 million GBP budget for the build of the Olympic Stadium for the 2012 Summer Olympic Games in London, England .

Management Consultant, Booz Allen Hamilton

IT and Management Consultant focused on Project Management engagements for the US Army's Human Resources Command.

Work History

2009 – Present. USA Managing Director, Go Ape - Frederick, MD

2008 – 2009. Project Manager, London 2012 Olympics – London, UK

2004 – 2008. Management Consultant, Booz Allen Hamilton – McLean, VA and London, UK

2001 – 2004. Project Manager, Advanced Acoustic Concepts – Columbia, MD

2000 – 2002. Project Administrator, Viacom Government Affairs – Washington DC

Education

Wharton Business School, University of Pennsylvania, Executive Education Program

McDaniel College, Westminster, MD, B.A., Business Administration

Qualifications / Certifications

Government Relations Committee, Association for Challenge Course Technology

F24 Committee, ASTM



Jenny D'Agostino



Jenny D'Agostino
301-325-5464
jennv@goape.com

Summary

Jenny D'Agostino is the Finance Director for Go Ape and has successfully grown the business from its inception in 2009 to 10 courses in 2015. She brings over 13 years of business experience in finance, including building two forensic services practices for both public and private companies. Jenny manages the finances and accounting functions of all Go Ape courses in the USA. Her work includes oversight of revenue and expenses of each location and works to ensure that builds are on budget and that gross revenues are maximized for each of our park partners.

Past Projects

Senior Manager, Alvarez & Marsal, London, UK & Washington, DC
As a Senior Manager of the Dispute Analysis & Forensic Services Practice, Jenny helped build a European team from 2 people to 28. She provided financial analysis and consultation in business and dispute contexts including International Arbitration, transactions disputes, forensic investigations and business valuation. Jenny also provided expert witness support for a major international arbitration dispute involving allegations of fraudulent conduct and breach of pre-contractual duties across 5 countries.

Manager, Navigant Consulting, London, UK & Washington, DC
Jenny provided litigation support for numerous government contract disputes and assisted with the investigations of multi-billion dollar losses at a healthcare receivables company. Work included investigation and substantiation of management's efforts to conceal the diversions and the quantification of losses. Jenny led a team of 12 to conduct a financial reconciliation for a large insurance company. She also managed one of the largest IT litigations to be brought before London's Technology and Construction Court.

Work History

2010 - Present. Finance Director, Go Ape - Frederick, MD
2009 - 2010. Senior Manager, Alvarez & Marsal - Washington, DC
2008 - 2009. Manager, Alvarez & Marsal - London, UK
2006 - 2007. Manager, Navigant Consulting - London, UK
2004 - 2006. Manager, Navigant Consulting - Washington, DC
2002 - 2004. Consultant, Tucker Alan, Inc - Washington, DC

Education

2003, The University of Virginia, Charlottesville, VA
B.S., Commerce with Finance concentration, Theatre Minor



Chris Swallow



Chris Swallow
415-553-0769
chris@goape.com

Summary

Chris Swallow is the Business Development Director for Go Ape and creates public-private partnerships for Go Ape. Chris brings over 14 years of business experience in management, procurements, organizational design, information technology, and sales. In 2013, Chris was selected and named by the National Recreation and Parks Association (NRPA) Board as a "trendsetting innovator" within the parks space and was asked to speak to the board on public-private partnerships. This distinction was highlighted in the January 2014 edition of NRPA's magazine.

Past Projects

Lead Associate, Booz Allen Hamilton, Washington, DC

Responsible for the development and management of large-scale organizations and managed over 40+ staff and contracts exceeding \$10 million a year. Chris provided project management, strategy, and information technology to the projects across the DoD from the Army Surgeons Generals Office to the Defense Information Systems Agency (DISA). Chris also supported business development efforts within Booz Allen and winning prominent procurements within his department.

Assistant Project Manager, HydroGeoLogic, Herndon, VA

Supported the Strategic Environmental Research and Development Program (SERDP) and Environmental Strategic Transition and Certification Program (ESTCP) funding agencies that identify, develop, and transition environmental technologies that relate directly to defense mission accomplishment for the DoD. Within this job Chris evaluated and selected technical proposals for funding in the Pollution Prevention thrust area to ensure military benefit. Chris managed the entire lifecycle of new and continuing projects for both programs, totaling nearly 80 research projects and 15 million dollars (US) and the reporting system to Congress.

Work History

2010 – present. Business Development Director– Frederick, MD

2004 – 2010. Lead Associate, Booz Allen Hamilton– Washington, DC

2001 – 2003. Assistant Project Manager, HydroGeoLogic– Herndon, VA

Education

Wharton Business School, University of Pennsylvania, Executive Education Program

2001, James Madison University, Harrisonburg, VA

B.S. Integrated Science and Technology, Concentration in Material Science
Senior Thesis- The Solidification Methods of Aluminum Alloy A356 and the Impact on Hydrogen Porosity



Sam King



Samuel King
301-377-2574
Sam.king@goape.com



Summary

Samuel King manages the Go Ape Eagle Creek team. Last season's attendance increased with the use of local marketing efforts by using social media and flyers. Sam has worked with the outdoor industry for 9 years bringing construction, guest relation and management skills to the Eagle Creek Course. He effectively organized volunteer groups of course staff to assist Indy Parks with land management and modernization projects within Eagle Creek. The Eagle Creek team has had 22 successfully trained instructors who have provided training to over several thousand guests. Sam works closely with the Eagle Creek Park foundation helping promote donation days, that boost funds for smaller park projects.

Recent Projects

Site Manager, Adventure Forest LLC Go Ape
Trained and managed a staff of 22 instructors, including conducting staff performance evaluations
Prepared staffing schedules
Reconciled visitor numbers to waivers and admissions fees
Processed weekly cash bank deposits
Maintained merchandise inventory
Procured supplies for the general operation of the course
Oversight of daily and monthly equipment and course checks, daily radio log entries
Served as host to organizers considering Go Ape for a group outing

Assistant Field operations Manager, Strategic Sports Inc.

Created weekly staffing schedules for reservations at the course
Trained staff in safety procedures and game formats
Maintained 25 acres of property
Reconciled waivers and registers
Managed inventory of rental equipment, food, and merchandise

Front Desk and General Maintenance, Gold's Gym

Checked in gym members and maintained accounts
Sold front end merchandise
Handled inquiries from current and potential members
Cleaned gym equipment weekly
Installed and repaired equipment around the facility

Work History

2013 - Present. Site Manager, Adventure Forest LLC Go Ape - Indianapolis, IN
2011 - 2012. Treetop Instructor, Adventure Forest LLC Go Ape - Rockville, MD
Winter 2011. Practicum/intern, Freedom Fitness Center - Prince William, VA.
2008 - 2012. Assistant Field manager, Strategic Sports Inc. - Aldie, VA
2006 - 2008. Proshop and Technical service, Strategic Sports Inc. - Rockville, MD

Education

2010 - 2012, George Mason University, Fairfax, Virginia
B.A., Health, Fitness, and Recreation Resources
2007 - 2010 Montgomery College, Rockville, Maryland
General Studies

Qualifications / Certifications

Completion of Go Ape Rescue Training
Certified Red Cross CPR/First Aid



4.1 Site Staffing

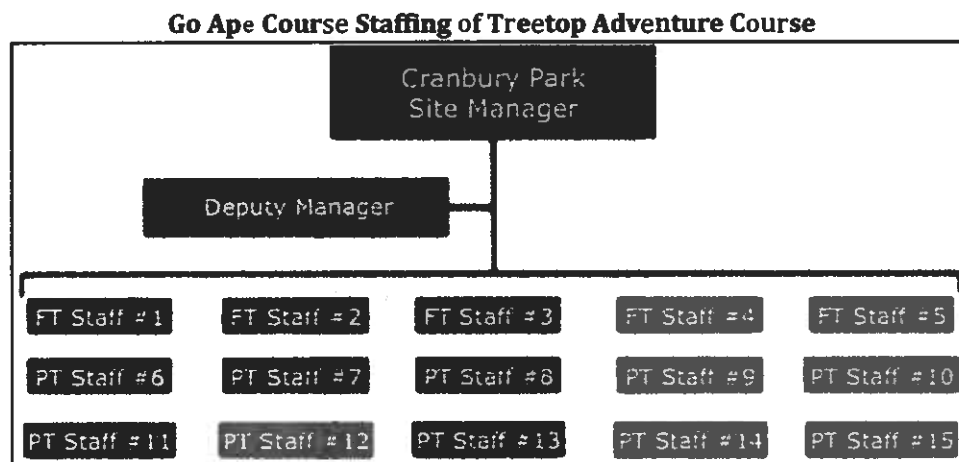
A Go Ape course requires a staff that is trained and knowledgeable in the operation of treetop adventure courses. Go Ape has garnered in-depth knowledge of the qualities and characteristics necessary in its instructors through its staffing of 38 previous courses. As such, Go Ape will handle all recruiting and management of its staff, thereby ensuring the optimal level of safety is provided to participants in line with its existing exemplary safety record. Go Ape ensures the appropriate number of excellently trained staff is on-site to manage and operate the course on a daily basis, inclusive of at least one employee certified in Advanced First-Aid on-site at all times.

Participant Feedback: Excellence of Staff



Lisa - Treetop Junior, at Freedom Park, on 24 August 2015
We LOVED Go Ape! We visited with our two children, ages 9 and 5, both children asked if we could come back. Your staff was top notch, from when we checked in to when we took off our harness! We look forward to coming back!

The treetop adventure course requires 16 to 20 staff members to effectively manage the seasonal operations of the course. To begin the staffing process, an experienced Site Manager from an existing course, Sam King, will become the Site Manager at Cranbury Park, thus leading the implementation of all safety guidelines and procedures. Mr. King's resume has been provided within this section. Go Ape will hire the remaining 14 to 19 staff instructors locally. Instructors are generally recruited through craigslist.com, outdoorindustryjobs.com, and other common job websites. All hiring will be done in accordance with local and state statutes. All staff, including the Site Manager, will undergo mandatory background checks during the recruiting process.



*FT = Full-time staff, PT = Part-time staff

Site Manager

The Site Manager position requires considerable experience in implementing Go Ape's safety and operational policies. In addition, Site Managers also receive specialized training to assist with:



- Recruitment of six full-time and four to nine part-time staff;
- Training of course staff;
- Execution of management controls (e.g., auditing of equipment safety checks, compliance with internal requirements for rescue training and safety brief checks, reconciliation of site admission sales and merchandise inventory, storage of personnel and sensitive information, etc.); and
- Communication procedures (e.g., publicity features, crisis management, etc.).

4.2 Staff Training

The proper training of staff is critical to the safe operation of a Go Ape Treetop Adventure course. Go Ape endeavors to train all staff in providing excellent customer service while ensuring the safe and proper use of equipment on the course. This creates a safe environment, as shown by Go Ape's industry leading safety record, in which participants can enjoy the adventure. The Go Ape training program is structured in three parts:

- Manager Training – for all Go Ape Site and Deputy Managers
- Instructor Training – taught by the Site Manager to all his/her staff
- Rescues and Emergencies –administered and taught by an independent third party

These training programs ensure that each employee is equipped with the appropriate knowledge to operate and maintain a Go Ape course. The completion of the training program is mandatory for all employees hired to work at a Go Ape course.

Go Ape Instructor with Participant



4.2.1. Site Manager Training

Before the course instructors are recruited, an experienced Site Manager is selected to operate the course. Site Managers are individuals who previously worked with Go Ape and demonstrated a strong aptitude in leadership, teambuilding, communication, organization, logistics, problem solving and other business and management skills. The syllabus for



Manager Training includes topics like Banking Procedures, Oversight of Records, Auditing PPE Checks and Recruitment. The Site Managers must demonstrate a high level of competency in each module, effectively run a course and train others while supervised for at least half a season prior to receiving the role at a new course. The Site Manager will have American Red Cross-approved First Aid and CPR certifications.

4.2.2. Instructor Training

Instructors will undergo a weeklong induction and training course that is standardized across all sites, ensuring that identical levels of understanding and safety competence are achieved and maintained. The training program consists of both classroom and experiential/hands-on training. Each employee must demonstrate competency in each training module before becoming a qualified Instructor. By creating a specific syllabus and training methods, Go Ape ensures that every Instructor receives the same level of safety training, whether they join at the start of the year or halfway through the season. Further, all of our staff, both current and new, must undergo training on an annual basis.

Anonymous Instructor Feedback from Go Ape Instructor on Training

"I thought that training was thorough and engaging. Our Team Leader/Site Manager did an excellent job of incorporating PowerPoints along with practical "boots on the ground" training."
- Go Ape Instructor

4.2.3. Rescue and Emergency Training

Rescue and emergency trained personnel are critical to ensure a course is capable of handling emergency situations. Go Ape trains its employees to safely bring a participant from the course back to the ground. The Site Manager and selected full-time staff that demonstrate certain skills and behavioral traits are selected to attend Go Ape's Rescue Training program. All rescue-trained operators will receive first aid and cardiopulmonary resuscitation (CPR) training. Additionally, all rescue-trained personnel are required to receive bi-weekly re-assessments by the Site Manager.



5. PROJECT APPROACH

Go Ape's approach throughout the lifecycle of the project is on preserving and protecting the natural resources of its partners. In doing so, Go Ape, in collaboration with the park, selects a location that has the least impact on the natural state of the park. Further, the installation methods utilized are unique in their ability to protect the natural state of the park and wildlife by minimizing impacts to trees and the forest grounds.

Through the design, development, and build phases of the project Dan D'Agostino will be the main point of contact to ensure a smooth operation of the course. Dan will be conducting the public meetings when

Day to Day Contact through Design and Proposal Phases		
Name	Phone Number	Email
Dan D'Agostino	301.300.0710	Dan@goape.com

After these phases of the project are complete the day to day contact will be Sam King, but Dan will always be available for any questions. Dan will be providing all contract deliverables and regular inputs into the progress of the project.

This method of management with the parks has proven successful with other park partners in creating a single point of communication for the operation of the course. As a best practice, Go Ape would also prefer if CNRP also has a similar configuration for the project where one staff member can handle regular questions and deliverables.

5.1 Facility Name

Go Ape proposes the course and its operational facility bear the Go Ape Treetop Adventure name. Promotional materials, such as the course specific website that will be created by Go Ape, will identify the course as Go Ape at Cranbury Park ensuring participants are aware of the course location and its association with Cranbury Park.

5.2 Permits and Fees

Go Ape will be responsible for any required permits and fees associated with the construction and operation of its Treetop Adventure course.

State and Local License and Permit Requirements

The State of Connecticut does not have specific regulations pertaining to the operation of zipline courses. Go Ape will be required to comply with local building codes and business license requirements. As such, Go Ape will be responsible for obtaining the necessary permits and any business licensures required to build and operate the treetop adventure course. Moreover, Go Ape is happy to provide information regarding all operational and maintenance activities, including complete engineering documents for the build locally to provide solace to local regulators and risk managers that it is a top run and operated business. Go Ape does appreciate the parks support navigating the process and making connections with the appropriate members of the city.



5.3 Quality Control - Reporting

Go Ape understands that CNRP will want visibility of Go Ape development and operations within Cranbury Park. One of the ways Go Ape accommodates this desire in addition to regular meeting and schedule updates is through sharing key deliverables used to manage the quality of its operation. Listed below are the deliverable names, their intended purpose, the phase of creation in the development lifecycle, and CNRP review and consultation recommendations.

Phase	Deliverable	Purpose	CNRP Review
License Agreement & Course Approval	License Agreement	Provide contractual guidelines for course development and operation.	Review and approval prior to project start
	Project Schedule	Review and discuss project activities, timing, and responsibilities	Recommend review on Day 1 of project
	Course Design Sitemap and Schematic Design	To provide location, elevations, tree identification, and obstacles within course	Provide schematic design to be approved by CNRP
	Independent Tree Inspection	Ensure all trees used during course are healthy	Provide prior to build and annually
	Minor Site Plan	Outline structural aspects for approval of cabin construction	Provide Site Plan for approval to CNRP
	Construction and Operation Insurance Policies	Provide documentation of insurance coverage	Provided to CNRP prior to build and operation for records
	Waivers and Disclaimers	Provide legal protection in case of course incident	Recommend CNRP review prior to opening day
	Business License	Provide Go Ape with necessary approval to conduct business at Cranbury Park	Provided to CNRP prior to construction
	Engineered Drawings	Satisfy local building standards, if applicable, submitting a sealed drawing	Provided to CNRP prior to submission for approval.
	PR and Marketing Campaign Documentation	Provide an overview of marketing and PR campaigns we hope to execute to support the course	Recommend review and approval prior to build start
Phase	Deliverable	Purpose	CNRP Review
Development	Course Inspection – ACCT Standard	Ensure course is built to industry standard and complies with guidelines established for operations and public safety. Comply with applicable local, state and federal laws.	Provided CNRP prior to operation for records
	Yearly Inspection certificate and the Insurance policy	Comply with applicable local, state and federal laws, codes, regulations and ordinances, providing insurance documentation to support compliance.	Provided to CNRP and reviewable on a yearly basis.



Phase	Deliverable	Purpose	CNRP Review
Operations	Operational Inspection	To ensure course continues to be built to industry standards. Inspections will ensure Go Ape is responsible for the maintenance and daily safety of all equipment.	Review available after opening day upon request.
	Incident Report	To track incidents on the course	Review internally on a weekly basis. Reported immediately upon a significant incident.
	Participant Service Feedback System Output	To track participant reception of the course experience	Available upon request
	Monthly Tax Records/ Sales Report – documents will be an export of our financial system and a copy of our tax documentation verified by our accounting firm	Provide auditable account of financials	Go Ape can provide monthly reporting and payment; however, it would prefer to provide quarterly reporting and payment monthly.
	Annual Reports / Seasonal Revenue Statement	To provide complete report of annual financials and activities	Provided to CNRP annually. By March of the following year.
	Emergency Plan	In case of emergency CNRP is aware of plans and procedures	Reviewed once finalized and upon request

On Day 1 of the award, Dan D'Agostino, Go Ape's USA Managing Director, will consult with the respective CNRP official(s) and will provide a detailed schedule for discussion and feedback. The schedule below reflects an average time and completion date for each activity. Following award, scheduled activities #1 (Submit Proposal and Approval) and #2 (Prepare License Agreement) are largely dependent on action from CNRP. Inspections and Engineering Review are also dependent upon the independent external review Go Ape procures from an Engineer who will inspect the course against the ACCT standard. The Design Review should be performed in coordination with CNRP for approval. Go Ape has confidence in the timelines for the remaining activities based on our vast experience in building adventure courses across the country.

FCPA Proposed Schedule

ACTIVITIES	DESCRIPTION	CALENDAR (2015/2016)
Submit Proposal and Approval	Timeline to begin upon award	12/30/2015
Draft and Finalize Agreement	CNRP and Go Ape to agree to terms and finalize agreement.	1/12/2016 – 1/25/2016
Marketing	Upon signing of agreement, marketing activities will commence via; radio, social media, PR, etc. CNRP will approve marketing activities.	1/25/2016 – 7/1/2016
Course Design	Conduct design of Treetop Adventure Course	1/25/2016 – 2/9/2016
Design Review	Provide CNRP Officials the proposed design and incorporate feedback	2/10/2016 – 2/17/2016
Final Permitting	Acquire necessary permitting for construction/build. Permitting info will be provided to requisite department prior to final design submission to expedite final permitting length.	1/25/2016 – 5/1/2016
Treetop Adventure Course Development	Install all platforms, obstacles, course ziplines and accompanying infrastructure	5/1/2016 – 7/1/2016
Staffing and Training	Hire all operations staff and provide mandatory 2 week safety training to all	3/2/2016 – 6/24/2016
Inspections and Engineering Review	Conduct internal and external inspections of the development to include ACCT inspection	6/15/2016 – 6/30/2016
Opening TTA	Open Go Ape TTA	7/1/2016



ACTIVITIES	DESCRIPTION	CALENDAR (2015/2016)
Opening TTJ	Open Go Ape TTJ	4/1/2017

During the design and construction of the courses, Go Ape will provide bi-weekly updates to the required park officials on the progress of the project and provide requisite approvals. Go Ape will build the infrastructure and Adventure Course first. Once operational, Go Ape recommends an annual meeting to ensure the project is meeting both parties' expectations and to investigate ways to further strengthen the partnership. This is in addition to regular meetings between the Site Manager and the Cranbury Park Manager. Ad hoc meetings or information requests by CNRP are encouraged as Go Ape operates with the expectation of complete transparency.



6. FINANCIAL OFFER

In order to understand Go Ape's methodology for arriving at the proposed revenue share, an understanding of the costs associated with the build and operations of the treetop adventure course is required. Go Ape based the aggregated direct costs off of existing operations and believe they are reasonable based on our past experience. The visitor numbers are based on the potential of the Norwalk area. Below is the forecast Gross Revenue for the first 5 years of operations at Cranberry Park. Due to the difficulty in forecasting year 1 based on when the contract award will take place, we assumed a full first year of operations, with the course opening in April. The projection also anticipates building a treetop junior course the in Year 2. The line item direct costs are not provided due to the confidential nature of this information, but Go Ape is happy to provide a detailed P&L with appropriate line items upon request.

5 Year Gross Revenue					
	Year 1	Year 2	Year 3	Year 4	Year 5-10
Income					
Gorillas & Orangutans	14,600	17,520	18,980	20,440	21,900
Baboons	5,400	6,480	7,020	7,560	8,100
Treetop Adventure Visitors	20,000	24,000	26,000	28,000	30,000
Treetop Adventure Ticket Sales	920,000	1,104,000	1,196,000	1,288,000	1,380,000
Treetop Junior Visitors		11,000	14,000	17,000	20,000
Treetop Junior Ticket Sales		275,000	350,000	425,000	500,000
Merchandise Sales	26,000	45,500	52,000	58,500	65,000
Total Revenue	946,000	1,424,500	1,598,000	1,771,500	1,945,000
Cost of Sales					
Direct Site Costs					
Rent	808,760	1,229,105	1,329,120	1,436,335	1,595,350
Total of Other Direct Costs	***	***	***	***	***
Total Cost of Sales	808,760	1,229,105	1,329,120	1,436,335	1,595,350
Gross Margin	137,240	195,395	268,880	335,165	349,650
Gross Margin %	15%	14%	17%	19%	18%

This 5 Year Gross Revenue does not take into account head office costs into the forecast or gross margin. Year 5 includes a course refresh of the treetop adventure course that costs approximately \$100k. Go Ape thought it was important to include a 5 year projection because typical courses do not reach their participant maturity until the 5th year of operation.

6.1 Revenue Share

For the proposed 10 year initial term with two five year extensions, Go Ape will pay CNRP a total annual payment of \$15k/year that will be paid quarterly towards the annual gross compensation which will be calculated using the gross revenue of the course multiplied by an escalating fee. In the event that the annual payments exceeds the annual gross



percentage, which is four percent (4%) of the Gross Revenues, no adjustment by Go Ape will be required. If the annual gross percentage exceeds the annual 15k, Go Ape will provide the difference at the end of the season. Quarterly payments will start 3 months after the course begins operation and commence every 3 months for the remainder of the contract. If Go Ape is unable to open due to factors outside of their control, the minimum payments will be prorated for the first and last year based upon the opening of business and the closing of the business. The tiers of the escalating gross revenue share can be found below.

Escalating Revenue Share						
	Base Percentage	1st Tier	2nd Tier	3rd Tier	4th Tier	5th Tier
IF Go Ape Gross Revenue Is	< \$ 799,999	\$ 800,000 >	\$ 900,000 >	\$ 1,000,000 >	\$ 1,200,000 >	\$ 1,400,000 >
Percent of Revenue Share	4%	5%	6%	7%	8%	9%

Go Ape believes this revenue share model provides a steady revenue over time, while allowing CNRP to fully reap the benefits of a successful course. Admission fees will be calculated on a monthly basis using our custom, proprietary reporting system, Infogen, to determine the number of Go Ape visitors and the respective revenue received. This reporting extract will be available for authorized CNRP representatives and derived from the data and system used to determine statutory tax calculations for Federal, State and local returns.

Go Ape defines gross revenues as the amount of sales of all merchandise, entry or event fees and/or services sold and does not include the amount collected for taxes or other governmental charges and expenses. Because our gift certificate purchases are not used evenly across our courses, we do not include their sale within the gross revenues total, but will include them once they are redeemed for the course. Also not included in the gross revenue total are any sum refunded or credited given to Go Ape's customers, provided that the sum or credit must not exceed the sale price of the goods or the charges for the services.

The percentage revenue figures at each tier were selected to incentivize Go Ape to reach the highest potential and provide the maximum revenue share to CNRP. An estimated annual breakout of CNRP's revenue share is provided below.

	Year 1	Year 2	Year 3	Year 4	Year 5-10
Total Revenue per Year	946,000	1,424,500	1,598,000	1,771,500	1,945,000
Estimated Payment to CNRP	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Gross Percentage Revenue Achieved	6%	9%	9%	9%	9%
Revenue Share Amount	56,760	128,205	143,820	159,435	175,050
Total Estimated Revenue to CNRP	\$ 56,760	\$ 128,205	\$ 143,820	\$ 159,435	\$ 175,050



7. REFERENCES

See Section 1.3 Company Experience.



8. SUMMARY

Go Ape will design, build and operate a Go Ape Treetop Adventure Course for Cranbury Park with the objective of providing quality services to the community through balancing educational and recreational aspects of the activity. It will ensure that the course fits seamlessly with the existing park atmosphere thereby "preserv[ing] and protect[ing] the City's natural resources" while offering the community a "leisure opportunit[y] that enhance[s] physical, intellectual, social and cultural growth and development." Go Ape also hopes to infuse participants with an appreciation of Cranbury Park and engage participants in ways to encourage further outdoor experiences. Additional benefits are summarized below.

Environmental benefits and enhancement of stewardship:

- Removal of non-native invasive species, or similar activity with a positive environmental impact to the park.
- Organization of park clean-up days and encourage participation from the local community through discount and free ticket giveaways.
- Conduct proper forestry of the Go Ape course area at Cranbury Park to include removal of deadwood and dead trees to ensure the course area is safe for participants and non-participants (leaving brush piles and snags where appropriate), and use of woodchip to limit root impaction.
- Implementation of educational signage regarding unique environmental aspects of Cranbury Park throughout the course.

Community benefits of quality and value:

- The Go Ape course activity is an excellent complement to existing physical and educational outdoor initiatives encouraging community members to take part in physical outdoor activities, specifically those offered at Cranbury Park.
- Thousands of dollars will be provided in donations to charities, school groups and other organizations through partnerships with non-profit and charitable organizations. Go Ape will provide over 500 free tickets a year to the underserved community.
- Activity designed to reach the majority of the population across all age groups and physical abilities, including accessible physical activity to 95% of the disabled community.
- An activity designed to build self-confidence of participants and improve both mental and physical well-being.



9. RESPONSE FORMS

See following page.

1.1A RESPONSE FORM - RFP #3642 - SEASONAL TREE TOP ROPE ADVENTURE COURSE

Vendor Name - Go Ape, Adventure Forest LLC	
Address - 241 East 4th Street, Fredens MD 21701	
Phone - 415-553-0769 Fax -	Email - chris@goape.com
Manager - Chris Swallow	Fed ID# 61-1542864

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Initial Licensing Period - Proposed License Fees

Year	Seasonal Operating Periods	Proposed Annual Fees
1.	April 1, 2016 to November 30, 2017	\$ 15k
2.	April 1, 2017 to November 30, 2018	\$ 15k
3.	April 1, 2018 to November 30, 2019	\$ 15k
4.	April 1, 2019 to November 30, 2020	\$ 15k
5.	April 1, 2020 to November 30, 2021	\$ 15k
6.	April 1, 2021 to November 30, 2022	\$ 15k
7.	April 1, 2022 to November 30, 2023	\$ 15k
8.	April 1, 2023 to November 30, 2024	\$ 15k
9.	April 1, 2024 to November 30, 2025	\$ 15k
10.	April 1, 2025 to November 30, 2026	\$ 15k

2. Renewal Period #1

Year	Seasonal Operating Periods	Proposed Annual Fees
1.	April 1, 2026 to November 30, 2027	\$ 15k
2.	April 1, 2027 to November 30, 2028	\$ 15k
3.	April 1, 2028 to November 30, 2029	\$ 15k
4.	April 1, 2029 to November 30, 2030	\$ 15k
5.	April 1, 2030 to November 30, 2031	\$ 15k

3. Renewal Period #2

Year	Seasonal Operating Periods	Proposed Annual Fees
1.	April 1, 2031 to November 30, 2032	\$ 15k
2.	April 1, 2032 to November 30, 2033	\$ 15k
3.	April 1, 2033 to November 30, 2034	\$ 15k
4.	April 1, 2034 to November 30, 2035	\$ 15k
5.	April 1, 2035 to November 30, 2036	\$ 15k

Submitted by - Chris Swallow	12/28/2015
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B RESPONSE FORM - RFP #3642 – SEASONAL TREE TOP ROPE ADVENTURE COURSE

Vendor Name -

Go Ape

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Initial License Period – Proposed Gross Revenue Fees

Year	Seasonal Operating Periods	Proposed Gross Revenue Fee		
		\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K
1.	October 1, 2016 to March 30, 2017	4 %	4 %	4-9 %
2.	October 1, 2017 to March 30, 2018	4 %	4 %	4-9 %
3.	October 1, 2018 to March 30, 2019	4 %	4 %	4-9 %
4.	October 1, 2019 to March 30, 2020	4 %	4 %	4-9 %
5.	October 1, 2020 to March 30, 2021	4 %	4 %	4-9 %
6.	October 1, 2021 to March 30, 2022	4 %	4 %	4-9 %
7.	October 1, 2022 to March 30, 2023	4 %	4 %	4-9 %
8.	October 1, 2023 to March 30, 2024	4 %	4 %	4-9 %
9.	October 1, 2024 to March 30, 2025	4 %	4 %	4-9 %
10.	October 1, 2025 to March 30, 2026	4 %	4 %	4-9 %

2. Renewal Period #1

Year	Seasonal Operating Periods	\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K
1.	October 1, 2026 to March 30, 2027	4 %	4 %	4-9 %
2.	October 1, 2027 to March 30, 2028	4 %	4 %	4-9 %
3.	October 1, 2028 to March 30, 2029	4 %	4 %	4-9 %
4.	October 1, 2029 to March 30, 2030	4 %	4 %	4-9 %
5.	October 1, 2030 to March 30, 2031	4 %	4 %	4-9 %

3. Renewal Period #2

Year	Seasonal Operating Periods	\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K
1.	October 1, 2031 to March 30, 2032	4 %	4 %	4-9 %
2.	October 1, 2032 to March 30, 2033	4 %	4 %	4-9 %
3.	October 1, 2033 to March 30, 2034	4 %	4 %	4-9 %
4.	October 1, 2034 to March 30, 2035	4 %	4 %	4-9 %
5.	October 1, 2035 to March 30, 2036	4 %	4 %	4-9 %

Submitted by -

Ch m jll

Authorized Agent of Company (name and title)

12/28/2015

Date

he above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.2 PROPOSER'S STATEMENT OF QUALIFICATIONS

If a qualification statement is not on file with Purchasing, or is over one year old, please answer the following questions. Attach a financial statement or other supportive documentation.

1. Number of years in business 13
2. Number of personnel employed Part time ~200, Full time 40
3. List the locations of the tree top rope adventure and zip line course facilities operated by the proposer within the last three (3) to five (5) years:

Location & Size	Dates of Operation [start & end dates]	Contact Person	Phone No.
. Rockville, MD, 7 acres	3/2010 - 10 years contract	. Michael Riley	. 301-445-2500
. Williamsburg, VA, 8 acres	2/2012 - 10 years	. John Carnifax	. 757-259-5561
. Indianapolis, IN, 7 acres	4/2012 - 15 years	. Lisa Leming	. 317-327-7058
. St. Louis, MO, 6 acres	7/2013 - 15 years	. Tom Ott	. 314-615-7017
. Bear, DE, 8 acres	7/2013 - 10 years	. Grey Abbot	. 302-739-9203
. New Britain, 7 acres	7/2015 - 10 years	. Erik Barberi	. 860-826-3453

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☒	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☒	☐
	<u>Out-of-State corporations</u> - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		☒	☐

Vendor Name - Go Ape

6. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	<u>Adventure Forest LLC</u>			
Address	<u>241 East 4th Street, Suite 105</u>			
City	<u>Frederick</u>	State	<u>MD</u>	Zip
				<u>21701</u>
Name of Agent	<u>Chris Swallow, new LLC will be provided upon award</u>			

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

All information should be supported with appropriate audited financials.

- Book Value (Total Assets (-) Total Liabilities)
- Working Capital (Current Assets (-) Current Liabilities)
- Current Ratio (Current Assets/Current Liabilities)
- Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- Return on Assets (Net Income/Total Assets)
- Return on Equity (Net Income/Shareholder's Equity)
- Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
<u>No subs anticipated</u>			

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

Attach any additional information, which demonstrates your qualification for this work including appropriate certifications.

END OF SECTION

City of Norwalk
Cranbury Park



www.GoApe.com



Go Ape is a turnkey treetop adventure course provider for your park...

Go Ape will:

- Design, build and operate the adventure course(s), including staff management
- Discrete addition to public parks
- 12 current park partnerships
- Go Ape is tailored to operate in public parks and align to park goals

...we ask for NO resources from our park partners





What is the Go Ape Treetop Adventure and Junior Course experience?

- Participants navigate the forest canopy using ziplines, swings, rope ladders and other obstacles through the treetops
- 2 to 3 acres of treetop space (exclusive use of the park not required)
- Average participant experience is between 2 to 2.5 hours.
- Navigate to www.goape.com/new-course to see a video outlining the Go Ape experience!





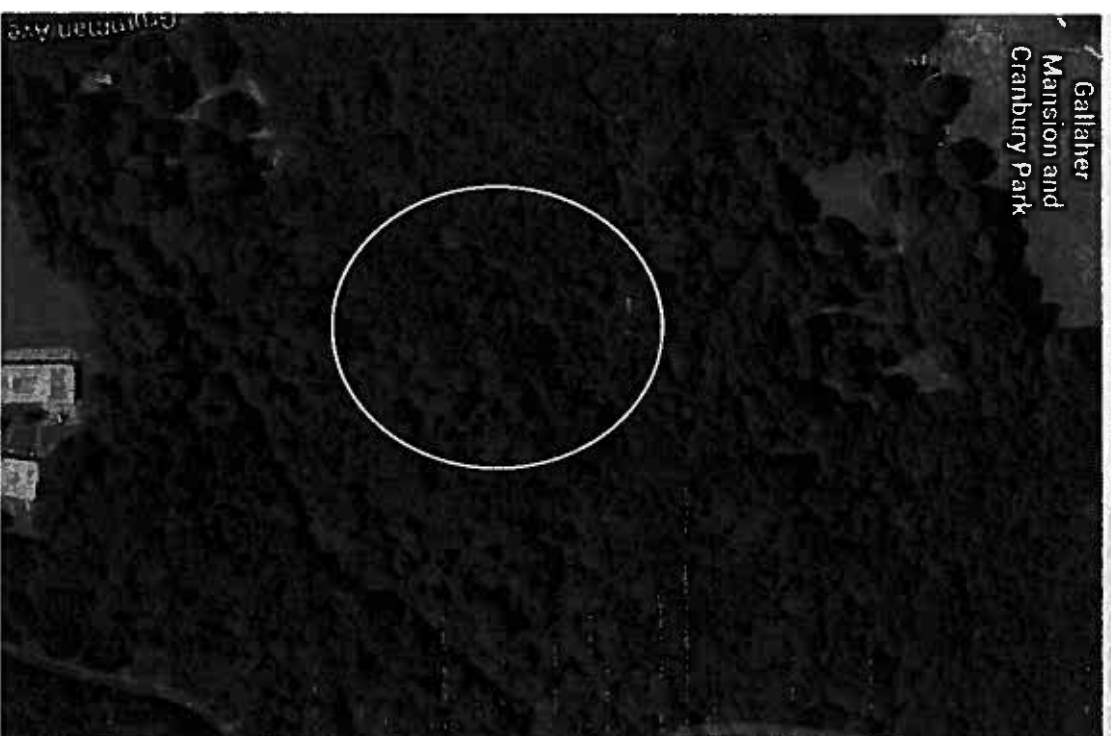
Operational Plan

- Go Ape intends to operate from April 1st through November 30th each year. In the spring and fall Go Ape will operate only 3 to 4 days a week.
- A full operational day generally starts at 9am and continues with appointments until 3 hours before sundown or the park otherwise closes. Go Ape will have no need to operate outside the provided hours of 8:30am and 8pm. Go Ape
- **Manages course flow to ensure Go Ape is a discrete addition to the park:**
 - Sessions capped to every half hour on weekends, hourly on weekdays – sessions are limited to 14 people
 - 95% of Go Ape visitors book in advance (85 percent book on-line, 10 percent via call center, and 5 percent walk-ups)
 - Parking usage averages to 10 to 14 parking spaces at any time throughout the week
- **Comprehensive Quality Management Plan in place to provide documentation and visibility and approval steps of course to CNRP throughout the operation.**



Proposed course location

- Anticipated size of the course(s) is less than 1/4 acre on the ground
- Will avoid all identified environmental sensitive areas
- Will not impact existing hiking trails within the park
- No at-height course fixtures will be visible by the road





The activity is environmentally sustainable and sensitive

- Course is designed and maintained to ensure little environmental footprint if the course is removed
- Course construction and operation have been approved in nature preserves and other environmentally sensitive locations
- Course platforms on 850 trees (worldwide) without negative impact
- Independent arborists annually inspect trees to ensure their continued health





The safety and security of the community will not be compromised

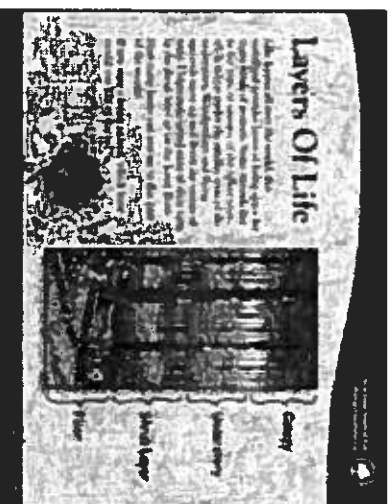
- 10+ years track record of delivering a safe and enjoyable customer experience
- Parks are indemnified of any liability, insurance policy is 10 times industry standard
- A 2 week training program is provided to all instructors that covers all aspects of course operations
- Unauthorized access on the course is prevented through daily closeout measures and fencing around course access points





There is a significant eco-educational component to the activity

- Course enables access to forest canopies where participants can first hand experience the complexity of forest biomes and gain an appreciation of how complex and rich these biologically diverse ecosystems can be.
- Interpretive signage is created with local groups to improve participants' ecological knowledge





Go Ape has a track record of developing successful partnerships

- All Public-Private partners (available upon request) are extremely satisfied with Go Ape's benefits
- 95% of customers rated Go Ape as "excellent" for overall customer experience and 98% "excellent" for the instructor led safety training based on electronic feedback system
- Partnerships with numerous non-profit and charitable organizations are created to ensure mutual benefit to all in the community
 - Annual Fundraiser for local non-profit
- Go Ape provides additional support to park and friends of park groups for maintenance activities and other types of support



Additional benefits...



Go Ape Organized Park Cleanup Day



Go Ape Fundraiser for City Kids Wilderness



Go Ape Non-Native Removal and Native Planting with Boy Scouts



Go Ape Non-Native Removal



Go Ape Non-Native Invasive Removal and Native Planting with Girl Scouts



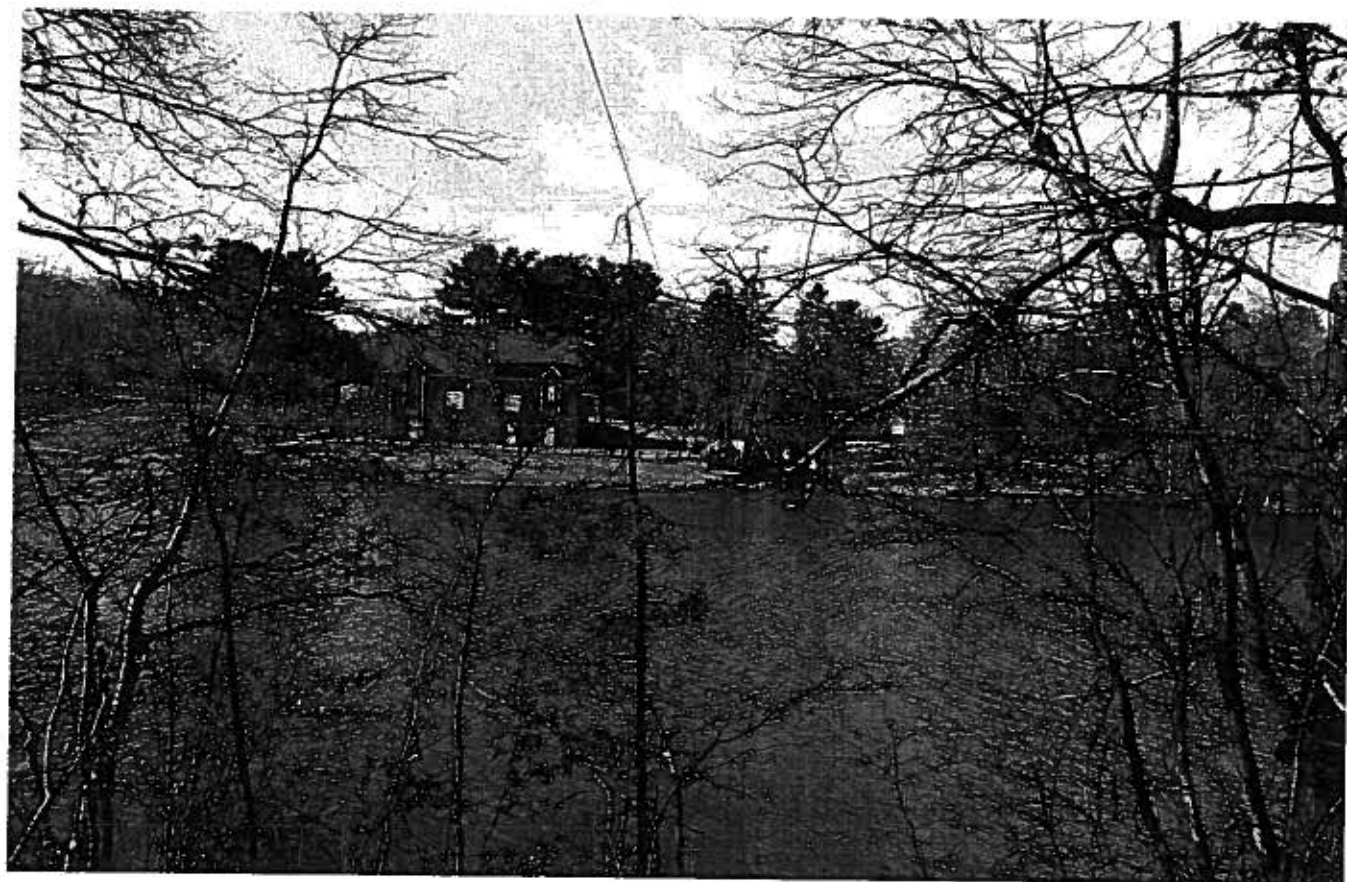




Thank you for the opportunity!

Chris Swallow

chris@goape.com







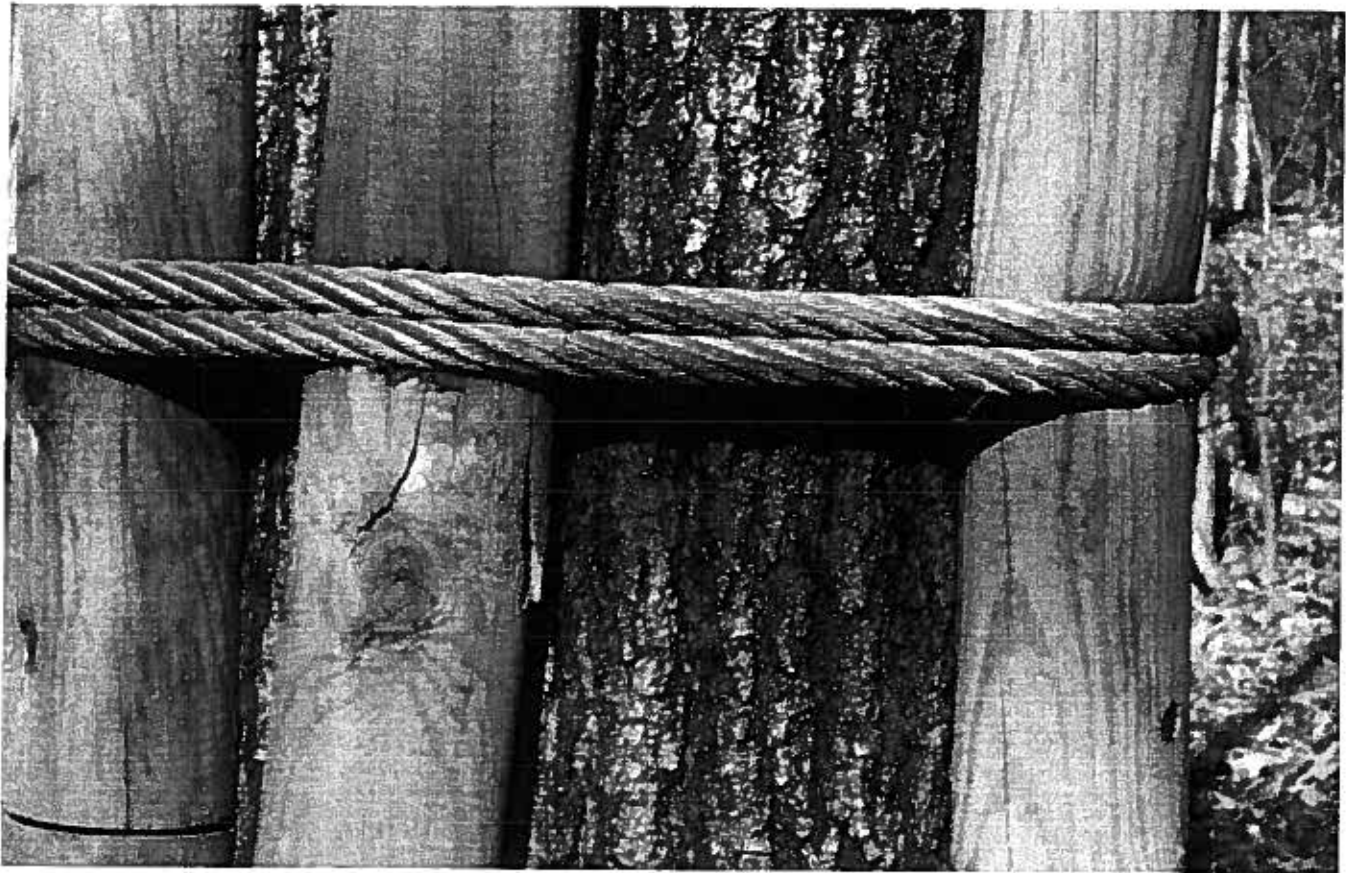




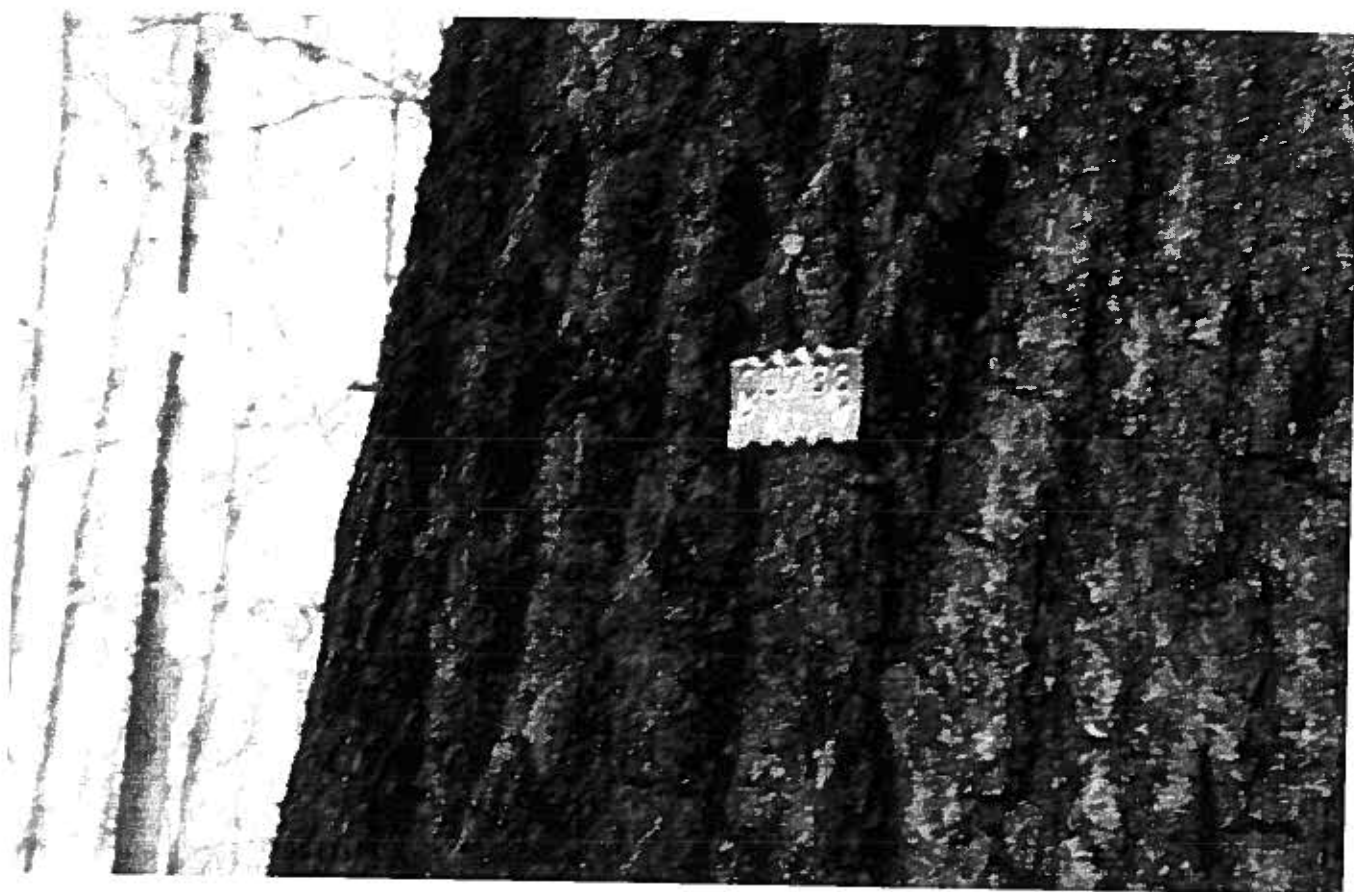






























LICENSE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
THE RINK AT HARBOR POINT, LLC
FOR THE
OPERATION OF A SEASONAL ICE-SKATING RINK
AT VETERANS MEMORIAL PARK

THIS LICENSE AGREEMENT is made effective the ____ day of _____, 2016, by and between the CITY OF NORWALK, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter the "CITY"), and THE RINK AT HARBOR POINT LLC, a limited liability company organized and licensed to do business in the State of Connecticut with a principal place of business located at 300 Wilson Avenue, Norwalk, Connecticut 06854, acting herein by Ryan Hughes, its Member, duly authorized (hereinafter the "LICENSEE").

W I T N E S S E T H:

WHEREAS, the CITY is the owner of Veterans Memorial Park, which is operated as a public park and located on Seaview Avenue in Norwalk (hereinafter, "Veterans Park").

WHEREAS, the CITY has agreed to grant LICENSEE permission to use a portion of Veterans Park consisting of that certain paved parking area situated adjacent to the tennis courts as shown and depicted on the aerial photograph attached hereto and incorporated herein as Exhibit A (hereinafter, the "Premises") for the purpose of operating a seasonal outdoor ice-skating rink concession open to the public; and

WHEREAS, the Common Council of the City of Norwalk, by actions taken on February 23, 2016 and March ____, 2016, authorized the CITY, acting by and through its Mayor, to enter into this License Agreement with the LICENSEE upon the terms and conditions stated herein; and

NOW, THEREFORE, for good and valuable consideration recited herein, the parties hereby agree, accept and consent to the following:

1. **TERM.**

A. The term of this License shall commence on October 1, 2016 and continue through March 31, 2025. Throughout this term the LICENSEE shall be permitted use of the Premises from October 1st through March 31st in each calendar year in accordance with the terms and requirements set forth herein. The ice skating rinks will be operated by LESSEE and open to the public each year from October 15 through March 15. The LICENSEE shall vacate the Premises no later than March 31st each year by removing all of its property and cleaning and restoring all areas impacted by its use so that the Premises can be safely used for public parking during the remaining months of the year.

B. The parties have the option of renewing this License for two (2) additional five-year terms so long as LICENSEE is not in default of any requirement of this Agreement. Any exercise of this option must be evidenced by a written Amendment to this Agreement, duly executed by the parties no later than six (6) months before the expiration of the then existing term. Any extension shall be based on the same terms and conditions set forth herein, unless otherwise modified by the written Amendment.

C. In the event that the LICENSEE remains on the Premises after the expiration or termination of this License term or beyond the period of use stated in paragraph A above, such holding over shall not constitute a renewal or extension of this License. In such event the CITY may, at its option, elect to treat the LICENSEE as being in breach of this License Agreement and thereupon pursue all available remedies against the LICENSEE, including a claim for damages for trespass on public property. The LICENSEE hereby agrees that any waiver by the CITY of any such breach of this License Agreement shall not constitute or act as a waiver of any subsequent violation or breach.

2. **RIGHTS AND PRIVILEGES GRANTED.**

A. For and in consideration of the faithful payments of the fees set forth herein and the covenants, promises and agreements made by the LICENSEE to be faithfully observed, fulfilled and performed, the CITY hereby grants permission to the

LICENSEE to plan, design, install and operate (on a temporary basis according to the schedule of use set out in Paragraph 1.A. hereof) a seasonal ice-skating concession consisting of a main rink sized 85 ft X 200 ft and a training rink sized 60 ft X 120 ft. (collectively, the "Rinks") as well as an outdoor market, designated as "Winter Village" (The Market Area) and shown on Exhibit A, subject to the terms stated herein. The Rinks and the Market Area (collectively, the "Premises") shall be installed and operated as described and depicted in and in accordance with the terms set out in LICENSEE's Response to RFP # 3643 dated January 7, 2016, which is attached hereto as Exhibit B, as may be modified by the terms of this Agreement. The Rinks and Winter Village shall be open to the general public and operated in a manner that is compatible with the use of Veterans Park as a public recreational facility. The LICENSEE will operate under a business name that shall be subject to CITY's prior written approval, which approval shall not be unreasonably withheld. The LICENSEE understands and agrees that no building space, building, land or any part of the Premises is leased to it, but that during the term of this License Agreement, LICENSEE shall have the right to use and occupy the Premises, as provided herein, in order to operate the Rinks and the Winter Village during the stated days and times so long as it remains in compliance with each and every provision and requirement hereof. Notwithstanding this provision, the CITY shall retain all rights to the Premises for any purpose not inconsistent with LICENSEE's permitted use and the terms of this Agreement.

B. Permitted, daily hours of operation of the ice-skating Rinks and the Market is from 6:00 a.m. to no later than 11:00 p.m.

C. At no time shall music be played on or from the Premises over the loudspeaker system after 10:00 p.m. on Fridays, Saturdays and Sundays and after 9:00 p.m. every Monday through and including Thursdays. In the event that the CITY receives any complaints regarding the music from the Premises, the Director shall have the right to change the hours of operation or the hours during which music shall be played at his/her discretion.

D. LICENSEE is permitted to seek sponsors and/or sell advertisement space within the confines of the Rinks in accordance with the rules and requirements of the City's Director of Recreation and Parks (hereinafter, the "Director") and only with the prior written approval of the Director. All revenue generated from such sponsors and advertising shall be included in the gross revenue calculation of the Rinks concession business for purposes of this Agreement.

E. LICENSEE is permitted to sell ice-skating related merchandise and to use the name of the Rinks on such merchandise sold within the Market Area. Notwithstanding this permission, LICENSEE shall obtain the prior written approval of the CITY, acting by the Director, for all merchandise to be sold at the Premises.

F. LICENSEE is permitted to Install on a temporary basis during its period of use of the Premises, signage pertaining to the Rinks business operation, in compliance with terms and requirements set by the Director and all applicable municipal regulations and ordinances.

G. LICENSEE acknowledges that Veterans Park is a public recreational area which will at all times be open for public use and enjoyment. In conjunction with the LICENSEE's use of the Premises hereunder, LICENSEE, its employees, suppliers, contractors and patrons shall have the privilege, in common with the general public and on the same terms and conditions to enter Veterans Park and to use the parking lot adjacent to the Premises in order to access the Premises and to make and receive deliveries of supplies for purposes of the operations herein permitted.

3. **RESPONSIBILITIES OF LICENSEE.**

A. LICENSEE is solely responsible for all aspects of planning, designing, installing and maintaining the Rinks, the Market Area and all operations taking place thereon and in relation thereto, as specified in the Proposal dated January 7, 2016, attached hereto and incorporated herein as Exhibit B, including the following:

1) Installing and maintaining electrical service and other necessary utilities (including Wi-Fi) for the Premises -which service and utilities shall be of a permanent nature and shall remain on the Premises year round- and paying all costs connected

with such services and utilities serving the Premises -including electrical meter service charges for actual electricity consumed on the Premises, and all water and sewer usage fees incurred in its operation of the Premises;

ii) Installing and maintaining all physical structures, modifications, installations and improvements necessary for its operations, with the prior authorization and approval of the CITY.

iii) Obtaining, at its sole expense, all required permits, licenses and approvals necessary for the operation of the Premises as provided hereunder;

iv) Ensuring the safety of all persons who choose to utilize the Rinks regardless of age or ability;

v) Providing an appropriate office, skate rental and storage facility to serve its operations;

vi) Providing and maintaining portable toilets available to the public with at least one being handicap accessible, and maintaining both the portable toilets and the permanent restroom facilities at Veterans Park in a clean, safe and sanitary condition at all times at its sole expense ;

vii) Hiring and employing a sufficient number of properly trained staff to safely install, maintain and operate the Premises and ensuring that, at all times, all employees and staff conduct themselves in an honest and courteous manner, particularly when interacting with members of the general public. LICENSEE is responsible for all costs of employment compensation, insurance, benefits and other expenses associated with employment of personnel;

viii) Providing to CITY an appropriate plan describing the safety procedures and guidelines that the LICENSEE shall implement in its daily operations on the Premises;

ix) Notifying the Director in writing within a reasonable time period after discovery by LICENSEE of any potential violations which, under the terms of this Agreement, the LICENSEE is responsible for correcting;

x) Providing the Director a monthly report detailing all sale, rental and other fees and gross revenues generated at the Premises during the preceding month period;

xi) Reporting and paying all municipal, state and federal taxes incurred in connection with its operations on the Premises.

xii) Providing to the Director the projected annual operating budget for the Premises by June 31st each year. The annual budget shall include the estimates of customer participation, sales, projected revenues and anticipated contributions to the CITY;

xiii) Maintaining appropriate standards for quality in terms of its products and services, and market rate pricing for its Rink concession and the Market Area;

xiv) Complying at all times with applicable safety standards and providing appropriate documentation to the CITY regarding such compliance; and maintaining sufficient insurance coverage in accordance with the requirements and terms set out in this License Agreement;

xv) Cooperating with and assisting the CITY's Department of Recreation and Parks in the development of cross promotional marketing opportunities, programs and packages for visitors to the Premises.

xvi) By no later than March 31st of each year, removing all equipment and materials from the Premises and cleaning and restoring all areas of Veterans Park Impacted by its operations hereunder so that the same is in the condition it was at the commencement of LICENSEE's use on October 1st -subject to the reasonable satisfaction of the Director.

B. LICENSEE is responsible at all times for ensuring the safety of all persons coming on to the Premises during its term of use hereunder. Accordingly, LICENSEE shall allow free access to representatives and agents of the CITY and any governmental entity having jurisdiction or authority for inspection purposes. LICENSEE agrees that if notified in writing by the CITY that its operations on any part of the Premises for which LICENSEE is responsible, are not in conformance with the

requirements of this Licensee Agreement or any applicable safety or other standards, then LICENSEE shall remedy all identified safety and other concerns as soon as practical. In the case of concerns that potentially pose a threat or risk of bodily injury or death, LICENSEE shall act immediately to resolve. In the latter event, LICENSEE's operations may be shut down by the Director until the concerns are remedied to the reasonable satisfaction of the CITY.

C. LICENSEE shall notify the CITY and/or present copies of all notices, received or recorded, of any bodily injury or property damage occurring within or attributed to the Premises. Notices of such injuries or damages shall be delivered within two (2) calendar days following any accident or injury or receipt of any written notice of any accident or injury by LICENSEE to the office of the Director in accordance with Section 22 hereof.

D. The LICENSEE shall protect all CITY property within Veterans Park from any damage related to its use of the Premises hereunder. In the event that any CITY property or facilities are damaged beyond the approved modifications and installations in connection with LICENSEE's operations, by reason of any act or omission of the LICENSEE or its agents, contractors or employees, the LICENSEE shall repair and/or replace as needed at its own cost and expense all property so damaged. The LICENSEE shall be obligated to give the Director or Parks and Recreation immediate verbal notification followed by prompt written notice of any damage occurring to the Premises or Veterans Park no later than five (5) calendar days following LICENSEE's discovery of the damage.

LICENSEE shall make all necessary repairs and replacements to restore the damaged property within fifteen (15) working days or, an agreed upon additional time period. Should LICENSEE fail to make such repairs within this timeframe, then, after providing written notice to the LICENSEE, the CITY has the right to repair such damage at the cost and expense of the LICENSEE and LICENSEE shall be responsible

to pay the cost of such repairs within thirty (30) days of the date that LICENSEE receives a written invoice.

4. RESPONSIBILITIES OF THE CITY.

A. The CITY shall make available to LICENSEE the Premises designated on Exhibit A in accordance with the terms of this Agreement. Any changes in the location, size or area of the Premises must have the prior written consent of the CITY's Director and shall be agreed to by the CITY's Recreation and Parks and Cultural Affairs Committee of its Common Council as evidenced by a majority vote of the Committee's members.

B. The CITY shall provide 24 hours prior written notice in the event that it will access the Premises for inspection purposes. In the event of an emergency such notice will be given as soon as practical. The CITY will take all reasonable steps when accessing the Premises, to avoid interfering with the conduct of LICENSEE's operations.

5. FEES-REVENUE REPORTING.

A. The LICENSEE shall make annual payments to the CITY in two parts. The first annual payment shall be in the amount of One Thousand Dollars (\$1,000.00) and is due by no later than September 1st each year of this License Agreement. Payments shall be made to the CITY at the office of the Norwalk Recreation and Parks Department. Any payment received after the first day of September shall include an additional One Thousand Dollars (\$1,000.00) as an administrative fee for late payments. In the event of any late payments, the Director has the right to terminate this License Agreement and all permission granted hereby, upon giving ten (10) days prior notice to LICENSEE. In the event of such termination, LICENSEE shall not be permitted any recourse against the CITY whatsoever.

B. LICENSEE shall also pay to CITY each year a portion of its revenue generated from the use of the Premises (hereinafter, the "Revenue Share Payment"). The annual Revenue Share Payment shall be calculated in accordance with the chart attached hereto and incorporated herein as Exhibit C. During the first year of

operations under this License Agreement there shall be no Revenue Share Payment due. Beginning in the 2016-2017 season and each year thereafter, Revenue Share Payments will be calculated based on the seasonal revenue reports submitted in accordance with Section 3 of this Agreement and made by no later than May 1st. Failure by LICENSEE to make the Revenue Share Payment by May 1st each year will result in the imposition of a penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) for every thirty (30) days that the payment remains due and outstanding. Late payment of the Revenue Share Payment shall be a material breach of this License Agreement and will subject the LICENSE AGREEMENT to termination by the CITY upon thirty (30) days prior notice.

C. LICENSEE shall maintain proper and complete books and records of accounting to ensure that all revenue is accounted for and recorded and shall implement proper internal control procedures sufficient to ensure compliance with the monthly and seasonal reporting obligations set out in the Proposal, attached as Exhibit B. Accordingly, monthly reports shall be submitted thirty (30) days following month end for the months of October through March of each year. There shall be a Five Hundred Dollar (\$500.00) penalty for every monthly report that is not submitted within the thirty (30) day period. In addition, after the first late report and for each late report thereafter the CITY shall have the right to terminate this License Agreement upon written notice to LICENSEE.

i) The final, seasonal revenue reports shall be submitted no later than April 30th in each year of this Agreement. There shall be a Five Hundred Dollar (\$500.00) penalty for each seasonal report that is not submitted in proper and complete format by the April 30th due date. The CITY shall have the right to terminate this License Agreement upon written notice to LICENSEE in the event that any final seasonal report is not completed to its reasonable satisfaction and submitted by the due date.

ii) The CITY's employees, authorized representatives and agents shall be permitted to examine, audit and copy any and all financial records relative to this

License Agreement at any reasonable time during normal business hours, after giving LICENSEE forty-eight (48) hours written notice of the date and time of such examination and audit.

lii) The LICENSEE shall retain all records related to its operations for a minimum period of three (3) years following the expiration or termination of this Agreement, unless earlier disposal is approved in writing by the Director.

6. COVENANT AGAINST ASSIGNMENTS

This License Agreement shall be deemed and construed to confer rights that are personal to LICENSEE. It may not be assigned or subcontracted in any way to any third party. Any attempt by LICENSEE to have its rights or obligations performed by any third party shall be deemed to be a material breach of this License Agreement which shall give rise to the right in the CITY to immediately terminate this License.

7. REPAIRS AND IMPROVEMENTS TO PREMISES

A. The LICENSEE acknowledges that it is aware of the condition of the Premises and assumes sole responsibility for such condition and the Premises as is. The CITY shall not be responsible for any costs or expenses necessary for the repair, replacement or improvement of the Premises.

B. Prior to commencing any work on the Premises, the LICENSEE shall present its plans for the same to the CITY's Director of its Recreation and Parks Department in order to obtain approval to conduct any work thereon, which approval shall not be unreasonably withheld and shall be granted or denied, as the case may be, within a reasonable period of time. No work shall be performed on or to the Premises until the LICENSEE has secured, at its own cost and expense, all required permits and approvals for the same.

8. MAINTENANCE AND OPERATION

A. The LICENSEE shall be responsible for maintaining and operating the Premises throughout the term of this License and any extension or holdover period in good, clean, orderly and safe condition and repair at its sole cost and expense so as not to increase the rate of insurance applicable to the Premises. Accordingly, the

LICENSEE will be responsible for all maintenance, improvements, and repairs to the Premises and for all operating expenses including utilities, systems operations and services, and commercial trash removal services.

B. The LICENSEE, shall not permit the accumulation of waste, debris, or refuse matter, nor permit anything to be done upon the Premises that would invalidate or prevent the procurement of any Insurance policy that may at any time be required pursuant to this License Agreement.

C. All proceeds of Insurance received by LESSEE on account of any loss or damage to the Premises shall be applied to the cost of any necessary or desirable repairs, renewals and replacements of or to the Premises. However, nothing contained in this License Agreement shall impose on the CITY any obligation to make any repairs or expend any monies for the maintenance or upkeep of the Premises.

D. LICENSEE covenants to indemnify, defend and hold harmless the CITY, its officers, agents and employees from and against any and all claims, demands, and costs of any nature whatsoever for any and all losses, expenses, or damages arising out of LESSEE's entry upon or construction of any repairs or improvements to the Premises; the LICENSEE's failure to obtain any necessary permits or approvals in connection therewith; LICENSEE's failure to pay any amounts due for labor performed or materials supplied in connection with the use of the Premises by LICENSEE, its agents, employees, contractors, subcontractors, subtenants, guests or invitees; or in any way connected with the condition of the Premises. However, the LICENSEE shall not be liable hereunder to the extent that any such claim, demand or cost is proven to be the result of the negligent or intentional act or omission of the CITY or its employees. The LICENSEE shall, in all events, pay and discharge all costs, expenses and liabilities whatsoever arising out of the construction of all improvements hereunder, and the maintenance or operation of the Premises and will keep the Premises free and clear of all liens and claims.

E. In an event of any default under this License Agreement involving any of the following:

(1) the failure of the LICENSEE to keep the Premises in good and safe condition and repair;

(2) the failure of the LICENSEE to remove any unsightly, unsafe or otherwise dangerous condition; or

(3) the failure of the LICENSEE to take any other action either legally mandated or required by the terms hereof.

The CITY shall have the right, but shall not be required, to make good any default of the LICENSEE. Nothing in this License Agreement shall imply any duty upon the part of the CITY to do or complete any work that the LICENSEE is required to perform hereunder. Under no circumstances shall the performance of any such work by the CITY constitute a waiver by the CITY of any default on LICENSEE's part.

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

LICENSEE shall be responsible for the cost of all such work performed by or on behalf of the CITY pursuant to this section and LICENSEE shall promptly pay all amounts due upon demand by the CITY. All sums advanced, paid or expended by the CITY pursuant to the foregoing provisions and all necessary and incidental costs, expenses, and attorneys' fees incurred in connection with the performance of any acts, together with interest at the Prime Interest Rate per annum from the date of the making of such payments by the CITY, shall be deemed additional rent and shall be promptly due and payable in full by the LICENSEE to the CITY. The LICENSEE covenants to pay such sum or sums with interest, and the CITY shall have (in addition to any other

right or remedy) the same rights and remedies in the event of nonpayment by the LICENSEE as in the case of default by the LICENSEE in the payment of any installment of rent as provided herein.

9. COVENANT AGAINST ENCUMBRANCES.

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

10. RESERVATION OF EASEMENTS.

The CITY reserves to itself certain easements, rights of access, and perpetual rights in, over, under, across, and to the Premises as may reasonably be required for ingress and egress to and from any areas necessary for the operation, maintenance, repair of Veterans Park. Provided, however, that CITY shall exercise this right only after providing reasonable prior notice to LICENSEE, except in cases of emergency when such notice is not practicable, in which case notice will be given as soon as reasonably possible. Following any entrance upon the Premises as herein stated, the Premises shall be restored as close as reasonably possible, to their condition as existed immediately prior to the exercise of any such right.

11. COMPLIANCE WITH LAWS, PERMITS AND REGULATIONS.

The LICENSEE shall, at its sole cost and expense, throughout the term of this License Agreement, comply with all applicable governmental laws, ordinances, orders, rules, regulations and requirements, which may, at any time, pertain to the Premises and the LICENSEE's operations thereon. The LICENSEE shall likewise observe and

comply with all requirements of all insurance policies in force at any time with respect to the Premises.

12. COVENANT AGAINST ASSIGNMENTS.

The LICENSEE shall not make or create, or suffer to be made or created, any total or partial transfer, assignment, conveyance, license, sub license, trust, power, or other transfer or disposition in any mode or form, of this License Agreement or any of the rights, privileges, interests, obligations or liabilities hereunder, without the prior written consent of the CITY. In the absence of the prior written approval of the CITY, no disposition of the LICENSEE's interests or rights in the Premises or any portion thereof, any transfer, disposition or assignment of this License Agreement, or any permission or license granted to any third party, shall relieve LICENSEE from any obligation, liability or responsibility hereunder or with respect to the Premises. LICENSEE shall remain fully responsible for the Premises and for any and all persons coming upon or using the Premises with its knowledge and/or consent.

13. TERMINATION OF LICENSE AGREEMENT.

A. The CITY may terminate this License upon a default by the LICENSEE, in the performance of any of its obligations or responsibilities under the terms of this Agreement, which may include any of the following responsibilities:

(i) The abandonment or desertion of the Premises by LICENSEE for a period of ten (10) or more consecutive days during its period of use from October 1st through March 31st each year, excluding closure due to weather;

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

(iii) The filing of an application by the LICENSEE for a consent to the appointment of a receiver, trustee or liquidator of itself or its assets; LICENSEE's voluntary petition in bankruptcy or of a pleading in any court admitting its inability to pay its debts as they come due; a general assignment by LICENSEE for the benefit of its

creditors; or LICENSEE's filing of an answer admitting the material allegations of, or LICENSEE's consenting to or defaulting in answering, a petition filed against it in any bankruptcy proceeding;

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

(v) Any action making this License Agreement the subject of or taking it under a writ of execution;

(vi) The failure of LICENSEE to comply with any provision or covenant of this License or to fulfill or perform any responsibility, condition, or agreement hereof, which, except in the case of a failure to comply with the timeliness requirements herein, is not remedied, rectified or cured within thirty (30) days following the receipt of a written notice thereof from the CITY. In the event that any such default cannot be cured within such thirty (30) day period, the LICENSEE must take all necessary and reasonable action in order to commence to cure such failure within such thirty (30) day period and must diligently prosecute the same to completion. In any event of default by LICENSEE that remains after the cure period stated above, the License shall, at the CITY's option, and upon written notice to the LICENSEE, terminate and expire.

B. Upon the termination of this License Agreement and the term hereby created, or upon the termination of the LICENSEE's right of possession, whether by lapse of time or by a default of a material term of this License beyond any notice/cure period, the LICENSEE shall at once surrender possession of the Premises to the CITY and remove all its equipment and personal property from the Premises and the surrounding area. In the event that LICENSEE does not immediately surrender possession, the CITY may reenter the Premises and repossess itself of it as of its former estate and remove all property therefrom, using such means as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer.

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

D. No expiration or termination of this License shall relieve LICENSEE of its liability and obligations under this License Agreement and such liability and obligations shall survive any expiration or termination.

E. LICENSEE hereby expressly waives, so far as permitted by law, the service of any notice of intention to re-enter provided for in any statute, and except as is herein otherwise provided LICENSEE, for and on behalf of itself and all persons or entities claiming through or under LICENSEE (including any licensehold mortgagee or other creditor), and any and all right of redemption or re-entry or re-possession in case LICENSEE shall be dispossessed by a judgment or by warrant of any court or judge, in case of re-entry or re-possession by CITY or in case of any expiration or termination of this License. The terms "enter," "re-enter," "entry" or "re-entry" as used in this License are not restricted to their technical legal meanings.

14. BREACH – DEFAULT.

The CITY shall be entitled to enjoin any breach by LICENSEE of any of the agreements, terms, covenants or conditions contained in this License and shall have the right to invoke any and all rights and remedies allowed at law or in equity, by statute or otherwise.

Each right and remedy provided for in this License shall be cumulative and shall be in addition to every other right or remedy provided for in this License, now or hereafter existing at law, in equity, by statute or otherwise, and the exercise or beginning of the exercise by CITY or LICENSEE of any one or more of the rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the

party in question of any or all other rights or remedies provided for in this License or now or hereafter existing at law, in equity, by statute or otherwise.

15. ASSIGNMENT TO TRUSTEE IN BANKRUPTCY.

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

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

16. COMMERCIAL TRANSACTION.

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

Without limiting any of the above, the CITY and its successors and assigns shall be deemed beneficiaries of the covenants provided in this Agreement, both in its own

rights and for the purpose of protecting the rights and interests of the public, in whose favor and for whose benefit the covenants shall be deemed to be provided.

17. WAIVER OR SURRENDER OF RIGHTS.

The receipt of any sum of money by the CITY, with knowledge of any breach of this License Agreement by the LICENSEE or of any default on the part of the LICENSEE in the observance or performance of any of the conditions, agreements or covenants of this License Agreement, shall not be deemed to be a waiver of any provision of this License Agreement. Nor shall any failure on the part of the CITY to enforce any covenant or provision of this License Agreement or any waiver of any right under it by the CITY, discharge or invalidate such covenant or provision or affect the right of the CITY to enforce the same in the future. To be valid, any waiver of a covenant or condition of this License Agreement must be in writing and signed by the CITY's Corporation Counsel and shall apply only with respect to the particular act or matter involved. Nothing herein shall relieve the LICENSEE from the obligation, wherever required under this License Agreement, to obtain the consent of the CITY to any other or subsequent act or matter. No waiver of any breach shall affect or alter this License, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

The receipt by the CITY of any sum of money, or other consideration paid by the LICENSEE after the termination, in any manner, of this License, shall not reinstate, continue or extend the term or the permission hereby granted unless so agreed to in writing and signed by the CITY and LICENSEE.

18. INSURANCE.

A. The LICENSEE agrees, at its own expense, to maintain throughout the term hereof, any extension or holdover period, insurance coverage in compliance with the terms and requirements set out in the RIDER attached hereto and incorporated herein as Exhibit D.

No less than thirty (30) days before the commencement of the term of this License, the LICENSEE shall provide a certificate evidencing the foregoing insurance coverage to the CITY's Corporation Counsel. The policy shall be endorsed to provide that there shall be no modification or cancellation of any such coverage or policies unless thirty (30) days prior written notification of the same is given to the CITY (except ten (10) days prior written notice for non-payment of premium). The CITY shall be listed thereon as an additional insured on all policies of insurance covering the Premises.

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

19. INDEMNIFICATION.

A. The LICENSEE shall indemnify, defend and save the CITY, its agents, officials, and employees, harmless from and against any and all liabilities; obligations; damages; penalties; claims; losses; costs and expenses, including reasonable attorneys' fees, paid, suffered or incurred as a result of or in connection with: (i) any breach by the LICENSEE, its agents, contractors, employees, sublicensees, invitees or guests (collectively, "the LESSEE Parties"), of any covenant, requirement or condition of this License; or (ii) the negligence, willful or wanton act or omission of the LICENSEE or any of the LICENSEE Parties; (iii) the use and occupancy of the Premises by the

LICENSEE, or any of the LICENSEE Parties; (iv) the operation of the Rinks and Market Area businesses at the Premises; or (v) the condition of the Premises.

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

B. Proprietary Rights Indemnification. LICENSEE warrants that all elements of its operations, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the CITY regarding this proprietary rights warranty the CITY shall promptly notify the LICENSEE in writing and LICENSEE shall defend such claim, suit or action at LICENSEE's expense and shall indemnify the CITY against any and all losses, costs, damages, expenses and liabilities arising out of such claim, suit or action, including, without limitation, litigation costs, lost employee time and reasonable counsel fees, whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the LICENSEE (collectively, Products) is or in LICENSEE's reasonable judgment is likely to be held to constitute an infringing product, LICENSEE shall at its expense and option either:

i) Replace the Product(s) with a non-infringing equivalent that satisfies all the requirements of this Agreement; or

ii) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Product(s) or cause the Product(s) or any part to fail to conform to the requirements of this Agreement.

20. **WAIVER OF DAMAGES.**

The LICENSEE waives any and all claims for compensation related to or any loss or damage sustained by the LICENSEE resulting from fire, water, natural disaster including State of Emergencies or preparation for such (e.g. hurricane, tornado, etc.), acts of God, civil commotion or riots unless such loss or damage is due to the gross negligence or willful misconduct of the CITY or any of its employees or agents.

21. **SIGNAGE.**

The LICENSEE shall not erect any sign or banner in, on, or about the Premises without the prior written consent of the CITY's Director of Recreation and Parks as to the proposed description, size, color and location of such sign. When such written consent is obtained from the CITY, the LICENSEE agrees and covenants that all such signs shall be in accordance with all applicable governing statutes, ordinances, codes, rules, and/or regulations, including specifically the zoning regulations of CITY. The LICENSEE shall maintain such signs and keep the same in a good state of repair. Upon vacating the Premises, the LICENSEE agrees, at its expense, to remove all signs and to repair any and all damages in any way caused thereby. The CITY shall have absolute discretion on all matters concerning signs or banners.

22. **GENERAL PROVISIONS.**

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

Quiet Enjoyment. The CITY acknowledges that the LICENSEE, upon paying the rent and all impositions and other charges hereunder, and performing all the covenants and conditions of this License Agreement, may, subject to the CITY's rights, as set forth in this License or as may exist at law or equity, lawfully and quietly use the Premises during the term of this License Agreement in accordance with the conditions and terms of this Agreement.

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

Independent Contractors. The parties to this Agreement are separate entities, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for its own compliance with all applicable workers compensation, unemployment, disability insurance, social security with holding and all other similar payroll matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party, or any compensation owed to such other party's employees including social benefits, workers compensation, insurance premiums or any income or other similar taxes.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any action brought hereunder shall be brought in the judicial district of Stamford/Norwalk.

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

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

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

Parties' Representatives. For purposes of this Agreement the CITY has designated its Director of Recreation and Parks, to act as its representative and on its behalf in all matters in connection with the Premises. All approvals and permissions required hereunder shall be valid if confirmed in writing signed by the City's Director of Recreation and Parks. LICENSEE has designated and authorized Ryan Hughes, its Member, to act as its representative and on its behalf in all matters in connection with the Premises. The CITY may rely on any representations made to it by Ryan Hughes as a valid representation of LICENSEE.

Approvals. In any case where the approval of CITY or its agents or employees is required, said approvals shall be not unreasonably withheld or delayed.

23. **WITNESSETH.**

The LICENSEE represents that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut and has full power and authority to enter into and perform its obligations as LICENSEE under this License Agreement.

The CITY and LICENSEE represent to each other as follows:

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

B. That this License Agreement has been duly executed and delivered by each and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions, and provisions. This provision shall survive the execution of this License Agreement and its expiration or earlier termination.

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

FOR THE CITY: Corporation Counsel
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

WITH A COPY TO: Director of the Department of
Recreation and Parks
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

FOR THE LICENSEE: Ryan Hughes, Member
The Rink at Harbor Point, LLC
300 Wilson Avenue
Norwalk, CT 06854

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

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witness

Witness

By: _____
Harry W. Rilling
Its Mayor
Duly Authorized

Date signed: _____

COUNTY OF FAIRFIELD)

, 2016

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

THE RINK AT HARBOR POINT, LLC

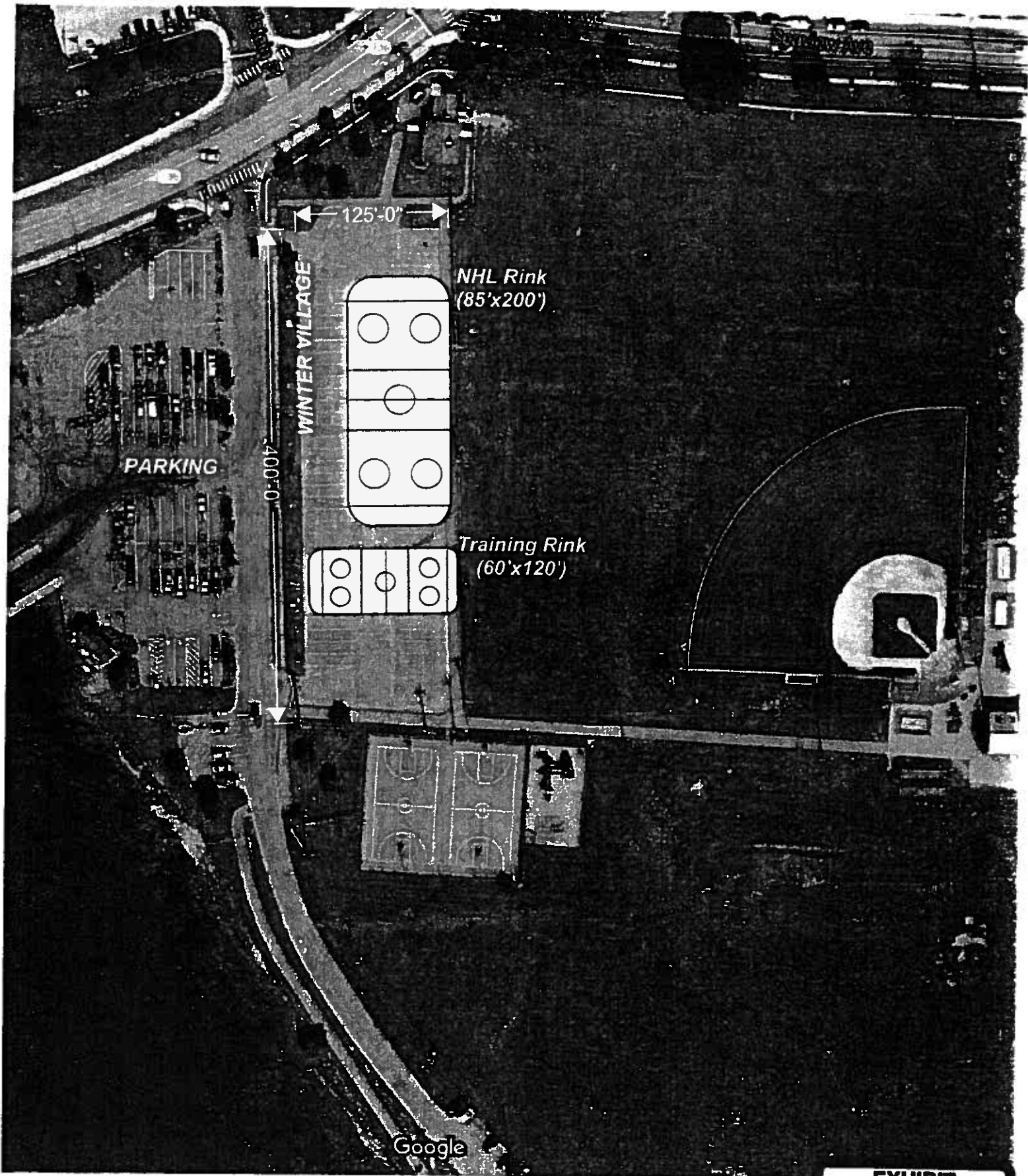
Date signed: _____

COUNTY OF FAIRFIELD)

2016

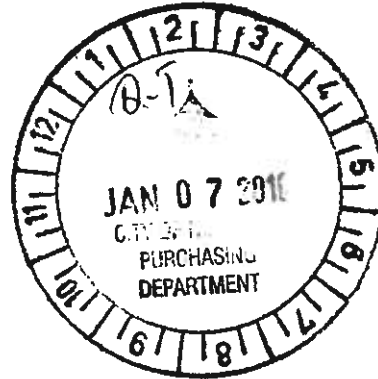
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Page 25 of 25



Original

**Response to RFP #3643 -
Seasonal Outdoor Ice-Skating Rink**



Submitted by:
The Rink at Harbor Point LLC

c/o SoNo Ice House LLC
300 Wilson Ave.
Norwalk, CT 06854
Attn: Ryan Hughes, Managing Partner
ryan@sonoicehouse.com
www.sonoicehouse.com
203-956-0255
203-979-4232 Mobile

Ry Hughes 12/29/15



Executive Summary:

The Rink at Harbor Point LLC (the "Proposer") is an affiliate of SoNo Ice House LLC ("SoNo Ice House"), which is a full service, year-round, 50,000 sf double ice rink complex located in Norwalk, Connecticut and in operation since 2012. Ryan Hughes is the Managing Member of both SoNo Ice House and the Proposer. All our employees are local and have years of experience in the ice rink industry. We take a hands-on family approach to ensure all have a great experience. Customer service is our priority.

In order to ensure the success of the seasonal outdoor rink at Veteran's Memorial Park, we will reach out to all of the local schools, business, churches and youth groups. We currently have contacts with many of these organizations, developed through our SoNo Ice House operations. All of SoNo Ice House's on-ice programs and professional staff may be utilized for the rink at Veteran's Memorial Park. In addition, we would seek to enhance the broader community appeal of the rink at Veteran's Memorial Park by creating a winter market featuring many local small vendors and their holiday offerings. The New York Rangers Assist program in conjunction with Hockey In Norwalk will also run learn-to-play hockey programs at a reduced rate or free for those who wish to participate.

We plan on running hockey tournaments in conjunction with SoNo Ice House to attract teams from all over North America. These tournaments will run four to five times during the season. Each tournament may include up to 30 out-of-market teams, which will stay on average two nights in our local hotels. The result will be a potential of millions of dollars in incremental revenue generated for local businesses.

SoNo Ice House currently runs a very successful public skating program, operating as one of the busiest public skating rinks in the area. The existing success model will be expanded upon and grown to attract skaters from all over the tri-state area.

Proposer has also operated outdoor public rinks in the local market. Last year we completed the Rink at Harbor Point, an outdoor winter wonderland located in the new Harbor Point Development in the south end of Stamford. We ran events including ribbon cutting, tree lighting, corporate events, birthday parties, private ice rental and more. We currently have 12 private seasonal rinks we manage and maintain. Each year we build, maintain take down and store each rink.

Scope of Services:

We will provide complete turnkey rink services, including all areas addressed by this RFP.

Potential consulting firms:

We have used Custom Ice for various outdoor rink projects. The scope of work has included engineering and rink equipment supply. Custom Ice has designed and built over 400 ice surfaces all over the world including private rinks, indoor arenas, training rinks, skating paths, speed skating ovals, multi pad arenas, and multiple use ice rinks like splash pads, tennis courts, reflecting ponds and running trails.

Custom Ice Telephone: 905-632-8840 (Brendan Lenko)

Custom Ice Address: 3375 North Service Road, Burlington, ON L7N 3G2
Canada

Project Team Organization and Staffing:

Managing Member: Ryan Hughes

General Manager: Dale Derosa

Resumes attached

Other key SoNo Ice House staff will be utilized for the project as needed.

Similar projects:

In addition to SoNo Ice House, the team has previously worked together on the Rink at Harbor Point. That outdoor rink was build by a company owned by Ryan Hughes. Dale Derosa was the General Manager and responsible for the day-to-day operations of the facility. SoNo Ice House back office was also utilized for accounting, ice booking, scheduling staffing, marketing, cooperate sales, sponsorships and more.

(1) SoNo Ice House

Status: Currently operating today

Cost: \$5,000,000

Project Length: 3 years

Reference:

Ryan Hughes

203-979-4232

(2) Kingsbridge National Ice Center

Status: Currently in design phase

Cost: \$350,000,000

Project length: 4 years

Reference:

Kevin Parker

646-790-4820

(3) The Rink at Harbor Point

Status: The rink was not put up this year as per the owner

Cost: \$250,000

Project Length: 1 season

Reference:

Mike Whitfield

860-751-4200

(4) Private Seasonal Rink Darien

Status: Currently operating today

Cost: \$175,000

Project length: 3 months

Reference:

Private resident available upon request

(5) Private Seasonal Rink New Canaan

Status: Currently operating today

Cost: \$250,000

Project length: 6 months

Reference:

Private resident available upon request

(6) Private Rink Stamford

Status: Currently operating today

Cost: \$3,000,000

Project length: one year

Reference:

Private resident available upon request

Estimated percent of time each staff member will work on the assigned project:

Ryan Hughes: 80% from approval of RFP

Dale Derosa: 90%

Other SoNo Staff: As needed to produce best rink experience possible

The design of the rink will be done in conjunction with potential consultants like Custom Ice. Once approved, we will meet weekly with design and engineer experts. The construction team will begin meetings mid-summer to ensure an early October rink build. The development team will meet weekly from approval at SoNo Ice House. The marketing and sales will begin soon after approval by the City of Norwalk. We will reach out to local organizations and potential clients to ensure the rink is utilized from opening day. Potential merchants will also be contacted to begin to enlist the winter market tenants.

Three references:

(1) Stephan Butler

Co-founder Kingsbridge National Ice Center

646-334-3967

(2) John McNamara
Seasonal Rink Owner
917-626-3074

(3) Steve Mettler
Seasonal Rink Owner
203-223-3354

Section 1.1:

See attached.

Section 1.2:

See attached.

Section 2.3:

B. Seasonal Ice-Skating Rink:

Professionals will design the ice rink and winter village wonderland at Veteran's Memorial Park. The vision is to create a winter destination for the citizens of Norwalk and attract visitors from the tri-state area and beyond.

The rinks will be laid out for the ideal patron traffic flow for a unique winter village theme. We will construct an 80x175 feet or bigger ice rink (not to exceed NHL standard 85x200) with full boards, chiller, piping, Zamboni, lighting, and proper ice refrigeration system. The facility may include an additional 60x120 feet ice rink with full boards, chiller, piping, and proper ice refrigeration system. We intend to cover the rinks with a tent to ensure the best customer experience and minimize any loss of revenue due to weather.

C. Operational Plan:

1. Description of the intended operation: The intended operation will be a seasonal winter wonderland. The goal is to have the rinks covered in a tent and operate much like a public ice skating rink. The operations will include all the staffing and maintenance that is required to build, maintain and operate a seasonal facility. The model will be much like that of the winter village at Bryant Park in Manhattan. There will be more emphasis on local groups to skate and not rely on public skating as its sole revenue. We intended to have a winter carnival for peak season. Also we intend to run youth and adult hockey tournaments which attract teams from around North America. These teams will eat and sleep in Norwalk driving revenues to the local businesses. We hope to build on the existing tournaments at SoNo Ice House and start new ones.

2. Days and hours of operation: See proposed schedule attached.
3. Services to be provided: Skate rental, birthday parties, public sessions, adult learn-to-skate, youth learn-to-skate and all ancillary services.
4. Marketing plan: Social media, online, Norwalk Hour, local magazine publications, current data base of 2,000+ skaters in Norwalk and Fairfield County, existing contacts in local schools, New York Rangers Assist Program.
5. Staffing: 1 manger, 5 ice technicians, 2 skate monitors, 2 rental skate staffing, 2-4 security, 6 coaches and professional staff.
6. Safety Plan: Follow all standard operating procedures for ice rinks, including skate monitors on ice for large public sessions, maintaining rental skates, and emergency injury procedures.
7. Programing Plans: Learn-to-skate (youth and adult), birthday parties, themed public sessions, family skates, adult hockey, youth hockey, hockey skills sessions, youth and adult hockey tournaments, figure skating, synchronized skating, broomball, corporate events, ice rental and more...
8. ADA Compliance: We will comply with applicable law in all material respects.
9. Snow Removal: We will be responsible for snow removal around and on the rink, including walk ways within the 'winter village'. We will not be responsible for plowing the road or parking lot adjacent to rink site.
10. Rubbish Removal: Will work with local company for all rubbish generated from the rink.
11. Cleaning and Maintenance Schedule: Ice will be resurfaced according to ice schedule. Daily cleaning of facility including bathrooms by staff.
12. Food Menu: Standard snack bar offerings for an ice rink including coffee, hot chocolate, and more. Also potential of food trucks and various food offering. Plan to collaborate with current licensee of Veteran's Memorial Park as required.
13. Proposed merchandise to be sold: Apparel and novelties generally sold in ice arena pro shops.

D. Site Safety:

Staff will be trained and one staff member at all times will be Advanced First-Aid certified. We train our staff yearly.

E. Patron Fees:

Proposed rates are below; provided that we would like to discuss with the City having the ability to increase or decrease these proposed rates by up to 25% at Proposer's discretions, without being required to obtain the approval of the City.

Weekend and Holiday

Non-Resident Admission:

Adult 11+: \$11

Children: 10-: \$9

Norwalk Resident:

Adult 11+: \$9

Children: 10-: \$7

All Seniors: \$7

Weekday Public Session (Non-holiday)

Non-Resident Admission:

Adult 11+: \$9

Children: 10-: \$7

Norwalk Resident:

Adult 11+: \$7

Children: 10-: \$5

All Seniors: \$5

All skate rental: \$5

Hockey lessons admission: \$20 per coach, \$20 per student.

Ice Rental: Market Price

Figure skating lesson admission: \$20 per skater

Learn-to-skate: Norwalk residents will receive 5% of learn-to-skate programming.
Market pricing for learn-to-skate programming.

Seasonal skating pass: Norwalk residents will receive 10% off all seasonal pass.

F. Installation and Removal:

We will abide by the installation and removal requirements.

G. Staffing:

Staffing: 1 manger, 5 ice technicians, 2 skate monitors, 2 rental skate staffing, 2-4 security, 6 coaches and professional staff. Weekend and prime public skating will be staffed accordingly. We will use SoNo Ice House to train staff to ensure the day the rink opens we have properly trained employees. Also we will recruit new talent from the local market.

H. Hours of Operations:

Will follow the restrictions on hours of operation.

I. Utilities:

We will bring in the necessary utilities and will be responsible for cost related to our operation.

J. Sponsors and or Advertising:

In addition to seeking sponsors and advertisers for the ice skating rink area, we would like to seek the same for the balance of the auxiliary parking lot area on the North West corner of the park.

K. Facility Name:

We intend to market the naming rights, subject to the City's approval.

L. Merchandise:

We intend to sell standard ice skating and hockey merchandise. In addition, we would like to host a seasonal village with a variety of family-friendly merchandise which would vary from time to time. We request the ability to do so without seeking approval from the City with regard to specific items of merchandise, which will vary.

M. Permits and Permit Fees:

We acknowledge the requirements to obtain permits and pay related fees.

N. License Fee:

See Section 1.1.

O. Payment and Reporting:

2. We will attempt to finalize our books in time to pay the revenue share within 30 days; however, to the extent we are receiving revenue share from our tenants, we may require up to 60 days, as they will need time to finalize their books as well.

Section 2.14:

We expect to propose commercially reasonable revisions to the City's standard licensing contract. In particular, in light of the extensive capital investment we intend to undertake in connection with this project, the agreement cannot be terminable at will on 14 days notice, unless we are entitled to the damages that we will inevitably have incurred in those circumstances.

1.1A RESPONSE FORM - RFP #3643 – SEASONAL OUTDOOR ICE-SKATING RINK

Vendor Name - The Rink at Harbor Point LLC		
Address - 300 Wilson Ave		
Phone - 203 979-4232	Fax -	Email - Ryan@sonoicehouse.com
Manager - Ryan Hughes		Fed ID# 47-2334778

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Initial Licensing Period – Proposed License Fees

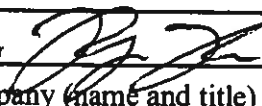
Year	Seasonal Operating Periods	Proposed Annual License Fees
1.	October 1, 2016 to March 30, 2017	\$ 0
2.	October 1, 2017 to March 30, 2018	\$ 0
3.	October 1, 2018 to March 30, 2019	\$ 0
4.	October 1, 2019 to March 30, 2020	\$ 0
5.	October 1, 2020 to March 30, 2021	\$ 0
6.	October 1, 2021 to March 30, 2022	\$ 0
7.	October 1, 2022 to March 30, 2023	\$ 0
8.	October 1, 2023 to March 30, 2024	\$ 0
9.	October 1, 2024 to March 30, 2025	\$ 0
10.	October 1, 2025 to March 30, 2026	\$ 0

2. Renewal Period #1

Year	Seasonal Operating Periods	Proposed Annual License Fees
1.	October 1, 2026 to March 30, 2027	\$ 0
2.	October 1, 2027 to March 30, 2028	\$ 0
3.	October 1, 2028 to March 30, 2029	\$ 0
4.	October 1, 2029 to March 30, 2030	\$ 0
5.	October 1, 2030 to March 30, 2031	\$ 0

3. Renewal Period #2

Year	Seasonal Operating Periods	Proposed Annual License Fees
1.	October 1, 2031 to March 30, 2032	\$ 0
2.	October 1, 2032 to March 30, 2033	\$ 0
3.	October 1, 2033 to March 30, 2034	\$ 0
4.	October 1, 2034 to March 30, 2035	\$ 0
5.	October 1, 2035 to March 30, 2036	\$ 0

Submitted by - Ryan Hughes Managing Partner 	
Authorized Agent of Company (name and title)	Date 12/28/15

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

1.1B RESPONSE FORM - RFP #3643 – SEASONAL OUTDOOR ICE-SKATING RINK**Vendor Name -**

The Rink at Harbor Point LLC

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. Initial License Period – Proposed Gross Revenue Fees *Subject to negotiation

Year	Seasonal Operating Periods	Proposed Gross Revenue Fee			
		\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K	
1.	October 1, 2016 to March 30, 2017	0 %	0 %	0 %	
2.	October 1, 2017 to March 30, 2018	0 %	0 %	0 %	
3.	October 1, 2018 to March 30, 2019	0 %	0 %	0 %	
4.	October 1, 2019 to March 30, 2020	0 %	0 %	1 %	
5.	October 1, 2020 to March 30, 2021	0 %	0 %	1 %	
6.	October 1, 2021 to March 30, 2022	0 %	0 %	2 %	
7.	October 1, 2022 to March 30, 2023	0 %	0 %	2 %	
8.	October 1, 2023 to March 30, 2024	0 %	0 %	2 %	
9.	October 1, 2024 to March 30, 2025	0 %	0 %	2 %	
10.	October 1, 2025 to March 30, 2026	0 %	0 %	2 %	

2. Renewal Period #1

Year	Seasonal Operating Periods	\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K	
1.	October 1, 2026 to March 30, 2027	0 %	0 %	2 %	
2.	October 1, 2027 to March 30, 2028	0 %	0 %	2 %	
3.	October 1, 2028 to March 30, 2029	0 %	0 %	2 %	
4.	October 1, 2029 to March 30, 2030	0 %	0 %	2 %	
5.	October 1, 2030 to March 30, 2031	0 %	0 %	2 %	

3. Renewal Period #2

Year	Seasonal Operating Periods	\$0.00 to \$100K	Over \$100K to \$199K	Over \$199K	
1.	October 1, 2031 to March 30, 2032	0 %	0 %	2 %	
2.	October 1, 2032 to March 30, 2033	0 %	0 %	2 %	
3.	October 1, 2033 to March 30, 2034	0 %	0 %	2 %	
4.	October 1, 2034 to March 30, 2035	0 %	0 %	2 %	
5.	October 1, 2035 to March 30, 2036	0 %	0 %	2 %	

Submitted by - Ryan Hughes Managing Partner

Authorized Agent of Company (name and title)

Date 12/29/2015

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	1	Dated	12/22/15	Addendum #		Dated	
Addendum #	2	Dated	12/24/15	Addendum #		Dated	

Vendor Name - The Rink At Harbor Point LLC

1.2 PROPOSER'S STATEMENT OF QUALIFICATIONS

If a qualification statement is not on file with Purchasing, or is over one year old, please answer the following questions. Attach a financial statement or other supportive documentation.

1. Number of years in business 4
2. Number of personnel employed Part time 15, Full time 9
3. List the locations of seasonal ice-skating rink facilities operated by the proposer within the last three (3) to five (5) years:

Location & Sq. footage	Dates of Operation [start & end dates]	Contact Person	Phone No.
· Stamford CT, 8,000	· 11/20/14 - 3/15/15	· Ryan Hughes	· 203 979-4232
· New Canaan CT 5,000	· 11/1/14 - Current	· Steve Mettler	· 203 223-3354
· Darien CT, 3,200	· 11/1/15 - Current	· John McNamra	· 917 626-3074
· Norwalk CT, 50,000	· 9/1/2012- Current	· Ryan Hughes	· 203 979-4232
· Stamford CT, 12,000	· 9/1/2005- Current	· Paul Orlin	· 917 340-1369
·	·	·	·

4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
		limited partnership
	☒	limited liability corporation
		limited liability partnership,
		corporation doing business under a trade name
		individual doing business under a trade name
		other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		yes	
	<u>Out-of-State corporations</u> - Do you have a valid licence to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
		yes	

Vendor Name -

The Rink at Harbor Point LLC

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	Sono Ice House				
Address	300 Wilson Ave				
City	Norwalk	State	CT	Zip	06854
Name of Agent	Todd Lampert				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

All information should be supported with appropriate audited financials.

- Book Value (Total Assets (-) Total Liabilities)
- Working Capital (Current Assets (-) Current Liabilities)
- Current Ratio (Current Assets/Current Liabilities)
- Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- Return on Assets (Net Income/Total Assets)
- Return on Equity (Net Income/Shareholder's Equity)
- Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
North American Rink Builders	300 Wilson Ave Norwalk, CT 06854	Ryan Hughes	203 979-4232
Sono Ice House	300 Wilson Ave Norwalk, CT 06854	Ryan Hughes	203 979-4232

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

Attach any additional information, which demonstrates your qualification for this work including appropriate certifications.

END OF SECTION

NHL Rink Typical Week tentative schedule

NHL Rink Typical Week tentative schedule								
	Mon	Tues	Wed	THU	Fri	Sat	Sun	
6:00 AM							Peak Rental	Peak Rental
6:30 AM								
7:00 AM								
7:30 AM								
8:00 AM								
8:30 AM							Peak Rental	Peak Rental
9:00 AM								
9:30 AM								
10:00 AM								
10:30 AM								
11:00 AM							Peak Rental	Peak Rental
11:30 AM								
12:00 PM								
12:30 PM								
1:00 PM								
1:30 PM	OFF	OFF	OFF	OFF	OFF	PEAK Public Skating 1pm - 4:00pm	PEAK Public Skating 1pm - 5pm	
2:00 PM	PEAK	PEAK	PEAK	PEAK	PEAK			
2:30 PM	Public Skating	Public Skating	Public Skating	Public Skating	Public Skating			
3:00 PM	12pm - 3pm	12pm - 3pm	12pm - 3pm	12pm - 3pm	12pm - 3pm			
3:30 PM	Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental			
4:00 PM	Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental	Peak Rental	Peak Rental	
4:30 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
5:00 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental		Peak Rental
5:30 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
6:00 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
6:30 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
7:00 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
7:30 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental	
8:00 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
8:30 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental		Peak Rental
9:00 PM	Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental			
9:30 PM	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Peak Rental		
10:00 PM	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey			
10:30 PM	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey			
11:00 PM	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey	

P. Ryan Hughes

Professional Experience

SoNo Ice House

2009-Present

- Founder
- Managing Partner/President
- Brought ice skating back to Norwalk
- Designed and built 60,000sf facility
- Work with local high schools, non-profits, youth organizations
- Partnering with New York Rangers Assist to bring hockey to all in Norwalk
- Oversee day-to-day operations
- Current contacts include refrigeration experts, hockey boards companies, building manufactures, security companies, gas and electric suppliers

Kingsbridge National Ice Center

2012-Present

- Senior Vice President
- Design consulting for worlds largest ice center
- Business development

Connecticut Oilers

2012-Present

- Founder of youth and junior program
- Recognized as leader in junior hockey on the east coast
- Built program to over 200 players on 11 teams
- Ages range from 6-20

Orlin Ice Rink Manager

2006 – Present

- Oversee day-to-day operations of private rink facility
- Involved in rink since building stage
- Current contacts include refrigeration experts, hockey boards companies, building manufactures, security companies, gas and electric suppliers

North American Rink Builders LLC

Norwalk, CT

2008 – Present

- Built and managed The rink at Harbor Point
- Responsible for all aspects of the rink including: complete set up, ice making, electrical connections, chiller instillation, chiller maintenance, complete break down and storage

- Build public/private seasonal rinks for private clients
- Oversee site preparation with sub contractors

Hockey Career:

- North America and European professional hockey 4 years
- Represented Team U.S.A Select Team at the 2003 Winter World University Games in Tarvisio, Italy
- Captain of the NYU Varsity hockey team 2001-2003
- All-American 2001-2003

Education

New York University, Leonard N. Stern School of Business
Bachelor of Science in Marketing, May 2003

Dale DeRosa

2 Fairview Avenue, Norwalk, CT 06850
203.952.3666 (c) – daled@sonoicehouse.com

PROFESSIONAL EXPERIENCE

SONO ICE HOUSE - NORWALK, CT OPERATIONS MANAGER

(June 2012-present)

Manage daily operations of ice rink with a wide variety of functions, including staffing, training/development, scheduling, facility inspections.

- Responsible for overseeing daily operations
- Oversee staff of 30+ employees
- Responsible for payroll and staffing
- Plan, manage and coordinate parties, charity and special events
- Demonstrate a high commitment to safety and ensure compliance with ice rinks codes and values
- Responsible for hiring, scheduling and training rink employees
- Skating School Director
- Coordinate public skate, skating classes, school programs and summer camps
- Manage rink snack bar
- Act as liaison between coaching staff, customers and general manager
- Plans and initiates promotional projects to advertise establishment

HARBOUR POINTE - STAMFORD, CT RINK MANAGER (SEASONAL)

(November 2014-March 2015)

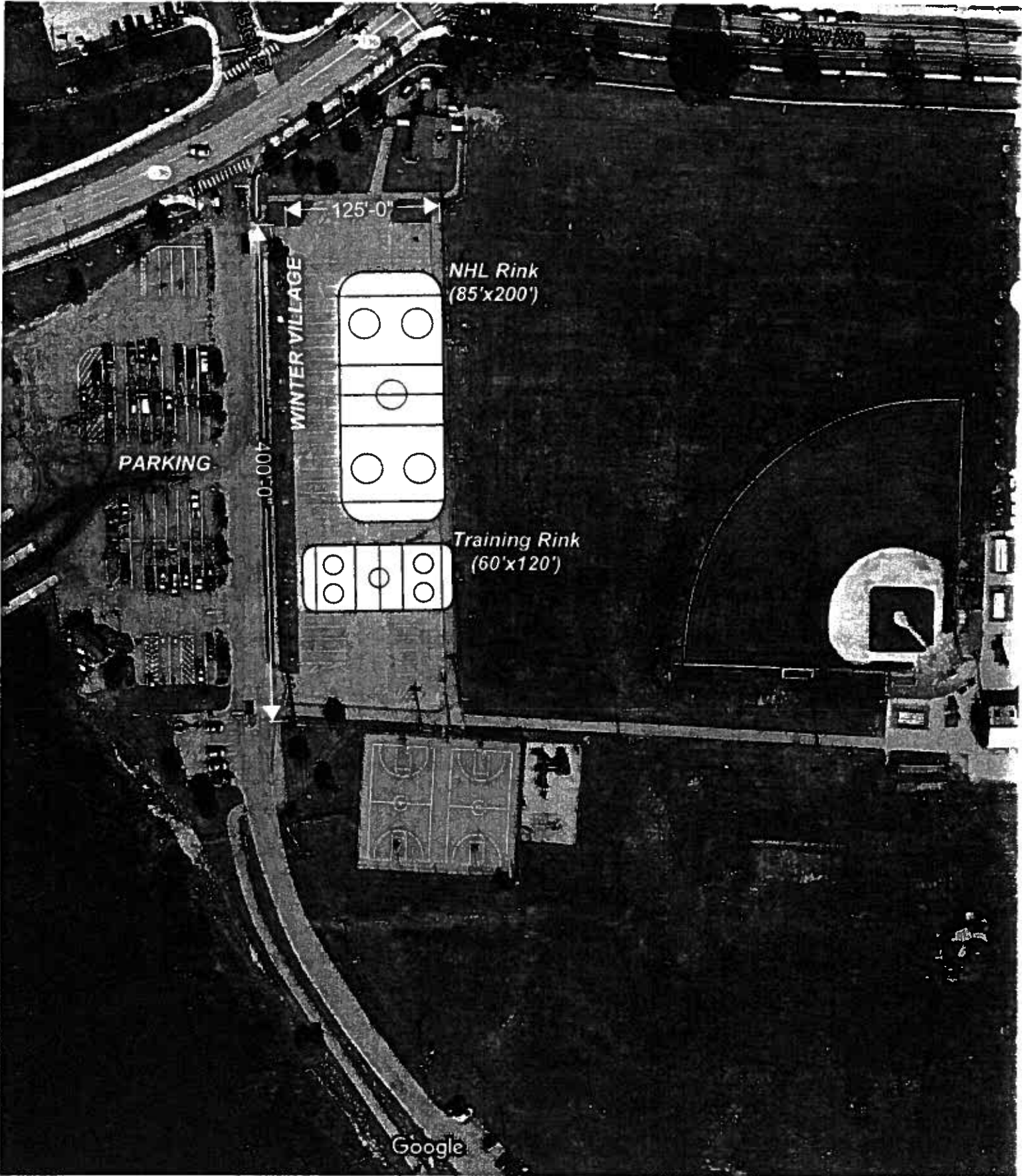
- Responsible for managing and supervising rink staff
- Oversaw 6+ employees
- Responsible for scheduling, payroll and facility maintenance
- Ensured facility met local, state, and federal safety codes at all times
- Ensured clean, sanitary and safe areas of facility at all times

DARIEN ICE RINK - DARIEN, CT

(1984-April 2012)

- Skating School Director
- Owner and manager of the Snack Bar Cafe
- Responsible for scheduling, payroll and facility maintenance
- Coordinated parties, school and special events

Illustrative design - For discussion purposes



125'-0"

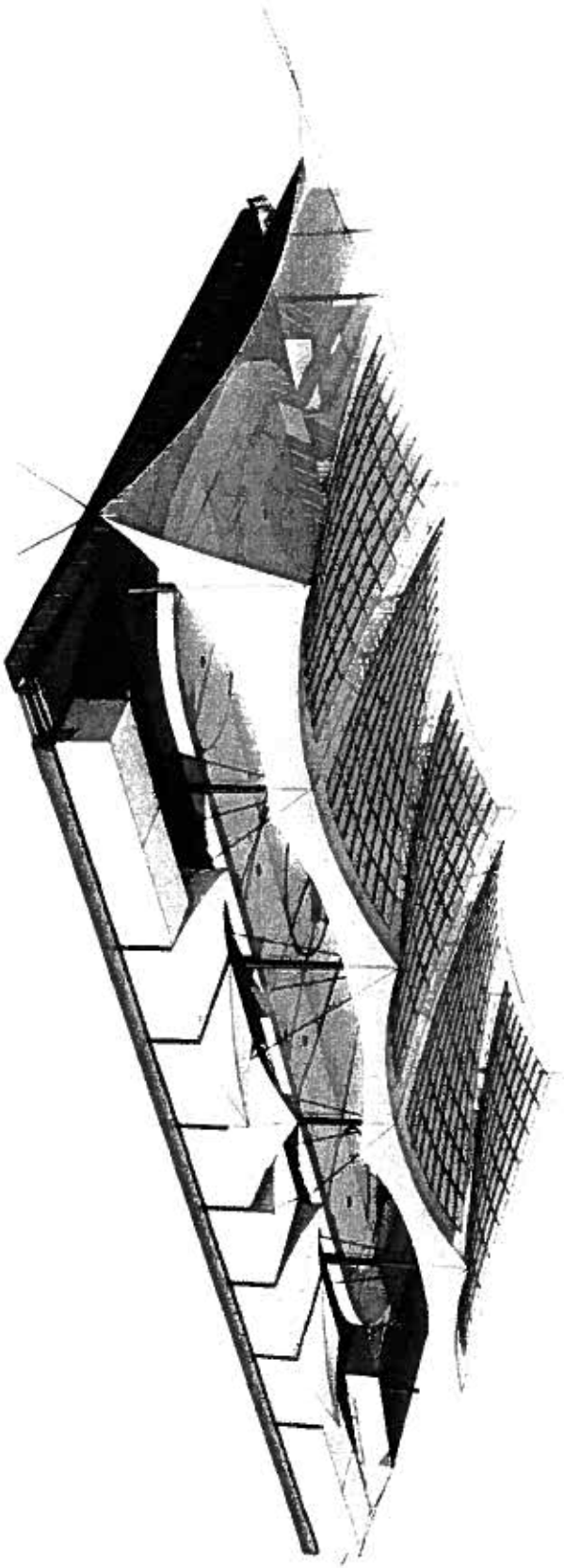
NHL Rink
(85'x200')

WINTER VILLAGE

PARKING

400'-0"

Training Rink
(60'x120')



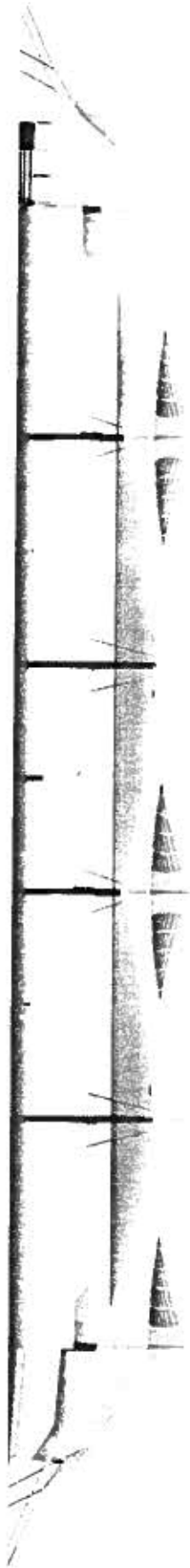
POP-UP ICE HOCKEY RINK - CONCEPT

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02 01 2013



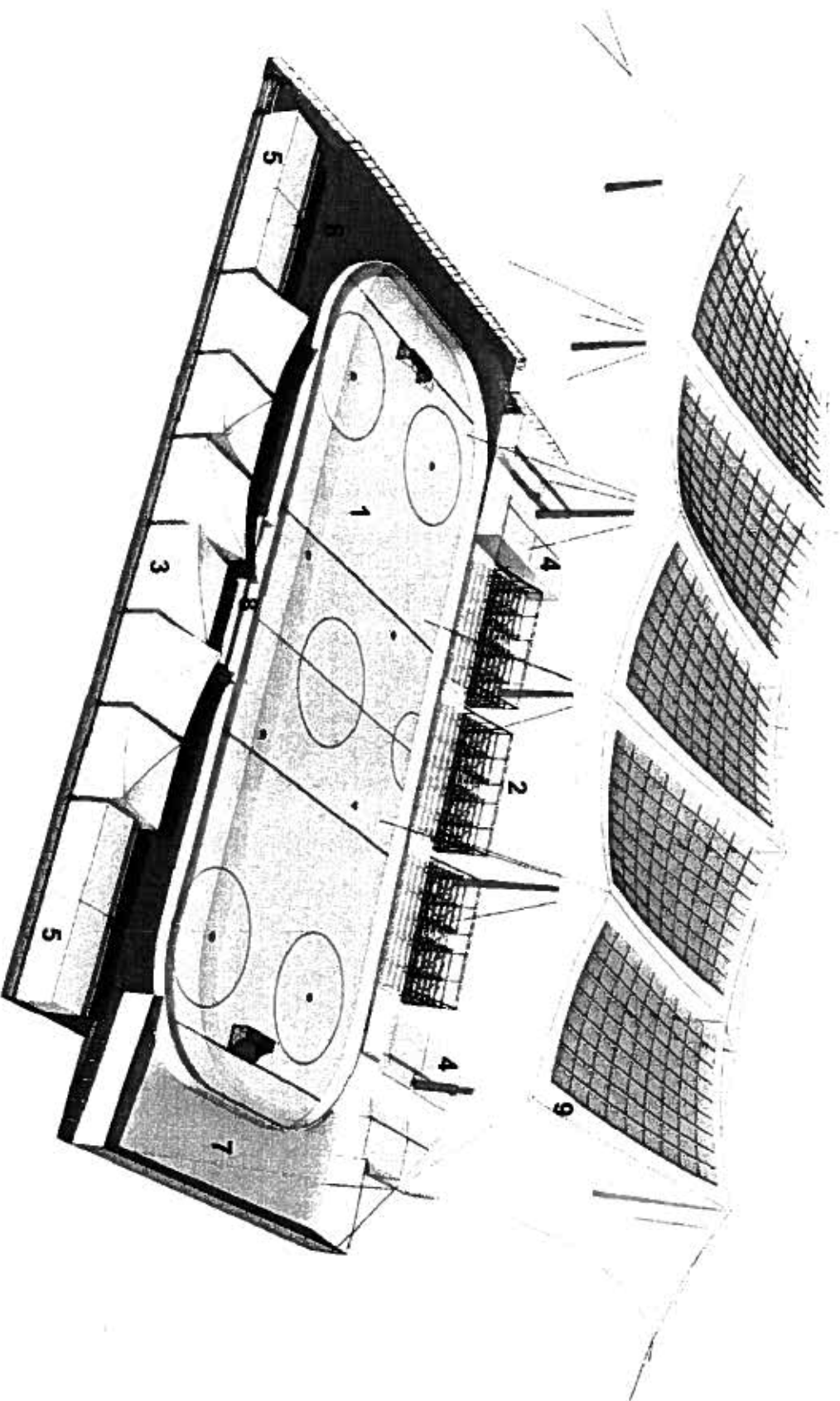
0 10' 20'



POP-UP ICE HOCKEY RINK - CONCEPT

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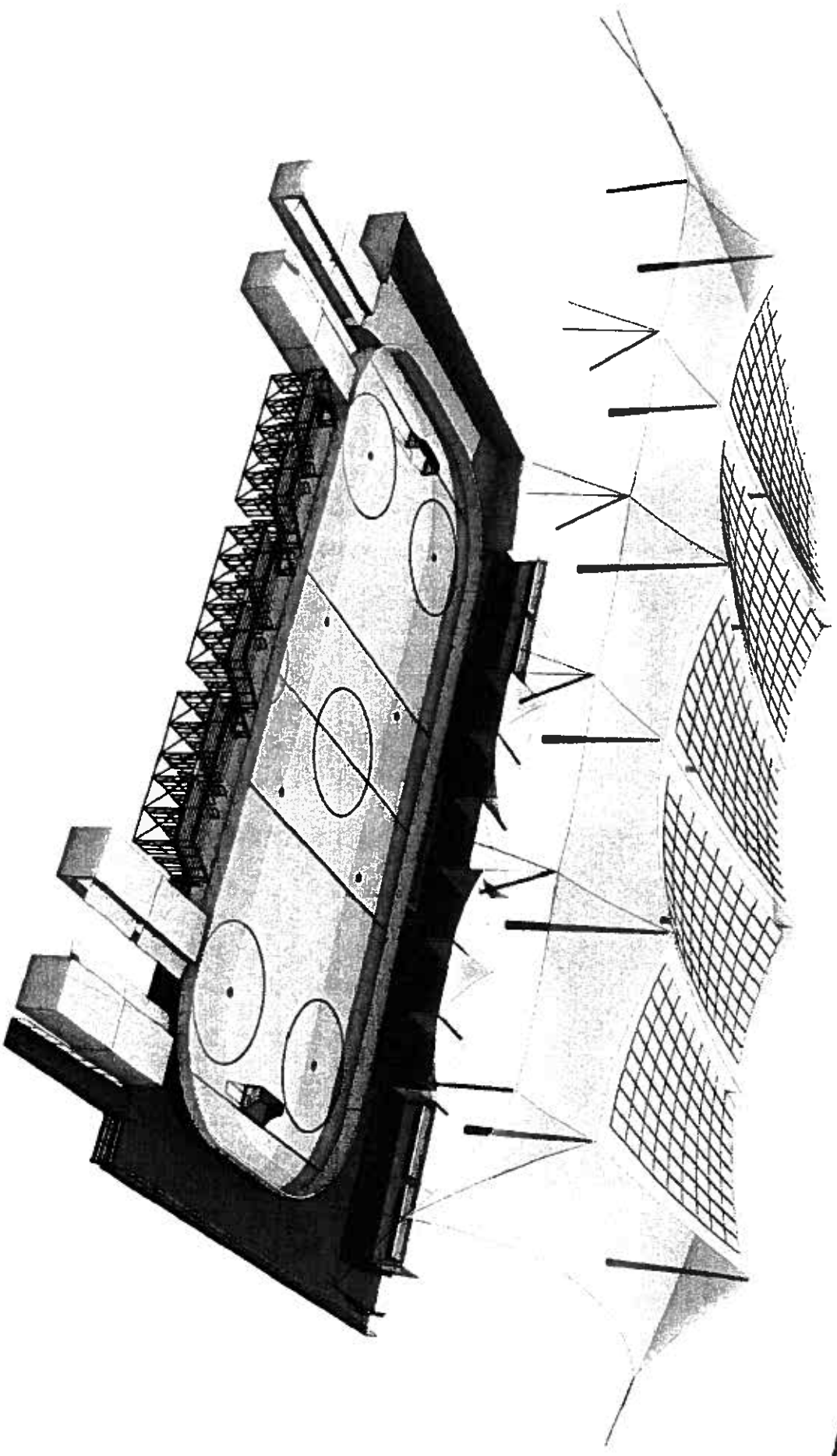
ELEVATIONS _ 02 01 2013



POP-UP ICE HOCKEY RINK - CONCEPT

1. NHL size Rink
2. BLEACHERS
3. PARTY TENTS
4. CONTAINERS - RENTALS & LOCKERS
5. CONTAINERS - CONCESSIONS
6. PUBLIC PROMENADE ON RAISED PLATFORM (EL. + 2'-8")
7. SERVICE AREA
8. PLAYERS AND PENALTY BOXES
9. PHOTO VOLTAIC TENSILE STRUCTURE

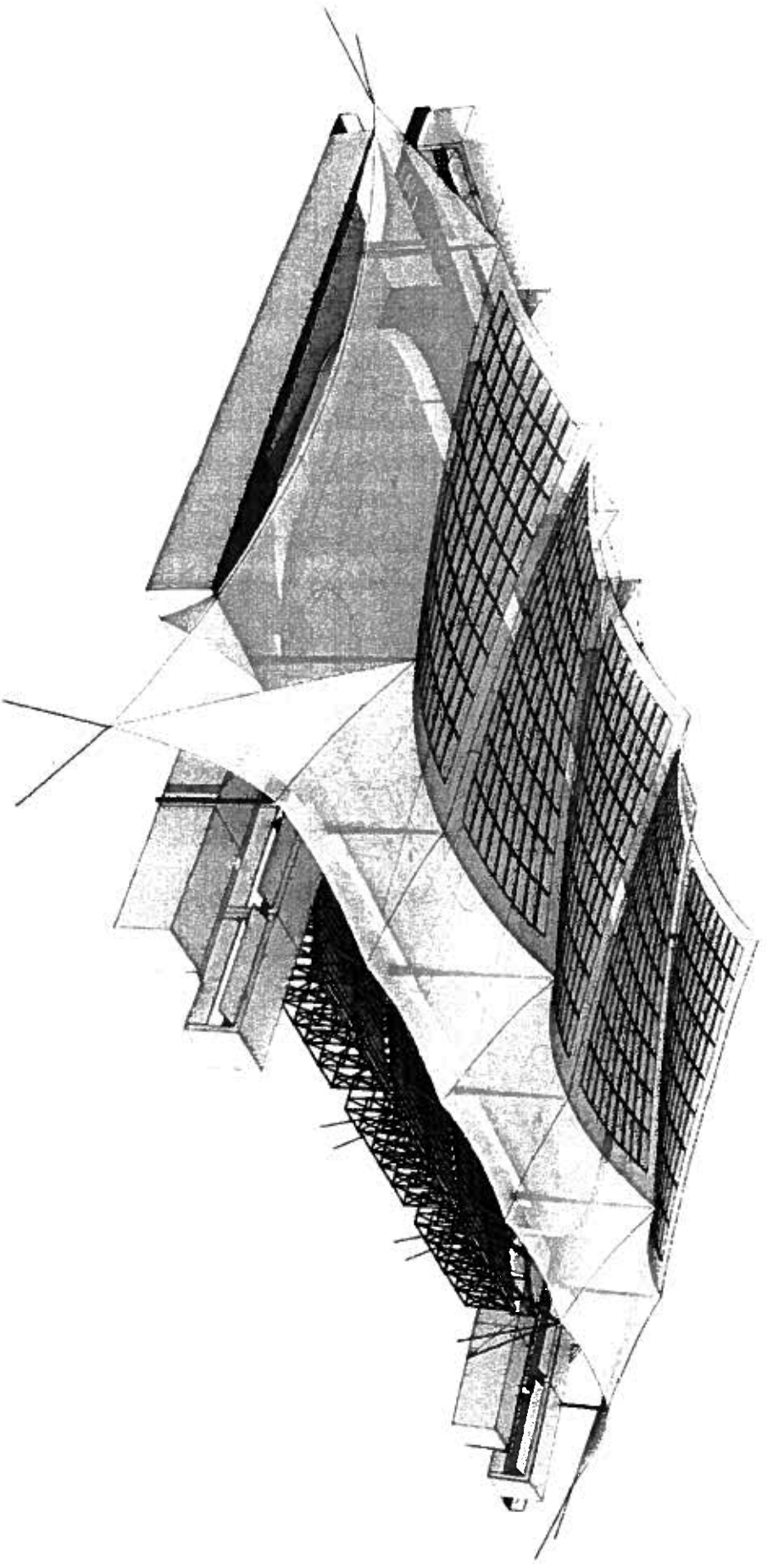
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POP-UP ICE HOCKEY RINK - CONCEPT

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COMPONENT DIAGRAM - B _ 02 01 2013



POP-UP ICE HOCKEY RINK - CONCEPT

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VIEW FROM ABOVE _ 02 01 2013

**CITY OF NORWALK
LIVING WAGE CERTIFICATION FORM**

The City of Norwalk has determined that this contract may be subject to the provisions of the Norwalk's Living Wage Ordinance, Code of the City of Norwalk, Chapter 62, Sections 62-1 through 62-12.

Bidders are required to indicate whether they are a Covered Employer as defined by the Norwalk Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below. **FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.**

_____ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract.

Or that:

_____ I/We are not a Covered Employer and therefore not subject to Norwalk's Living Wage Ordinance for the reason indicated below:

_____ Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended.

☒ Bidder employs less than twenty five (25) employees including full time, part time and seasonal employees.

_____ Annual contract value is less than \$25,000.00.

_____ The procurement does not meet the definition of a service contract for purposes of this Living Wage, hence it is exempt.

I, Ryan Hughes of The Rink at Harbor Point do hereby certify
Officer, Owner, Authorized Rep. Company Name

that the representations made above are accurate for Veterans Park Ice Rink:
Bid Name or RFP Name

Signed by:

 Dated: 12/29/15

TO BE RETURNED WITH BID OR RFP SUBMISSION.

		Proposed Operating Fee Schedule: Gross Revenue Fees			
		\$199k-\$649K	\$650K-\$999k	\$1mm-\$2mm	\$2mm+
2016	Year 1	0%	0%	0%	0%
2017	Year 2	0%	0%	3%	3%
2018	Year 3	0%	2%	3%	3%
2019	Year 4	1%	3%	5%	9%
2020	Year 5	1%	3%	5%	9%
2021	Year 6	2%	3%	5%	9%
2022	Year 7	2%	3%	5%	9%
2023	Year 8	2%	3%	5%	9%
2024	Year 9	2%	3%	5%	9%
2025	Year 10	2%	3%	5%	9%
2026	Year 11	2%	4%	6%	9%
2027	Year 12	2%	4%	6%	9%
2028	Year 13	2%	4%	6%	9%
2029	Year 14	2%	4%	6%	9%
2030	Year 15	2%	4%	6%	9%
2031	Year 16	2%	4%	6%	9%
2032	Year 17	2%	4%	6%	9%
2033	Year 18	2%	4%	6%	9%
2034	Year 19	2%	4%	6%	9%
2035	Year 20	2%	4%	6%	9%



INSURANCE RIDER

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

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

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Licensee performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Licensee performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement and Medical Expenses coverage with a total limit no less than Five Thousand Dollars (\$5,000). The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

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

Umbrella/Excess Liability: With respect to all operations the Licensee 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. Licensee shall carry Umbrella/Excess Liability



Insurance in the amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) Aggregate.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Licensee, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Licensee shall carry One Million Dollars (\$1,000,000) coverage per claim.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Licensee shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Licensee shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

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

Subcontractor: The Licensee shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Licensee shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Licensee agrees to reinstate or purchase additional limits to meet the

minimum limit requirements stated herein. Any premium for such shall be paid by the Licensee.

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

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

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

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

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

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Licensee shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Licensee's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are

to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

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