

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):

February 9, 2016

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: Susan O. Wallerstein, Public Library Board

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS: Kara A.T. Murphy, Ethics Board

B. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. A). Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Triangle Community Center for "Pride in the Park" to take place Sunday, June 5, 2016 in Mathews Park from 12:00 Noon – 8:00 PM. Set up to take place on Sunday, June 5, 2016 at 7:00 AM with tear down no later than 8:00 PM on Sunday, June 5, 2016.

B). Approve the use of the Show Mobile by the Triangle Community Center for "Pride in the Park" to be held Sunday, June 5, 2016.
2. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Norwalk YMCA Camp Sunrise to use Calf Pasture Beach for their Summer Camp on the following Friday's: June 24, July 1,8,15,22,29, August 5,12,19 from 11:00 AM – 6:00 PM. Estimated attendance 100.
3. Authorize the Mayor, Harry W. Rilling to enter into an agreement with South Norwalk Arts Celebration, Inc. for the use of 50 Washington Plaza, Veterans Park Parking Area, and Heritage/Oyster Shell Park for the 40th Annual SoNo Arts Celebration 2016 to be held Friday – Sunday, August 5,6,7, 2016 from 7:00 AM Friday, August 5, 2016 through 6:00 PM Sunday, August 7, 2016. Estimated attendance 15,000 – 20,000.
4. Authorize the Mayor, Harry W. Rilling to enter into an agreement The Color Vibe 5K for use of Veterans Park to hold a Road Race on Saturday, August 20, 2016 from 9:00 AM – 11:00 AM. Set up to take place Friday, August 19, 2016 at 9:00 AM with tear down no later than 12:00 Noon on Sunday, August 21, 2016. Estimated attendance 2,500 – 6,000.
5. Authorize the Mayor, Harry W. Rilling to enter into an agreement "DBA Alzheimer's Association CT Chapter to use Calf Pasture Beach for "Walk to End Alzheimers (Walk/5K) Sunday, September 18, 2016 from 9:00 AM – 2:00 PM. Set up to take place Sunday, September 18, 2016 at 6:00 AM with tear down no later than 5:00 PM Sunday, September 18, 2016. Estimated attendance 1,500+.
6. Authorize the Mayor, Harry W. Rilling to enter into an agreement with Achilles International to host a Lighthouse to Lighthouse Race in Shady Beach from 10:00 AM – 4:30 PM, Saturday, September 17, 2016. Set up to take place Saturday, September 17, 2016 at 6:00 AM with tear down no later than 8:00 PM on Saturday, September 17, 2016. Estimated attendance 250.
7. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the William Raveis Charitable Fund for the use of Calf Pasture Beach for a "William Raveis Ride & Walk Event" to take place Sunday, October 16, 2016 from 7:00 AM – 1:00 PM. Set up to take place Saturday, October 15, 2016 at 8:00 AM and Sunday, October 16, 2016 at 5:00 AM with tear down no later than 5:00 PM on Sunday, October 16, 2016. Estimated attendance 500.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**FEBRUARY 23, 2016
COUNCIL CHAMBERS**

8. Authorize the Mayor, Harry W. Rilling to enter into an agreement with the Exchange Club of Norwalk for the use of Taylor Farm for the Annual Norwalk Exchange Antique Auto Show to be held Sunday, April 24, 2016 from 8:00 AM – 5:00 PM with a Rain Date of Sunday, May 1, 2016. Set up to take place Thursday, April 21, 2016 at 12:00 Noon with tear down no later than 12:00 Noon. Estimated attendance 500.
9. Authorize the Mayor, Harry W. Rilling to enter into an agreement with JDRF (Juvenile Diabetes Research Foundation) for the use of Brien McMahon Casagrande Field on Sunday, September 25, 2016 from 8:30 AM – 1:30 PM. Set up to take place 6:00 AM with tear down no later than 5:00 PM on Sunday, September 25, 2016. Estimated attendance 1,000.
10. 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 outlined.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with PJF Construction Corp., for ConnDOT Project No. 102-319, Rehabilitation of the Perry Avenue Bridge over the Norwalk River, in the amount of \$3,422,165.71.
2. Authorize the Director of Public Works, to issue Orders on Contract to PJF Construction Corp., for ConnDOT Project No. 102-319, Rehabilitation of the Perry Avenue Bridge over the Norwalk River, in the amount not to exceed \$342,217.

Account Nos. 09-13-4021-5777-C0392
09-15-4021-5777-C0392
09-16-4021-5777-C0392

C. ORDINANCE COMMITTEE

1. Approve proposed revisions to Chapter 103 Taxation Ordinance-Article V, Section 103-14 Appointment of alternates; increase in membership.
2. Approve proposed revision to Norwalk Harbor Management Commission, By Laws of the Norwalk Harbor Management Commission.

D. FINANCE COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: February 2, 2016.
2. For informational purposes only: Narrative on Tax Collections Dated: February 11, 2016.

3. For informational purposes only: Monthly Tax Collector's Report Dated: January 31, 2015.
4. **WHEREAS**, Section 1-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limitation on locally funded expenditures during the process of establishing the next fiscal year's operating budget.

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

The maximum limit on total appropriations for the City of Norwalk for Fiscal Year beginning July 1, 2016 shall be no more than \$316,339,469. This appropriation cap represents total expenditures of \$337,095,669 less estimated intergovernmental grants of \$20,756,200.

Be it further resolved that the result of this vote and resolution, together with the attached 2016-17 Budget Guide, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

ADOPTED BY MAJORITY

VOTE: _____ in favor; _____ against

- VIII. **RESOLUTIONS FROM COMMON COUNCIL**
- IX. **MOTIONS POSTPONED TO A SPECIFIC DATE**
- X. **SUSPENSION OF RULES**
- XI. **ADJOURNMENT**

APPOINTMENTS

PUBLIC LIBRARY BOARD

M/C

Nwlk. Code 87-1

SUSAN O. WALLERSTEIN (D)

Term Expires – 12/31//2016

223 Wolfpit Avenue
Norwalk, CT 06851

ETHICS BOARD

C

Chapter 32-12

KARA A.T. MURPHY (U)

Term Expires – 3/10/2016

50 Aiken Street
Norwalk, CT 06851

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

Mayor Rilling called the meeting to order at 7:33 p.m. and led the Assembly in reciting the Pledge of Allegiance. Mayor Rilling asked for a moment of silence in memory of a veteran of the Norwalk Police Department, Lieutenant Tim Murphy.

Ms. King, City Clerk read the notice stating ha 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. Bruce Kimmel	Mr. Nick Sacchinelli
	Mr. Douglas Hempstead	
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	Mr. Michael DePalma
District E:	Mr. Thomas Livingston	Mr. John Igneri

There were 15 (fifteen) Common Council members present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting(s): January 26, 2016

**** MR. IGNERI MOVED TO ACCEPT THE MINUTES AS PRESENTED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Mr. Mark Simon, business owner on East Avenue spoke about the traffic study portion of the East Avenue engineering study and said that it will be one of, if not the largest underpass in Norwalk. He said that that he expects the Common Council to go forward with the study and hopes that it will clarify the problems, but feels that the scope of the traffic study is too narrow and that it ignores the feeder streets. Mr. Simon added that the planned observation time should be expanded.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: John P. McKenna, Oak Hills Park Authority

Mayor Rilling announced Mr. McKenna's resignation because he moved out of Norwalk.

APPOINTMENTS: None

REAPPOINTMENTS:

Robert Mercurio, Conservation Commission

**** MR. BONENFANT MOVED TO APPROVE THE REAPPOINTMENT OF ROBERT MERCURIO TO THE CONSERVATION COMMISSION**

Mr. Bonenfant said that Mr. Mercurio received good recommendations.

**** MOTION PASSED UNANIMOUSLY**

Karen Destefanis, Conservation Commission

**** MR. KIMMEL MOVED TO APPROVE THE REAPPOINTMENT OF MS. DESTEFANIS TO THE CONSERVATION COMMISSION**

Mr. Kimmel said that Ms. Destefanis' resume is very impressive and she had done a good job.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling announced that the Senior Tax Relief Workshop will take place on Saturday, February 13th. The first 300 seniors will receive an LED lightbulb. The Police Department will celebrate their annual awards ceremony on February 17th.

Mayor Rilling wished everyone a happy Valentine's Day and asked everyone to support our local businesses. City Hall will be closed on Presidents' Day. This is Black History Month and a lot of celebrations are taking place across town.

The newly formed Police Emerald Day Society will hold a St. Patrick's Day parade on March 17th. More details to come.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Kimmel said that the Finance Claims Committee increased the income eligibility to widen the number of folks who would be eligible for senior tax relief. The Charter Revision Committee will hold their first public hearing on Wednesday. Mr. Kimmel said that they need to hear what the residents are thinking.

Mr. Kimmel said that as things stand with the budget, the proposed tax increase is probably the lowest in the past 10 years. He said that he was happy to say that the funds are in the budget to fund the Board of Education so that they can restructure Special Education.

The Finance Claims Committee will hold a public hearing on February 15th on the operating budget. The Common Council will vote on the cap for the operating budget in two weeks and then it will go to the Board of Estimate.

RESIGNATIONS AND APPOINTMENTS

There were none this evening.

B. CONSENT CALENDAR

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

CORPORATION COUNSEL

6A1

6A2

ORDINANCE

7A1

HEALTH, WELFARE & PUBLIC SAFETY
7B1
7B2

PUBLIC WORKS COMMITTEE
7C2
7C3 A 7 B
7C4

VI. REPORTS: DEPARTMENTS, BOARD AND COMMISSIONS

A. CORPORATION COUNSEL

- 1. AUTHORIZE TO SETTLE THE FREQUENCY RECONFIGURATION AGREEMENT EXECUTED ON MAY 22, 2008 AND AMENDED MARCH 26, 2009 AND MARCH 9, 2011. EXECUTIVE SESSION**
- 2. AUTHORIZE TO SETTLE THE PLANNING FUNDING AGREEMENT EXECUTED ON SEPTEMBER 12, 2006 AND AMENDED JANUARY 17, 2008. EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. ORDINANCE COMMITTEE

- 1. APPROVE PROPOSED REVISIONS TO CHAPTER 19-BIDDING AND PURCHASING-SECTION 19-3 RESPONSIBLE BIDDERS ORDINANCE.**

B. HEALTH, WELFARE AND PUBLIC SAFETY COMMITTEE

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT GRANT FUNDS FROM THE STATE OF CONNECTICUT FOR THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM FOR THE PERIOD JANUARY 1, 2016, TO DECEMBER 31, 2020 IN THE AMOUNT OF \$486,765.00.**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE IMMUNIZATION ACTION PLAN (IAP) PROGRAM FOR THE PERIOD JANUARY 1, 2016, TO DECEMBER 31, 2020.**

C. PUBLIC WORKS COMMITTEE

- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH AECOM (FORMERLY URS) FOR PROFESSIONAL ENGINEERING SERVICES FOR CONSTRUCTION ADMINISTRATION AND INSPECTION DURING REHABILITATION OF BRIDGE NO. 04154 - PERRY AVENUE BRIDGE OVER NORWALK RIVER, CONNDOT PROJECT 102-319, FOR A SUM NOT TO EXCEED \$410,000.**

80% FEDERAL REIMBURSEMENT (FEDERAL LOCAL BRIDGE PROGRAM).

ACCOUNT:

09 09 4021 5777 C0392

09 10 4021 5777 C0392

09 11 4021 5777 C0392

09 13 4021 5777 C0392

09 12 4021 5777 C0392

09 13 4021 5777 C0392

09 15 4021 5777 C0392

09 16 4021 5777 C0392

- 3A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH MILAN'S EXPERT RENOVATION LLC FOR PROJECT DPW 2016-1 - TRANSFER STATION SIDING REPAIRS FOR AN AMOUNT NOT TO EXCEED \$ 69,998.**

- 3B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE ORDERS ON CONTRACT TO MILAN'S EXPERT RENOVATION LLC FOR PROJECT NO. DPW 2016-1, NORWALK TRANSFER STATION SIDING REPAIRS, FOR A SUM NOT TO EXCEED \$6,999.**

ACCOUNT:

09 14 4031 5777 C0515

- 4. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES, LLC FOR PROJECT NO. DRG2014-1 DRAINAGE IMPROVEMENTS- SCRIBNER AVENUE, EDLIE AVENUE/PREWITT STREET, DEANE CT/BELMONT PLACE, FOR A SUM NOT TO EXCEED \$28,000.**

ACCOUNT: 09 14 4027 5777 C0440

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

C. PUBLIC WORKS COMMITTEE

**** MR.IGNERI MOVED TO APPROVE THE FOLLOWING ITEM:**

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE SECOND AMENDMENT TO THE AUGUST 28, 2007 AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF NORWALK AND A. DICESARE ASSOCIATES, P.C., REGARDING THE EAST AVENUE RECONSTRUCTION PROJECT FOR AN AMOUNT NOT TO EXCEED \$359,000 IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES DATED DECEMBER 30, 2015.**

ACCOUNT:

09 10 4021 5777 C0471

09 11 4021 5777 C0471

09 12 4021 5777 C0471

Mr. Igneri said that this item has been in the works for a long time and the plan will coordinate with the State. He said that he looks forward to input from the committee of neighbors.

Mr. Hempstead asked for clarification on the taking of properties. Mr. Chimento, Director of Public Works explained that the state is doing the takings and they are all working easements except for the corner of Fort Point Street and East Avenue.

Mr. Hempstead said that he wants to be sensitive to the East Norwalk residents and asked Mr. Chimento about the vertical clearance of the rail road bridge. Mr. Chimento said that he is waiting to hear back from the State on their recommendation on the vertical changes.

Mayor Rilling said that the State is behind schedule on the design, but meetings are on-going. The Redevelopment Agency voted on an expenditure to mitigate impact on small business owners.

Ms. Maggio said that she has received e-mails and personal outcries against this project. At the last Common Council meeting a resolution was passed. She said that she has heard the constituents loud and clear. She said that she was here for the people who elected her and feels fooling to go forward until they hear back from the State.

Mr. Kydes said that he would vote no tonight.

Mr. Bonenfant said that it was premature to go forward when the request is in front of the DOT.

Mr. Corsello said that efforts have been made to limit the clearance and that he hopes for good news for the City. He said that the study will not commence tomorrow and suggested moving forward.

Mr. Kimmel said that he will support this item. He said that this is an important part of the City and putting things off is counterproductive.

**** MR. HEMPSTEAD MOVED TO AMEND PAGE 11 OF THE AGREEMENT TO REDUCE THE VERTICAL CLEARANCE ON THE EAST AVENUE ROADWAY FROM 14 FEET 2 INCHES TO 13 FEET 6 INCHES**

Mr. Kimmel said that this is an issue to discuss at the State level and sees this as slowing things down. He said that if there is a need for adjustments, the engineers are fully equipped to do so. Mr. Igneri agreed with Mr. Kimmel and said that they need to move forward. He said that they will be talking with the neighbors and will have up to five other public information sessions. He said that this amendment will confuse the issue.

Ms. O'Toole Giandurco said that she supports the amendment because it supports the resolution that was passed at the last meeting. Ms. Maggio said that she was told that this is a work in progress. Mr. Coppola said that all contracts are subject to change if both parties agree.

Mr. Kimmel said that the resolution to the State is one thing, but he does not think they should change the wording of what is presented to the engineering firm; they have to be consistent and not send mixed messages.

Ms. Maggio said that it makes sense to wait for the State before going forward with the engineering study. Mr. Hempstead said that a resolution is a sense of what the Common Council wants and the majority of the Common Council wants 13'6". He said that to start out telling a contractor to ignore what the Common Council wants does not compute. He said that he is ok with 13' 6".

Mr. Igneri said that he felt that they were making a big mistake because it will confuse the issue. The state assured him that they will be back to the City in short order. Mr. Coppola noted that the State usually takes longer.

Mr. Kimmel said that the State did what it considers its due diligence and they are trying to coordinate work with the WALK bridge to minimize the adverse impact on commuters.

Mr. Chimento said that they could do an amendment to the contract. He said that he feels that the traffic study will take several months. He added that the State is anxious to move ahead because it is part of the WALK Bridge and they want to go out to bid in December for the entire project. He said that the contract would have to be amended if the Common

Council approves reducing the vertical clearance. Mr. Coppola suggested giving Mr. Chimento authorization to make changes to the contract with DiCesare Associates.

Mr. Hempstead said that Norwalk should be telling the State what it wants; other communities got what they wanted. Mr. Chimento said that they are talking about roadway and streetscape design; the vertical clearance is what it is.

Mr. Igneri asked Mr. Hempstead if he would withdraw his amendment. Mr. Coppola suggested that the Common Council give Mr. Chimento the ability to make changes to the contract at the administrative level. Mr. Livingston said that this needs to get set up on an almost autopilot and would not suggest that Mr. Chimento could approve a height beyond the current 14' 2".

Mr. Simms said that it seems that folks are undecided and asked if it would be detrimental to move this back to committee. Mr. Chimento said that it would delay getting the traffic study started.

Mr. Hempstead said that he would not withdraw his amendment.

**** THE AMENDMENT PASSED WITH SEVEN (7) IN FAVOR (MR. BONENFANT; MR. HEMPSTEAD; MS. BOWMAN; MR. KYDES; MS. MAGGIO; MR. DEPALMA; MS. O'TOOLE GIANDURCO) AND SIX (6) OPPOSED (MR. CORSELLO; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. IGNERI; MR. LIVINGSTON) AND TWO (2) ABSTENTIONS (MR. SERASIS AND MR. SIMMS)**

**** THE MOTION AS AMENDED PASSED WITH THIRTEEN (13) IN FAVOR (MR. CORSELLO; MR. HEMPSTEAD; MR. KIMMEL; MR. SACCHINELLI; MS. MELENDEZ; MR. SERASIS; MS. BOWMAN; MR. SIMMS; MR. KYDES; MR. DEPALMA; MS. O'TOOLE GIANDURCO; MR. IGNERI; MR. LIVINGSTON) AND TWO (2) OPPOSED (MR. BONENFANT AND MS. MAGGIO)**

**** MR. IGNERI MOVED THE FOLLOWING ITEMS:**

5A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH DEERING CONSTRUCTION, INC. FOR PROJECT NO. RD 2016-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATION, FOR A SUM NOT TO EXCEED \$769,340.

5B. AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH DEERING CONSTRUCTION, INC. FOR PROJECT NO. RD2016-1 CONCRETE CURBS AND SIDEWALKS AT VARIOUS LOCATIONS, FOR A SUM NOT TO EXCEED \$76,934. ACCOUNT

09 16 4021 5777 C0318
09 15 1000 5777 C0536
09 16 4021 5777 C0021

Mr. Bonenfant said that he has some issues with some people getting free sidewalks.

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

**** MR.IGNERI MOVED THE FOLLOWING ITEM:**

6. APPROVE THE NECESSITY FOR THE ABANDONMENT/DISCONTINUANCE 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 AND APPOINT FREEHOLDERS.

Mr. Hempstead said that he has not issue with the abandonment but has an issue with the maintenance of the street. He asked if the City would be responsible if someone was injured. Mr. Coppola said that you can't stop anyone from suing the City.

Mr. Chimento explained that the properties have to be congruent with another to make the properties one. Mr. Coppola said that it will function as a road; the City has a duty to maintain the road and someone can file a lawsuit against the City. Mr. Hempstead said that he is concerned about liability, long term and asked why they were not being required to carry liability insurance. He said that he was looking to protect the City. Mr. Coppola noted that it would be the same liability to the City that exists today.

Mr. Bonenfant said that he understands that they are not transferring the road; this acknowledges the necessity to abandon the road. He said that going forward, if the developer does not build what they say will be built, then they do not get to keep the land.

Mr. Hempstead said that the following item should not be on the agenda because it is too premature to enter into an agreement that has not been done. Mr. Coppola said that he does not see an issue with approving the following item.

Mr. Simms said that he is skeptical having this discussion, without having backup information. Mr. Sheehan, Executive Director, Redevelopment Agency said that the survey map and title search were provided. Mr. Simms said that it was challenging to discuss this without having backup.

Mr. Igneri explained that this item approves the appointment of freeholders who will make the decision of whether or not to abandon the property.

Mr. Chimento said that a map of the roadway will be available to the Common Council members and the public.

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

**** MR. HEMPSTEAD MOVED TO TABLE THE FOLLOWING ITEM UNTIL THE CITY ACCEPTED THE FREEHOLDER'S REPORT**

- 7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE ESCROW AGREEMENT BY AND BETWEEN THE CITY OF NORWALK, CONNECTICUT AND POKO-IWSR DEVELOPERS, LLC FOR THE MAINTENANCE OF 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. THE CITY OF NORWALK WILL BE RESPONSIBLE FOR MAINTAINING THE ROADWAY IN ACCORDANCE WITH CITY STANDARDS FOR TWENTY-FIVE (25) YEARS IN EXCHANGE FOR THE DEVELOPER PROVIDING FUNDS IN AN ESCROW ACCOUNT FOR THE CITY'S USE TO DEFRAY THE COSTS OF SUCH MAINTENANCE.**

**** MOTION TO TABLE FAILED BY A SHOW OF HANDS WITH FOUR (4) IN FAVOR (MR. SERASIS; MS. BOWMAN; MR. SIMMS; MR. HEMPSTEAD) AND ELEVEN (11) OPPOSED (MR. BONENFANT; MS. MAGGIO; MS. O'TOOLE GIANDURCO; MS. MELENDEZ; MR.**

LIVINGSTON; MR. IGNERI; MR. KIMMEL; MR. CORSELLO; MR. SACCHINELLI; MR. KYDES; MR. DEPALMA)

- ** MOTION PASSED BY A SHOW OF HANDS WITH ELEVEN (11) IN FAVOR (MR. BONENFANT; MS. MAGGIO; MS. O'TOOLE GIANDURCO; MS. MELENDEZ; MR. LIVINGSTON; MR. IGNERI; MR. KIMMEL; MR. CORSELLO; MR. SACCHINELLI; MR. KYDES; MR. DEPALMA) AND THREE (3) OPPOSED (MR. SERASIS; MR. SIMMS; MR. HEMPSTEAD) AND ONE (1) ABSTENTION (MS. BOWMAN)**

D. PLANNING COMMITTEE

- ** MR. KYDES MOVED TO APPROVE THE FOLLOWING ITEM:**

- 1. APPROVE THAT THE ATTACHED DOCUMENTS AND PLANS MEET THE CONDITIONS IMPOSED UPON GGP'S CONCEPTUAL MASTER SITE PLAN IN OCTOBER. THE COMMON COUNCIL WILL FURTHER CONSIDER THE PROPOSED PROJECT'S PUBLIC REALM PLAN AND THE UNDERPASS AREA ACTIVATION PLAN AT A FUTURE DATE, NEITHER OF THESE PLANS ARE SUBJECT TO THIS APPROVAL.**

Mr. Kydes said that everyone did a fantastic job looking out for the City's best interest. Mr. Hempstead asked Mr. Sheehan to explain the outstanding items. Mr. Sheehan said that the items that have to come back to the Common Council have to do with the underpass and the garage facility. Mr. Hempstead noted that the Cecil Group did an outstanding job and they are moving along at a nice pace.

Mr. Kimmel said that this is moving ahead nicely and expects to see a rendering of North Water Street. He said that it is difficult to grasp what the parking façade will look like. Mr. Sheehan said that there will be a review of the materials for the entire project.

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

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening

X. SUSPENSION OF RULES

There were none this evening

XI. ADJOURNMENT

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

There was no further business and the meeting was unanimously adjourned at 9:20 p.m.

ATTEST: _____
Donna King, City Clerk

D

Susan Olsen Wallerstein, Ph.D.
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Norwalk CT 06851
(203) 970-4400
susanwallerstein@gmail.com

Susan Olsen Wallerstein has nearly forty years of experience in public education at the district, regional and state levels. As a district official, classroom teacher, school principal, and regional service center administrator, Susan has implemented a wide range of reforms designed to improve district efficiency and improve educational outcomes. As a former City Council member and chairman of a municipal Finance Board, Susan also appreciates the role that politics plays in shaping the education market at both the state and local levels. In her most recent post as Assistant Superintendent of Schools in Greenwich, Connecticut she was responsible for preparing and supporting an annual operating budget of \$130 million, multi-year capital budgets, and all state and federal funding streams including IDEA, Title I. Recruited to Greenwich in 1997 as the district's first technology coordinator, Susan also led the development of the District's broadband plan and oversaw the procurement and implementation of the school system's student information system. In 2010, the Yankee Institute commended Greenwich Public Schools for its transparent and accountable systems and procedures.

Prior to joining the Greenwich Public Schools, Susan served as Director of Learning Services at one of six regional service centers in Connecticut. In that role she supported the development and implementation of interdistrict school improvement efforts as well as federal and state programs, including Drug Free Schools, School to Career, consolidated grant programs, urban-suburban interdistrict programs in response to Sheff v. O'Neill lawsuit, and technology integration.

Susan began her career as a world languages teacher at Norwalk High School. She was active at the international level, working on behalf of the Connecticut State Department of Education to implement a USIA-funded program linking Russian and Connecticut high schools. The French government selected Susan as co-facilitator for a summer program in Dakar, Senegal to support the goal of helping K-12 school districts and higher education enhance teaching and learning about non-Western cultures. Based on this work, the MacMillan Center at Yale University selected her as a PIER (Programs in International Educational Resources) Fellow. Until recently she also taught graduate students at the college level.

Dr. Wallerstein's research interests include evaluating how the political culture impacts educational equity, efficiency and effectiveness. She completed her undergraduate studies Phi Beta Kappa and her Ph.D. at the University of Connecticut. Susan lives in Norwalk with her husband. They have two adult children and five grandchildren.

KARA A.T. MURPHY, ESQ.

U

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 October 1999-Present
Tierney, Zullo, Flaherty & Murphy, P.C. Norwalk, Connecticut
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.

Associate Attorney April 1997-September 1999
Milano & Wanat, LLC Branford, Connecticut
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.

Temporary Assistant Clerk assigned to Hon. Robert Satter September 1996-April 1997
Connecticut Judicial Branch Hartford, Connecticut

Legislative Intern, UCONN Law School, assigned to Hon. James A. Amann January 1996-May 1996
Connecticut General Assembly 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

State of Connecticut Judicial Branch, Volunteer Attorney Program (Foreclosures)

2013-2014

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

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

VII A1-9

PLEASE PRINT

ORGANIZATION NAME: Triangle Community Center PERSONAL/FAMILY
NAME OF CORPORATE OFFICER AUTHORIZED ASSOCIATION/CLUB
TO EXECUTE THE LICENSE AGREEMENT: Jami Patterson COMPANY/BUSINESS
TITLE: President
YOUR NAME: Joseph Federici TITLE: Pride Coordinator
ADDRESS: 618 West Avenue, 2nd Floor E-MAIL ADDRESS: Joe@ctgay.org
CITY: Norwalk STATE: CT ZIP CODE: 06850
HOME PHONE: 203-516-8332 BUSINESS PHONE: 203-853-0600 CELL PHONE: 203-516-8332

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Mathews Park NUMBER OF PARTICIPANTS: 1,000
EVENT: Pride in the Park DATE REQUESTED: 06/05/2016
SET UP TIME: 7am-12pm STARTING TIME: 12pm ENDTIME: 8pm (8pm-11pm) RAIN DATE: 06/11/2016
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO;
ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT 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 N/A NO N/A
If yes, name of person(S) N/A 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 ☐ DATE: _____
COMMON COUNCIL APPROVAL: YES ☐ NO ☐ N/A ☐ DATE: _____
DIRECTOR'S SIGNATURE: _____ DATE: _____
(Signature required)

Date to Committee: 2/10/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into RecTrac: _____

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

1. Renter is responsible to ensure that no accumulation of debris or waste is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
2. The City is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests.
3. The Renter may bring the following in or onto the Premises:
 - *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall
 - *Bouncing structures; water dunking machines; etc. require a separate Insurance Certificate
 - *No other furniture, machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks
4. **HOLD HARMLESS:** Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
5. All policies applicable to the activities contemplated herein should include a waiver of subrogation.
6. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application.

FEES: Facility Rental: \$1,350.00 Custodial: _____

The total fee for your use of the Premises is \$_____ based upon rates pre-determined by the Recreation and Parks Committee. Fees are payable by checks made out to the Recreation and Parks Department or credit card (NO American Express). Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due **60 days prior** to the event date.

APPLICANT'S SIGNATURE: Jamie Pattereson DATE: 1/7/15
(Signature Required)

APPLICANT'S NAME: Jamie Pattereson
(Please Print)

WITNESS SIGNATURE: Joseph Federici DATE: 1/7/15
(Signature Required)

WITNESS NAME: Joseph Federici
(Please Print)

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

RECREATION AND PARKS SHOWMOBILE RENTAL APPLICATION AND POLICY

I. APPLICATION

NAME OF ORGANIZATION: Triangle Community Center

REPRESENTATIVE NAME: Joseph Federici

ADDRESS: 618 West Ave., 2nd Floor

CITY: Norwalk CT 06850

BUSINESS PHONE: 203-853-600

REPRESENTATIVE PHONE: 203-516-8332

RENTAL DATE: 06/05/2016 RAIN DATE: 06/11/2016 TIME: 12pm to 8pm

LOCATION OF RENTAL: Mathews Park 295 West Ave., Norwalk, CT 06850

PURPOSE OF RENTAL: Pride in the Park Festival

INSURANCE COVERAGE: \$4,000,000

FEE: \$400.00

DEPOSIT:

BOND:

APPLICANT SIGNATURE: *Joseph Federici*

DATE: 7/19/16

APPROVED BY:

DATE:

COMMITTEE APPROVAL:

DATE:

II. POLICY

A. USE OF SHOWMOBILE

1. The Director of Recreation and Parks will allocate the use of the Showmobile to Norwalk based non-profit organizations subject to availability. The Recreation and Parks Committee and the Norwalk Common Council will decide which non-Norwalk organizations and profit making organizations are allowed to rent the Showmobile.
2. Organizations using the Showmobile will not be allowed to mask any logo or any other portion on or in the Showmobile, nor can tape of any kind be used on any of its surfaces.
3. Only authorized Personnel of the Recreation and Parks Department will be allowed to move and operate the Showmobile. Personnel must be hired to deliver and set up the Showmobile and close up and return it to the Norwalk Parks Department.

B. RENTAL FEES, DEPOSITS AND BONDS

1. The Director shall establish all rental fees based on all related Department costs of providing the Showmobile to the renting organization. The minimum fee for the use of the Showmobile is \$400.00 for Norwalk based non-profit organizations and \$600.00 for all other organizations. The Norwalk Exchange Club is exempt from the rental fee.
2. A deposit of \$100.00 must accompany all applications. The deposit will only be refunded if the application is not approved. In all cases where applications are approved the deposit will be used toward the rental fee. All rental fees and operating costs exceeding the deposit must be paid in full one (1) month prior to the organization's rental date.
3. The Director may require a bond of up to \$1,000.00 on any rental, as well as specific insurance coverage.
4. All organizations must name the City of Norwalk as additionally insured on a \$1,000,000.00 liability policy.
5. All organizations must pay the operating costs for transporting, setting up and the removal of the Showmobile. (NO EXCEPTIONS)

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: Norwalk Ymca Camp Sunrise 2016
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Bob McDowell
YOUR NAME: Desiree Edwards TITLE: CEO
ADDRESS: 394 West Ave 1st flr TITLE: Childcare Coordinator
CITY: Norwalk STATE: CT E-MAIL ADDRESS: dredwards@riverbrookymca.org
HOME PHONE: 203-820-1717 BUSINESS PHONE: 203-866-4425 CELL PHONE:

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach NUMBER OF PARTICIPANTS: Up to 100
EVENT: Summer Camp 2016 DATE REQUESTED: every Friday 6/24/16 7/15/16 7/16/16 7/22/16 7/29/16 8/5/16
SET UP TIME: 11am STARTING TIME: 11am ENDING TIME: 6pm (RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)
RAIN DATE:

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: Desiree Edwards DATE: 1/10/16

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

To Comm 2/10/16

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

PLEASE PRINT

ORGANIZATION NAME: SOUTH NORWALK ARTS CELEBRATION, INC.

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: KEVIN BOWLER

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

TITLE: PRESIDENT

YOUR NAME: KEVIN BOWLER

TITLE: PRESIDENT

ADDRESS: P.O. BOX 600

E-MAIL ADDRESS: kevinbowler73@gmail.com

CITY: SOUTH NORWALK

STATE: CT

ZIP CODE: 06856

HOME PHONE: N/A

BUSINESS PHONE: N/A

CELL PHONE: 203-293-5673

FACILITY & EVENT INFORMATION

50 Washington Plaza. Vets Park parking

FACILITY REQUESTED: (east end), Heritage/Oyster Shell Park

NUMBER OF PARTICIPANTS: estim 15,000-20,000

EVENT: 40th Annual SONO ARTS CELEBRATION / 2016

DATE REQUESTED: Fri-Sun / August 5, 6, 7 - 2016

SET UP TIME: 7 am / 08.05 STARTING TIME: 5 pm / 08.05 ENDTIME: 6 pm / 08.07 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

SEE NOTES
ATTACHED
PG 3 OF
THIS APP

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) N/A 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: January 12, 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: _____ DATE: _____

[Signature required]

Date to Committee: 2/10/16
Entered into Calendar: _____
Deposit Received: _____
Insurance Received: _____
Entered into RecTrac: _____

Norwalk Recreation & Parks – Facility Application Form

2016 SoNo Arts Celebration

Fri > Sun / August 5-7, 2016
South Norwalk, CT

Contact: Kevin Bowler / kevinbowler73@gmail.com / 203.293.5673

Regarding Use of Alcoholic Beverages and/or Beer Kegs:

- A Beer & Wine permit will be acquired by the SoNo Arts Celebration. A contained sale & consumption area will be created that will likely include the 50 Washington Plaza. No sale of alcoholic beverages is planned or anticipated in any other area of the event, including Heritage & Oyster Shell Park.

Regarding Display Advertising at the Event:

- It is anticipated there will be signage/banner installation on site during the event – both branded banners related to the event as well as branded signage/banners related to miscellaneous event sponsors.

Regarding Collection of Contributions at the Event:

- It is possible the SoNo Arts Celebration may solicit donations at the Event. Said donations may or may not be solicited within City of Norwalk park properties.

Regarding the Sale of Food, Beverages, Goods or Wares:

- Food, Beverages, Goods or Wares will be sold at the SoNo Arts Celebration. Sales of any or all of the above may or may take place within City of Norwalk park properties.

NORWALK RECREATION & PARKS DEPARTMENT
FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: THE COLOR VIBE 5K

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT:

Daniel Pete

PERSONAL/FAMILY ☐

ASSOCIATION/CLUB ☐

COMPANY/BUSINESS ☒

YOUR NAME: Mike Jensen

TITLE: Race Director

ADDRESS: 881 W 700N Sat 101

E-MAIL ADDRESS: mike.jensen@thecolorvibe.com

CITY: Logan

STATE: Ut

ZIP CODE: 84321

HOME PHONE:

BUSINESS PHONE: 435-554-0134 CELL PHONE: (805) 440-9383

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Veteran's Park

NUMBER OF PARTICIPANTS: 2,500-6,000

EVENT: THE COLOR VIBE 5K

DATE REQUESTED: 8/26/16

SET UP TIME: 9 AM

STARTING TIME: 9 AM

ENDING TIME: 11 AM

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)
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]

DATE: 10/10/15

FOR OFFICE USE ONLY

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

DATE: Agenda = 10/15

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

DATE: To Agenda - 2/10/16

DIRECTOR'S SIGNATURE:

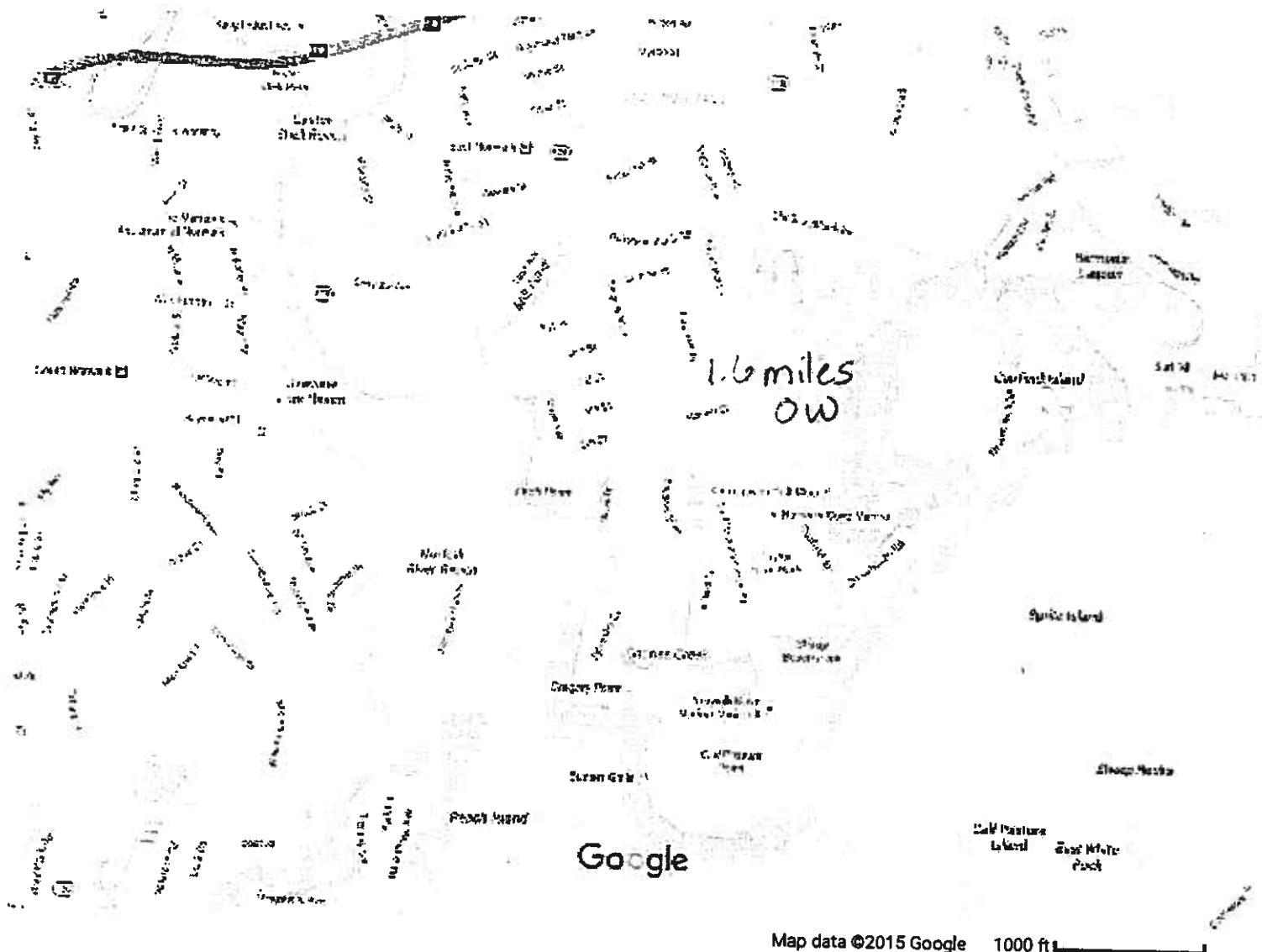
DATE:

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
CITY HALL
125 EAST AVENUE
NORWALK, CT 06851
PHONE: 203-854-7306 FAX: 203-854-7860

12/23/2015

Google Maps

Google Maps



Map data ©2015 Google

1000 ft

Calf Pasture Beach Application

NORWALK RECREATION & PARKS DEPARTMENT FACILITY APPLICATION FORM

PLEASE PRINT

 PERSONAL/FAMILY ☐
 ASSOCIATION/CLUB ☐
 COMPANY/BUSINESS ☒

ORGANIZATION NAME: DBA: Alzheimer's Association CT Chapter (non-profit)

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT:

Eleonora Tornatore - Mikes

TITLE: President

Primary Contact: Mary Mackey

Special Events Coordinator

YOUR NAME: Secondary Contact: Lexi Kennedy

TITLE: Fairfield County Special Events Director

Main Office: 200 Executive Blvd, Suite 4B, Southington CT 06488

ADDRESS: Regional Office: 607 Main Street, Norwalk CT 06851

E-MAIL ADDRESS: mmackey@alz.org

CITY: See above

STATE: See above

ZIP CODE: See above

HOME PHONE:

BUSINESS PHONE: 860.828.2828 CELL PHONE:

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach

NUMBER OF PARTICIPANTS: 1500 +/-

EVENT: Walk to End Alzheimer's (Walk/5K)

DATE REQUESTED: Sunday, Sept. 18 2016

SET UP TIME: 6:00 AM STARTING TIME: 9:00 AM ENDING TIME: 2:00 PM

(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

RAIN DATE: Sunday, Oct. 16, 2016

*NO RAIN DAY

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒ARE YOU SERVING FOOD: YES ☒ NO ☐ Food donated from local vendors. Health Permit usually submitted to the city
 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.

tent rented from local vendor. We usually submitted tent permit application

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐
 ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☐ * See attachment (fundraising event)
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 N/A. 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: 11/11/2015

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

(Page 1 of 2)

 Please see reverse
 Signature required

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

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB

ORGANIZATION NAME: Achilles International (S01c3) COMPANY/BUSINESS

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Richard Traum TITLE: President / Founder

YOUR NAME: Gary Williams TITLE: Manager - Kayak Program

ADDRESS: 24 Indian Road, E-MAIL ADDRESS: gwilliams@achillesinternational.org

CITY: Trumbull STATE: CT ZIP CODE: 06611

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

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Shady Beach, Norwalk NUMBER OF PARTICIPANTS: ~250

EVENT: Lighthouse To Lighthouse Race DATE REQUESTED: September 17th 2016

SET UP TIME: 6:00am STARTING TIME: 10:00am ENDTIME: 4:30pm RAIN DATE:

none
APPLICABLE WITH PAVILION OR MANSION

(RAIN DATE NOT

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

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES

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

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 _____ DATE: _____

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

DIRECTOR'S SIGNATURE: _____ DATE: _____

(Signature required)

Date to Committee: 9/16/16

Entered into Calendar: 11/2/16

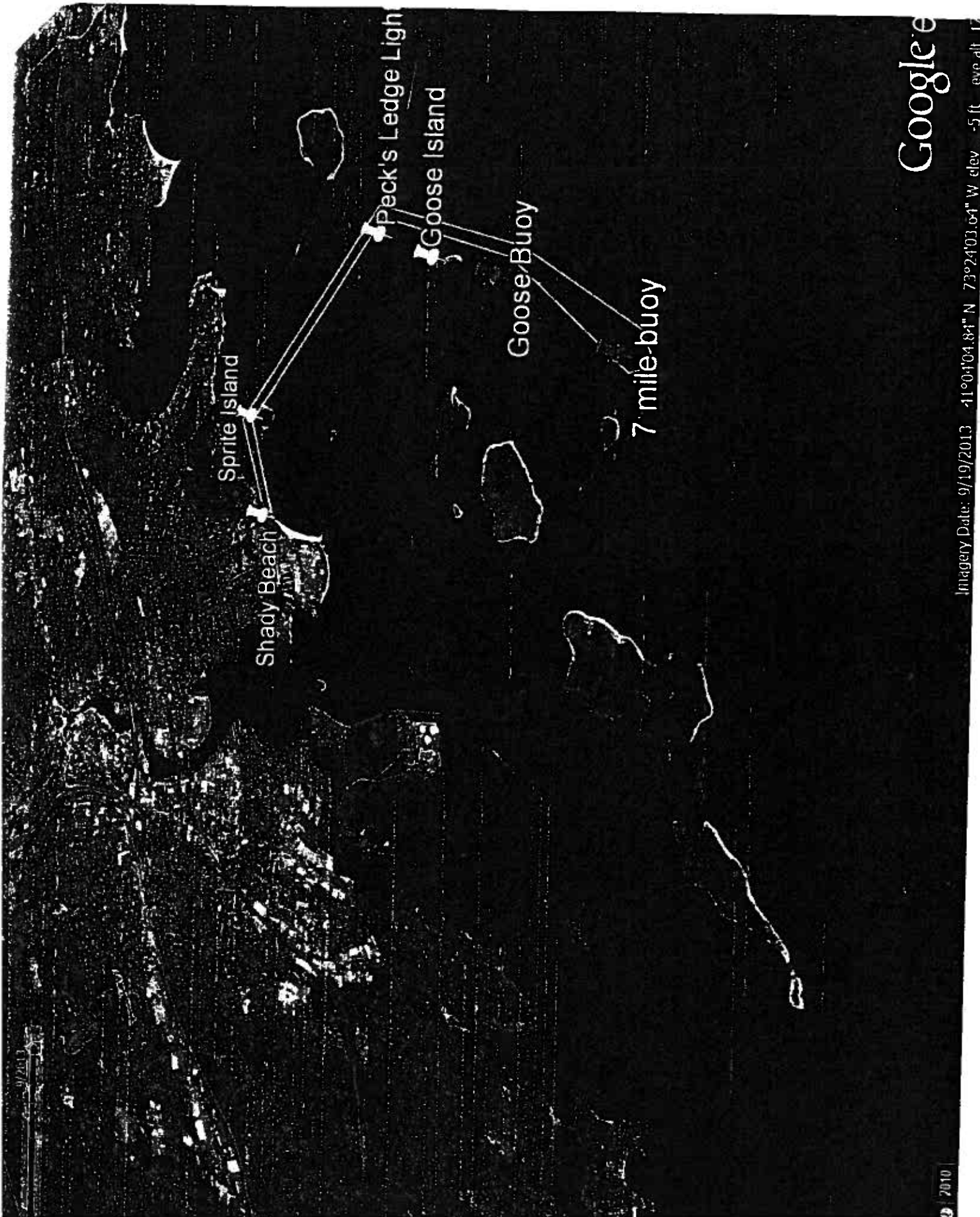
Deposit Received: _____

The event is an open water paddling / rowing race over 7 or 14 miles from Shady Beach out past Sprite Island, Pecks Ledge Lighthouse to Greensledge Lighthouse and back. It is open to all human powered craft and will include kayaks, surf skis, ocean shells, stand up paddle boards and outrigger canoes. The race has been held now annually for 18 years in various locations with the 2013 and 2014 held at Shady Beach. We get about 250 attendees from up and down the East Coast from Maine to Florida. This is held as a premier event for surfski racing and as such includes the East Coast US Championship event.

Participants are registered in advance and subject to review / confirmation by the organizing committee. We promote access from all divisions, gender, age and physical ability. The event is being hosted by Achilles International an organization that provides access to athletes with disabilities to mainstream sporting events. The Achilles Kayak Team will be competing. The organizing committee consists of paddlers and rowers from the Fairfield County area who train and are familiar with the waters around the Norwalk Islands. We work closely with the USCG and will engage local authorities to ensure compliance with regulations and safety planning needs.

There is an entry donation for the event that covers the use of the facility, event memorabilia, food and drink. No commercial activities will take place at the event although there will be representatives from all the major kayak / surfski manufacturers on site who use this as an opportunity to demo / display their products.

We will be using a number of small 10x10 tents for shelter for race organizers and timing equipment.



FACILITY APPLICATION FORM

PLEASE PRINT

ORGANIZATION NAME: William Ravers Charitable Fund
 NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Stephen Ravers

PERSONAL/FAMILY ☐
 ASSOCIATION/CLUB ☒
 COMPANY/BUSINESS ☐

TITLE: Managing Director

YOUR NAME: Eric Epstein

TITLE: Event Director

ADDRESS: 127 W. 26th Street, Suite 402

E-MAIL ADDRESS: ee Epstein @ globe impact pro. com

CITY: New York

STATE: NY

ZIP CODE: 10001

HOME PHONE: ---

BUSINESS PHONE: 212.989.1111 x11 CELL PHONE: 917.750.6553

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Calf Pasture Beach

NUMBER OF PARTICIPANTS: 500

EVENT: William Ravers Ride + Walk

DATE REQUESTED: 10/16/16

SET UP TIME: 10/15 8:00 AM STARTING TIME: 7:00 AM ENDING TIME: 1:00 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 ☐ 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: Eric R. Epstein

DATE: 12/23/15

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

Event: 10/16/16
 Agenda: 2/10/16
 Book: _____
 Calendar: _____
 Payment: _____
 Insurance: _____
 Rec Trac: _____

Please see reverse

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

1. Renter is responsible to ensure that no accumulation of debris or waste is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
2. The City is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests.
3. The Renter may bring the following in or onto the Premises:

*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; Electrical lighting equipment, requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit.

*Bouncing structures; water dunking machines; etc. require a separate Insurance Certificate.

*No other furniture, machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by its Director of Recreation and Parks.

4. **HOLD HARMLESS:** Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, it's employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
5. All policies applicable to the activities contemplated herein should include a waiver of subrogation.
6. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application.

FEES:

Rental: _____ Custodial: _____

The total fee for your use of the Premises is \$ _____ based upon rates pre-determined by the Recreation and Parks Committee. Fees are payable by check, cash or Credit Card (no American Express) to the Recreation and Parks Department. Deposit is required at time of reservation to hold the date; the balance and Insurance Certificate are due one month before the event date.

APPLICANT'S SIGNATURE: _____

(Signature Required)

DATE: _____

APPLICANT'S NAME: _____

(Please Print)

WITNESS SIGNATURE: _____

(Signature Required)

DATE: _____

WITNESS NAME: _____

(Please Print)

William Raveis Ride + Walk
Route Summaries in Calf Pasture Beach Area

5K Walk

Route will begin on the street between Ripka's Beach Café and the bath houses. Walkers will proceed clockwise on Calf Pasture Beach Road, keeping to the left side of the street so as not to impede traffic, looping around the ballfields and parking lot. They will then exit the park and continue north on the sidewalk along Calf Pasture Beach Road past Marvin Elementary School.

On their return, walkers will again be on the sidewalk along Calf Pasture Beach Road until they enter the park. They will then finish their route where they began, on the street between Ripka's and the bath houses.

The route will be managed so as to allow the general public access to the park throughout.

Bicycle Routes

The 25-mile and 12-mile bike routes will begin and end in the same location as the Walk route, with staggered starting times to avoid overlapping each other or the walk route.

Riders will tentatively proceed out of the park and turn right on Canfield Avenue to exit the park. Though not yet confirmed, the likely route will take riders from Canfield Avenue to Marvin Avenue, turning right onto Pine Hill Avenue. From there they will turn right onto Old Saugatuck Road and make their way toward Westport.

On the return, our initial plan is to have riders return into Norwalk via Winfield Street/Route 136, making a left onto Gregory Boulevard, looping around the traffic circle to Marvin Street before turning right on Calf Pasture Beach Road back into the park.

Please note that the routes above are tentative and will be submitted to the City of Norwalk and the Norwalk Police Department pending site approval of Calf Pasture Beach Park as our start and finish location.

William Raveis Ride + Walk 2016 Calf Pasture Beach Site Layout

Draft 12/23/15 – To be revised based on City of Norwalk feedback





December 23, 2015

Dear Erin,

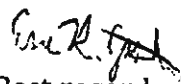
I am pleased to enclose this application for use of Calf Pasture Beach Park on behalf of the William Raveis Charitable Fund for Saturday, October 15, 2016. I have included a \$100 check to hold the date.

The enclosed schematic and route descriptions are intended for discussion. We are open to modifying both as needed, based on the needs of the City of Norwalk. Please note that the tent schematics are not to scale; they have been enlarged significantly for legibility. (Most are 10' x 10' pop-up tents.)

We do anticipate making use of the Showmobile; that would be placed (tentatively) in the area marked "Stage" on the schematic – again, pending Parks Department approval.

Please don't hesitate to reach out with any questions. (We will be closed between Christmas and New Years, but I am otherwise available.)

Thank you for all of your help on this. We look forward to partnering with you on this event.


Best regards,

Eric R. Epstein

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

PLEASE PRINT

PERSONAL/FAMILY
ASSOCIATION/CLUB
COMPANY/BUSINESS

ORGANIZATION NAME: Exchange Club of Norwalk

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Dennis E. Saunders TITLE: Chair Person

YOUR NAME: DENNIS E. SAUNDERS TITLE: Chair Person

ADDRESS: 6 SHELLECK ST E-MAIL ADDRESS: dsaunders290@yahoo.com

CITY: NORWALK STATE: CT ZIP CODE: 06855-1106

HOME PHONE: _____ BUSINESS PHONE: _____ CELL PHONE: 203-394-8228

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: TAYLOR Farm/Show NUMBER OF PARTICIPANTS: 500

EVENT: Norwalk Exchange Antique DATE REQUESTED: APRIL 24, 2016

SET UP TIME: 6:00 AM STARTING TIME: 8:00 AM ENDTIME: 5:00 RAIN DATE: MAY 2, 2016
(RAIN DATE NOT APPLICABLE WITH PAVILION OR MANSION)

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

ARE YOU SERVING FOOD: YES ✓ NO _____

ARE YOU REQUESTING A TENT? YES NO *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT 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/FEE'S 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(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: Dennis E. Saunders DATE: Jan 27, 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: _____ 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

To Comm 2/10/16

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

11/25/16

PLEASE PRINT

ORGANIZATION NAME: JDRF (Juvenile Diabetes Research Foundation) PERSONAL/FAMILY ASSOCIATION/CLUB COMPANY/BUSINESS Non-profit National Org.
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Margie Ostrawer TITLE: Executive Director
YOUR NAME: Marcia Maslo TITLE: _____
ADDRESS: 200 Connecticut Ave Ste 4E E-MAIL ADDRESS: mmaslo@jdrf.org
CITY: Norwalk STATE: CT ZIP CODE: 06854
HOME PHONE: _____ BUSINESS PHONE: 203-851-0658 CELL PHONE: _____

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Brien McMahon Jack Casagrande Field NUMBER OF PARTICIPANTS: 1,000
EVENT: JDRF ONE Walk DATE REQUESTED: Sunday, September 25, 2016
SET UP TIME: 6:00 AM STARTING TIME: 8:30 AM END TIME: 1:30 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 _____ 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 (we have banners we zipped to fence)
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(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: Marcia Maslo DATE: 11/25/16

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)

JAN 29 2016

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



VII A10

MEMORANDUM

Date: February 16, 2016

To: Mayor, Harry W. Rilling
Council Members

From: Michael Mocciae

Subject: Project #3643- Design, Development, Construction, Operation and
Management of a Seasonal Outdoor Ice Skating Rink Facility in Veterans
Park

The proposed was approved by the Recreation, Parks & Cultural Arts Committee and referred to full council for a contract agreement. Attached is the proposal, location maps, fee schedule and lease agreement. Also there are some terms and conditions that will be added to the enclosed agreement. The proposal is no cost to the City.

RECEIVED
FEB 16 2016
LAW DEPARTMENT
CITY OF NORWALK



MEMORANDUM

Date: February 16, 2016

To: Mayor, Harry W. Rilling
Council Members

From: Michael Mocciae

Subject: Lease Agreement with The Rink at Harbor Point LLC
Veterans Park Portable Rinks

Additional Terms to Contract Agreement - The Location of the Rinks is on the Straffolino Bridge side of Veterans Park in the Boaters Auxiliary Lot.

- See Attached Fee Schedule (2nd proposal)
- 20 Year period with 2 (5 year renewal option periods)
- Vendor is responsible for set up, tear down, management and supervision of all activity.
- Dates per season October 1st Set up, Operational October 15th through March 15th with teardown by March 31st.
- Must provide free one (1) skate pass with skates to all Norwalk Students per season to be used October 15th – November 23rd or January 20th – March 15th.
- As provided in the RFP Hours of Operation. If the City receives any complaints regarding loud music, the City of Norwalk will have the ability to have the music lowered and or turned off.
- All utilities and use of the Restrooms at Veterans Park will be paid for and cleaned by the Vendor.
- See RFP for Payment and &
- See RFP for Termination for default
- See RFP for Insurance guidelines
- See RFP Seasonal Fees Proposed



Purchasing Department
Finance Group

December 11, 2015

The City of Norwalk's Recreation & Parks Department is soliciting proposals for the design, development, construction, management and operation of a long-term seasonal outdoor ice-skating rink facility to be located at Veteran's Memorial Park, Norwalk, CT. The seasonal outdoor ice-skating rink facility would be operated from approximately October 1st through March 15th each seasonal period. The Recreation and Parks Department is seeking proposers with a solid background in the successful design, development, construction, management and operation of high quality outdoor ice skating rink facilities. Below is an outline of some of the requirements that apply specifically to this project. The requirements for this project are discussed in greater detail under Section 2 – Project Specifications.

PROJECT NUMBER:	3643
DEADLINE:	2:00 PM, DECEMBER 30, 2015
BID TITLE:	DESIGN, DEVELOPMENT, CONSTRUCTION, OPERATION AND MANAGEMENT OF A LONG-TERM SEASONAL OUTDOOR ICE-SKATING RINK FACILITY
SITE LOCATION:	VETERAN'S MEMORIAL PARK SEAVIEW AVENUE, NORWALK CT

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the Internet bid page.

A PRE-PROPOSAL CONFERENCE will be held at 02:00PM, December 17, 2015 meeting in conference room 101 of Norwalk City Hall, 125 East Avenue, Norwalk, CT 06856-5125.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

Any and all questions concerning this solicitation must be directed, in writing, via e-mail to Gerald J. Foley, Purchasing Agent, GFoley@Norwalkct.org or via fax to (203) 854-7817. The deadline for the submission of questions is 12:00PM, December 23, 2015.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Sincerely,

Gerald J. Foley,
Purchasing Agent
T: 203-854-7892
F: 203-854-7817,
E: GFoley@Norwalkct.org

SECTION 1 _ RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

SUMMARIES – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> Bid results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

RFP RESPONSES [*One (1) Original + Six (6) copies*] are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
P.O. Box 5125
Norwalk, CT. 06856-5125

1.1A RESPONSE FORM - RFP #3643 – SEASONAL OUTDOOR ICE-SKATING RINK

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

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	\$
2.	October 1, 2017 to March 30, 2018	\$
3.	October 1, 2018 to March 30, 2019	\$
4.	October 1, 2019 to March 30, 2020	\$
5.	October 1, 2020 to March 30, 2021	\$
6.	October 1, 2021 to March 30, 2022	\$
7.	October 1, 2022 to March 30, 2023	\$
8.	October 1, 2023 to March 30, 2024	\$
9.	October 1, 2024 to March 30, 2025	\$
10.	October 1, 2025 to March 30, 2026	\$

2. Renewal Period #1

Year	Seasonal Operating Periods	Proposed Annual License Fees
1.	October 1, 2026 to March 30, 2027	\$
2.	October 1, 2027 to March 30, 2028	\$
3.	October 1, 2028 to March 30, 2029	\$
4.	October 1, 2029 to March 30, 2030	\$
5.	October 1, 2030 to March 30, 2031	\$

3. Renewal Period #2

Year	Seasonal Operating Periods	Proposed Annual License Fees
1.	October 1, 2031 to March 30, 2032	\$
2.	October 1, 2032 to March 30, 2033	\$
3.	October 1, 2033 to March 30, 2034	\$
4.	October 1, 2034 to March 30, 2035	\$
5.	October 1, 2035 to March 30, 2036	\$

Submitted by -	
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 #3643 – SEASONAL OUTDOOR ICE-SKATING RINK

Vendor Name -

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	%	%	%
2.	October 1, 2017 to March 30, 2018	%	%	%
3.	October 1, 2018 to March 30, 2019	%	%	%
4.	October 1, 2019 to March 30, 2020	%	%	%
5.	October 1, 2020 to March 30, 2021	%	%	%
6.	October 1, 2021 to March 30, 2022	%	%	%
7.	October 1, 2022 to March 30, 2023	%	%	%
8.	October 1, 2023 to March 30, 2024	%	%	%
9.	October 1, 2024 to March 30, 2025	%	%	%
10.	October 1, 2025 to March 30, 2026	%	%	%

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	%	%	%
2.	October 1, 2027 to March 30, 2028	%	%	%
3.	October 1, 2028 to March 30, 2029	%	%	%
4.	October 1, 2029 to March 30, 2030	%	%	%
5.	October 1, 2030 to March 30, 2031	%	%	%

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	%	%	%
2.	October 1, 2032 to March 30, 2033	%	%	%
3.	October 1, 2033 to March 30, 2034	%	%	%
4.	October 1, 2034 to March 30, 2035	%	%	%
5.	October 1, 2035 to March 30, 2036	%	%	%

Submitted by -	
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	

Vendor Name -

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 _____
2. Number of personnel employed Part time _____, Full time _____,
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.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

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 -

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					
Address					
City		State		Zip	
Name of Agent					

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.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. 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

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

SECTION 2 - PROJECT SPECIFICATIONS

2.1 GENERAL

The City of Norwalk's Recreation & Parks Department is soliciting proposals for the design, development, construction, management and operation of a long-term seasonal outdoor ice-skating rink facility to be located at Veteran's Memorial Park, Norwalk, CT. The seasonal outdoor ice-skating rink facility would be operated from approximately October 1st through March 15th each seasonal period. The Recreation and Parks Department is seeking proposers with a solid background in the successful design, development, construction, management and operation of high quality outdoor ice skating rink facilities. Only respondents that have been in the seasonal ice skating rink business for a continuous period of more than two (2) years need submit a response.

2.2 TERM:

The successful proposer shall be offered an initial ten (10) year award period with two (2) potential five (5) year renewal option periods.

2.3 PROJECT BACKGROUND

A. Overview

Veteran's Park encompasses 35 waterfront acres. The park is located on Seaview Avenue on a peninsula adjacent to the Norwalk River, Norwalk Harbor, East Basin and Historic South Norwalk.

The property legitimately was designated a park in 1911, through it was a very marshy wet habitat. The Park served as a landfill prior and was filled with dredged materials from Cove Marina. The Park offers one of the nicest waterfront vista's in the entire City Park system, other than Calf Pasture Beach. It's proximity to Norwalk's urban core makes this a destination for a diverse group of users. In 1981 the grade in the park was raised in some areas 2 ½ feet, the center restroom and concession was built, 4 softball fields were designed, and a stone wall was built along Seaview Avenue.

Veteran's Memorial Park amenities currently include an interior building used for men's and ladies comfort stations for the general public, a full service concession as well as a large garage currently occupied by our carpenter workshops. On the East Side of the Park is a comfort station for the Marina patrons with a shower and in the West Side of the Park a comfort station for the visiting boaters including showers and a washer & dryer units.

Veteran's Memorial Park hosts a number of large events throughout the year the most notable is the Norwalk Oyster Festival, other events include live concerts, cultural events, athletic tournaments and cruise ship tours.

The area within Veteran's Memorial Park proposed for the seasonal ice-skating rink facility site shall be the auxiliary parking lot area on the NORTHWEST CORNER of the Park. Aerial photograph exhibits of the Park and the proposed project area have been included within this RFP solicitation document (refer to pages 38 thru 40). The proposed area shall serve as the primary location of the seasonal ice-skating rink and for the any and all support equipment and structures necessary for the operation of seasonal ice-skating rink during each seasonal period (October 1st through March 15th).

Additionally, if required, the auxiliary parking lot area could also be utilized for other temporary structures that could enhance the operation of the seasonal ice-skating rink operation such as: a skate rental shop (ideally with a skate sharpening station), locker room areas, a winter village, portable restrooms and temporary food service facilities.

B. Seasonal Ice-Skating Rink

At this time, the Recreation & Parks Department is not interested in receiving and or considering proposal submissions for synthetic ice-skating rink surfaces solutions, such as those ice skating rinks that do not require refrigeration or other electric / energy sources at the facility.

The size of the actual ice-skating rink's skating surface should be equivalent to, or larger than, that of an official hockey rink [eighty (80) feet wide x one-hundred and seventy-five (175) feet long, although the final determination of the actual size (and the actual layout) of the ice-skating rink shall be made by the City of Norwalk and the Department of Recreation & Parks Department.

The Proposer must provide the actual seasonal ice-skating rink structure including any and ancillary equipment necessary for the successful seasonal operation of the seasonal ice-skating rink which may include, but is not limited to: dasher panels, ice making equipment, headers, cooling coils, sitting areas, ice skate rentals, ice skate sharpening, an ice refrigeration system, ice mats, an ice resurfacing machine [a Zamboni or other equivalent machine], snow removal equipment, lighting and any other support and or supplemental equipment necessary during the season. And additionally, the proposer may also erect a tent structure over the seasonal ice-skating rink facility to minimize closures due to potential inclement weather events.

Include within your proposal submission an overview of the seasonal ice-skating rink facility that you intend design, develop, construct, manage and operate at the Veteran's Memorial Park site

C. Operational Plan

Proposers should submit an operational plan for the proposed seasonal ice-skating rink facility. This operational plan should include, but not be limited to: a full and complete description of the intended operation; proposed days and hours of operation; an overview of the services to be provided; an overview of the proposed marketing plan; an overview of proposed staffing levels; an overview of the safety and security plans; proposed programming plans, proposed ADA compliance strategy, snow removal, rubbish removal, cleaning and maintenance schedules; proposed food menu, proposed merchandise to be sold; etc...

D. Site Safety:

The proposer shall be required to provide at least one (1) employee certified in Advanced First-Aid training and that certified employee is to be on the premises at all times of the proposed operating hours of the seasonal ice-skating rink facility.

Include with your proposal submission an overview of how your company intends to meet this site safety requirement.

E. Patron Fees

Proposers shall include with their submission an overview of the fees that the proposer intends to charge patrons for activities as: ice-skating (with your own skates); ice-skating (with rental skates); ice-skating lessons, etc...

Proposers are also invited to provide pricing based on: (1) residency (ex. one price for a Norwalk resident, another price for non-residents; (2) age [Adult, Child, Senior]; (3) daily prices; (4) weekly prices; (5) seasonal prices, etc....

All such proposed pricing, and any subsequent price modification must be approved by the City of Norwalk and Department of Recreation & Parks prior to implementation.

F. Seasonal Ice-Skating Rink Installation and Removal

The Proposer, at their own and sole expense, shall be fully responsible for the annual installation, removal and off-site storage of the seasonal ice-skating rink facility and any and all equipment associated with the seasonal operation.

At the season's end, it shall be the responsibility of the successful proposer to remove any and all equipment and materials from the project site area, associated with the seasonal ice-skating rink facility and to return the site to the City of Norwalk and the Department of Recreation & Parks in the same condition as the project site area was at the commencement of the same season.

And all such start-up and close-down activities must be performed in strict conformance to the allotted operational timeframe. With no set-up activity being conducted prior to October 1st of each season and with all teardown activities to be fully completed by March 30th of each season.

G. Staffing

Include within your proposal submission a detailed overview of your proposed staffing levels that would be required for the operation of the seasonal ice-skating rink facility. And include an overview of your proposed strategy for the recruitment of any new staff.

H. Hours and days of operation

The Proposer shall be allowed to operate the seasonal ice-skating rink between the hours of 06:00am and 11:00pm. However, the proposer shall be allowed to alter the actual hours operational times and days, within these beginning and ending times, but the proposer is not allowed to alter either the starting time of 06:00am and or the closing time of 11:00pm. Additionally, the proposer shall commence the playing of any music over their sound system on or before 10:00pm on Fridays, Saturdays and Sundays and on or before 09:00pm on Mondays through Thursdays.

I. Utilities

The Proposer shall be solely responsible for bringing the electrical service to the ice-skating rink. The electrical service shall be of a permanent nature and shall not be removed seasonally. And the Proposer shall be solely responsible to pay for any and all electricity costs associated with operation of the ice-skating rink. Such electricity costs include but are not limited to, paying for the electrical meter service charges and paying for the actual electricity that is being consumed.

Additionally, the proposer shall be responsible to pay any and all water and sewer usage fees associated with the operation of the ice-skating rink.

J. Sponsors and or Advertising

The Proposer shall be allowed to seek sponsors and or sell advertisement space within the confines of the seasonal ice-skating rink area (ex. dasher panels). However, if the proposer intends to seek such sponsors and or to sell such advertisement space, the proposal shall be required to obtain written approval from the City as to the content of such advertisements. And if such sponsor and or

advertisement is authorized the revenue generated from such sponsor and or advertisement shall be included the gross revenue information of the operation of the seasonal ice-skating rink.

K. Facility Name

The Proposer may be allowed to name the seasonal ice-skating facility. As such proposers are invited to submit with their submissions their suggested names for the ice-skating rink facility. However, the proposer shall be required to obtain written approval from the City as to the proposed name of the ice-skating rink facility and the City reserves the right to select the actual name of the ice-skating facility.

As a point of reference, The City of Norwalk's Recreation and Parks Department would approve the use of: "Veteran's Park Ice Rink" or "The Rink at Veterans Park".

L. Merchandise

The Proposer shall be allowed to sell ice-skating related merchandise at the ice-skating rink operation and such proposer shall be allowed to utilize the name of the ice-skating rink operation on this merchandise. However, the proposer shall be required to obtain written approval from the City as to any and all merchandise to be proposed to be offered for sale at this facility.

The proposer shall be responsible for any and all municipal, state, and federal taxes that are due and are applicable to the sale of merchandise and or operation of the ice-skating rink operation.

M. Permits and Permit Fees

Permits and permit related fees shall not be waived for this project. The awarded proposer shall be responsible to acquire all permits and obtain all approvals for the design and construction of the seasonal ice-skating rink facility from the Norwalk Planning and Zoning Department and the Norwalk Building Department. All designs, plans, and labor to be performed on the structure shall be prepared by professional architects, engineers, and technicians and shall require the approval from City of Norwalk and Department of Recreation & Parks prior to the commencement of any construction.

N. Proposed Fees

1. License Fee:

The proposer shall pay an annual license fee to the City for the use of the Veteran's Memorial Park site. The proposer shall indicate the annual license fee that they intend to offer to the City for the initial ten (10) year period and for the additional two (2) five (5) year extension period. Such proposed license fees shall be submitted utilizing the response form that is contained within section 1.1A of this RFP solicitation document.

2. Percentage of Gross Revenue Fee:

In addition to the annual licensing fee, the City is seeking a share of the gross revenue that is generated from the operation of the seasonal ice-skating rink operation.

Proposers are requested to provide the City with percentage figures of the gross revenue that the proposer intends to share with the City from the operation of the seasonal ice-skating facility. Such proposed gross revenue fees shall be submitted utilizing the response form that is contained within section 1.1B of this RFP solicitation document.

Additionally, include within your proposal submission, the formula that you intend to use to capture the gross and net profits of the operation on annual basis.

O. Payment and Reporting

1. Payment – License Fee

The successful proposer shall be required to pay their proposed annual licensing fee 30 days prior to the commencement of the next seasonal period. Failure to pay the annual licensing fee within this allotted timeframe shall result in a \$1,000.00 penalty. And, in the event that the successful proposer does not pay the proposed annual fee 30 days prior to the commencement of the seasonal period, the City also reserves the City to terminate that seasonal period and any and all subsequent periods.

2. Payment – Revenue Sharing

The successful proposer shall be required to pay their proposed revenue sharing amount 30 days after the completion of each seasonal period. Failure to pay the proposed revenue sharing amount in this allotted timeframe shall result in a \$1,500.00 penalty. In the event that the successful proposer does not pay their proposed revenue sharing amount 30 days prior to the commencement of the next seasonal period, the City reserves the City to terminate that next seasonal period and any and all subsequent seasonal periods

3. Reporting

A. *Monthly*: The successful proposer shall be required to submit monthly revenue statement information to the City's Recreation and Parks Department. Such monthly revenue information must be submitted within thirty (30) days of the previous month-end. Failure to submit the monthly revenue statement information within this thirty (30) day period shall result in a \$500.00 penalty. In the event that the successful proposer repeatedly does not submit monthly revenue sharing information as requested, the City reserves the right to terminate the next seasonal period and any and all subsequent seasonal periods.

B. *Seasonal*: The successful proposer shall be required to submit seasonal revenue statement information to the City's Recreation and Parks Department. Such seasonal revenue information must be submitted within thirty (30) days of after the completion of each previous seasonal period. Failure to submit the seasonal revenue statement information within this thirty (30) day period shall result in a \$500.00 penalty. In the event that the successful proposer repeatedly does not submit seasonal revenue sharing information as requested, the City reserves the City to terminate that next seasonal period and any and all subsequent seasonal periods

2.4 PROPOSAL SUBMISSION FORMAT

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete information as required by this request. In addition to the Proposal Response Form, the proposal should include:

- **Title Page**: This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
- **Executive Summary**: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from seasonal ice-skating rink operators. Outline your company's experience with similar current or completed seasonal ice-skating projects.

- **Scope of Services** : Identify the specific services that will be provided by your company and any other recommended services in addition to those identified herein for consideration and possible incorporation. List the name and address of all consulting firm(s) that may be used on this project with a brief description of their qualifications with emphasis on the seasonal ice-skating rink operation expertise and your prior association with them, if any.
- **Project Team Organization and Staffing**: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of your company who will be responsible for this project and include resumes of all key project team members. In addition:
 - provide a brief description of similar projects in which the key personnel may have worked together as a team.
 - include minimum of three (3) similar projects in recent years and provide information such as project name, project status, project costs, length of time on job, references and contact information.
 - estimate the percent of time you will have each staff member working on the assigned project.

The City reserves the right to interview and specify key staff members on this project.

- Describe your company's project approach and how your staff and consultants will be organized and utilized during the design, development & construction phases of this project.
- Provide three references that will be able to verify the quality of the company's services, technical ability and proposed key staff, with title, position, their relationship to the project, and telephone numbers.
- Proposal Response Forms. Complete and submit with your proposal submissions the pricing response form information in section 1.1 of this RFP solicitation.
- All candidates must be available for interview. Candidates are advised that the selection of the successful company shall be made in full compliance with the Freedom of Information laws and regulations.

Candidates shall submit one (1) original and ten (10) copies of their proposal submission to the Purchasing Department by the due date indicated in the Project Notice. Candidates must be available for interviews upon request of the City of Norwalk. Based on responses to the RFP the City of Norwalk reserves the right to shortlist candidates for presentations / interviews. Presentations / interviews for those respondents that are invited shall be on or about January 5, 2016. At minimum, the company's proposed Point of Contact and Project Manager for the project should be available to attend the meeting. The presentations should be 30 minutes long, plus 15 minutes for Q&A.

2.5 CRITERIA FOR EVALUATING PROPOSALS

The City of Norwalk shall be responsible for reviewing the proposals received and intends to evaluate the proposals that are received utilizing the criteria listed below.

The City reserves the right to examine any other criteria and take the same under consideration. Also, to reject any Firm or proposal despite its compliance with the criteria if the City determines that to do so would be in its best interest.

- A. Extent and level of the proposed services being offered that can be implemented to ensure the success of the project.
- B. Qualifications & experience of the firm, concerning comparable municipal, governmental, and or private projects of similar size and scope as this project.

- C. Overall experience & expertise of the proposed project team and any other key personnel.
- D. Responsiveness and thoroughness of the proposal submission.
- E. Total years in business and financial stability of the firm.
- F. Recommendation from previous clients.
- G. Proposed Fees.

2.6 TERMINATION FOR DEFAULT OR FOR THE CONVENIENCE OF THE CONTRACTING AGENCY

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work.

2.7 NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

2.8 CONTRACT AGREEMENT

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample Licensing contract agreement form, is provided at the end of this section to illustrate the type of contract the City will use to contract for this license agreement.

2.9 RIGHT OF SET-OFF

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.10 DURATION OF PROPOSALS

Proposals will remain in effect for a period of one-hundred and eighty (180) days from the deadline for submission of the proposal.

2.11 ACCEPTANCE OF RFP CONTENT

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.12 FREEDOM OF INFORMATION

Freedom of Information (FOI), C.G.S. § 1-210(b). FOI generally requires the disclosure of documents in the possession of the City or governmental entity upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by Connecticut General Statutes § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the City will endeavor to keep such information confidential to the extent permitted by law. However, the City has no 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 pursuant to a FOI request.

The proposer has the obligation to understand the requirements of the FOI Act and the burden of establishing the applicability of any FOI exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the City's FOI disclosure requirements under applicable law, the final administrative authority to release or exempt any or all material so identified rests with the City. In no event shall the City or any of its employees have any liability for disclosure of documents or information in the possession of the City and which the City or its employees believe(s) to be required pursuant to the Freedom of Information Act or other requirements of law.

2.13 INSURANCE COVERAGE REQUIREMENTS

The Proposer 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 Consultant's policies.

The Proposer 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 Consultant's policies.

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Proposer 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 (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Proposer performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement and Medical Expense Coverage at \$5,000.00 per person. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Proposer shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Proposer or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Proposer shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

Umbrella/Excess Liability: With respect to all operations the Proposer performs, the insurance limits required are Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) aggregate limit per occurrence and can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions .

"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. Consultant 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, Consultant 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 Contractor'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.

Subcontractors: The Consultant 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 subcontractor. 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 Consultant 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 Consultant agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Consultant.

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 Consultant 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 Contractor 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 Contractor 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 Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant 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 Consultant's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Consultant'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, 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.

2.14 Sample Agreement:

The following document is the City's standard licensing contract produced by the City of Norwalk's Corporation Counsel. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND**

**FOR
USE OF PARKING LOT SPACE WITHIN VETERAN'S MEMORIAL PARK
FOR A SEASONAL ICE-SKATING RINK OPERATION**

AGREEMENT entered into this ____ day of _____, 2016, between the **City of Norwalk**, Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, (hereinafter referred to as the "CITY") and _____, a corporation organized and licensed to do business in the State of Connecticut, acting herein by _____, its President, duly authorized, (hereinafter referred to as the "LICENSEE").

WHEREAS, the CITY by a vote of its Common Council on _____, has agreed to allow LICENSEE to use parking lot space located within Veteran's Memorial Park, Seaview Avenue, for the purpose of operating a seasonal ice-skating rink business under the terms and conditions set forth herein.

I. License Granted -- Responsibilities

1. For the payment of _____, made in equal annual payments, the CITY hereby grants permission to the LICENSEE acting as an independent permittee, to use designated space situated in northwest corner parking lot area within Veteran's

Memorial Park, Seaview Avenue, (hereinafter referred to as the "SITE"), for the sole purpose of operating a seasonal ice-skating rink business. This business operation shall be subject to the CITY's approval in terms of the products and services offered and the pricing of the same. The LICENSEE, shall not be allowed to sell any smoking materials, including cigarettes, and shall not sell any type of lottery tickets at the SITE.

2. The term of this Agreement is for ten (10) seasonal year periods with the operational period of each season effective October 1st and expiring at 11:55 p.m. on March 15th. Effective October 1st, 2016 through March 30th, 2026. At the full discretion of the City, the agreement may be extended to 11:55 p.m. up to March 30, 2036, through two (2) five (5) year amendments to this agreement.

3. The agreed upon schedule for the operation of the seasonal ice-skating rink facility during the term of this Agreement shall be 6:00 a.m. through 11:00 p.m., Mondays through Sunday on such days when the Veteran's Memorial Park is open to the public. LICENSEE acknowledges that the Veteran's Memorial Park facility is maintained open to and accessible by other groups, programs and organizations. Therefore, LICENSEE agrees to cooperate with such other users at all times. LICENSEE's access to the SITE may, from time to time, be restricted or revised based on safety considerations and/or to accommodate the needs of the CITY, which shall have priority over LICENSEE's use.

4. LICENSEE will be permitted to carry out its business using the equipment and supplies necessary for its activities as approved in writing by the CITY's Director of Recreation and Parks, Michael Moccia. The CITY will have no responsibility in terms of providing any items or services for the LICENSEE or their other operations. However, LICENSEE shall not bring any equipment, machinery or fixtures onto the SITE without the prior written consent of the CITY acting by its Director.

LICENSEE shall not overload the pavement or grass areas, nor install any heavy machines or equipment of any kind without prior written consent of CITY, which, if granted, may be conditioned upon movement by skilled, licensed handlers and installation and maintenance at LICENSEE's expense of any other reasonably necessary preconditions.

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

6. ACCOUNTS

The LICENSEE agrees to pay promptly for all materials and inventory purchased by it and all labor accounts arising out of its operation of the seasonal ice-skating rink at the SITE. Nothing contained in this section shall mandate payment by the LICENSEE at a date earlier than required by the terms of credit that the LICENSEE may negotiate bilaterally with its vendors. Under no circumstances shall the CITY ever become liable for any debt of the LICENSEE.

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

II. Care And Maintenance Of SITE

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

2. LICENSEE covenants with the CITY that it will commit no waste on or to the SITE, or injure or misuse the same, or make alterations therein, or use the SITE or allow the same to be used for any purpose other than in strict conformity with the terms and limitations stated herein. Upon the expiration or earlier

termination of this Agreement, LICENSEE shall leave the SITE in as good condition as it is now, ordinary wear and damages by the elements expected.

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

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

employees, volunteers, agents, or any person acting for and on behalf of either of the LICENSEE.

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

6. LICENSEE will observe and comply with reasonable rules and regulations as the CITY may prescribe related to the safety, care and cleanliness of the Veteran's Memorial Park site, and the comfort, quietness and convenience of other occupants. Additionally, the operation of the seasonal ice-skating rink and all products sold and services offered by or on behalf of the LICENSEE must comply fully with all applicable Federal, State and local health, food and drug and recycling laws, ordinances and regulations.

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

of the same, including the persons responsible for handling and vending the same.

All of the terms, covenants and conditions of this License are subject to and conditioned upon the continued ability of the LICENSEE to obtain and maintain, at its sole cost, all necessary permits and licenses from all applicable governing entities, including the State of Connecticut and the City of Norwalk, pertaining to the operation of the seasonal ice-skating rink hereunder. LICENSEE agrees to promptly apply for such permits and licenses upon the execution of this License Agreement and to diligently pursue such applications to approval. If the LICENSEE fails to obtain any such permit or license within ninety (90) days from the date of execution of this License Agreement, or if it fails to continually maintain in effect any such required permit or license throughout the operation of its business hereunder, this License Agreement shall be null and void and have no further effect and all sums paid hereunder shall be returned without diminution or interest.

LICENSEE shall not: .

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

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

7. The CITY shall have the right, acting by its employees and agents, to enter the SITE at any time upon reasonable notice to LICENSEE under the circumstances (except no notice shall be required in the case of maintenance or any emergency) for any purposes which the CITY may deem necessary. In addition, the CITY shall have the right to take all necessary materials and equipment into the SITE when performing such necessary repairs and maintenance. Any entry and activity by the CITY, as permitted this Paragraph, shall not entitle LICENSEE to any claim, shall not constitute an eviction of LICENSEE and shall not in any way violate the permission hereby granted or any provision hereof.

III. Insurance And Indemnification

1. Throughout the term hereof and any extension period, LICENSEE shall, at its sole cost and expense, maintain the following insurance coverages:

a. Commercial General Liability insurance with a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) coverage covering all its operations, activities and all participants thereof with TWO MILLION DOLLARS (\$2,000,000.00) aggregate for all damages and injuries suffered during the policy period. Such coverage shall include bodily injury, accidental death, property damage liability and personal injury, and the policy shall be endorsed to name the City of Norwalk as an additional insured.

b. Workers' Compensation insurance for all its employees in such form and with such limits as required by the Workers' Compensation laws of the State of Connecticut.

c. Product liability insurance in a minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) for total damages and liability sustained during the policy term.

d. Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

e. Errors and Omissions/Professional Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) coverage per claim for any damage caused by an error, omission or any negligent or wrongful act in connection with any professional services performed under this Agreement..

F. Umbrella/Excess Liability insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) aggregate limit per occurrence

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

The policies shall contain an express agreement of the insurance company providing the same, that such policies shall be primary in respect to any coverage that the CITY may carry. The parties hereby acknowledge that the CITY shall in no way be held

liable for any of the operations of the LICENSEE or risks assumed by LICENSEE by its use of the SITE.

All insurance shall be provided by a company or companies authorized to do business in the State of Connecticut of recognized financial standing and having a Best Guide rating of no less than A-VIII.

A certificate evidencing such insurance shall be provided to the City of Norwalk Office of Corporation Counsel on or before the commencement of this License, and shall be endorsed to name the CITY as an additional insured, and loss payee as its interests may appear. The certificate of insurance shall provide that there shall be no modification or cancellation of any such coverage or policies unless thirty (30) days prior written notification of the same is given to the CITY's Corporation Counsel. LICENSEE agrees to require its general liability insurance carrier to waive any right of subrogation against the CITY with respect to any covered loss arising out of LICENSEE's use, of the SITE to the extent of any insurance proceeds paid under such policies.

LICENSEE agrees that all personal property brought onto the SITE by either of them or their employees, agents, LICENSEE's volunteers or invitees shall be at the sole risk of LICENSEE. The CITY shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; or any injury or death as a result of theft or attempted theft, such theft or damage being the sole responsibility of LICENSEE.

2. The LICENSEE shall indemnify, defend, and save harmless the CITY, and its officers, agents, volunteers and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including attorney's fees), of any character, name or description arising out of the LICENSEE's use of the SITE; its conduct of any activities incident thereto; or on account of any act or omission, neglect or misconduct of the LICENSEE, their agents, officers, employees, volunteers, guests or others admitted to the SITE. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder and shall survive the termination of this Agreement.

IV. Facility Requirements

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

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

V. Termination

Either party may at any time and for any or no reason terminate this Agreement and all rights and permission hereby granted, including a violation by LICENSEE of their obligations and responsibilities arising hereunder. Termination will be effective upon fourteen (14) days prior written notice as specified herein. The parties understand that no written demand, Notice to Quit, or re-entry for condition broken shall be required to enable the CITY to recover possession of the SITE. Instead, whatever right the LICENSEE may have to such is hereby expressly waived. Any termination by the CITY under this provision shall not give rise to any cause of action or claim for damages against the CITY.

VI. VACATING PREMISES

1. Upon termination or expiration of this Agreement, the LICENSEE agrees to vacate the SITE and remove any items of equipment or furnishings it may own within ten (10) days from the effective date of termination. Upon the LICENSEE's taking possession of the SITE, the LICENSEE and the CITY's Director of Recreation and Parks, or their representative, will make a record of all such items that have been brought onto the SITE by the LICENSEE, the ownership rights to which the LICENSEE will retain. This record shall be signed by both parties and only those items listed may be removed by LICENSEE upon the expiration or earlier termination hereof. This record may be updated at any time the LICENSEE brings new or additional items onto the SITE. Any

updated listing shall be signed by both parties. Anything incorporated into the SITE or affixed thereto shall become part of the SITE and shall not be removed by the LICENSEE.

VII. General Provisions

1. The LICENSEE, its agents, representatives and employees shall not discriminate against anyone, under any circumstances, on account of race, creed, color, sex, age, sexual orientation, or national origin. The LICENSEE further agrees that it shall perform all hiring in accordance with all of the pertinent Federal, State and local laws and regulations concerning non-discrimination and fair labor practices.

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

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

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

of or excuse any subsequent act, omission or violation, required by this Agreement.

5. The parties acknowledge that the CITY allows persons and organizations not related to LICENSEE to use the SITE for various purposes. LICENSEE shall not be responsible for any damage to the SITE not caused by LICENSEE or any participant in any of LICENSEE's programs or activity hereunder.

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

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

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

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

10. This Agreement incorporates all the understandings of the parties hereto and supercedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

VII. Corporate Acknowledgement And Representations

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

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

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

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

VIII. Notices

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

FOR THE CITY OF NORWALK:

Mario F. Coppola, Esq.
Corporation Counsel
City Hall, P. O. Box 798
Norwalk, Connecticut 06856-0798

FOR THE LICENSEE:

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

Signed, Sealed and Delivered
in the Presence of:

Witnesses' Signatures

CITY OF NORWALK

By: _____
Harry W. Rilling
Its Mayor

Duly Authorized

Date signed: _____

Witnesses' Signatures

By: _____
Its President
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

SECTION 3

GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 080813 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided. Document number 1006.

<http://www.norwalkct.org/documentcenter/view/865>

SECTION 4

CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042011 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> Document number 1008.

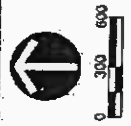
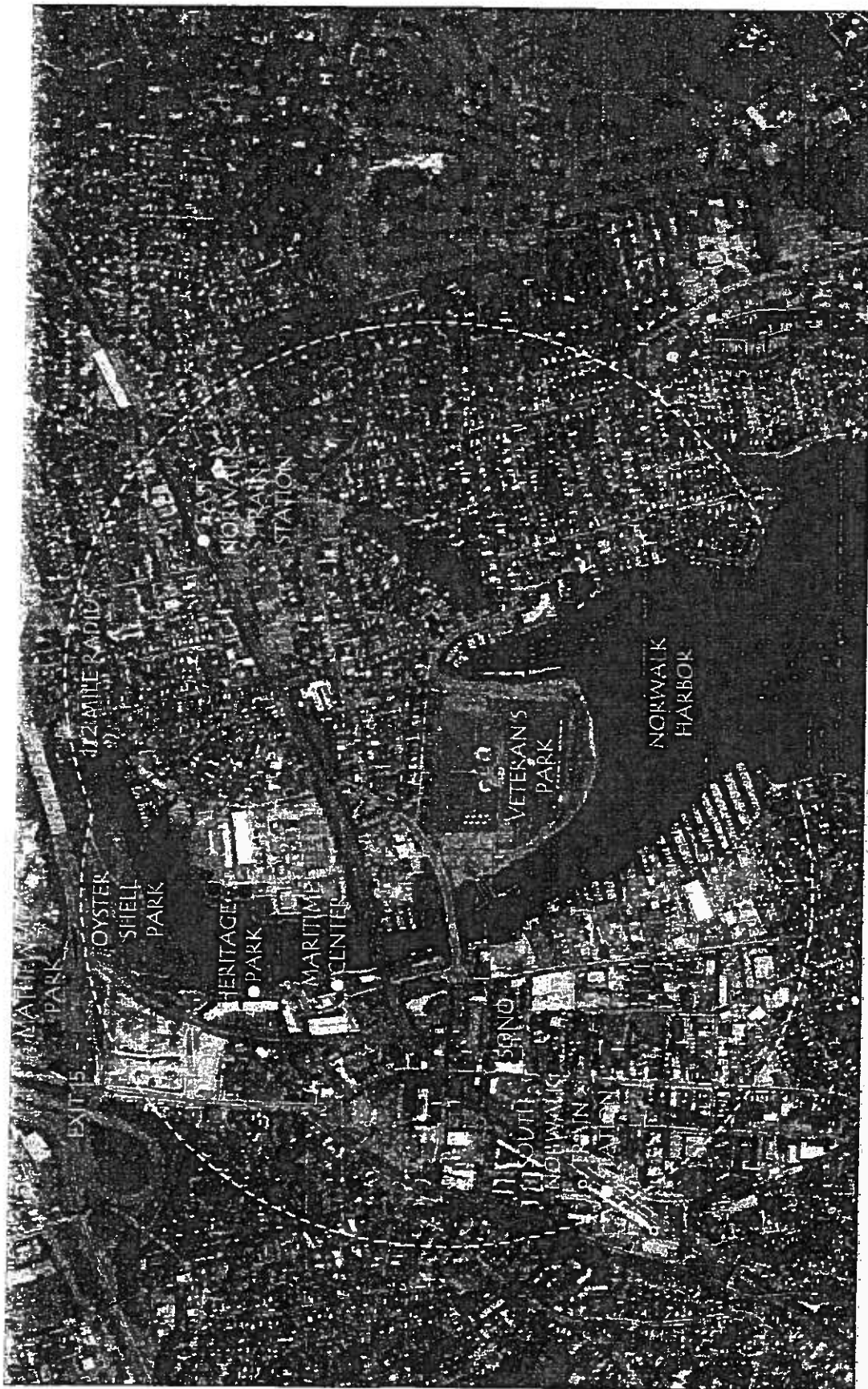
<http://www.norwalkct.org/documentcenter/view/866>

SECTION 5.1
LIVING WAGE ORDINANCE
GENERAL INFORMATION

NOTE: SECTION 4 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 03/14/2015 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at www.norwalkct.org

Document number 1019 <http://www.norwalkct.org/documentcenter/view/862>

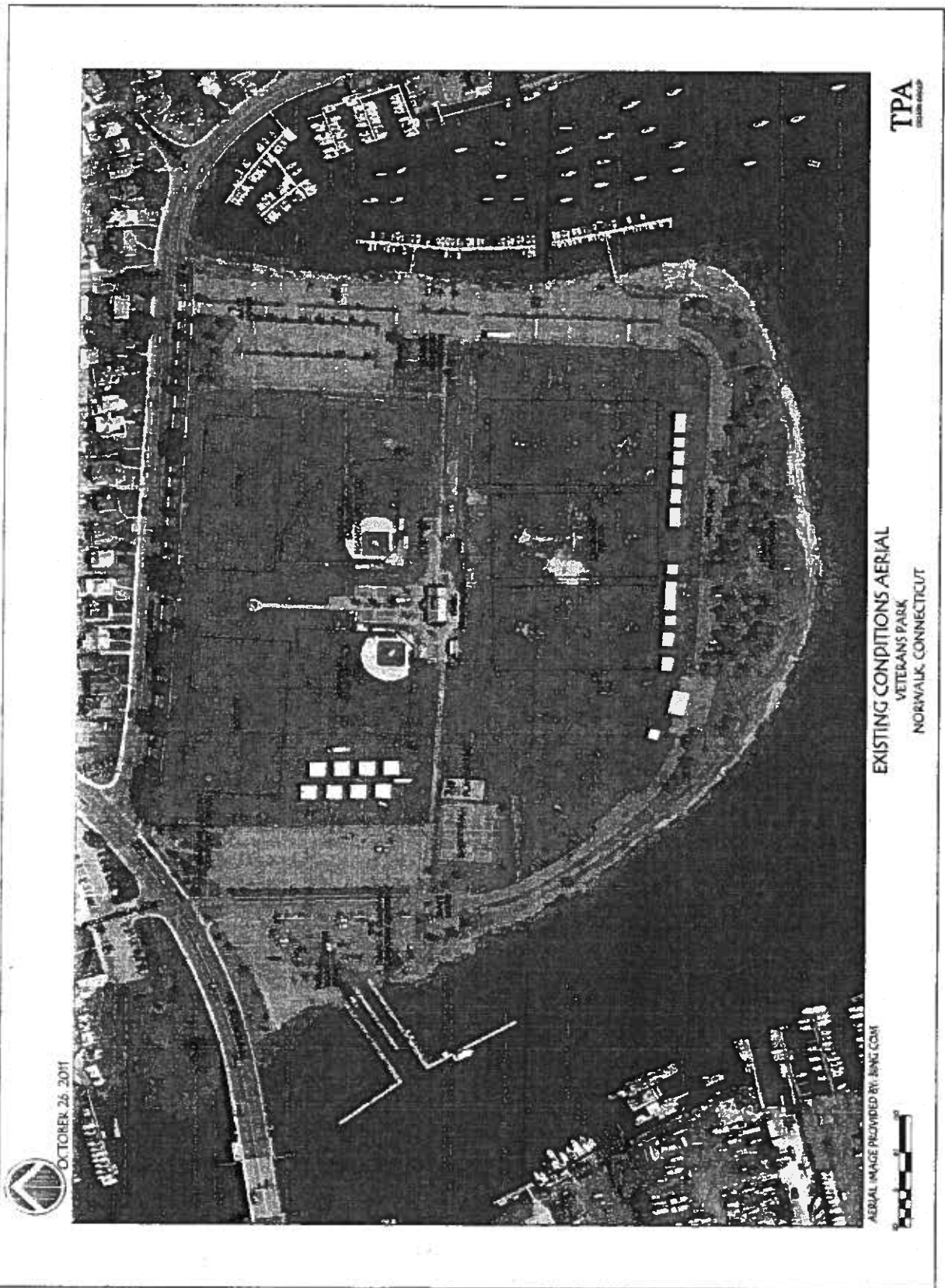
EXHIBITS

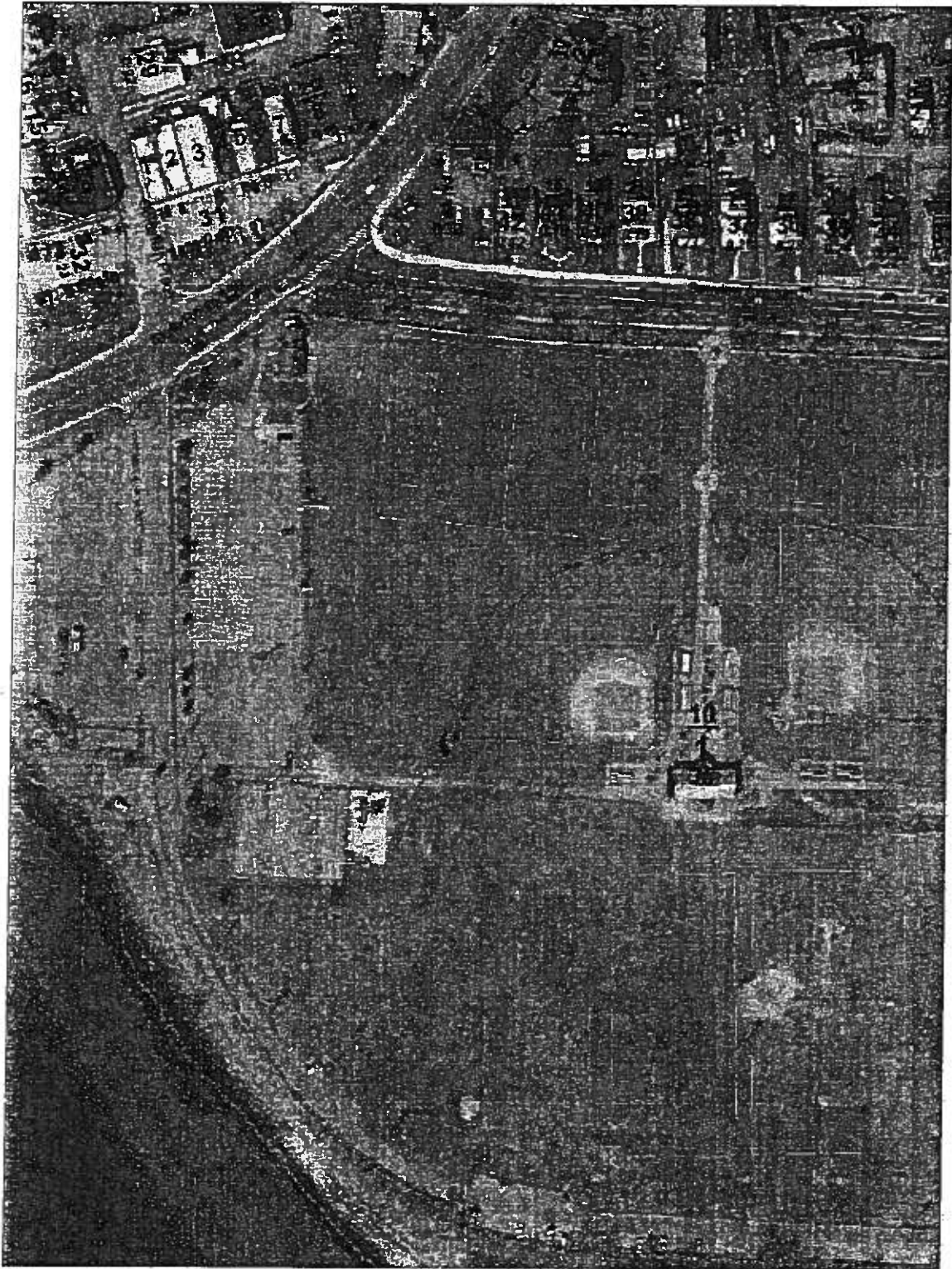


CONTEXT AERIAL
VETERAN'S PARK
 NORWALK, CONNECTICUT

Aerial and topographic base information
 provided by the City of Norwalk
 Department of Public Works







January 7, 2016

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY – PROJECT #3643
DESIGN, DEVELOPMENT, CONSTRUCTION,
MANAGEMENT & OPERATION OF A LONG-TERM
SEASONAL OUTDOOR ICE-SKATING RINK FACILITY,
VETERAN’S MEMORIAL PARK, NORWALK, CT.

Thank you for your response to our Request for Proposals. The following is a summary of firms that submitted proposals.

	FIRM
1.	The Rink at Harbor Point, LLC (c/o SoNo Ice House LLC)

January 7, 2016

1st proposal

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY – PROJECT #3643
DESIGN, DEVELOPMENT, CONSTRUCTION,
MANAGEMENT & OPERATION OF A LONG-TERM
SEASONAL OUTDOOR ICE-SKATING RINK FACILITY,
VETERAN'S MEMORIAL PARK, NORWALK, CT.

Thank you for your response to our Request for Proposals. The following is a summary of firms that submitted proposals.

1. Initial Period – License Fees

		The Rink at Harbor Point, LLC (c/o SoNo Ice House, LLC)
Year	License Periods:	
1.	October 1, 2016 to March 30, 2017	\$00.00
2.	October 1, 2017 to March 30, 2018	\$00.00
3.	October 1, 2018 to March 30, 2019	\$00.00
4.	October 1, 2019 to March 30, 2020	\$00.00
5.	October 1, 2020 to March 30, 2021	\$00.00
6.	October 1, 2021 to March 30, 2022	\$00.00
7.	October 1, 2022 to March 30, 2023	\$00.00
8.	October 1, 2023 to March 30, 2024	\$00.00
9.	October 1, 2024 to March 30, 2025	\$00.00
10.	October 1, 2025 to March 30, 2026	\$00.00

2. Renewal Period #1

Year	License Periods:	
1.	October 1, 2026 to March 30, 2027	\$00.00
2.	October 1, 2027 to March 30, 2028	\$00.00
3.	October 1, 2028 to March 30, 2029	\$00.00
4.	October 1, 2029 to March 30, 2030	\$00.00
5.	October 1, 2030 to March 30, 2031	\$00.00

3. Renewal Period #2

Year	License Period:	
1.	October 1, 2031 to March 30, 2032	\$00.00
2.	October 1, 2032 to March 30, 2033	\$00.00
3.	October 1, 2033 to March 30, 2034	\$00.00
4.	October 1, 2034 to March 30, 2035	\$00.00
5.	October 1, 2035 to March 30, 2036	\$00.00

January 7, 2016

NORWALK PURCHASING DEPARTMENT
RESPONSE SUMMARY – PROJECT #3643
DESIGN, DEVELOPMENT, CONSTRUCTION,
MANAGEMENT & OPERATION OF A LONG-TERM
SEASONAL OUTDOOR ICE-SKATING RINK FACILITY,
VETERAN’S MEMORIAL PARK, NORWALK, CT.

Thank you for your response to our Request for Proposals. The following is a summary of firms that submitted proposals.

1. Initial Period – Gross Revenue Fees

		The Rink at Harbor Point, LLC (c/o SoNo Ice House, LLC)		
Year	License Periods:			
		\$0.00 to \$100K	\$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	License Periods:			
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	License Periods:			
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%

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

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

(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	%
2.	October 1, 2017 to March 30, 2018	0	%	0	%
3.	October 1, 2018 to March 30, 2019	0	%	0	%
4.	October 1, 2019 to March 30, 2020	0	%	0	%
5.	October 1, 2020 to March 30, 2021	0	%	0	%
6.	October 1, 2021 to March 30, 2022	0	%	0	%
7.	October 1, 2022 to March 30, 2023	0	%	0	%
8.	October 1, 2023 to March 30, 2024	0	%	0	%
9.	October 1, 2024 to March 30, 2025	0	%	0	%
10.	October 1, 2025 to March 30, 2026	0	%	0	%

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.	October 1, 2027 to March 30, 2028	0	%	0	%
3.	October 1, 2028 to March 30, 2029	0	%	0	%
4.	October 1, 2029 to March 30, 2030	0	%	0	%
5.	October 1, 2030 to March 30, 2031	0	%	0	%

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.	October 1, 2032 to March 30, 2033	0	%	0	%
3.	October 1, 2033 to March 30, 2034	0	%	0	%
4.	October 1, 2034 to March 30, 2035	0	%	0	%
5.	October 1, 2035 to March 30, 2036	0	%	0	%

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						
Mon	Tues	Wed	THU	Fri	Sat	Sun
					Peak Rental	Peak Rental
		School Groups 10am - 12pm		School Groups 10am - 12pm		
OFF PEAK Public Skating 12pm - 3pm	OFF PEAK Public Skating 12pm - 3pm	OFF PEAK Public Skating 12pm - 3pm	OFF PEAK Public Skating 12pm - 3pm	OFF PEAK Public Skating 12pm - 3pm	PEAK Public Skating 1pm - 4:00pm	PEAK Public Skating 1pm - 5pm
Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental	Off Peak Rental	Peak Rental	
Peak Rental	Peak Rental	Peak Rental	Peak Rental	Peak Rental		Peak Rental
				Peak Public 7:00pm 11:00pm	Peak Public 7:00pm 11:00pm	
Adult Hockey	Adult Hockey	Adult Hockey	Adult Hockey			Off Peak Rental

6:00 AM
6:30 AM
7:00 AM
7:30 AM
8:00 AM
8:30 AM
9:00 AM
9:30 AM
10:00 AM
10:30 AM
11:00 AM
11:30 AM
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9:30 PM
10:00 PM
10:30 PM
11:00 PM

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)

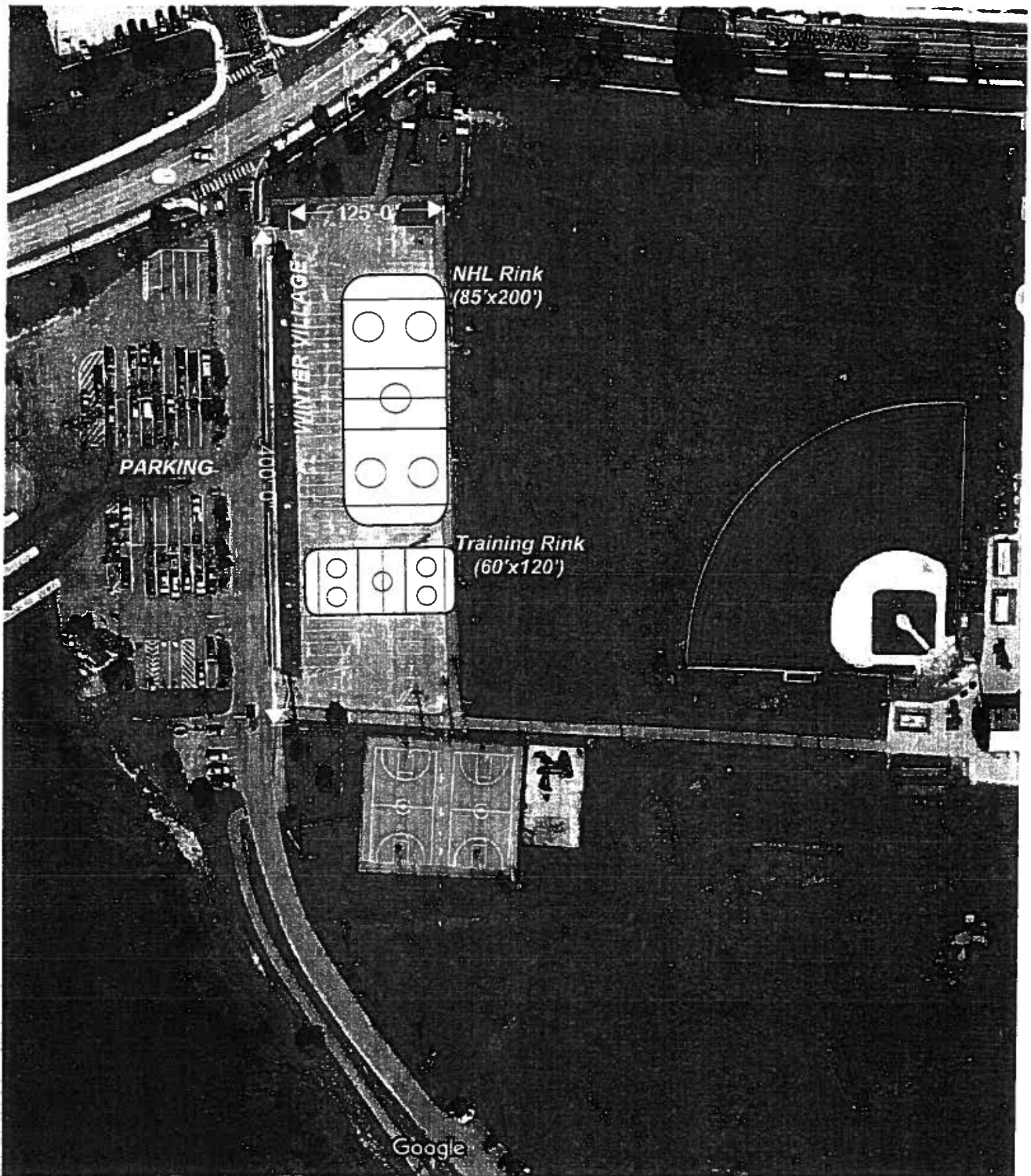
- Responsible for managing and supervising rink staff
- Oversaw 6+ employees
- Responsible for scheduling, payroll and facility maintenance
- Ensured facility met local, state, and federal safety codes at all times
- Ensured clean, sanitary and safe areas of facility at all times

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



NHL Rink
(85'x200')

Training Rink
(60'x120')

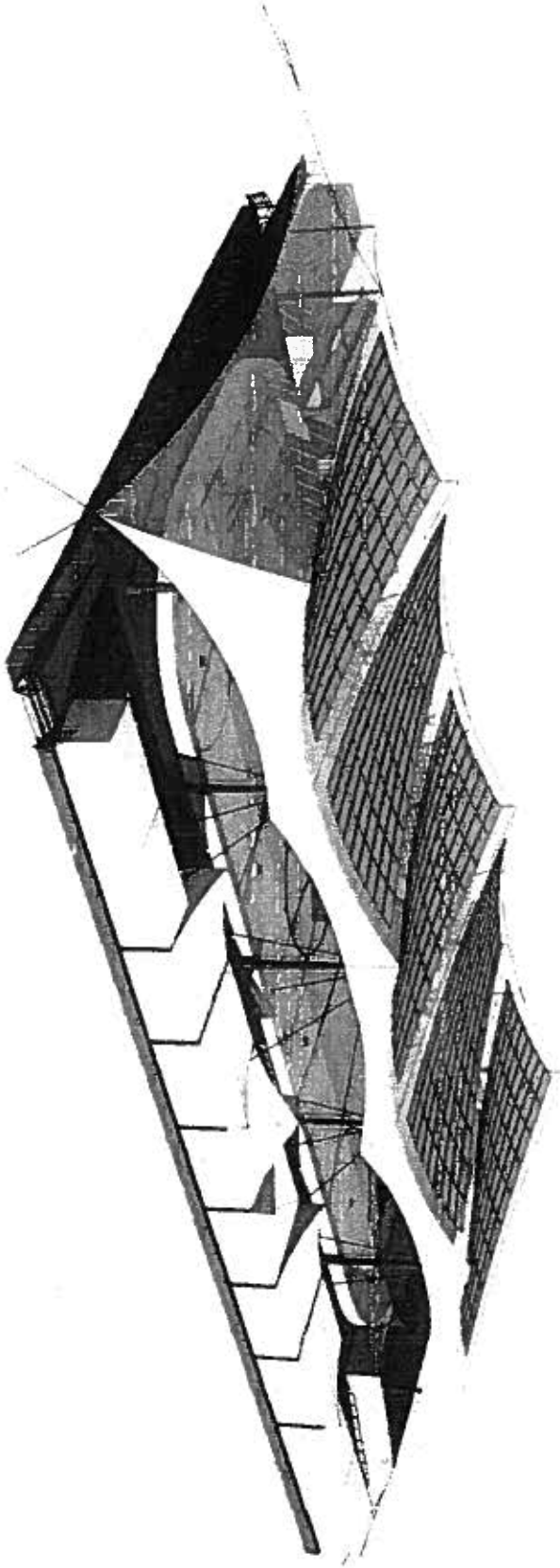
PARKING

WINTER VILLAGE

125'-0"

200'-0"

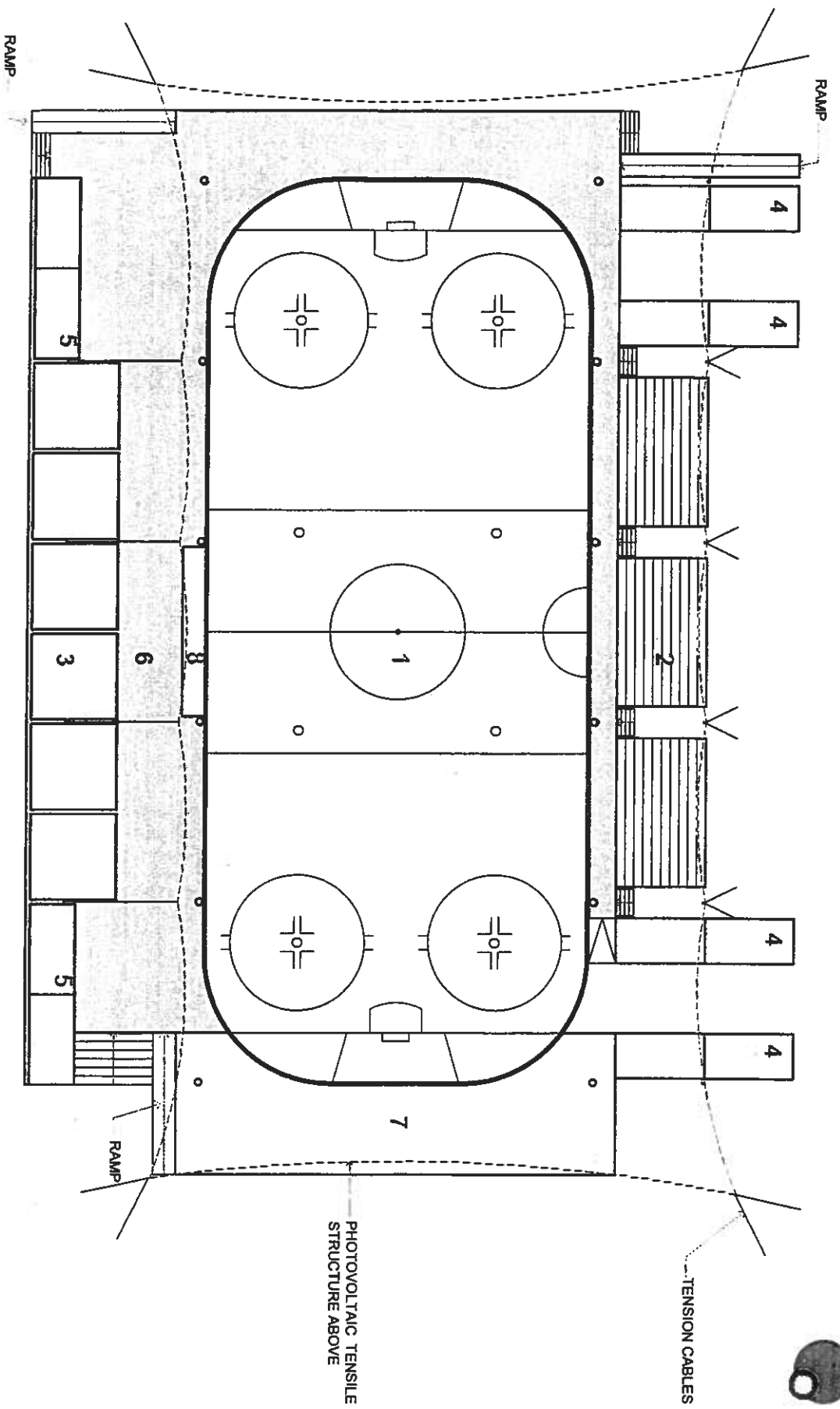
Google



POP-UP ICE HOCKEY RINK - CONCEPT

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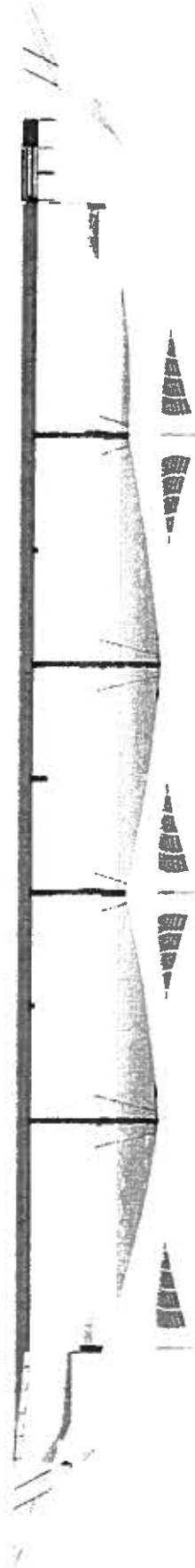
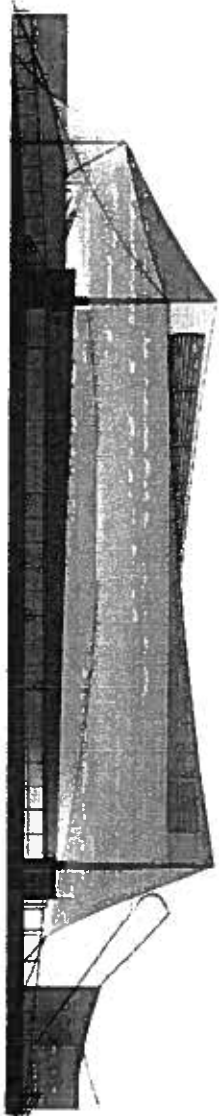
02 01 2013



1. NHL size Rink 2. BLEACHERS 3. PARTY TENTS 4. CONTAINERS - RENTALS 5. CONTAINERS - CONCESSIONS
 6. PUBLIC PROMENADE ON RAISED PLATFORM (EL. + 2'-8") 7. SERVICE AREA 8. PLAYERS AND PENALTY BOXES

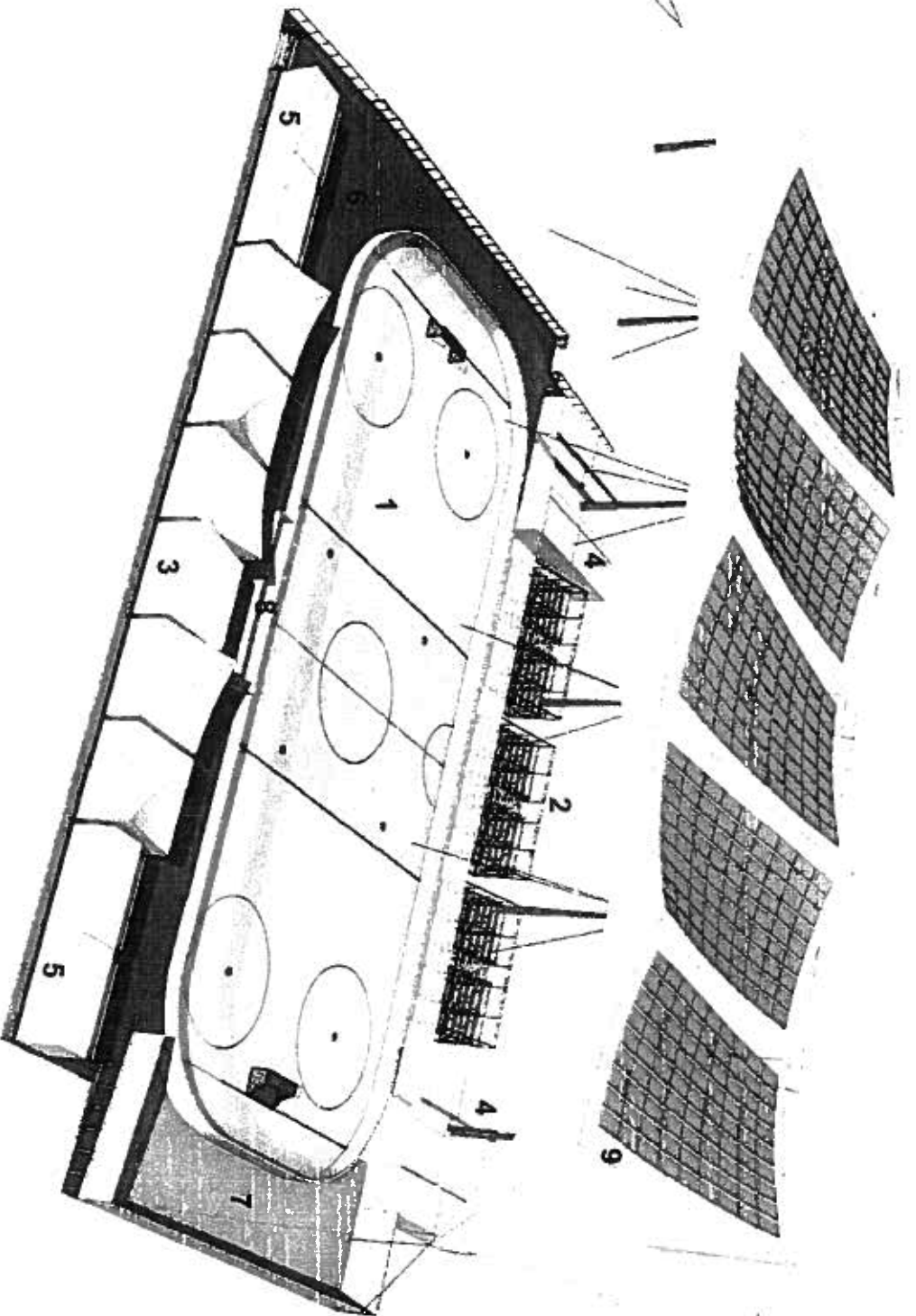
POP-UP ICE HOCKEY RINK - CONCEPT

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POP-UP ICE HOCKEY RINK - CONCEPT

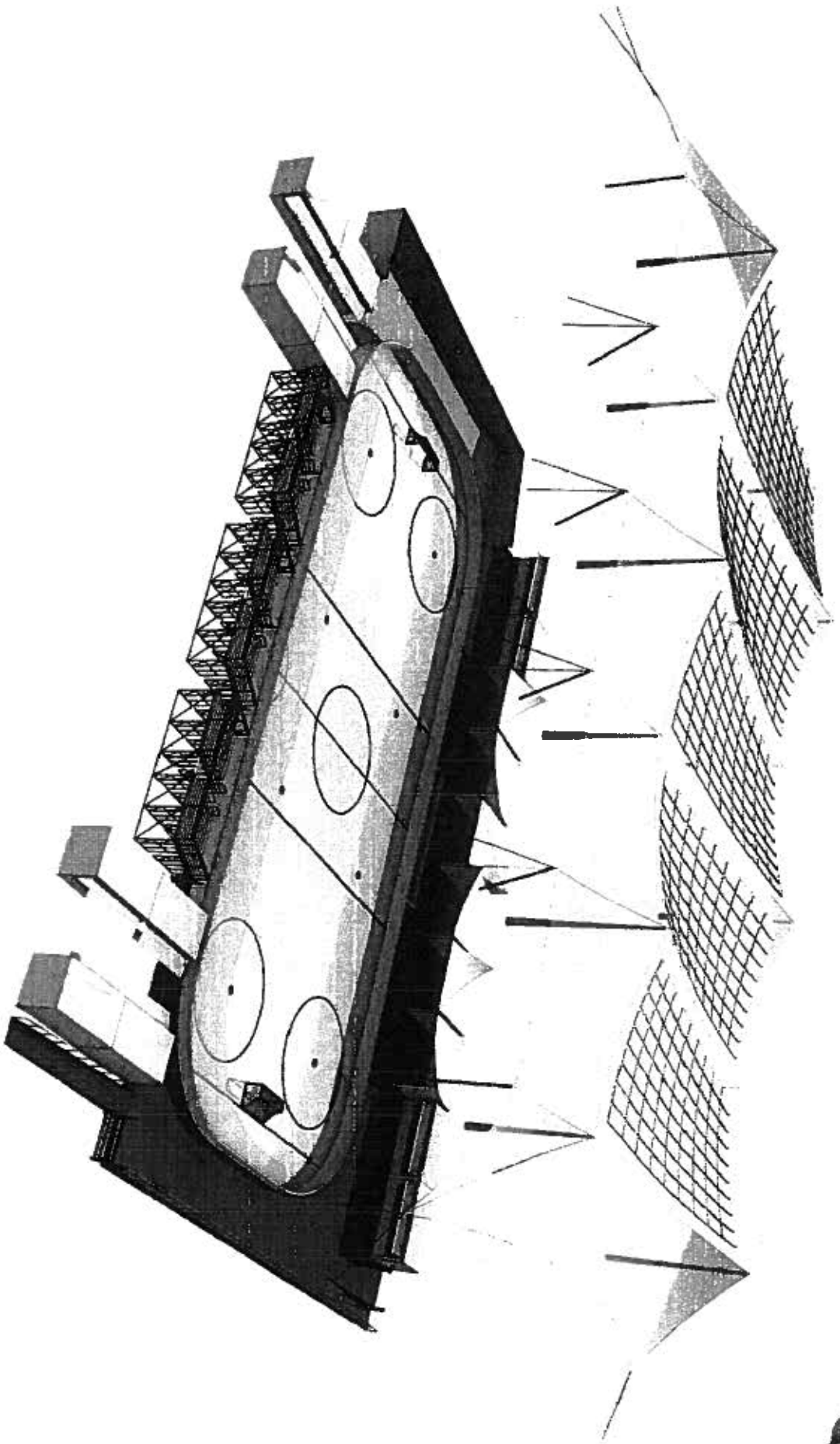
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1. NHL size Rink
2. BLEACHERS
3. PARTY TENTS
4. CONTAINERS - RENTALS & LOCKERS
5. CONTAINERS - CONCESSIONS
6. PUBLIC PROMENADE ON RAISED PLATFORM (EL. + 2'-8")
7. SERVICE AREA
8. PLAYERS AND PENALTY BOXES
9. PHOTO VOLTAIC TENSILE STRUCTURE

POP-UP ICE HOCKEY RINK - CONCEPT

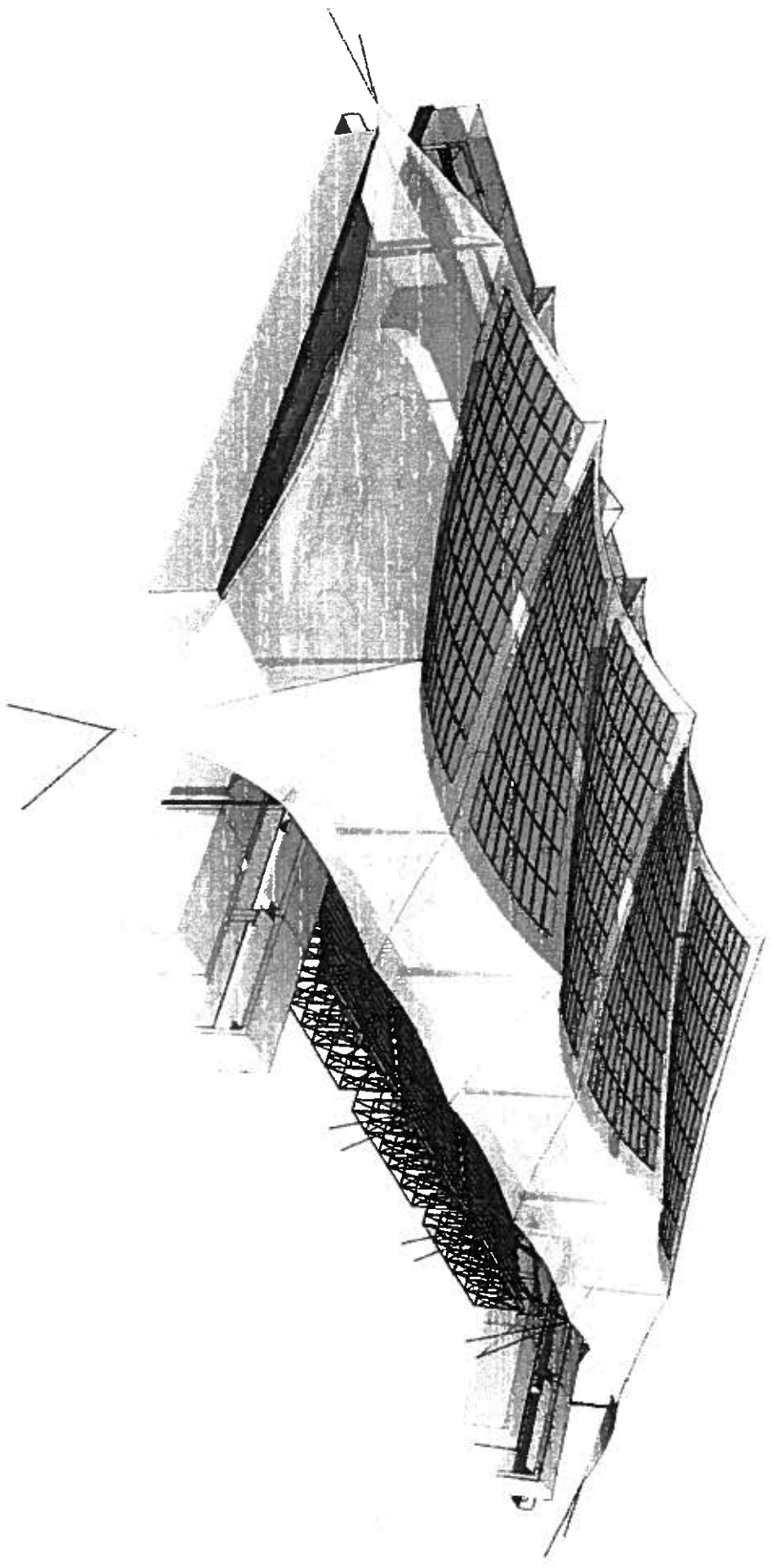
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COMPONENT DIAGRAM - B _ 02 01 2013



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.

**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

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.

		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%

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	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		yes	
	Out-of-State corporations - 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.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. 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							
	Mon	Tues	Wed	THU	Fri	Sat	Sun
6:00 AM							
6:30 AM							
7:00 AM							
7:30 AM							
8:00 AM						Peak Rental	Peak Rental
8:30 AM							
9:00 AM							
9:30 AM							
10:00 AM			School Groups 10am - 12pm		School Groups 10am - 12pm		
10:30 AM							
11:00 AM							
11:30 AM							
12:00 PM							
12:30 PM	OFF PEAK	OFF PEAK	OFF PEAK	OFF PEAK	OFF PEAK		
1:00 PM	Public	Public	Public	Public	Public	PEAK Public	PEAK Public
1:30 PM	Skating	Skating	Skating	Skating	Skating	Skating	Skating
2:00 PM	12pm -	12pm -	12pm -	12pm -	12pm -	1pm -	1pm -
2:30 PM	3pm	3pm	3pm	3pm	3pm	4:00pm	5pm
3:00 PM							
3:30 PM	Off Peak	Off Peak	Off Peak	Off Peak	Off Peak		
4:00 PM	Rental	Rental	Rental	Rental	Rental	Peak Rental	
4:30 PM							
5:00 PM	Peak	Peak	Peak	Peak	Peak		Peak
5:30 PM	Rental	Rental	Rental	Rental	Rental		Rental
6:00 PM							
6:30 PM							
7:00 PM					Peak		
7:30 PM					Public	Peak	
8:00 PM					7:00pm	Public	
8:30 PM					11:00pm	7:00pm	
9:00 PM						11:00pm	Off Peak
9:30 PM	Adult	Adult	Adult	Adult			Rental
10:00 PM	Hockey	Hockey	Hockey	Hockey			
10:30 PM							
11:00 PM							

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"

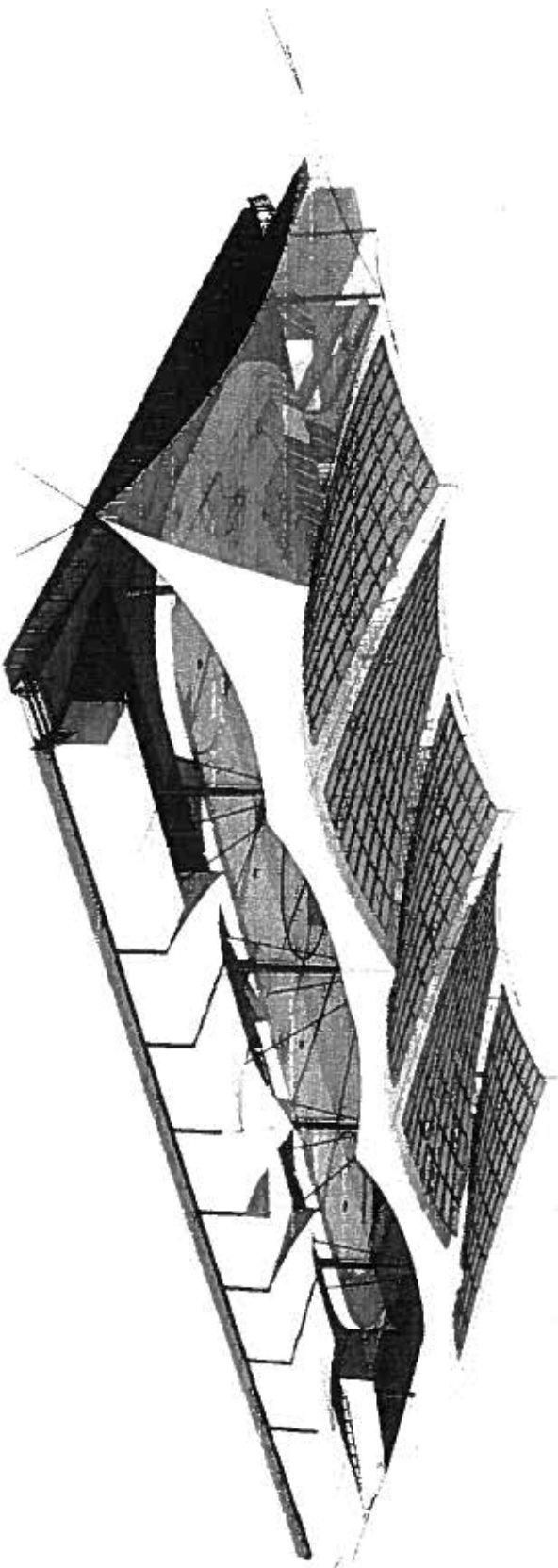
WINTER VILLAGE

400'-0"

NHL Rink
(85'x200')

Training Rink
(60'x120')

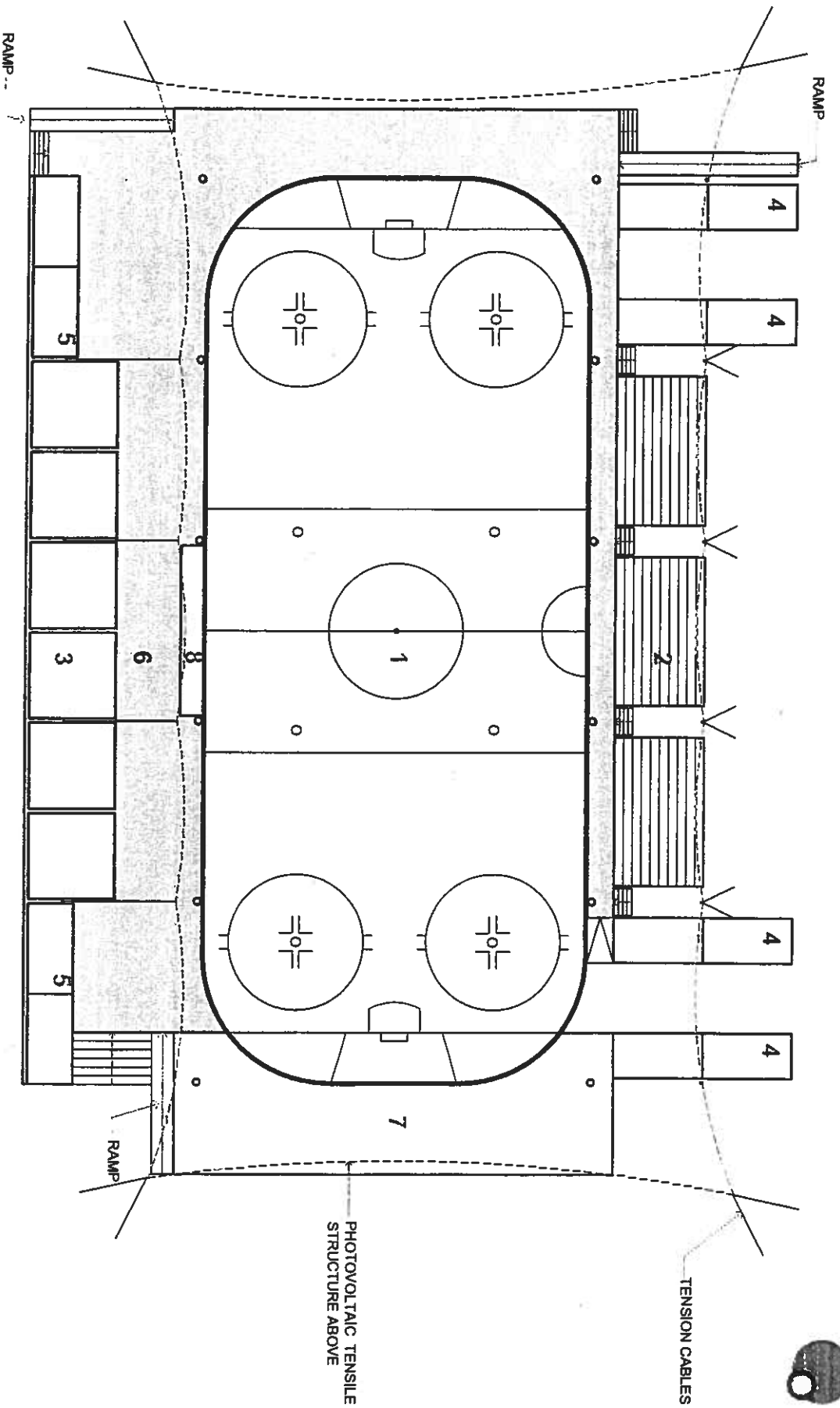
PARKING



POP-UP ICE HOCKEY RINK - CONCEPT

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02 01 2013

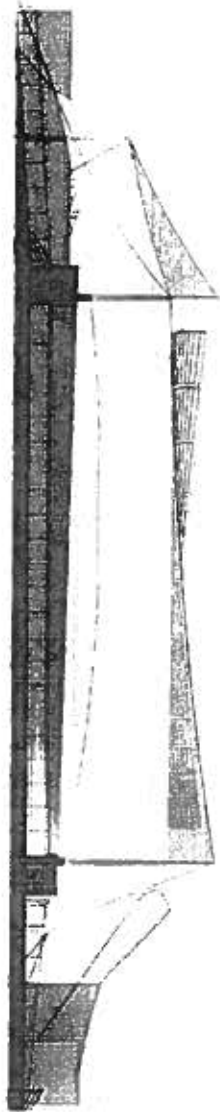


POP-UP ICE HOCKEY RINK - CONCEPT

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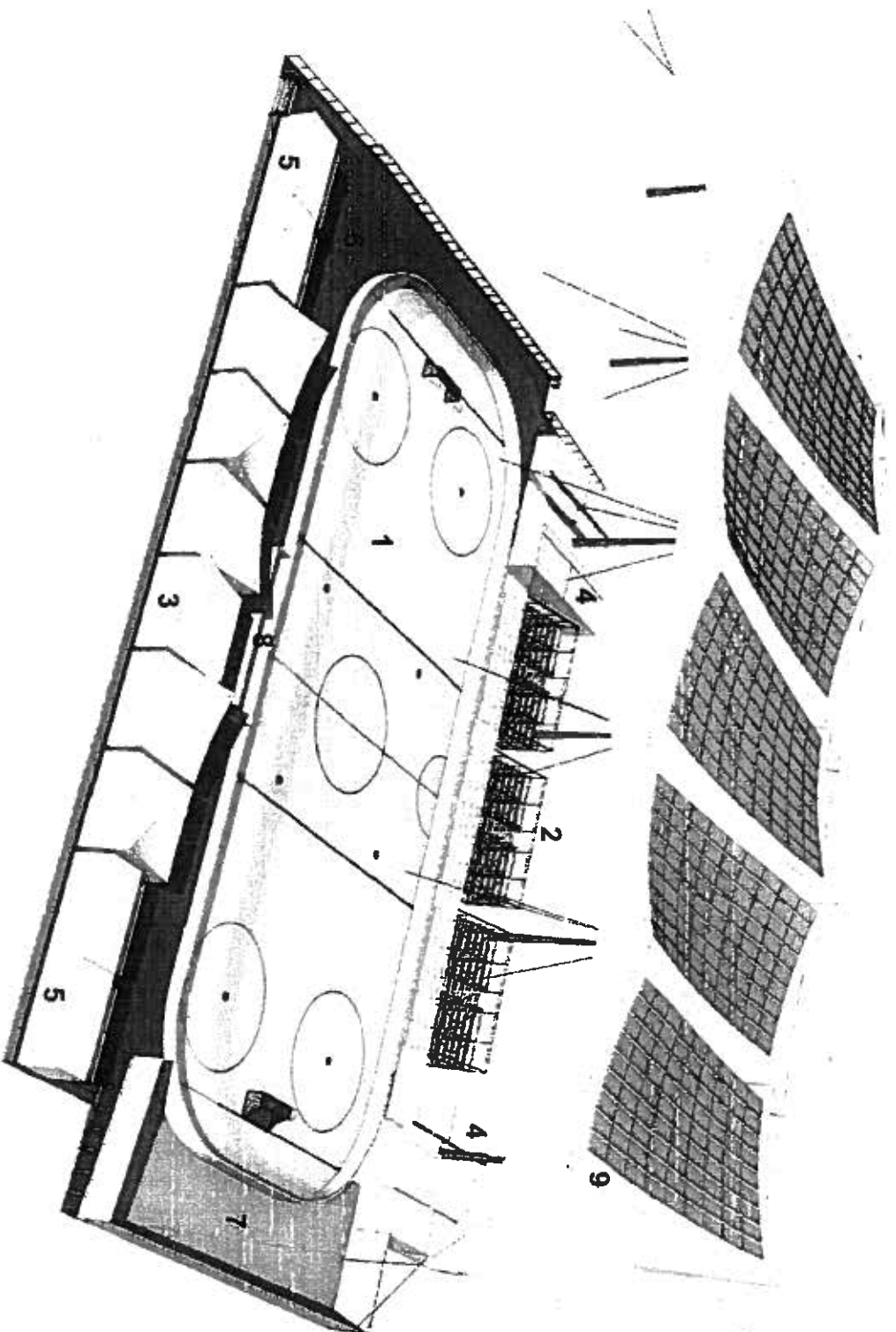
0 10' 20'

FLOOR PLAN _ 02 01 2013



POP-UP ICE HOCKEY RINK - CONCEPT

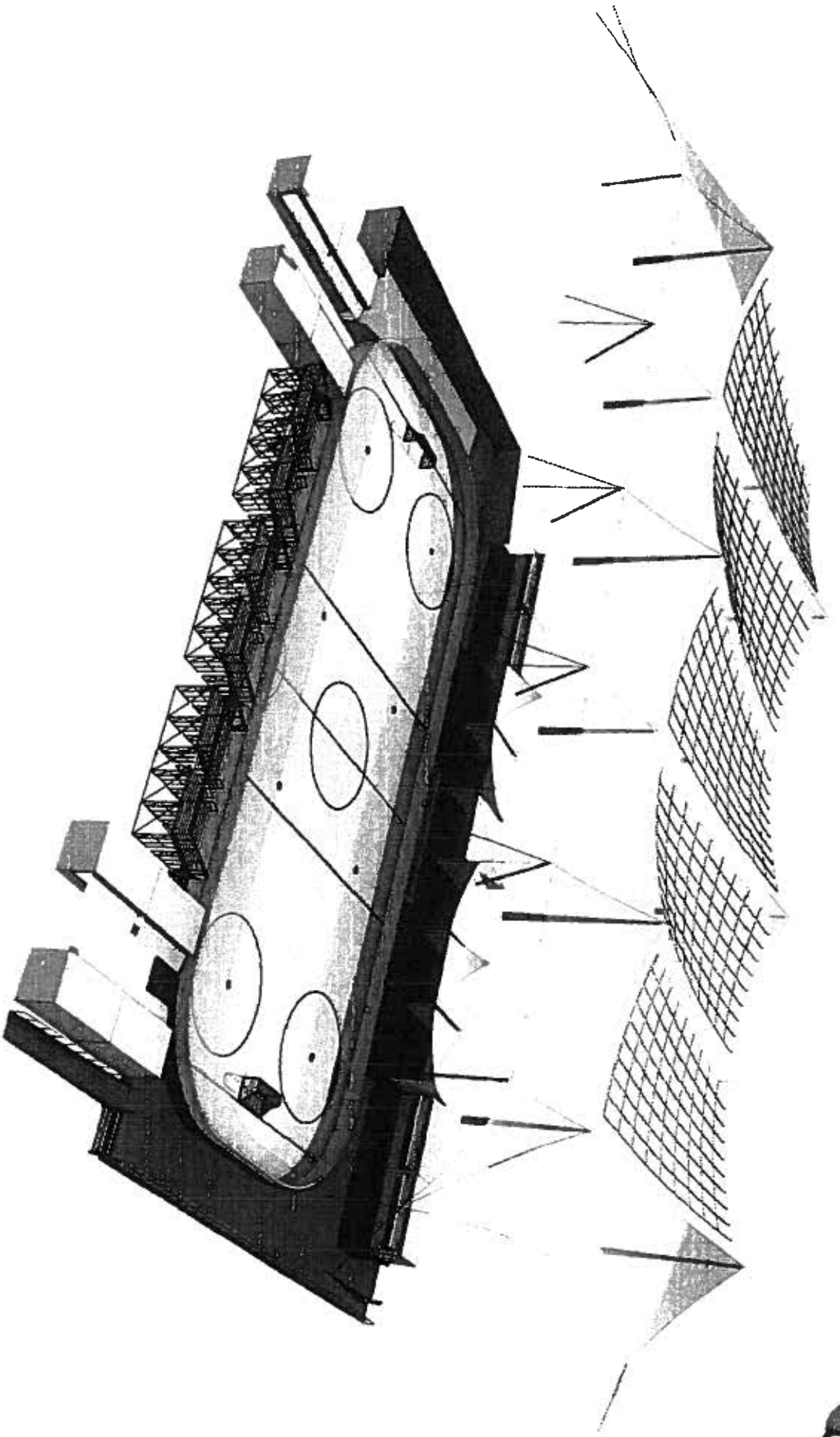
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1. NHL size Rink
2. BLEACHERS
3. PARTY TENTS
4. CONTAINERS - RENTALS & LOCKERS
5. CONTAINERS - CONCESSIONS
6. PUBLIC PROMENADE ON RAISED PLATFORM (EL. +2'-8")
7. SERVICE AREA
8. PLAYERS AND PENALTY BOXES
9. PHOTO VOLT AIC TENSILE STRUCTURE

POP-UP ICE HOCKEY RINK - CONCEPT

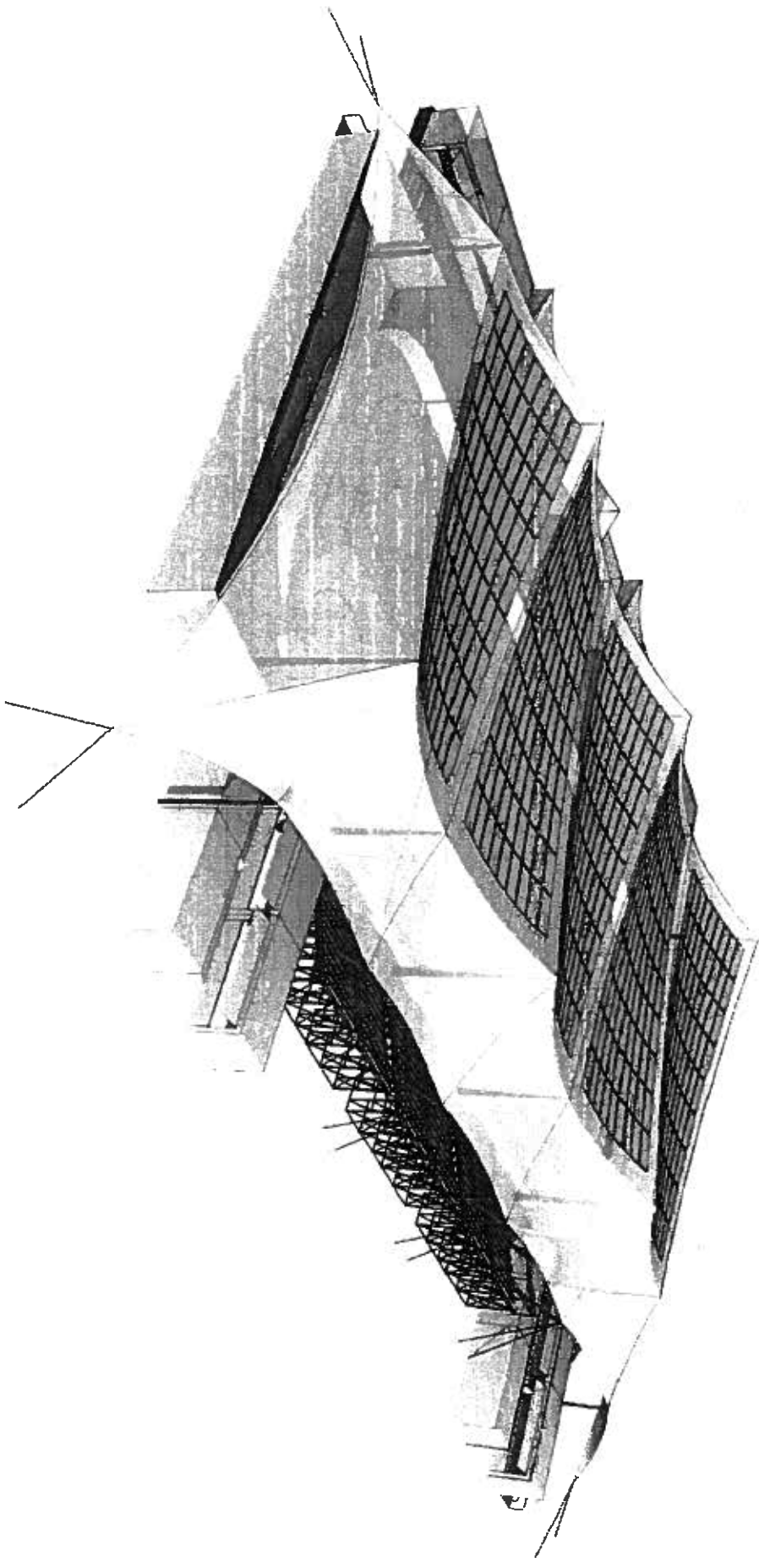
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POP-UP ICE HOCKEY RINK - CONCEPT

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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.

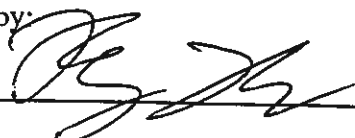
_____ Annual contract value is less than \$25,000.00.

_____ 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: 12/28/15

TO BE RETURNED WITH BID OR RFP SUBMISSION.

2nd
Fee Proposal

Veterans Park Rink	
Rink Build Item	Year 1
Due Diligence	\$ 20,000
Electrical Install	\$ 50,000
Main Rink Boards	\$ 200,000
Training Rink Boards	\$ 85,000
Rink piping Main	\$ 75,000
Rink piping training	\$ 45,000
Glycol	\$ 25,000
Tent/ Bubble	\$ 585,000
Zamboni	\$ 135,000
Chiller	\$ 250,000
Misc.	\$ 15,000
Lawyer Fees	\$ 25,000
Design	\$ 35,000
Permitting	\$ 15,000
Rubber Matting	\$ 18,000
Storage Containers	\$ 35,000
Web site/ Logo	\$ 3,500
Contingency	\$ 25,000
Total	\$ 1,641,500

		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%

		Proposed Operating Fee Schedule: Gross Revenue Fees				
		\$199k-\$649K	\$650K-\$999k	\$1mm-\$2mm	\$2mm+	Total
2016	Year 1	0%	0%	0%	0%	
						\$0
2017	Year 2	0%	0%	3%	3%	
				\$32,856.98		\$32,857
2018	Year 3	0%	2%	3%	3%	
			\$7,000	\$37,730.92		\$44,731
2019	Year 4	1%	3%	5%	9%	
		\$6,500.00	\$10,500	\$ 42,605		\$59,605
2020	Year 5	1%	3%	5%	9%	
		\$6,500.00	\$10,500	\$47,541		\$64,541
2021	Year 6	2%	3%	5%	9%	
		\$13,000.00	\$10,500	\$50,000	\$2,480	\$75,980
2022	Year 7	2%	3%	5%	9%	
		\$13,000.00	\$10,500	\$50,000	\$9,780	\$83,280
2023	Year 8	2%	3%	5%	9%	
		\$13,000.00	\$10,500	\$50,000	\$17,371	\$90,871
2024	Year 9	2%	3%	5%	9%	
		\$13,000.00	\$10,500	\$50,000	\$25,266	\$98,766
2025	Year 10	2%	3%	5%	9%	
		\$13,000.00	\$10,500	\$50,000	\$33,476	\$106,976
2026	Year 11	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$42,015	\$129,015
2027	Year 12	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$50,896	\$137,896
2028	Year 13	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$60,132	\$147,132
2029	Year 14	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$69,737	\$156,737
2030	Year 15	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$79,726	\$166,726
2031	Year 16	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$90,115	\$177,115
2032	Year 17	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$100,920	\$187,920
2033	Year 18	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$112,157	\$199,157
2034	Year 19	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$123,843	\$210,843
2035	Year 20	2%	4%	6%	9%	
		\$13,000.00	\$14,000	\$60,000	\$135,997	\$222,997
					TOTAL	\$2,393,144

year 4		sustainability									
		2016	2017	2018	2019	2020	2021	2022	2023		
REVENUE											
	Ice Rental	466,800	495,975	525,150	554,325	583,500	606,840	631,114	656,358		
	Training Rink	228,960	243,270	257,580	271,890	286,200	297,648	309,554	321,936		
	Admission	274,454	291,608	308,761	325,915	343,068	356,791	371,062	385,905		
	Hockey Admission	7,979	8,478	8,977	9,475	9,974	10,373	10,788	11,219		
	Skate School	57,874	61,492	65,109	68,726	72,343	75,237	78,246	81,376		
	Party Packages	74,174	78,810	83,446	88,082	92,718	96,427	100,284	104,295		
	Pro Shop	10,612	11,275	11,939	12,602	13,265	13,796	14,347	14,921		
	Winter Village Fees	7,855	8,346	8,837	9,328	9,819	10,212	10,620	11,045		
	Concessions	64,551	68,586	72,620	76,655	80,689	83,917	87,273	90,764		
	Advertising	366,400	389,300	412,200	435,100	458,000	476,320	495,373	515,188		
	TOTAL REVENUE	1,559,661	1,657,140	1,754,618	1,852,097	1,950,821	2,027,559	2,108,661	2,193,008		
EXPENSES											
	Utilities	159,000	165,360	171,974	178,853	186,008	191,588	197,335	203,255		
	Payroll and Related Expenses	194,370	202,145	210,231	218,640	227,386	234,208	241,234	248,471		
	Equipment Rental	159,000	165,360	171,974	178,853	186,008	191,588	197,335	203,255		
	Rink Build/ Take down & storage	400,000	416,000	432,640	449,946	467,943	481,982	496,441	511,334		
	Repairs and Maintenance	13,696	14,244	14,814	15,406	16,022	16,503	16,998	17,508		
	Insurance	52,085	54,168	56,335	58,589	60,932	62,760	64,643	66,582		
	Management Fees	72,000	74,880	77,875	80,990	84,230	86,757	89,359	92,040		
	Legal and Accounting	25,904	26,940	28,018	29,138	30,304	31,213	32,150	33,114		
	Credit Card Commissions	8,576	8,919	9,276	9,647	10,033	10,334	10,644	10,963		
	Advertising and Marketing	262,400	272,896	283,812	295,164	306,971	316,180	325,665	335,435		
	Computer Program	9,000	9,360	9,734	10,124	10,529	10,845	11,170	11,505		
	Auto Expenses	7,924	8,241	8,571	8,913	9,270	9,548	9,834	10,130		
	General and Administrative	25,471	26,490	27,549	28,651	29,797	30,691	31,612	32,560		
	Permit Fees	20,000	20,800	21,632	22,497	23,397	24,099	24,822	25,567		
	Office Expenses	7,013	7,294	7,585	7,889	8,204	8,450	8,704	8,965		
	License Fee	-	32,857	44,731	59,605	64,541	75,980	83,280	90,871		
	TOTAL EXPENSES	1,416,439	1,505,954	1,576,752	1,652,907	1,721,575	1,782,725	1,841,227	1,901,556		
GROSS MARGIN		143,221	151,186	177,867	199,191	229,246	244,834	267,435	291,452		



TO: Bruce J. Chimento, PE, Director of Public Works
Lisa O. Burns, PE, Principal Engineer

FROM: Vanessa Valadares, PE

DATE: February 16, 2016

SUBJECT: ConnDOT Project No. 102-319 Perry Avenue Bridge Replacement

The City of Norwalk accepted bids on February 8, 2016 for the Replacement of the Perry Avenue Bridge over the Norwalk River. Five firms responded to the City/State Request for Bids, with the low bidder being PJF Construction Corp., with a low bid of \$3,422,165.71. This project is 80% funded by the Federal Local Bridge Program at 80% reimbursement and City share at 20% for participating items of work.

Due to not having received authorization from ConnDOT to advertise for bids until the end of December and the requirement that the project needed to be advertised for a minimum of 21 days, bids were delayed and were not available at the time of the DPW Committee meeting held on February 2, 2016. This project was discussed at the January 5, 2016 DPW Committee meeting and it was noted that this item would be brought to the Second Council meeting of February.

Resolutions:

Authorize the Mayor, Harry W. Rilling, to execute an agreement with PJF Construction Corp., for ConnDOT Project No. 102-319, Rehabilitation of the Perry Avenue Bridge over the Norwalk River, in the amount of \$3,422,165.71.

Authorize the Director of Public Works, to issue Orders on Contract to PJF Construction Corp., for ConnDOT Project No. 102-319, Rehabilitation of the Perry Avenue Bridge over the Norwalk River, in the amount not to exceed \$342,217.

Account Nos. 09-13-4021-5777-C0392
09-15-4021-5777-C0392
09-16-4021-5777-C0392

Chapter 103. Taxation

Article V. Board of Tax ReviewAssessment Appeals

§ 103-14. Appointment of alternates; increase in membership.

A.

There shall be three alternate members appointed to the Board of Tax ReviewAssessment Appeals. The Mayor shall appoint the alternates subject to confirmation by the Common Council. The appointed alternates shall serve terms of one year from the date of appointment.

B.

Revaluation.

(1)

In accordance with the provisions of Connecticut General Statutes, § 9-199(c), the Board of Tax ReviewAssessment Appeals is hereby increased to seven members for any assessment year during which a revaluation becomes effective as well as the two assessment years immediately following such year of revaluation. The Mayor shall appoint the four additional members, and a total of seven alternate members to the Board, subject to confirmation by the Common Council, during such years.

(2)

The provisions of Connecticut General Statutes, § 9-167a concerning minority representation shall apply to the Board of Tax ReviewAssessment Appeals.

(3)

Upon the completion by the Board of Tax ReviewAssessment Appeals of its work for any revaluation assessment year described above for which the additional members were appointed, the terms of the four additional members and four alternates appointed and confirmed pursuant to this section shall expire and no successors shall be appointed.



HARBOR MANAGEMENT COMMISSION

125 East Ave. Norwalk, Ct. 06851

**BYLAWS OF THE NORWALK
HARBOR MANAGEMENT COMMISSION¹**

ADOPTED MAY 27, 1987
REVISED JUNE 26, 1991
REVISED APRIL 26, 2000
REVISED APRIL 24, 2002
REVISED SEPTEMBER 17, 2014

Article I: The Commission

Section 1. Name of the Organization. The Commission shall be known as the Norwalk Harbor Management Commission (hereinafter the Commission).

Section 2. Purpose and Authorization. The purpose and objectives of the Commission are to carry out the powers and duties of a duly established municipal harbor management commission as authorized pursuant to Section 22a-113k through 22a-113t of the Connecticut General Statutes, as amended, and delegated to the Commission by Chapter 69, Article III of the Norwalk Code adopted April 24, 1984, as amended, and to carry out such other duties as may be authorized by State statute and the Norwalk Code.

Section 3. Operation of the Commission. The Commission shall operate under the following Bylaws, unless and until such Bylaws are amended in accordance with the procedures set forth herein.

Section 4. Office of the Commission. The office of the Commission shall be located at the offices of the Planning and Zoning Department at the City Hall of the City of Norwalk, 125 East Avenue, Norwalk, Connecticut, 06856-5125.

¹ Proposed September 2014 additions to the existing Bylaws are shown as underlined in all capital letters; proposed deletions are shown as "struck-out."

Article II: The Membership

Section 1. Regular Members. The Commission shall consist of nine (9) regular members as specified in Section 69-20 of the Norwalk Code. The term "member" as used in these Bylaws shall mean a regular member of the Commission and shall not mean an ex officio member.

Section 2. Terms of Service. Terms of service (terms) of all members shall be for four (4) years commencing on January 1 as specified in Section 69-20 of the Norwalk Code.

Section 3. Appointment of Members. Members shall be appointed by the Mayor with the confirmation of the Common Council as specified in Section 69-20 of the Norwalk Code.

Section 4. Voting Rights of Members. Each member shall be entitled to vote in person on any matter which is properly brought before the Commission. A quorum for any meeting shall consist of five (5) members. The transaction of any business shall require a simple majority of those members present (and eligible to vote) to cast concurring votes. The CHAIR ~~Chairman~~ shall BE ENTITLED TO vote in all cases DURING A REGULAR OR SPECIAL MEETING OF THE COMMISSION AND ONLY SHALL BE ENTITLED TO VOTE DURING ANY COMMITTEE MEETING WHEN NECESSARY TO BREAK A TIE VOTE. (SEE ARTICLE V, SEC. 1.)

Section 5. Conflict of Interest. No member shall participate in the hearing or decision upon any matter which may pose a conflict of interest between his or her duties as a member and his or her personal interests, including personal financial interests. Such member shall announce his or her conflict and absent him- or herself from the meeting during the discussion and any action that may be taken upon the matter. In the event of such disqualification, such fact shall be entered on the records of the Commission.

Section 6. Termination of Membership. Membership may be terminated by resignation of a member in a letter to the Mayor, or by action of the Common Council in accordance with the Charter Section 69-20, or by the appointment and qualification of a successor after the conclusion of the member's term. The Commission, by majority vote, may request the resignation of any member

who has failed to attend five (5) regular meetings in the course of the calendar year without prior notification to the CHAIR ~~Chairman~~.

Section 7. Ex Officio Members. The Director of Planning of the City of Norwalk, the State of Connecticut Harbor Master for Norwalk Harbor, and the Director of Recreation and Parks of the City of Norwalk shall be ex officio members of the Commission without vote as specified in Section 69-20 of the Norwalk Code.

Article III: Officers

Section 1. Number and Eligibility. The officers of the Commission shall include a CHAIR ~~Chairman~~, Vice CHAIR ~~Chairman~~, and Secretary. Any member of the Commission shall be eligible to serve as an officer of the Commission.

Section 2. Election and Terms of Office. Officers shall be elected at the Commission's annual meeting. Officers shall take office immediately after the election and serve until the next election of officers at the next annual meeting. In the event any officer shall die, become incapacitated, resign, or be removed from the Commission for cause, the members shall elect a replacement for such officer at any duly noticed meeting. No officer shall serve in the same capacity for more than three (3) consecutive terms.

Section 3. Duties of the CHAIR ~~Chairman~~. The CHAIR ~~Chairman~~ shall preside at all meetings and public hearings of the Commission and shall have the duties normally conferred by parliamentary usage on the office of CHAIR ~~Chairman~~. The CHAIR ~~Chairman~~ shall appoint committees, call special meetings, certify expenditures of funds up to \$100.00 without prior approval of the Commission, and sign all contracts, deeds, and other instruments made by the Commission when recommended by the Commission and approved by the Mayor and Common Council. At meetings the CHAIR ~~Chairman~~ shall submit such recommendations and information as he or she may consider proper concerning the affairs and policies of the Commission. The CHAIR ~~Chairman~~ shall also perform other duties as directed by the Commission or as may be prescribed in these Bylaws.

Section 4. Duties of the Vice CHAIR Chairman. In the absence of the CHAIR ~~Chairman~~ or in the event of the CHAIR'S ~~Chairman's~~ inability or refusal to act, the Vice CHAIR ~~Chairman~~ shall perform the duties of the CHAIR ~~Chairman~~ and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the CHAIR ~~Chairman~~. In the case of the termination, incapacitation, resignation, or death of the CHAIR ~~Chairman~~, the Vice CHAIR ~~Chairman~~ shall perform the duties of the CHAIR ~~Chairman~~ until a new CHAIR ~~Chairman~~ shall be elected. The Vice CHAIR ~~Chairman~~ shall perform such other duties as from time to time may be assigned to him or her by the CHAIR ~~Chairman~~ or by action of the Commission.

Section 5. Duties of the Secretary. The Secretary shall keep the records of the Commission, shall act as Secretary of the Commission's meetings and record all votes, shall ensure that records of the Commission's proceedings are maintained in a minutes book to be kept for such purposes in the office of the Commission, and shall perform all duties incident to the office of the Secretary. In the event both the CHAIR ~~Chairman~~ and Vice CHAIR ~~Chairman~~ shall be absent or disqualified with respect to any particular matter, the Secretary shall perform the duties of the CHAIR ~~Chairman~~ and, when so acting, shall have all the powers of and be subject to all of the restrictions upon the CHAIR ~~Chairman~~. The Secretary ~~from time to time~~ may delegate one or more of the duties set forth in this paragraph, excepting performance of the duties of the CHAIR ~~Chairman~~, to a Recording Secretary who shall be PROPERLY CONTRACTED BY THE CITY. ~~an employee of the Commission, in which event the~~ THE Secretary shall supervise the Recording Secretary in the performance of such duties.

Article IV: Consultants and Assistants

~~Section 1. Executive Secretary.*~~

Section 1 2. Other Consultants and Assistants. AS AUTHORIZED BY SEC. 22A-113L OF THE CONNECTICUT GENERAL STATUTES, THE COMMISSION MAY EMPLOY CONSULTANTS AND OTHER ASSISTANTS ~~Other consultants and assistants of the Commission shall be retained as necessary,~~

* ~~This Section is not to be implemented at this time.~~

subject to the availability of funds. Hiring of consultants and assistants shall be made by a majority vote of the Commission.

Article V: Committees

Section 1. Appointment of Committees. Standing committees shall be appointed by the CHAIR ~~Chairman~~ of the Commission to assist the Commission in achieving its purpose. The CHAIR ~~Chairman~~ may from time to time authorize other committees as necessary to fulfill the Commission's responsibilities. Committees, excepting the Nominating Committee which is appointed by a motion of the Commission, shall consist of a committee CHAIR ~~chairman~~ and other committee members appointed annually by the CHAIR ~~Chairman~~ of the Commission. The CHAIR ~~Chairman~~ of the Commission shall ensure that at least one member of the Commission serves on both the Commission's Application Review Committee and on the Mayor's Water Quality Committee. The CHAIR ~~Chairman~~ of the Commission shall be an ex officio member of all committees excepting the Nominating Committee and ONLY SHALL BE ENTITLED TO ~~may~~ vote on all matters before those committees WHEN NECESSARY TO BREAK A TIE VOTE. (SEE ARTICLE II, SEC. 4.) All committee CHAIRS ~~chairmen~~, excepting the CHAIR ~~Chairman~~ of the Nominating Committee, shall serve at the pleasure of the CHAIR ~~Chairman~~ of the Commission.

Section 2. Committee Rules and Procedures. Each appointed committee may prepare rules and procedures to guide its actions in the performance of its duties; such rules and procedures shall take effect upon approval by the Commission.

Section 3. Finance Committee. The Finance Committee shall be a standing committee and shall manage the Norwalk Harbor Management Fund and any other Commission funds in cooperation with the Norwalk Department of Finance. The Finance Committee shall keep regular books of accounts showing receipts and expenditures and shall render to the Commission at regular meetings of the Commission, and at such other times as the Commission may require, an account of the Commission's transactions and of the financial condition of the Commission.

The Finance Committee shall prepare an annual budget for the Commission which shall be submitted to the Commission for approval prior to the end of the Commission's fiscal year.

The Finance Committee also shall prepare documentation of the Commission's expenditures, receipts, and revenue status for the purpose of completing and supporting the Commission's annual funding request to the City of Norwalk.

All commitments or vouchers for expenditure of funds by the Commission in accordance with the Commission's approved budget shall be signed by the CHAIR ~~Chairman~~ of the Finance Committee AND ~~or the CHAIR Chairman of the Commission. or the Director of Planning and Zoning.~~ All commitments or vouchers for expenditure of funds by the Commission for expenditures not covered in the Commission's approved budget shall be signed by the CHAIR ~~Chairman~~ of the Commission (or Vice CHAIR ~~Chairman~~ in the absence of the CHAIR ~~Chairman~~) and CHAIR ~~Chairman~~ of the Finance Committee (or the Secretary of the Commission in the absence of the Finance Committee CHAIR ~~Chairman~~) following approval by the Commission.

Section 4. Application Review Committee. The Application Review Committee shall be a standing committee and shall assist the Commission in its review of all applications and proposals affecting the real property on, in, or contiguous to the Norwalk Harbor that are referred to the Commission in accordance with Section 22a-113p of the Connecticut General Statutes and/or Section 69-21 of the Norwalk Code. The Committee shall review all proposals and MAY prepare APPROPRIATE COMMENTS AND RECOMMENDATIONS, INCLUDING COMMENTS AND RECOMMENDATIONS ~~a recommendation~~ with respect to the consistency or inconsistency of each proposal with the Norwalk Harbor Management Plan and provide THOSE that COMMENTS AND recommendations to the Commission for appropriate action.

At least one member of the Application Review Committee shall also serve on the Mayor's Water Quality Committee.

Section 5. Plans and Recommendations Committee. The Plans and Recommendations Committee shall be a standing committee and shall periodically review the Norwalk Harbor Management Plan and conditions in Norwalk Harbor and recommend modifications to the Plan and City ordinances for implementing the Plan. The Committee also may pursue appropriate ~~special~~ projects for the beneficial use and conservation of the Harbor as necessary.

Section 6. MOORING Boating and HARBOR Safety Committee. The MOORING Boating and HARBOR Safety Committee shall be a standing committee and shall review, in coordination with the Harbor Master, conditions affecting the mooring and anchoring of all vessels in Norwalk Harbor, as well as conditions concerning waterfront structures, including docks and bulkheads, and ALL other matters affecting boating and navigation safety in the Harbor. The Committee shall recommend modifications to the Commission's Rules and Regulations for Mooring and Anchoring Vessels and to the Commission's Minimum Standards for Mooring Tackle, as necessary, and also may recommend modifications to the Norwalk Harbor Management Plan and Norwalk Code to ensure safe and efficient use of the Harbor. The Committee may pursue appropriate ~~special~~ projects for maintaining boating and navigation safety in the Harbor. THE COMMITTEE SHALL MAINTAIN COMPLETE AND ACCURATE RECORDS CONCERNING ALL MOORING LOCATIONS AND MOORING PERMITTEES IN NORWALK HARBOR.

The Harbor Master shall be an ex officio member of the MOORING Boating and HARBOR Safety Committee WITHOUT VOTE AND SHALL, CONSISTENT WITH THE GENERAL STATUTES AND HARBOR MANAGEMENT PLAN, ASSIST THE COMMISSION WITH IMPLEMENTATION OF THE RULES AND REGULATIONS FOR MOORING AND ANCHORING VESSELS.

~~**Section 7. Outer Harbor Committee.** The Chairman of the Commission may appoint an Outer Harbor Committee to review conditions and issues concerning the Norwalk Outer Harbor as defined in the Norwalk Harbor Management Plan and Norwalk Code, including matters concerning boating and navigation safety, in coordination with the Boating and Safety Committee and the Harbor Master.~~

Section 7 8. Nominating Committee. The Nominating Committee shall consist of three (3) members of the Commission appointed by a motion of the Commission during or prior to the Commission's December meeting. The Nominating Committee shall nominate candidates for officers of the Commission in advance of the annual meeting. Additional nominations may be made by Commission members at the annual meeting provided such nominations are endorsed by at least three (3) members.

The Nominating Committee also shall assist the Commission in recommending to the Governor of Connecticut candidates for the positions of Norwalk Harbor Master and Deputy Harbor Master.

THE NOMINATING COMMITTEE ALSO SHALL RECOMMEND NOMINEES FOR AWARDS AND OTHER RECOGNITIONS GIVEN BY THE COMMISSION.

Section 8 9. The Mayor's Water Quality Committee. Recognizing the importance of clean water to both recreational activities and commercial fishing in Norwalk Harbor, the Commission shall provide leadership and may provide financial support for the Mayor's Water Quality Committee.

Section 9 10. General. No committee or committee members may enter into any contracts for the Commission nor expend any Commission funds without the express permission of the Commission.

Article VI: Meetings of the Commission

Section 1. Regular Meetings. Regular meetings of the Commission shall be held at a time and place to be announced in accordance with the Freedom of Information Act. In the event of a conflict with holidays the majority of members present at the annual meeting may change the date of any meeting that conflicts with a holiday. In the case of an emergency or other event which conflicts with the regular meeting a majority of members present at any meeting may change the date of the regular meeting and such change shall be posted in accordance with the Freedom of Information Act. All meetings shall be held in the offices of the Planning and Zoning Department or in another place in the City of Norwalk as posted in accordance with the Freedom of Information Act.

Section 2. Annual Meeting. The regular meeting in the month of February shall be the annual meeting of the Commission for the purpose of electing officers and setting the dates of regular meetings for the twelve (12) month period following, and for the transaction of such other business as may properly come before the Commission.

Section 3. Special Meetings. The Commission shall hold special meetings as necessary to carry out the business of the Commission. Special meetings may be called at any time by the CHAIR ~~Chairman~~ when he or she deems it necessary to do so, or by the Vice CHAIR ~~Chairman~~ in the event that the CHAIR ~~Chairman~~ shall be unavailable or disqualified with respect to the subject matter of

the special meeting. Special meetings shall also be called at any time by the CHAIR ~~Chairman~~ when requested to do so by at least three (3) members of the Commission. Notice of all special meetings shall be PROVIDED ~~delivered~~ to all members ~~at their place of residence~~ not less than twenty four (24) hours prior to the time of the special meeting and shall be posted as required by the Freedom of Information Act. Such meeting shall be held at the place set forth in the notice. At such meeting no business may be considered other than as designated in the notice. ~~however, if 75% of the members are present at the special meeting, any and all proper business may be transacted at such meeting.~~

Section 4. Agendas. The agenda for each regular and special meeting shall be established in advance of each meeting by the CHAIR ~~Chairman~~. The agenda for each regular meeting shall be provided, prior to the meeting, to all members and posted in accordance with the Freedom of Information Act.

Section 5. Location of Meetings. Any place in the City of Norwalk may be designated by majority vote of the Commission as the location of all regular meetings of the Commission. The CHAIR ~~Chairman~~ of the Commission (or Vice CHAIR ~~Chairman~~ in the absence of the CHAIR ~~Chairman~~) may designate any place in the City of Norwalk as the location of special meetings of the Commission. All designated meeting locations shall be accessible to all in accordance with the provisions of the Americans with Disabilities Act.

Section 6. Public Meetings. All meetings of the Commission shall be open to the general public excepting Executive Sessions.

Section 7. Executive Sessions. Executive Sessions closed to the general public may be held only for the purposes stated in the Freedom of Information Act. Executive Sessions may be attended by all Commission members.

Section 8. Quorum. Five (5) members shall constitute a quorum for the conduct of the Commission's business at any regular and special meeting of the Commission.

Section 9. Voting. Voting shall be by voice vote of the members present and eligible to vote at any regular or special meeting. A majority vote of the members present and voting shall render a decision on a matter by the Commission unless otherwise specifically stated in these Bylaws.

Section 10. Order of Business for Meetings. Unless otherwise determined by the CHAIR ~~Chairman~~, the order of business at all meetings shall be:

- a. Call to order;
- b. Roll call;
- ~~c. Reading and approval of minutes;~~
- C d. Communications;
- D. PUBLIC COMMENTS
- E. STAFF REPORTS
- F e. Reports of officers and committees;
- G f. Old business;
- H g. New business;
- I. READING AND APPROVAL OF MINUTES
- J h. Adjournment.

Section 11. Permission to Speak. Any person wishing to speak on any item appearing on the agenda of a regular or special meeting of the Commission or on any item pursuant to the powers and duties of the Commission may do so at the discretion of the CHAIR ~~Chairman~~ of the Commission during the meeting. Such person may speak for a period of time as established by the CHAIR ~~Chairman~~.

Section 12. Other Procedures. All questions of procedure not otherwise covered herein or by applicable City or State statutes shall be determined in accordance with Robert's Rules of Order, Newly Revised.

Article VII: General

Section 1. Conflict with Other Provisions. In the event that any provision of these Bylaws shall conflict with any provision of State law (specifically including, but not limited to, the provisions of the Freedom of Information Act), or with any provision of the City Charter or Code, then the provisions of State law, City Charter, and Norwalk Code shall prevail. Such conflict, however, shall not affect the validity of the other provisions of these Bylaws.

Section 2. Amendments of Bylaws. These Bylaws may be amended at any regular or special meeting by an affirmative vote of two-thirds ($2/3$) of the members of the Commission present and voting at that meeting provided discussion of the proposed change is listed on the published agenda for that meeting and the proposed change has been read and discussed at the previous regular or special meeting.

Section 3. Suspension of Rules. The Commission may temporarily suspend any of the operating rules contained in these Bylaws during any regular or special meeting by the consent of two-thirds ($2/3$) of the members present.

Section 4. Fiscal Year. The fiscal year of the Commission shall begin on January 1 and end on December 31.

The undersigned, CHAIR ~~Chairman~~ of the Norwalk Harbor Management Commission, does hereby certify that the above and foregoing Bylaws constitute the duly adopted Bylaws of the Commission as duly amended by a vote of the Commission on September 17, 2014.

Jose Juan Cebrian, CHAIR ~~Chairman~~
September 17, 2014

AGENDA

FEBRUARY 2, 2016

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

REPORTED TO CLAIMS COMMITTEE

CLAIMS COMMITTEE MEETING	REFUNDS PROCESSED CLAIMS COMMITTEE	APPROVED BY TAX COLLECTOR	REPORTED TO CLAIMS COMMITTEE
ARI FLEET LT	14-MV-370700 (\$314.17)	PRORATON	
DAIMLER TRUST	14-MV-314536 (\$534.82)	PRORATON	
DIMEGLIO LUIGI	14-MV-316863 (\$38.02)	PRORATON	
FALLOON JOHN MARY	13-MV-320010 (\$100.00)	OVERPAYMENT/PRORATON	
	14-MV-320133 (\$331.58)	OVERPAYMENT/PRORATON	
	14-MV-320140 (\$27.39)	OVERPAYMENT/PRORATON	
	13-MV-321968 (\$187.70)	PRORATON	
	13-MV-325956 (\$36.93)	PRORATON	
	14-MV-329480 (\$29.53)	PRORATON AND ABA TELEMENT	
	14-MV-329656 (\$399.71)	PRORATON AND ABA TELEMENT	
	14-MV-329769 (\$28.23)	PRORATON AND ABA TELEMENT	
	14-MV-329808 (\$53.43)	PRORATON AND ABA TELEMENT	
	14-MV-329953 (\$78.26)	PRORATON	
	13-MV-345594 (\$384.76)	PRORATON	
	14-MV-345791 (\$284.74)	PRORATON	
	14-MV-346265 (\$85.58)	PRORATON	
	13-MV SEVERAL SEE BACK UP	ABATEMENT AND PRORATIONS	
	14-MV-341327 (\$23.09)	PRORATON	
	14-MV-343906 (\$12.62)	WRONG INT. EFF DATE S/B 8-31-15 NOT 9-1-15	
	13-MV-348101 (\$42.66)	PRORATON AND ABATEMENT	
	14-MV-800084 (\$93.52)	PRORATON AND ABATEMENT	
	13-MV-362371 (\$58.60)	PRORATON	
	12-MV-362111 (\$708.75)	OVERPAYMENT AND PRORATON	
	13-MV-363440 (\$461.48)	OVERPAYMENT AND PRORATON	
	13-MV SEVERAL SEE BACK UP	PRORATON	

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED
CLAIMS COMMITTEE

AIKEN STREET DEVELOPMENT LLC
RE: 67 ½ AIKEN ST

AGENDA

APPROVED BY
TAX COLLECTOR

14-RE-100681 (\$778.37)

REPORTED TO
CLAIMS COMMITTEE

COC/ASSESSOR

FEBRUARY 2, 2016

NISSAN INFINITI LT				
BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-345219	322WOX	2011/NISS ROGUE	JN8AS5MV7BW287794	\$ 86.00
13-MV-345273	518WRK	2011/NISS MAXIMA	1N4AA5AP1BC822601	\$ 205.09
13-MV-345431	888ZYO	2013/NISS SENTRA	3N1AB7AP2DL726246	\$ 336.07
13-MV-345589	830YLC	2011/INFI G37X	JN1CV6AR1BM403658	\$ 213.93
13-MV-345623	279YHG	2010/NISS ALTIMA	1N4AL2EP4AC184703	\$ 260.60

TOTAL \$1,101.69

VW CREDIT LEASING LT				
BILL	PLATE	MODEL	VIN#	AMOUNT
13-MV-366795	170WKT	2011/AUDI A3	WAUDFAFM1BA023118	\$ 227.34
13-MV-366798	184YGH	2011/AUDIS S4 SEDAN	WAUBGAF18BA056077	\$ 390.91
13-MV-366828	250YSW	2011/VOLK TOURAEG	WVGFF9BP6BD005685	\$ 215.12
13-MV-366843	283YOE	2011/AUDI A4 20T	WAUBFAFL1BN041917	\$ 132.08
13-MV-366883	379ZOV	2011/AUDI A5	WAUCFAFR5BA084205	\$ 153.32
13-MV-366896	412ZVK	2013/AUDI Q5	WA1LFAFP0DA058044	\$ 198.67
13-MV-366905	439ZEM	2012/VOLK PASSAT	1VWBP7A31CC052257	\$ 154.99
13-MV-367066	842YHH	2011/AUDI A5	WAUFAR7BA041227	\$ 306.67
13-MV-367077	865YSK	2011/VOLKJETTA	3VWPZ7AJ1BM606781	\$ 112.56
13-MV-367134	983YOR	2011/VOLK JETTA	3VW1K7AJ4BM069365	\$ 130.22

TOTAL \$2,021.88

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: February 11, 2016
Re: Narrative for January, 2016 Tax Collector's Report

Through the end of January 2016, seven months into our current fiscal year, we collected more than \$267 million, or 89.24% of our nearly \$300 million tax levy. In addition, as of the end of January 2016, we collected more than \$13.2 million of our sewer use levy, or 90.34%. We also collected in excess of 88% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority.

Also through the month of January 2016, we collected nearly \$2.4 million (net) in back taxes, interest, lien fees and other fees. That amount still appears to fall far 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 our 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 (.17%) and sewer use collections (2.74%). We are not yet able to fully evaluate our standing, however, because the collection cycle did not end until the first week of February 2016. Once we are able to review our collection figures as of the end of the month of February, we will have a more valid understanding of how our current collection effort is going.

With regard to delinquent collection enforcement, we are working with our state marshals on delinquent business personal property accounts, and are in the process of issuing new alias tax warrants and 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 \$2.2 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. We implemented a wage garnishment for city and board of education employees who owe back taxes. That garnishment took effect within the last several weeks. We have been working 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 renewed in January.

With regard to the July 2016 tax sale, in November 2015 we sent about 130 preliminary letters to owners of properties that already meet 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 tax sale criteria, and to give them extra time to arrange for financing or otherwise attempt to address the delinquency. We have already begun commissioning title searches on properties that we know are in the tax sale. The 'official' sale process will begin within the next four to six weeks. We will finalize the criteria based on our collections to date. Since those initial letters were mailed in November, to date we have already collected more than \$657,000 on properties scheduled for tax sale.

Our second installment 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. We expect to mail delinquent notices within the next two to three weeks to taxpayers who have not met their current tax obligations, and anticipate filing lien continuing certificates by the third week of March. Liens are filed to secure payment of outstanding real estate taxes and sewer use charges.

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. Municipalities are one of about 40 + "agencies" that interact with the DMV. Other agencies, such as local and state police, vehicle dealers, leasing companies, and insurance companies have also been having problems. A more detailed listing of those problems was included in my November 2015 narrative. 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.

We learned this week of a new proposal by Governor Dannel Malloy that would do away with the current system of denying vehicle registrations or renewals to taxpayers who owe past due local property taxes or parking tickets. The Governor's intent with this is to reduce wait times and lines at the DMV and improve customer service. Without going into great detail, suffice to say this proposal seeks to solve one problem by creating several new problems.

The property tax compliance 'stop' at DMV is the single most effective collection enforcement tool for Connecticut tax collectors relative to motor vehicle taxes. In Norwalk, we hope to collect in excess of \$20 million in motor vehicle taxes this year. If we did not have the threat of not being able to register a vehicle, a sizeable portion of that \$20 million would be jeopardized. If the 'stop' is eliminated, there will be a two tiered revenue loss. First, not only will those who already owe back taxes be allowed to register without paying them (first tier), but there will be an ancillary effect (second tier). Many taxpayers make the choice to pay their car tax on time because they know they won't be allowed to register their cars if they owe taxes. Absent that threat of enforcement, taxpayers will be inclined to use their available funds to pay other, more pressing bills. We cannot quantify the amount of revenue that will be lost as a result of this proposal, but it would be sizeable.

The Governor stated his proposal is a 'common sense' solution to the problem of long lines at DMV and that the core function of DMV should be to register cars, not to 'be a collection agency' for small dollar amount parking tickets and property tax bills. The DMV is not, and never has been, a 'collection agency' for us. However, the DMV arguably does – and should - have obligations relative to ensuring compliance with certain public safety and public benefit standards. Driving a vehicle is a privilege. It is a given that certain things need to be done to earn and maintain that privilege, including keeping the vehicle in good working order, maintaining safety, maintaining liability insurance, and so forth. It is not a stretch to expect that DMV should continue to have a role in enforcing compliance with local property tax and parking ticket obligations. Cities and towns have in the past paid for this service, and are willing to continue to pay for it. Municipal revenues will suffer without it.

The Malloy administration and the current leadership of the Connecticut General Assembly have consistently advocated regionalism, inter- and intra-agency cooperation, and other co-operative ventures and initiatives as means of achieving efficiency and improving customer service. That being said, it is hard to understand the logic behind this proposal. The state and the municipalities should be working together to help one another. Cities and towns collect numerous taxes, fees and revenues on behalf of the state. We are not asking the state to collect for us – we are asking only that they help us by basically re-routing to us those who owe us tax revenue before giving them the privilege of registering their cars. This proposal would hurt the on time, law abiding taxpayer. It would reward the scofflaw who would seek to ignore or avoid paying his or her property tax obligation. Uncollected taxes result in higher mill rates. The mill rate is set higher to account for the uncollected portion of the tax levy. If the amount uncollected grows, the mill rate goes up accordingly. This places an increased burden on the on time taxpayer. This is not sound fiscal policy, or a 'common sense' approach to the problem of long lines at the DMV.

I am preparing testimony to submit to the Transportation Committee of the Connecticut General Assembly about this issue. There should be a public hearing sometime within the next two weeks. The proposal is Governor's House Bill # 5055 – An Act Decreasing Wait Times At The Department Of Motor Vehicles. The link to the bill is here:

https://www.cga.ct.gov/asp/cgabillstatus/cgabillstatus.asp?selBillType=Bill&which_year=2016&bill_num=5055

**TAX COLLECTOR'S REPORT
JANUARY 31, 2016**

**FISCAL YEAR 2014-2016
(2014 GRAND LIST)**

**AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX**

**ORIGINAL LEVY
ADJ. TAX COLLECTIONS
JUN 14 - JAN 16**

**COLLECTION %
CORRECTED LEVY*
COLLECTION %**

**SEWER USE
IPP FEE**

**ORIGINAL LEVY
JUN 13 - JAN 16**

**COLLECTION %
CORRECTED LEVY*
COLLECTION %**

**FISCAL YEAR 2014-2016
(2013 GRAND LIST)**

**AUTOMOBILE-REGULAR
AUTOMOBILE-SUPPLEMENTAL
PERSONAL PROPERTY
REAL ESTATE
TOTAL TAX**

**ORIGINAL LEVY
JUN 13 - JAN 16**

**COLLECTION %
CORRECTED LEVY*
COLLECTION %**

**SEWER USE
IPP FEE**

**ORIGINAL LEVY
JUN 13 - JAN 16**

**COLLECTION %
CORRECTED LEVY*
COLLECTION %**

**TAX DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)**

\$5,122,688.57 \$5,078,061.37 0.18% \$5,130,958.06 0.17%

**SEWER DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)**

\$808,644.00 \$1,164,308.26 3.14% \$871,914.00 2.74%

**IPP DIFFERENCE 2014 G.L. vs. 2013 G.L.
INCREASE/(DECREASE)**

(\$1,500.00) \$3,188.20 2.46% (\$8,750.00) 4.84%

BACK TAXES COLLECTED

**PRIOR TAXES
PRIOR SEWER USE FEE
PRIOR IPP FEE
TOTAL PRIOR TAX, SEWER & IPP**

**FISCAL YR 2015-2016
(JUL 15 - JAN 16)**

**FISCAL YR 2014-2015
(JUL 14 - JAN 15)**

**CUR YR vs PRIOR YR
INC/DEC**

**CURRENT INTEREST
PRIOR INTEREST
SEWER USE FEE INTEREST
IPP FEE INTEREST
TOTAL INTEREST COLLECTED**

**\$327,673.57
\$480,110.57
\$44,944.78
\$4,638.62
\$867,367.55**

**\$321,593.67
\$608,287.34
\$42,228.89
\$3,420.83
\$973,630.73**

**PRIOR LIEN FEE
CURRENT LIEN FEE
TOTAL LIEN FEE COLLECTED**

**\$8,474.95
\$0.00
\$8,474.95**

**\$11,164.56
\$0.00
\$11,164.56**

MISC FEES COLLECTED**

\$37,608.18

\$144,828.60

**TOTAL PRIOR TAX, ALL INTEREST
& ALL FEES**

\$2,381,136.18

\$3,813,476.96

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

WHEREAS, Section 1-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limitation on locally funded expenditures during the process of establishing the next fiscal year's operating budget.

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

The maximum limit on total appropriations for the City of Norwalk for Fiscal Year beginning July 1, 2016 shall be no more than \$316,339,469. This appropriation cap represents total expenditures of \$337,095,669 less estimated intergovernmental grants of \$20,756,200.

Be it further resolved that the result of this vote and resolution, together with the attached 2016-17 Budget Guide, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

ADOPTED BY MAJORITY

VOTE: _____ in favor; _____ against

The City of Norwalk
FY 2016-17

	APPROVED BUDGET	RECOMMENDED		
	2015-16	BUD	\$ VAR	% VAR
EXPENSES BY DEPARTMENT				
MAYOR	\$ 305,519	\$ 452,809	\$ 147,290	48.2%
LEGISLATIVE	\$ 17,450	\$ 15,550	\$ (1,900)	-10.9%
CORPORATION COUNSEL	\$ 1,034,285	\$ 1,040,143	\$ 5,858	0.6%
CITY CLERK	\$ 372,610	\$ 382,304	\$ 9,694	2.6%
TOWN CLERK	\$ 598,618	\$ 606,822	\$ 8,204	1.4%
INFORMATION TECHNOLOGY	\$ 1,667,974	\$ 1,718,788	\$ 50,814	3.0%
PERSONNEL	\$ 585,347	\$ 598,719	\$ 13,372	2.3%
HUMAN RELATIONS & FAIR RENT	\$ 291,934	\$ 394,240	\$ 102,306	35.0%
	\$ 285,182	\$ 331,034	\$ 45,852	16.1%
REGISTRAR OF VOTERS	\$ 441,285	\$ 407,039	\$ (34,246)	-7.8%
FINANCE DIRECTOR	\$ 205,656	\$ 213,948	\$ 8,292	4.0%
TAX ASSESSOR	\$ 886,300	\$ 2,018,603	\$ 1,132,303	127.8%
TAX COLLECTOR	\$ 1,008,989	\$ 883,482	\$ (125,507)	-12.4%
ACCOUNTING & TREASURY	\$ 772,422	\$ 842,976	\$ 70,554	9.1%
MANAGEMENT & BUDGETS	\$ 424,884	\$ 419,611	\$ (5,273)	-1.2%
PURCHASING	\$ 411,157	\$ 406,435	\$ (4,722)	-1.1%
HEALTH DEPT	\$ 2,109,452	\$ 2,118,910	\$ 9,458	0.4%
POLICE DEPT	\$ 22,120,359	\$ 22,314,433	\$ 194,074	0.9%
FIRE DEPT	\$ 18,503,244	\$ 18,858,238	\$ 354,994	1.9%
PLANNING & ZONING	\$ 1,157,757	\$ 1,197,212	\$ 39,455	3.4%
CODE ENFORCEMENT	\$ 746,119	\$ 802,583	\$ 56,464	7.6%
COMBINED DISPATCH	\$ 2,527,187	\$ 2,560,940	\$ 33,753	1.3%
PUBLIC WORKS	\$ 18,006,789	\$ 17,880,888	\$ (125,901)	-0.7%
WPCA	\$ 500,384	\$ 446,653	\$ (53,731)	-10.7%
EDUCATION-PUBLIC	\$ 170,987,857	\$ 175,550,073	\$ 4,562,216	2.7%
RECREATION AND PARKS	\$ 4,390,442	\$ 4,581,429	\$ 190,987	4.4%
LIBRARY	\$ 3,766,938	\$ 3,823,377	\$ 56,439	1.5%
HISTORICAL COMMISSION	\$ 215,840	\$ 222,182	\$ 6,342	2.9%
GRANT AGENCIES	\$ 2,346,662	\$ 2,448,660	\$ 101,998	4.3%
DEBT SERVICE	\$ 27,233,470	\$ 26,523,316	\$ (710,154)	-2.6%
ORGANIZATIONAL MEMBERSHIPS	\$ 98,874	\$ 100,357	\$ 1,483	1.5%
EMPLOYEE BENEFITS	\$ 30,273,700	\$ 32,022,753	\$ 1,749,053	5.8%
PENSIONS	\$ 11,671,360	\$ 12,295,401	\$ 624,041	5.3%
CONTINGENCY	\$ 1,023,563	\$ 2,615,761	\$ 1,592,198	155.6%
TOTAL EXPENDITURES	\$ 326,989,609	\$ 337,095,669	\$ 10,106,060	3.1%
CURRENT TAX REVENUES				
GRAND LIST	\$ 11,904,661,061	\$ 12,087,667,610	\$ 183,006,549	1.5%
AVERAGE MILL RATE	24.915	25.03269101	0.117	0.5%
TOTAL TAX LEVY	\$ 296,608,814	\$ 302,586,848	\$ 5,978,034	2.0%
NET TAX REVENUES	\$ 292,678,622	\$ 297,623,414	\$ 4,944,792	1.7%
INTEREST & PENALTIES	\$ 1,916,182	\$ 1,942,126	\$ 25,944	1.4%
INTERGOVERNMENTAL REVENUE	\$ 17,316,500	\$ 20,756,200	\$ 3,439,700	19.9%
INVESTMENT INCOME	\$ 760,000	\$ 830,000	\$ 70,000	9.2%
DEPARTMENTAL RECEIPTS	\$ 10,856,750	\$ 11,551,340	\$ 694,590	6.4%
MISCELLANEOUS	\$ 2,461,555	\$ 2,392,589	\$ (68,966)	-2.8%
TRANS FROM FUND BALANCE	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	100.0%
TOTAL NON-TAX REVENUES	\$ 34,310,987	\$ 39,472,255	\$ 5,161,268	15.0%
TOTAL REVENUE	\$ 326,989,609	\$ 337,095,669	\$ 10,106,060	3.1%
CALCULATED CAP	\$ 309,673,109	\$ 316,339,469		

WHEREAS, Section 1-269 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limitation on locally funded expenditures during the process of establishing the next fiscal year's operating budget. **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NORWALK THAT:**

The maximum limit on total appropriations for the City of Norwalk for Fiscal Year beginning July 1, 2016 shall be no more than [A]. This appropriation cap represents total expenditures of [B] less estimated intergovernmental grants of [C]. Be it further resolved that the result of this vote and resolution, together with the attached 2016-17 Budget Guide, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

	District 1	District 2	District 3	District 4	District 5	District 6	Budget Cap A	Total Expenditures B	Intergovernmental Grants C	Total Expenditure Variance From Recommendation
Current Yr. Median	\$ 218,970	\$ 198,415	\$ 254,945	\$ 256,715	\$ 352,040	\$ 677,170				
Current Yr. Mill Rate	25.371	25.371	25.371	25.430	24.710	22.852				
Current Yr. Tax	\$ 5,555.53	\$ 5,034.03	\$ 6,468.26	\$ 6,528.32	\$ 8,695.03	\$ 15,474.54				
Next Yr. Median	\$ 219,120	\$ 198,890	\$ 255,770	\$ 257,015	\$ 353,410	\$ 682,850				
Next Yr. Mill Rate	25.484	25.484	25.484	25.541	24.828	22.957				
Next Yr. Tax	\$ 5,584.14	\$ 5,068.59	\$ 6,518.14	\$ 6,564.54	\$ 8,774.55	\$ 15,676.00				
Recommendation:										
Mill Rate Change Tax Impact	\$ 24.79	\$ 22.46	\$ 28.86	\$ 28.56	\$ 41.50	\$ 71.06				
Median Value Change Tax Impact	\$ 3.82	\$ 12.11	\$ 21.02	\$ 7.66	\$ 34.01	\$ 130.39				
Median Tax Increase	\$ 28.61	\$ 34.56	\$ 49.88	\$ 36.22	\$ 75.51	\$ 201.46	\$ 316,339,469	\$ 337,095,669	\$ 20,756,200	\$
Each 0.1% MR Increase:	5.73	5.20	6.69	6.72	9.25	17.89	\$ 295,747	\$ 295,747	\$	\$
0.0%	1.62	10.07	18.38	4.57	31.97	117.22	\$ 314,946,638	\$ 335,702,838	\$ 20,756,200	\$ (1,392,831)
0.1%	7.35	15.27	25.07	11.29	41.22	135.10	\$ 315,242,385	\$ 335,998,585	\$ 20,756,200	\$ (1,097,084)
0.2%	13.08	20.47	31.76	18.01	50.46	152.99	\$ 315,538,133	\$ 336,294,333	\$ 20,756,200	\$ (801,336)
0.3%	18.81	25.67	38.45	24.73	59.71	170.88	\$ 315,833,880	\$ 336,590,080	\$ 20,756,200	\$ (505,589)
0.4%	24.54	30.87	45.14	31.45	68.95	188.77	\$ 316,129,628	\$ 336,885,828	\$ 20,756,200	\$ (209,841)
0.5%	30.27	36.07	51.83	38.18	78.20	206.65	\$ 316,425,375	\$ 337,181,575	\$ 20,756,200	\$ (85,906)
0.6%	36.00	41.28	58.51	44.90	87.45	224.54	\$ 316,721,123	\$ 337,477,323	\$ 20,756,200	\$ 381,654
0.7%	41.73	46.48	65.20	51.62	96.69	242.43	\$ 317,016,870	\$ 337,773,070	\$ 20,756,200	\$ 677,401
0.8%	47.47	51.68	71.89	58.34	105.94	260.32	\$ 317,312,618	\$ 338,068,818	\$ 20,756,200	\$ 973,149
0.9%	53.20	56.88	78.58	65.06	115.18	278.20	\$ 317,608,365	\$ 338,364,565	\$ 20,756,200	\$ 1,268,896
1.0%	58.93	62.08	85.27	71.79	124.43	296.09	\$ 317,904,113	\$ 338,660,313	\$ 20,756,200	\$ 1,564,644
1.1%	64.66	67.29	91.96	78.51	133.67	313.98	\$ 318,199,860	\$ 338,956,060	\$ 20,756,200	\$ 1,860,391
1.2%	70.39	72.49	98.65	85.23	142.92	331.87	\$ 318,495,608	\$ 339,251,808	\$ 20,756,200	\$ 2,156,139
1.3%	76.12	77.69	105.34	91.95	152.16	349.75	\$ 318,791,355	\$ 339,547,555	\$ 20,756,200	\$ 2,451,886
1.4%	81.85	82.89	112.03	98.67	161.41	367.64	\$ 319,087,103	\$ 339,843,303	\$ 20,756,200	\$ 2,747,634
1.5%	87.58	88.09	118.72	105.39	170.66	385.53	\$ 319,382,850	\$ 340,139,050	\$ 20,756,200	\$ 3,043,381
1.6%	93.31	93.29	125.41	112.12	179.90	403.42	\$ 319,678,597	\$ 340,434,797	\$ 20,756,200	\$ 3,339,128
1.7%	99.04	98.50	132.10	118.84	189.15	421.30	\$ 319,974,345	\$ 340,730,545	\$ 20,756,200	\$ 3,634,876
1.8%	104.77	103.70	138.79	125.56	198.39	439.19	\$ 320,270,092	\$ 341,026,292	\$ 20,756,200	\$ 3,930,623
1.9%	110.51	108.90	145.48	132.28	207.64	457.08	\$ 320,565,840	\$ 341,322,040	\$ 20,756,200	\$ 4,226,371
2.0%	116.24	114.10	152.17	139.00	216.88	474.97	\$ 320,861,587	\$ 341,617,787	\$ 20,756,200	\$ 4,522,118
2.1%	121.97	119.30	158.86	145.73	226.13	492.85	\$ 321,157,335	\$ 341,913,535	\$ 20,756,200	\$ 4,817,866
2.2%	127.70	124.51	165.55	152.45	235.37	510.74	\$ 321,453,082	\$ 342,209,282	\$ 20,756,200	\$ 5,113,613
2.3%	133.43	129.71	172.24	159.17	244.62	528.63	\$ 321,748,830	\$ 342,505,030	\$ 20,756,200	\$ 5,409,361
2.4%	139.16	134.91	178.92	165.89	253.87	546.52	\$ 322,044,577	\$ 342,800,777	\$ 20,756,200	\$ 5,705,108
2.5%	144.89	140.11	185.61	172.61	263.11	564.40	\$ 322,340,325	\$ 343,096,525	\$ 20,756,200	\$ 6,000,856
2.6%	150.62	145.31	192.30	179.33	272.36	582.29	\$ 322,636,072	\$ 343,392,272	\$ 20,756,200	\$ 6,296,603
2.7%	156.35	150.51	198.99	186.06	281.60	600.18	\$ 322,931,820	\$ 343,688,020	\$ 20,756,200	\$ 6,592,351
2.8%	162.08	155.72	205.68	192.78	290.85	618.07	\$ 323,227,567	\$ 343,983,767	\$ 20,756,200	\$ 6,888,098
2.9%	167.81	160.92	212.37	199.50	300.09	635.96	\$ 323,523,315	\$ 344,279,515	\$ 20,756,200	\$ 7,183,846
3.0%	173.55	166.12	219.06	206.22	309.34	653.84	\$ 323,819,062	\$ 344,575,262	\$ 20,756,200	\$ 7,479,593