

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

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

norwalkct.org/meetings



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



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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting: February 8, 2022
Regular Meeting: February 8, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Frances Di Meglio, Planning and Zoning Commission
Sheri McCready Brown, Board of Estimate and Taxation

APPOINTMENTS: Danielle Sanchick, Zoning Board of Appeals, Alternate
Matt Merluzzi, Conservation Commission

REAPPOINTMENTS: Laurie Jones, Harbor Management Commission
John Pinto, Harbor Management Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Triangle Community Center for the use of Mathews Park and immediate surrounding grounds for Pride in the Park to be held on Saturday June 11, 2022 from 12:00 PM to 8:00 PM. Set-up to begin at 6:00 AM with tear-down at 9:00PM. Approximate attendance 7,000.
2. Authorize the Mayor, Harry W. Rilling, to enter into a contract with the Norwalk Seaport Association for the use of Veterans Memorial Park and immediate surrounding grounds for the Oyster Festival to be held from Friday, September 9, 2022 to Sunday September 11, 2022. Set-up to begin on Friday, August 19, 2022 with tear-down no later than Friday, September 30, 2022. Approximate attendance 40,000.
3. Authorize the Mayor, Harry W. Rilling, to enter into a contract with The Leukemia and Lymphoma Society for the use of Calf Pasture & Taylor Farm Parking Lots and immediate surrounding grounds for LLS Light the Night event to be held on Saturday October 8, 2022 from 5:00 PM to 11:59 PM. Set-up on Friday October 7, 2022 at 8:00 AM with tear-down on Saturday October 8, 2022 by 11:59 PM. Approximate attendance 1,000.
4. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford for a 2022 Ford F550 Dumping Rack Body Truck in an amount not to exceed \$56349.00, sole source state contract # 19PSX0161, from accounts 0921-6030-5777-C0486 and 0922-6030-5777-C0486.
5. Authorize the Purchasing Agent to issue a purchase order to Gengras Ford for a 2022 F250 with service body in an amount not to exceed \$58,528.90, sole source state contract number # 19PSX0161, from account # 0922-6030-5777-C0486.

B. ORDINANCE COMMITTEE

1. Approve the following revisions/amendments to the following City Code sections:
 - Temporary Prohibition of all Cannabis Establishments
2. Approve the following revisions/amendments to the following City Code sections:
 - Chapter 45, Article IV – Outdoor Dining – Sections 45-29, 45-30, 45-31, 45-32, 45-33, and 45-34.

C. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: February 10, 2022
2. For informational purposes only: Narrative on Tax Collections Dated: February 10, 2022
3. For informational purposes only: Monthly Tax Collector's Report Dated: January 2022
4. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to upgrade Worldox software to SAAS cloud-based solution, recurring costs \$8,571, one-time migration fee \$1,920.
5. RESOLUTION:

WHEREAS, Section 1-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limit on locally 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 the total appropriation for the City of Norwalk for Fiscal Year beginning July 1, 2022 shall be no more than \$391,732,046. This appropriation cap represents total expenditures of \$414,117,874 less estimated intergovernmental grants of \$22,385,828. Be it further resolved that the result of this vote and resolution, together with the attached 2022-2023 Budget Guide, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ZONING BOARD OF APPEALS	M/C	Norwalk Code 116
DANIELLE SANCHICK (D)		Term Expires – 11/01/2026
9 Outer Road		Alternate
Norwalk, CT 06854		

CONSERVATION COMMISSION	M/C	Norwalk Code 35-2
MATT MERLUZZI (R)		Term Expires – 11/01/2027
222 Silvermine Avenue		Regular
Norwalk, CT 06850		

REAPPOINTMENTS

HARBOR MANAGEMENT COMMISSION	M/C	Norwalk Code 69
LAURIE JONES (D)		Term Expires – 12/31/2025
4 Nathan Hale Drive		
Norwalk, CT 06854		

JOHN PINTO (R)		Term Expires – 12/31/2025
35 Winfield Court		
Norwalk, CT 06855		

**COMMON COUNCIL
NORWALK, CONNECTICUT**

SPECIAL MEETING

**FEBRUARY 8, 2022
VIA TELECONFERENCE**

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

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Mayor Rilling called the meeting to order at 6:42 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner

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Ms. Barbara Smyth

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. PRESENTATION OF THE 2022-23 OPERATING BUDGET

Mayor Rilling explained that the purpose of this special meeting was for a review of the proposed 2022-23 operating budget by Mr. Dachowitz. He said this is a work in progress and thanked Mr. Dachowitz, Mr. Ellis and Ms. Lam for their hard work in putting the budget together. He also thanked Mr. Burnett and Mr. Livingston.

Mayor Rilling said he knows this has been a difficult time; people have lost jobs and are unable to make payments. He said they are trying to be fair and equitable so that they do not overtax the citizens or underserve the children. The department heads have been very responsible and living within their budgets. Last year he asked them to come back to the Board of Estimate and Taxation with a ½% reduction. Everybody came back with a reduction. He said this is not the final budget; this is the first iteration.

Mr. Dachowitz shared his screen and presented the Mayor and CFO joint recommended budget. He reviewed the schedule and said the Board of Estimate and Taxation sets the final budget and tax levy. He explained that economics is about setting priorities.

The share of the proposed \$412 million budget is 40% for the City and 60% for the Board of Education. He reviewed how the ARPA and ESES funds were divided. Funds were designated to help ameliorate a tax increase, flood mitigation, Community Services, Economic and Community Development and for high speed fiber optic cabling.

Mr. Dachowitz explained that last year, the City and the Board of Education entered into an efficiency study with Evergreen Technology. He reviewed the scope of services and

said they believe they can make their target date of delivering their final report in March. The goal is to get that information to the Common Council to help them make their decision.

The recommended operating budget is \$412 million with \$216 million for the Board of Education which represents a \$7.8 million increase over last year which is a 3.75% increase and \$196.2 million for the City which represents a \$7 million increase which is a 3.69% increase over last year.

Mr. Dachowitz presented the budget line by line. He reviewed the rainy day fund and said the current year budget did use rainy day funds. He said there should not be a ceiling on a rainy day fund. He noted that because of the rainy day fund, the City was able to handle Covid. He said it is a very major factor in the City's bond rating. He said he worries about the AAA bond rating and how a strong rainy day fund works in the City's favor.

Mr. Dachowitz said they have to get enough tax to fund \$412 million and to have to increase that amount, they need to be covered for various situations, such as the senior tax credits. He described how the mill rate for each district is determined.

Mr. Dachowitz congratulated the members of the Pension Board for doing a phenomenal job.

Mr. Dachowitz said he and Mayor Rilling feel this budget is balanced, fair and affordable to Norwalk single family home owners.

He asked if there were any questions. Ms. Niedzielski Eichner asked about the percentage difference between taxing districts. Mr. Dachowitz explained that the City is divided by the full grand list and the Sixth taxing district has a different grand list. He said that if a district has twice the value of the grand list, they are going to pay twice the tax.

Mr. Goldstein asked about the ARPA funds and what the plans are to reduce taxes once fy 2022-2023 passes. Mr. Dachowitz said if they have an increase in expenses each year and the supplement to the budget with the one time funding source goes away, they will have to ask the taxpayers for a tax increase the next year.

III. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 7:32 p.m.

ATTEST: _____
Irene Dixon, City Clerk

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Mayor Rilling called the meeting to order at 7:35 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner

Ms. Barbara Smyth

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Thomas Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 25, 2022

**** MS. REVOLUS MOVED TO APPROVE THE MINUTES AS PRESENTED**
**** MOTION PASSED WITH ONE (1) ABSTENTION (MR. GOLDSTEIN)**

III. PUBLIC PARTICIPATION

Ms. Alderman read a letter submitted by Ms. Daisy Sebastian regarding the plans for the new Norwalk High School. Mayor Rilling stated that they can only allow comments on agenda items.

Additional letters about the new Norwalk High School will be submitted to the City Clerk.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were none this evening.

APPOINTMENTS:

**** MR. KEEGAN MOVED TO APPROVE THE APPOINTMENT OF
THOMAS FARKAS TO THE ZONING BOARD OF APPEALS**

Mr. Keegan spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were none this evening.

MAYOR'S REMARKS:

To commemorate Black History month, Mayor Rilling read a proclamation highlighting the contributions and accomplishments of African Americans. Mr. Burnett added remarks about the origin and importance of Black History month.

Mayor Rilling said that during the month of February schools will have programs honoring Black Americans.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Mr. Livingston announced the formation of two Ad Hoc Committees – an Ad Hoc Sustainability Resiliency Committee to be headed by Ms. Shanahan and an Ad Hoc Affordable Housing Committee to be headed by Mr. Burnett.

B. CONSENT CALENDAR:

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

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter an Agreement J. S. Endurance for the use of Veterans Park Memorial and immediate surrounding grounds for their SONO Half Marathon/5K & Kid Run to be held on Sunday, October 2, 2022 from 8:30 AM to 12:00 PM. Set-up to begin Friday, September 30, 2022 at 8:30 AM with teardown no later than Sunday, October 30, 2022 at 3:00 PM. Approximate attendance 1800 people.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fleet Auto Supply, under RFP project number 4123 for the up-fit of police vehicles each year for an amount not to exceed, 200,000 per year for an initial term of 3 years with 2 optional 1 year renewals. Account # 0922 3010 5777 C0665

3. Approval of the elimination of the Ordinance bonus pool

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc., for Professional Engineering Services for the Project 4177/DRG2022-1 Design and Permitting for Lockwood Lane & Heather Lane Storm Drainage Improvements, on an hourly basis, for a sum not to exceed \$ 256,000.00.

Account No. 09 22 4021 5777 C0440

01 0 30 5258

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC. for Project PM2021-1 Pavement Management Program. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$1,535,029.39, with an option of a potential amendment, after the new fiscal year funds become available.

Account No. 09 20 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 21 4027 5777 C0302

09 22 4021 5777 C0302

09 20 4021 5777 C0503

09 21 4021 5777 C0503

09 22 4021 5777 C0503

09 20 4021 5777 C0649

09 22 4021 5777 C0649

09 19 4021 5777 C0318

09 21 4021 5777 C0318

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02 0 00 2602

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, to extend the agreement for the first of two optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$200,000.00.

Account No. 09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 20 4062 5777 C0361

09 22 4062 5777 C0361

09 19 4021 5777 C0021

09 20 4021 5777 C0021

09 21 4021 5777 C0021

09 22 4021 5777 C0021

09 14 4021 5799 C0315

09 22 4021 5777 C0315

09 19 4021 5777 C0318

09 21 4021 5777 C0318

09 22 4021 5777 C0318

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Gill & Gill Architects, LLC to provide Architectural Design Services for the Nathan Hale & West Rocks Bathroom Renovations project for a total not to exceed \$19,440 Acct. #09225010 5777 C0807.

1b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$5,000.
Acct. #09225010 5777 C0807.

2a. RESOLVED, that the Norwalk Land Use & Building Management Committee is hereby established as the building committee with regard to the Roton Middle School, Asbestos Abatement Project.

2b. RESOLVED, that the Norwalk Common Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Roton Middle School, Asbestos Abatement project.

2c. RESOLVED, that the City of Norwalk Common Council authorizes the City of Norwalk Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Roton Middle School, Asbestos Abatement project.

**** MOTION PASSED UNANIMOUSLY**

Ms. Johnson said that some people were wearing orange to bring awareness to teen dating abuse.

VII. COMMON COUNCIL COMMITTEES

B. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

**** MS. MCMURRER MOVED TO AUTHORIZE THE PURCHASING AGENT, SHARON CONNORS, TO EXECUTE THE PURCHASE ORDER ON BEHALF OF THE POLICE DEPARTMENT TO MHQ INC. UNDER THE STATE CONTRACT, CT 12PSX0194, FOR THE PURCHASE OF TEN (10) 2022 FORD UTILITY INTERCEPTOR HYBRID POLICE VEHICLES FOR THE AMOUNT NOT TO EXCEED \$367,976.00. ACCOUNT # 0922 3010-5777-C0665.**

This is an initiative that was brought up during the last Common Council. Councilmembers spoke in support of this item.

Mayor Rilling thanked the Police Department.

**** MOTION PASSED UNANIMOUSLY**

C. PUBLIC WORKS COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A NO-COST AGREEMENT BETWEEN THE CITY OF NORWALK AND HELPSY, FOR CURBSIDE COLLECTION OF TEXTILES IN THE CITY OF NORWALK.**

Mr. Carr, Chief of Operations and Public Works provided details of the program. There is zero cost to the City and would be a revenue generator. The program can be launched before Earth Day.

**** MOTION PASSED UNANIMOUSLY**

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE NATIONAL FISH AND WILDLIFE FOUNDATION – FIVE STAR AND URBAN WATERS RESTORATION GRANT RELATED TO THE CITY OF NORWALK PARTICIPATION AS A PARTNER IN THE GRANT.**

Ms. Smyth reviewed the item and said it was a great group effort. Ms. Young asked how this initiative will increase the tree canopy in South Norwalk. Mr. Carr said he did not have statistics but the City commissioned a Tree Management Plan. Mr. Sotnik said that thanks to the Common Council and the capital budget, they have been able to plant more and more trees. Ms. Young said they are on the right track.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this weekend.

XI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 8:17 p.m.

ATTEST: _____
Irene Dixon, City Clerk

DANIELLE SANCHICK, AIA

Registered Architect in States of NY and CT

9 Outer Road, Norwalk CT 06854 • (914) 263-2437 • dsanchick@gmail.com

EXPERIENCE

2016-2021

MORRIS ADJMI ARCHITECTS, New York, NY

Project Manager

Front and York- DUMBO, Brooklyn, NY - 2016 to present - Construction to be complete Q1 2022

Design Architect and Architect of Record for 1.2 million SF development with 728 apartments in 4 residential buildings, 150 SF of ground floor retail, a large amenity package and a private park

- Led the project team from schematic design through construction completion. In charge of all consultant coordination and construction administration responsibilities.

King & Spadina- Toronto, Canada - 2021 to present

Design Architect for 500,000 SF core and shell office development with preservation of 3 historic buildings

- Led the project team and client presentations for concept design phase

MA Women in Design Committee- Lead organizer- 2020 to present

MA Documentation Advocacy Group- 2020 to present

- Internal specialized position dedicated to technical documentation and construction administration

ACE Mentorship Volunteer- 2020 to present

- National Program for high school students to gain exposure to the Architecture, Construction & Engineering disciplines

2010-2016

PEI COBB FREED & PARTNERS, New York, NY

Associate

Lodha Place - Mumbai, India - 2011 to 2016

Mixed Use 650,000 SM development with 3 Residential Towers and 2 office towers

Wadala Vision Plan - Mumbai, India - 2011

Mixed Use 6.9 Million SM urban development on 115 hectares

- Design and presentation of Master Plan incorporating innovative storm water and transportation strategies.

Bangalore Development Project - Bangalore India - 2012-2015 - Complete

2.5 Million SF of modern office space spread across a 3 building complex for high end financial services firm

- Base building core and shell through design development for three buildings and complex amenity program.

Lower Manhattan Cultural Council Studios & Gallery - Governor's Island, NY - 2015

35,000 SF of studio and exhibit space in historic building - Pro Bono

Volpe Center & Master Plan- Cambridge, MA- 2016

Mixed User Master Plan of 3 Million SF with DOT facility

- In depth zoning analysis and planning study. Balanced maximum development with meaningful open space. Developed concept scheme for GSA government building in accordance with sustainability and phasing requirements.

2009 **SLADE ARCHITECTS, New York, NY-** Architectural Intern

EDUCATION

2005-2010

CORNELL UNIVERSITY Ithaca, NY

Bachelor of Architecture

PROFESSIONAL EXPERIENCE

Norwalk Republican Town Committee Norwalk, CT 2020 – 2022

- Helped in developing green policy initiatives for the town of Norwalk.
- Assisted in data analysis of Norwalk voter base

INDEPENDENT FUTURES TRADER Colo. & CT 2016 – 2022

HITCHCOCK ANALYTICS Norwalk, CT 2015 – 2016

- Founded commodity market research company with multiple clients. Produced research reports on petroleum, biofuels, coffee, row crops, cotton, and macroeconomics.

LUBBEN CAPITAL MANAGEMENT Wilton, CT 2006 - 2015

Managing Director, PM, and Analyst

- Conducted detailed fundamental research and developed price predictive models in cotton, base metals, grains, and petroleum. Developed additional research into relationships between commodity markets, currency markets, and macro markets to generate trade timing ideas and explain market dynamics.
- Monitored global weather as it related to crop production.
- Maintained a global cotton balance sheet, US export model, demand metrics, cotton cash differentials, and a US price model.
- Managed front office operations from 2006 to 2012. Helped train additional staff in fundamental analysis and operations.
- Served as PM, managing between \$5m and \$40m of notional risk at daily 99% VAR of 0.5%-3%. Notional and % returns positive over 7yr period.

KENYON ROBERTSON MANAGEMENT New York, NY 2005 - 2006

Associate

- Managed front office operations at \$45m start-up capital structure arbitrage fund called the Provenia Fund.
- Assisted in building trade generating analytical spreadsheets.

EDUCATION

Washington University in St. Louis 2000 - 2004

- Double major in Chemical Engineering and Economic

LAURIE PERRY JONES(C) 203-858-6898 | 4 Nathan Hale Drive Norwalk, CT 06854 | lauriejones511@gmail.com**PROFILE**

Strong management, team building and organizational skills. Experienced in marketing, writing and product development. Passionate about local community volunteerism.

VOLUNTEER WORK

Food Rescue US, Norwalk, CT	2012-present
Director of Special Projects	
• Guide operational and growth strategy of national food rescue platform through the capture and analysis of monthly performance metrics.	
Wilson Point Beach Incorporated, Norwalk, CT	2012-present
Board of Directors - President	2013-present
Board of Directors - Grounds Chair	2012
Wilson Point Property Owners Association, Norwalk, CT	2013-present
Board of Directors	
The Maritime Aquarium, Norwalk, CT	2012-2015
Board of Directors - Auction Chair, Red Apple annual fundraiser event	
Rowayton Civic Association, Rowayton, CT	2006-2010
Board of Directors - President	2008-2010
• Initiated and implemented change of tax status to become a 501c3 organization • Centralized marketing strategy and logistics	
Board of Directors – Newsletter Editor	2006-2008
• Managed complete redesign of “Currents” resident newsletter	
Norwalk Yacht Club, Norwalk, CT	2000–2007
Board of Directors - Website Chair	2003–2007
• Led revamp of website design and content to better align with audience	
Board of Directors - Flag Officer/Secretary	2000–2002
New Canaan Country School, New Canaan, CT	2004-2007
PTA Executive Council – Vice President, Community Relations	
Stepping Stones Museum for Children, Norwalk, CT	1997–2004
Development Editor – wrote Grant Applications, Annual Report, Case Statement, and monthly Newsletter	

WORK EXPERIENCE

AmeriCares, Stamford, CT 1992-1994, 2006-2008, 2011-2012

Project Manager and Editor, Standard Operating Procedures 2006-2008, 2011-2012

- Created and managed organization-wide program for developing and writing standard operating procedures

Project Coordinator, HomeFront Program 1992-1994

- Coordinated all aspects of project support for the annual HomeFront Program, including soliciting local companies for participation

The Rockport Company, Marlboro, MA 1990-1992

Product Director, Women's Footwear 1991-1992

- Repositioned product line and brand to successfully appeal to a more active audience

Product Manager, Women's Footwear 1990-1991

Reebok International, Stoughton, MA 1987-1990

Brand Manager, Casual Footwear

- Launched new product category. Found market opportunities, built product lines, and led marketing strategies

Product Development Manager, Children's Footwear

- Managed design and production of Reebok Children's and Infants' product lines

Retail Promotions Manager

- Developed and implemented consumer and trade promotions for all categories of Reebok footwear

SAIL Magazine, Boston, MA 1978-1987

Advertising Promotions Manager

- Created trade advertising campaigns, marketing materials, direct mail programs and sales incentive programs to support advertising sales force

EDUCATION

Trinity College, Hartford, CT

B.A. Psychology

Connecticut Teacher Certification, Secondary School English

PERSONAL INTERESTS

Boating on Long Island Sound, Outdoor sports and recreation, Travel, Family time

John Thomas Pinto, Ph.D.
35 Winfield Court
East Norwalk, Connecticut 06855
203/853-3493

Professional Appointments

- 2004 – Present Senior Research Scientist, Cornell-Burke Medical Research Institute, White Plains, New York 10605
Responsibilities: Management and supervision of research laboratory, coordination of research projects, training of Clinical/Basic Science Research Fellows.
Expertise: Prostate/Breast/Colon Cancer and Oxidative stress; Drug, Herb and Nutrient Interactions; Chemopreventive Agents; Antioxidant Metabolism; Metabolism and toxicities of phytochemicals & environmental toxins.
- 2001 – Present New York Medical College, Department of Medicine
 Valhalla, New York 10595
 Adjunct Professor of Medicine
- 2001- 2004 Institute for Cancer Prevention (*formerly, The American Health Foundation*) Valhalla, New York 10595
 Scientist; Director, Nutrition Research Laboratory; Associate Program Director, Clinical Nutrition Research Unit of the Institute for Cancer Prevention, Memorial Sloan-Kettering Cancer Center, Weill Medical College of Cornell University, and Rockefeller University
- 1992-2001 Weill Medical College of Cornell University, New York, New York 10021. Department of Medicine,
 Associate Research Professor of Biochemistry in Medicine.
- 1986-2001 Memorial Sloan-Kettering Cancer Center, New York, New York 10021.
 Director, Nutrition Research Laboratory;
 Associate Laboratory Member, Molecular Pharmacology and Therapeutics.
- 1980-2001 Memorial Sloan-Kettering Cancer Center, Weill Medical College of Cornell University, and The Rockefeller University, New York, New York 10021.
 Associate Program Director of the Clinical Nutrition Research Unit
Responsibilities: CNRU Research Coordinator and Chairperson, Pilot Studies Review Committee and Inter-institutional Collaborative Research Program; Placement and project coordination of Research and Clinical Fellows; Chairperson, Pilot Study Review Committee; Scientific Review Board, Nutrition Information Center, Garlic Information Center, Magnesium Information Center.
- 1980-1986 Memorial Sloan-Kettering Cancer Center, New York, New York 10021.
 Assistant Member, Molecular Pharmacology and Therapeutics.
- 1976-1979 Columbia University College of Physicians and Surgeons, New York, New York 10032. Department of Medicine and Institute of Human Nutrition,
 Research Associate and Staff Associate.

Faculty Appointments

- 1997-Present: Columbia University, Teachers College, New York, New York 10032.
 Adjunct Professor.
- 1992-Present: University of New Haven, West Haven, Connecticut 06516

1979-Present: Adjunct Professor of Biology, Bio/Nutrition Program.
Columbia University, Institute of Human Nutrition, New York, New York 10032
Distinguished Lecturer.

1983-1997: New York Medical College Valhalla, New York 10595
Distinguished Lecturer, Graduate School of Health Sciences. (*Program in Nutrition was discontinued in 1997*)

1981-1992: University of Bridgeport, Bridgeport, Connecticut 06601.
Associate Professor of Biology, Bio/Nutrition Program.

1980-1987: New York University, New York, New York 10003. School of Education, Health, Nursing, and Arts Professions.
Assistant Professor of Nutrition

Education/Training

1974-1976 Columbia University College of Physicians and Surgeons, New York, New York 10032. Department of Medicine and The Institute of Human Nutrition,
Post-Doctoral Fellowship, Biochemical Nutrition.

1969-1974 University Of Medicine and Dentistry of New Jersey Newark, New Jersey 07103.
Department of Biochemistry,
Ph.D., Biochemistry

1964-1968 Saint John Fisher College
Rochester, New York 14618.
Department of Chemistry, Bachelor of Science, Chemistry

Patents

2003 Prostate-Specific Membrane Antigen and uses thereof;
patent number: 6569432; issued 5/27/2003

Honors and Awards

2002: Co-author of project that won "Best Poster Award" in the Graduate Student Poster Presentation Competition at the Annual Conference of the American Institute for Cancer Research (AICR) and World Cancer Research Fund (WCRF.) July 12th, 2002.
Competition was among Graduate Student presentations.

1993 Co-author of project that won First Prize at the Otolaryngology Residents Research Conference sponsored by the New York Academy of Medicine, May 1993.
Competition was among 10 Residency Programs in the New York Metropolitan area.

1986 Co-author of project that won the **Clinical Nutrition Fellowship Award**, sponsored by the American Society for Clinical Nutrition, 1986. (*Only two national awards given annually*).

1980-1983 **Future Leader's Award**, The Nutrition Foundation.

1979 Co-author of project that won **Medical Student Research in Clinical Nutrition Award**, sponsored by the American Society for Clinical Nutrition, 1979 (*one award nationally*).

1974-1976 National Institutes of Health, Post-doctoral Fellow, Columbia University, New York, New York 10032.

1969-1971 National Institutes of Health, Pre-doctoral Fellow, University of Medicine and Dentistry of New Jersey, Newark, New Jersey 07103.

PUBLICATIONS (Representative articles from 2001 to present)

CHAPTERS IN BOOKS (7 book chapters) (Representative articles from 2001 to present):

Rivlin RS and Pinto JT. Riboflavin. IN: Handbook of the Vitamins. Nutritional, Biochemical, and Clinical Aspects. Rucker R., Suttie J.W., McCormick D.M., and Machlin, L.J., eds. (New York, Marcel Dekker, Inc., Third Edition) Chapter 7: pp 255-274, 2001.

Pinto JT, Lapsia S, Shah A, Santiago H, and Kim G. Antiproliferative effects of garlic-derived and other allium related compounds. IN: Nutrition and Cancer Prevention: New Insights into the Role of Phytochemicals: Advances in Experimental Medicine and Biology, Vol. 492; V.L.W. Go, Ed., Kluwer Academic Publishers, Chapter: 8; pp. 83-106, 2001

JOURNAL ARTICLES (77 peer reviewed articles) (Representative articles from 2001 to present)

Shirin H, Pinto J, Liu L, Merzianu M, Sordillo EM and Moss SF. Helicobacter pylorus decreases gastric mucosal reduced glutathione. Cancer Letters, 164: 127-133, 2001.

Pinto JT and Rivlin RS. Antiproliferative effects of allium derivatives. J Nutr., 131:1058s-1060s, 2001.

Bacich DJ, Pinto JT, Tong W, and Heston WDW. Cloning, expression and genomic localization and glutamyl carboxypeptidase: Activities of the murine homologue of prostate specific membrane antigen/NAALADase. Mammalian Genome 12(2):117-123, 2001.

Shirin H, Pinto JT, Kawabata Y, Soh JW, Delohery T, Moss SF, Murty V, Rivlin RS, Holt PR and Weinstein IB. Antiproliferative effects of S-allylmercaptocysteine on colon cancer cells, when tested alone or in combination with sulindac sulfide. Cancer Research, 61(2):725-731, 2001.

Shirin H, Pinto JT, Moss SF. Influence of clinical factors, drug use, and food intake on the glutathione system. Gut, 52(1): 154-5, 2003.

Wolchok JD, Williams L, Pinto JT, Fleisher M, Krown SE, Hwu W-J, Livingston PO, Chang C and Chapman PB. Phase I trial of high dose paracetamol and carmustine in patients with metastatic melanoma. Melanoma Research 13: 189-196, 2003.

Joe AK, Liu H, Xiao D, Soh JW, Pinto JT, Beer DG, Piazza GA, Thompson WJ, Weinstein IB. Exisulind and CP248 induce growth inhibition and apoptosis in human esophageal adenocarcinoma and squamous carcinoma cells. J Exp Ther Oncol 3: 83-94, 2003.

Xiao D, Pinto JT, Soh JW, Deguchi A, Gundersen GG, Palazzo AF, Yoon JT, Shirin H, Weinstein IB. Induction of apoptosis by the garlic-derived S-allylmercaptocysteine (SAMC) is associated with microtubule depolymerization and c-jun NH₂-terminal kinase 1 activation. Cancer Res 63: 6825-6837, 2003.

Xiao D, Pinto JT, Gundersen GG and Weinstein IB. Effects of a series of organosulfur compounds on mitotic arrest and induction of apoptosis in colon cancer cells. Mol Cancer Ther. 4:1388-1398, 2005.

- Cooper AJL and Pinto JT. Aminotransferase, L-amino acid oxidase and β -lyase reactions involving L-cysteine S-conjugates found in allium extracts. Relevance to biological activity? Biochem. Pharmacol., 69(2):209-220. 2005
- Pinto JT, Van Raamsdonk JM, Leavitt BR, Hayden MR, Jeitner TM, Thaler HT, Krasnikov BF, and Cooper AJL. Treatment of YAC128 mice and their wild-type littermates with cystamine does not lead to its accumulation in plasma or brain: implications for the treatment of Huntington disease. J Neurochem. 94(4):1087-101. 2005. Epub 2005 Jun 30.
- Huang Z, Pinto JT, Deng H, Richie JP, Jr. Inhibition of caspase-3 activity and activation by protein glutathiolation. Biochem J. In Press, 2005.
- El-Bayoumy K, Sinha R, Pinto JT, and Rivlin RS. Cancer Chemoprevention by garlic and garlic-containing sulfur and selenium compounds. J. Nutr. In Press, 2005
- Pinto JT, Krasnikov BF, and Cooper AL. Antiproliferative effects of garlic and its potential chemopreventive activity. J. Nutr. In Press, 2005.
- Cooper A.J.L. and Pinto, J.T. Cysteine S-conjugate β -lyases. Amino Acids, In Press, 2005.
- Weston, R. E., Weston, P. J., Carolina, D.S., Lepore, S.J. and Pinto, J., T. Evaluation of a Prostate Cancer Computer Assisted Instructional Model for Communities of African Descent. Stress, Trauma and Crisis: An International Journal. In Press. 2005
- Pinto JT, Sinha R, Papp K, Desai D, and El-Bayoumy K. Differential effects of naturally-occurring and synthetic organoselenium compounds on biomarkers in androgen-responsive and non-responsive human prostate carcinoma cells. Submitted to: Carcinogenesis, 2005
- Huang Z, Komninou D., Kleinman W., Pinto JT, Gilhooly E., Calcognotto A, and Richie JP. Jr. Enhanced levels of glutathione and protein glutathiolation in rat tongue epithelium during 4-NQO-induced carcinogenesis. Submitted to: Carcinogenesis, 2005
- Huang Z, Pinto JT, Deng H, Dai W. and Richie JP. Jr. Induction of caspase-3 glutathiolation during 4-nitroquinoline-N-oxide-induced tongue carcinogenesis in the rat. In preparation, 2005.
- Sinha, R., Pinto, J.T., Baatz, J.E. and El-Bayoumy, K. Proteomic approach to elucidate targets for selenium in prostate cancer prevention. (Manuscript in preparation. 2005).
- Zhang, L., Cooper, A.J.L., Krasnikov, B.F., Xu, H., Bubber, P., Pinto, J.T., Gibson, G.E., Hanigan, M.H. Cisplatin-induced toxicity is associated with platinum deposition in mouse kidney mitochondria in vivo and with selective inactivation of α -ketoglutarate dehydrogenase complex in LLC-PK₁ cells. (Manuscript in preparation. 2005).

ABSTRACTS AND PRESENTATIONS AT NATIONAL MEETINGS (96 invited presentations)
(Representative articles from 2001 to Present)

- Xiao D, Yoon JT, Palazzo A, Gundersen GG, Pinto JT, Shirin H, and Weinstein IB. Antiproliferative Effects of Garlic-Derived S-Allylmercaptocysteine (SAMC) are Associated with Microtubule Depolymerization. Presented at the 93rd Annual Meeting of the American Association of Cancer Research, San Francisco, CA. April 6 - 10, 2002.
- Xiao D, Pinto JT, Palazzo A, Gundersen GG, Shirin H, and Weinstein IB. The garlic-derived compound S-allylmercaptocysteine (SAMC) induces apoptosis in human colon cancer cells by causing microtubule depolymerization and activation of JNK1 and caspase-3 signaling. Presented at the Annual Meeting of American Institute for Cancer Research. Washington, D.C., July 11-12, 2002.
- Xiao D, Pinto JT, Palazzo A, Gundersen GG, Shirin H, and Weinstein IB. The garlic-derived compound S-allylmercaptocysteine (SAMC) induces apoptosis by causing microtubule depolymerization and JNK1 activation. Submitted to Annual Meeting Experimental Biology 2003, April 11-15, in San Diego, CA. Abstract Number 2794.
- Co-author of project that won "Best Poster Award" in the Graduate Student Poster Presentation Competition at the Annual Conference of the American Institute for Cancer Research (AICR) and World Cancer Research Fund (WCRF.) July 12th, 2002. Competition was among Graduate Student presentations.***
- Pinto J, Papp K, Desai D, Boyiri T, and El-Bayoumy K. Natural and synthetic organoselenium compounds exhibit differential effects on androgen responsive (AR+) and non-responsive (AR-) human prostate cancer cells. 94th Annual Meeting American Association for Cancer Research April 5-9, 2003, in Toronto, Ontario, CAN.
- Sinha, R., Pinto, J.T., Baatz, J.E., Gattoni-Celli, S., Desai, D., Nixon, D.W. and El-Bayoumy, K. A Cellular and molecular targets for prostate cancer prevention by natural and synthetic organoselenium compounds. Second International Conference on Frontiers in Cancer Prevention Research, Phoenix, AZ. October 26 - 30, 2003.
- Sinha, R., Pinto, J.T., Baatz, J.E., Gattoni-Celli, S., Desai, D., Nixon, D.W. and El-Bayoumy, K. A proteomic approach to elucidate targets for selenium in prostate cancer prevention. 95th Annual Meeting of American Association for Cancer Research, Orlando, FL. March 27-31, 2004. Abstract 5222
- Xiao D, Pinto JT, Gundersen GG, and Weinstein IB. Effects of garlic-derived organosulfur compounds on cell proliferation, metaphase arrest and microtubule depolymerization in SW480 human colon cancer cells. Annual Meeting of the American Association for Cancer Research, March 27-31, 2004, Orlando, FL Abstract 2236.
- Huang Z, Komninou D, Pinto J, Richie, JP Jr. Regulation of caspase activity by glutathiolation. Annual Meeting of the American Association for Cancer Research 45, March 27-31, 2004, Orlando, FL Abstract 5181
- Cooper AJL, Krasnikov BF, Pinto J. γ Cystathionase catalyzes β elimination reactions with cysteine S-

conjugates found in garlic extracts and may potentiate their chemopreventive activity. Annual Meeting of the Federation of American Societies for Experimental Biology. June 12-16, 2004 Boston, MA.

Sinha, R., Pinto, J.T., Baatz, J.E., Desai, D., El-Bayoumy, K. Cofilin-2 (Cfln-2) and Heterogenous nuclear ribonucleoprotein (HnRNP) as potential redox-sensitive target proteins of selenium in prostate cancer prevention. 96th Annual Meeting of American Association for Cancer Research, Anaheim, CA. April 16-20, 2005.

El-Bayoumy, K., R. Sinha, Pinto, J. and Rivlin, R. Cancer chemoprevention by garlic and garlic containing selenium and sulfur compounds. Symposium: Significance of Garlic and its Constituents in Cancer and Cardiovascular Disease. Georgetown University, Washington, D.C. April 9-11, 2005

Pinto JT, Krasnikov BF, and Cooper AL. Antiproliferative effects of garlic and its potential chemopreventive activity. Symposium: Significance of Garlic and its Constituents in Cancer and Cardiovascular Disease. Georgetown University, Washington, D.C. April 9-11, 2005

Cooper AJ, Krasnikov BF, Pinto JT, Van Raamsdonk JM, Hayden MR, Leavitt BR, Jeitner TM Transglutaminases In Huntington Disease (Hd). .

Cho S., Szeto H.H., Kim H.J., and Pinto J. A cell permeable antioxidant peptide SS31 attenuates CD36-mediated ischemic injury via normalizing redox state. 35th Annual Meeting Society of Neuroscience, 2005. Washington, D.C. November 12-16, 2005.

Weston, R.E., Weston, P.J., Lang, M.A., Thomas, R.I., Cardwell, J., Carolina, D.S., Gordon, A.P., Lepore, S.J., Pinto, J.T. *Use of Computer Assisted Instructional Tools to Disseminate Health Messages to Communities of Color*. Poster Session Ninth Annual Faculty Day Conference at Brooklyn College. 2005, Brooklyn, New York.

**City of Norwalk Recreation & Parks Department
Facility Rental Event Application Form**

VILA
②

PLEASE PRINT

ORGANIZATION NAME: Triangle Community Center PERSONAL/FAMILY COMPANY/BUSINESS
NON-PROFIT (501C3) Yes ☒ No ☐
NAME OF BENEFICIARY: Triangle Community Center Is this an Annual Event: Yes ☒ No ☐ # of years 20
NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Edson Rivas TITLE: Executive Director
YOUR NAME: Sydney Henck TITLE: Director of Programming
ADDRESS: 650 West Ave. E-MAIL ADDRESS: Sydney@ctpridecenter.org
CITY: Norwalk STATE: CT ZIP CODE: 06850
HOME PHONE: _____ BUSINESS PHONE: 203-853-0608 CELL: _____

FACILITY REQUESTED: Mathews Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS: 7,000
EVENT: Pride in the Park DATE REQUESTED: June 11th 2022
SET UP TIME: 8am STARTING TIME: 12pm BREAKDOWN TIME: 8pm END TIME: 9pm RAIN DATE: _____
(RAIN DATE FOR BEACH RENTALS ONLY)

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

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☐ NO ☒ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☒ NO ☐

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

YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐

BEACH PERMITS ONLY:

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

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

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: [Signature] DATE: 11/15/21

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

**City of Norwalk Recreation & Parks Department
Facility Rental Event Application Form**

②

PLEASE PRINT

ORGANIZATION NAME Norwalk Seaport Assoc. PERSONAL/FAMILY COMPANY/BUSINESS
NON-PROFIT (501C3) ☒ Yes ☐ No

NAME OF BENEFICIARY Norwalk Seaport Assoc. Is this an Annual Event? ☒ Yes ☐ No # of years 44

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Mike Reilly TITLE Pres.

YOUR NAME: Jerry Ton TITLE: Business Mgr.

ADDRESS: 213 Liberty Sq. E-MAIL ADDRESS: jerry.ton@seaport.org

CITY: Norwalk STATE: CT ZIP CODE: 06855

HOME PHONE: — BUSINESS PHONE: 203 838 9444 CELL: 203 858 3257

FACILITY REQUESTED Veterans Patch FACILITY & EVENT INFORMATION # OF PARTICIPANTS 40,000

EVENT: Oyster Festival DATE REQUESTED Sept 9, 10, 11 - 2022

SET UP TIME Aug 19, 2022 STARTING TIME: Sept 30, 2022 BREAKDOWN TIME: — END TIME: — RAIN DATE: NONE

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐
(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: —

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO; ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC. REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

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

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

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: Jerry Ton

DATE: JAN 5, 2022

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: — YES ☐ NO ☐ N/A ☐
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: — YES ☐ NO ☐ N/A ☐

SEAPORT™

ASSOCIATION

Keepers of Sheffield Island Lighthouse

2022 OFFICERS

Mike Reilly
President

Richard McQuaid
Vice President

Maureen Bonenfant
Secretary

Gerald Rabin
Treasurer

TRUSTEES

Linda Cappello

Charles M. Chinzi

Bruce Cross

Steve DeMarco, Sr.

Jim Erotopoulos

Donna Ferguson

James Ferguson

James Madden

Urban Mulvehill, Jr.

Urban Mulvehill III

Jeremy Rubino

Emanuel Santa-Donato

Lillian Santa-Donato

Jonathan Small

Jeffrey Soule

Andrew Thane

Gerald B. Toni
Business Manager

A 501 (c) 3 nonprofit

Mr. Ken Hughes
Recreation and Parks Department
City of Norwalk
125 East Avenue
Norwalk, CT 06851

January 7, 2022

Dear Ken:

On behalf of the Norwalk Seaport Association, Inc., this letter is to request permission to use Veteran's Park in East Norwalk for the 2022 Oyster Festival. Specifically, we request access to the park for setup beginning Friday, August 19, 2022. As in the past, we will vacate the Park no later than Friday, September 30, 2022.

The dates and times of the Festival are:

Friday, September 9, 2022

6:00 PM – 11:00 PM

Saturday, September 10, 2022

11:00 AM – 11:00 PM

Sunday, September 11, 2022

11:00 AM – 8:00 PM

Proposed admission prices (subject to change):

General Admission	\$12.00
Seniors (65+)	\$10.00
Children (to age 12)	\$ 6.00
Advance Tickets	\$12.00

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SEAPORT™

ASSOCIATION

Keepers of Sheffield Island Lighthouse

In addition to the above, we are requesting the following items be included in the contract for this year's event:

2022 OFFICERS

Mike Reilly
President

Richard McQuaid
Vice President

Maureen Bonenfant
Secretary

Gerald Rabin
Treasurer

TRUSTEES

Linda Cappello

Charles M. Chinzi

Bruce Cross

Steve DeMarco, Sr.

Jim Erotopoulos

Donna Ferguson

James Ferguson

James Madden

Urban Mulvehill, Jr.

Urban Mulvehill III

Jeremy Rubino

Emanuel Santa-Donato

Lillian Santa-Donato

Jonathan Small

Jeffrey Soule

Andrew Thane

Gerald B. Toni
Business Manager

A 501 (c) 3 nonprofit

1. The following parking lots be open and available to residents and nonresidents at no charge for the Oyster Festival on the dates noted:

- Calf Pasture Paved Parking Lots – September 9, 10, 11, 2022
- Brien McMahon High School – September 9, 10, 11, 2022
- City Hall – September 9, 10, 2022 (Reserved for Oyster Festival Parking Only)

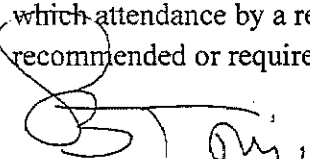
2. Use of the show mobile for September 9, 10, 11, 2022 – Delivery / Set-up by Sept. 7, 2022

3. That during the period of August 19th through September 30, 2022, except for emergencies, the city refrains from conducting any major maintenance/construction projects that will affect Oyster Festival operations.

4. Unrestricted use of men's and lady's room.

5. Public trash cans will remain in place and serviced by the city except for the period of September 9th through September 13th at which time they will be serviced by the Oyster Festival. We ask that you place this request on the February 2022 Recreation and Parks Committee meeting for discussion and approval. If you have questions or need additional information, please call.

The P&R Facility Rental Application is included. Please advise us of any meetings at which attendance by a representative of the Norwalk Seaport Association is recommended or required.


Gerald B. Toni, Business Manager

January 7, 2022

pg. 2/2

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

1. Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
2. Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine
3. The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property.
4. The Renter may bring the following in or onto the Premises:

*Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall

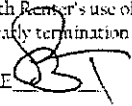
*Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event

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

* Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length

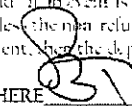
*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals

5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.

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6. Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon
7. ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION
8. The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit
9. The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

10. CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded

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FEES: Facility Rental: _____ Custodial: _____

The total fee for your use of the Premises is \$ _____ based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date

(Please Print)

APPLICANT'S NAME:

Gerald B. Toni

(Signature Required)

APPLICANT'S SIGNATURE:

G. Toni, Bus Mgr.

DATE:

1/5/2022

(Please Print)

WITNESS NAME:

Mike Reilly

(Signature Required)

WITNESS SIGNATURE:

M. Reilly

DATE:

1/5/2022

MAIL TO:
NORWALK RECREATION AND PARKS DEPARTMENT
NORWALK CITY HALL
ATTN: REBECCA KOVACS
125 EAST AVENUE
NORWALK, CT 06831
PHONE: 203-854-7806 FAX: 203-854-7869 Please see reverse

CONTRACT FOR RENTAL PROPERTIES IN THE CITY OF NORWALK

THIS APPLICATION / CONTRACT MUST BE COMPLETED FOR EACH EVENT AND RETURNED TO RECREATION & PARKS DEPARTMENT WITH PAYMENT OF APPLICABLE DEPOSIT FEES IN ORDER TO CONFIRM THE DATE. THE SECURITY DEPOSIT MUST BE PAID PRIOR TO THE EVENT. FAILURE TO ABIDE MAY JEOPARDIZE RENTAL.

I. VENUE INFORMATION

NAME OF
GROUP/ORGANIZATION
(To be referred to as "the RENTER")

Norwalk Seaport Assoc.

ADDRESS, PHONE NUMBER OF CONTACT PERSON FOR GROUP:

Jerry Tom - 203-838-9444
213 Liberty Sq. Norwalk 06855

EVENT VENUE OPTIONS:

Use of (please check one):

- ☐ Bunkhouse
- ☐ Bunkhouse Pavilion 2
- ☐ Calf Pasture Event Area 1
- ☐ Calf Pasture Event Area 2
- ☐ Cranbury Park
- ☐ Cranbury Park - Gallaher Mansion (Nothing may be thrown i.e. rice, confetti, balloons during or after the event)
- ☐ Cranbury Park Pavilion 1
- ☐ Mathews Park
- ☐ Oyster Shell Park
- ☐ Shady Beach
- ☐ Showmobile
- ☒ Veterans Park
- ☐ Other _____

The areas for which access is being granted are referred to as the "SITE." The SITE shall consist of the parking lot area adjacent to the venue.

Live flames of any kind, including candles, sparklers, Tiki torches, fire pits, etc., are strictly prohibited in every park in the City including Gallaher Mansion for any events including weddings. Propane grills/ovens may only be set up on the concrete area next to the Mansion garage. Cooking of ANY kind is strictly prohibited on the grass, great lawn or any other space which surrounds the Mansion.

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

Gallaher's Mansion at Cranbury Park	\$1,500	Cranbury Park > 100	\$1000
Bunkhouse	\$1500	Cranbury Park Pavilion > 100	\$1000
Fodor Farm Barn	\$1500	Mathews Park > 100	\$1000
		Oyster Shell Park > 100	\$1000
		Veteran's Park > 100	\$1000

(Fees are subject to change on an annual basis)

SECURITY DEPOSIT _____

Separate arrangements for a police / security officer MUST be made with the Norwalk Police Department if attendance is expected to be 200 people or more for all events including weddings. (All expenses related to such Officer must be paid to Norwalk Police Department following event - Telephone # 203-854 3023)

RENTAL AGREEMENT
TERMS AND REQUIREMENTS

- 1 In consideration of RENTER agreeing to pay the user fee of _____, and having agreed to the terms and conditions set forth herein, the CITY hereby grants permission to the RENTER to utilize _____, (hereinafter the SITE) for the purpose of holding the EVENT described on the attached application, (hereinafter the EVENT) in compliance with all requirements, rules and regulations of the CITY
- 2 The RENTER is permitted to use the SITE solely for purposes of the EVENT on the date(s) and time(s) set out on the application page. Such use must conform to all requirements of this agreement
- 3 The RENTER agrees to pay in full all charges due under this Agreement 45 days prior to the date of the EVENT, in accordance with the payment schedule set forth herein

RENTAL FEES

o Bunkhouse	\$600/Hour 3 Hour Minimum \$100/Each Additional Hour
o Bunkhouse Pavilion II	\$400/Day
o Calf Pasture Pavilion 1	\$450 - 4 Hours \$675 - 9 Hours
o Calf Pasture Pavilion 2	\$450 - 4 Hours \$675 - 9 Hours
o Calf Pasture Beach	\$650 and up
o Cranbury Park	\$650 and up
o Cranbury Park - Gallaher Mansion*	\$3000 - 5 Hours \$4500 9 Hours \$450/Each Additional Hour
o Cranbury Park Pavilion I	\$450/Day
o Fodor Farm Barn	\$600/Hour 3 Hour Minimum \$100/Each Additional Hour
o Fodor Farm Pavilion	\$350/Day
o Mathews Park	\$300 - \$2500+ (rate varies according to number of people)
o Oyster Shell Park	\$300 - \$2500+ (rate varies according to number of people)
o Shady Beach	\$300 - \$2500+ (rate varies according to number of people)
o Taylor Farm	\$300 - \$2500+ (rate varies according to number of people)
o Showmobile	\$700.00 Rental
	\$500.00 Rental (Norwalk based non-profit organizations)

Other

Showmobile Sept 7, 2022 - Sept 12, 2022
Delivery Pickup

* 10% Discount for Norwalk Residents

PLEASE NOTE: To receive the non profit rate, groups MUST provide copy of their CURRENT 501 c3 status

4. This shall include on site parking on the day of the EVENT for guests of the RENTER. The RENTER shall furnish sufficient personnel to manage the parking areas throughout the EVENT; shall adhere to and enforce all traffic and parking requirements of the CITY; and shall be fully responsible for the safety of all vehicles, their operators and passengers traveling along or parking on the Norwalk City Property in connection with the EVENT
5. The RENTER will provide, at its own expense, all equipment, staff and services necessary for its EVENT. The CITY has no responsibility for providing any equipment, personnel or services for the EVENT
6. The RENTER shall not assign this Agreement, nor permit any use of the SITE other than as is herein specified
7. The RENTER shall not:
 - Commit any nuisance on the SITE or do or permit to be done anything which may result in the creation or commission of a nuisance on the SITE
 - Allow or participate in any of the following: (1) activities related to the exposure or display for sale of any food, beverage, goods or wares on the SITE unless with the express, written permission of the Norwalk City Clerk; (2) the solicitation at the SITE of any contribution (except entry fees)
 - The display of any advertising for commercial purposes on the SITE at any time except for banners advertising the EVENT sponsors, which banners must be approved in writing by the Director of Recreation and Parks prior to installation at the SITE
8. The RENTER shall provide, at its expense, all reasonably necessary security, cleanup, garbage collection and removal services and shall be responsible for ensuring that the SITE is at all times maintained in a clean, orderly and safe condition. The RENTER is responsible for restoring the SITE and all surrounding areas at the conclusion of the EVENT. Representatives of the CITY shall inspect the SITE prior to the initial setup in order to establish the condition thereof and again, after the EVENT, in order to assess any resulting damage to the City's property. Following the EVENT, the RENTER shall restore (or cause to be restored) the SITE to the condition established at the initial inspection, ordinary wear and tear accepted. If the SITE, any portion thereof, or any surrounding area, is in any way damaged by the actions, omissions, default or negligence of the RENTER, its agents, employees, patrons, volunteers, guests, or any person admitted to the SITE by or with the knowledge of the RENTER, the RENTER shall be responsible to pay to the CITY, upon demand, such sums as may be necessary to restore the SITE to its condition immediately prior to RENTER's use. The RENTER agrees to provide a certified bank check made payable to the City of Norwalk in the amount of Fifteen Hundred Dollars (\$1,500.00), to insure the satisfactory clean up, restoration, and/or repair of the SITE and surrounding areas following the completion of the EVENT. A check will be promptly returned by the CITY following inspection of the SITE and approval of its condition.

9. The RENTER hereby assumes full responsibility for the character, acts and conduct of any and all persons admitted to the SITE by or with the consent of the RENTER or its employees, volunteers, agents, or any person acting for and on behalf of the RENTER. The RENTER agrees to have on SITE at all time, sufficient security to maintain order and protect all persons and property. If the expected attendance is to be 200 or more at any event, including weddings (200 is the maximum permitted at the Mansion) separate arrangements for security must be made with the Norwalk Police Department. All expenses related to such officer has to be paid directly to Norwalk Police Department - 203-854- 3023. The RENTER is responsible for taking any and all reasonable precautions necessary to ensure the safety of all persons coming into the SITE during its period of contracted use. The RENTER shall promptly notify the on-site staff member or the Director of the Recreation and Parks Department Office in writing (an email) of any physical defects impacting the safety of the SITE of which it is aware or should become aware of prior to or during its use. The RENTER is responsible for any damage to City property as a direct or indirect result of or in connection with the EVENT; and shall be responsible for making restitution to the City for any and all such damages based on the reasonable cost of restoration as determined by the City. Such restitution shall be due within thirty days following demand and may be deducted from the Security Deposit without the prior consent or permission of the RENTER.
10. The RENTER shall indemnify, defend, and save harmless the CITY OF NORWALK, and all of its officers, agents, and employees, from any and all suits, actions, claims, demands, financial losses and liabilities (including reasonable attorney's fees), of any character, name or description arising out of the RENTER's use of the SITE; or on account of any act or omission, neglect, default or misconduct of the RENTER, its agents, officers, employees, volunteers, guests, invitees or any other person on the SITE with RENTER's permission or authorization. The provisions of this paragraph shall not be limited by the insurance coverage provided hereunder, shall be separate and independent of any other condition or requirement stated herein, and shall survive the termination or expiration of this Agreement.
11. The RENTER shall release and hold harmless the CITY from any and all liability, damages of any nature and claims that may arise directly or indirectly in connection with or as a result of the EVENT, regardless of whether caused by vendors or any individuals and/or entities participating in the EVENT or anyone directly or indirectly employed by or acting as an agent, volunteer or employee, on behalf of any of them or by anyone for whose actions or omission any of such actors, including RENTER, are or may be liable. RENTER is solely responsible for the conduct of the EVENT and for all actions undertaken by participants of the EVENT, and agrees not to look to the CITY in terms of any claim or liability arising out of the conduct of the EVENT except to the extent of any negligence or willful misconduct of any CITY employee. The City is not responsible for damage to or loss of RENTER's property or that of RENTER's licensees, invitees, agents and guests.

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

All items necessary to Festival

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

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

14. If Alcoholic Beverages are being Served or Sold:

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

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

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

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

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

15. The City may revoke this permit and any or all privileges hereby granted at any time if the RENTER fails to abide by the terms and requirements of this permit or breaches any obligation or responsibility hereunder or if the CITY makes a determination that revoking this permit would be in its best interests. Effective upon revocation.

- 16 Miscellaneous: No amendment of the Agreement shall be effective unless agreed to in writing by both parties. In the event that any provision of this Agreement shall be held invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect. The Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind.

The undersigned hereby represents the following:

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

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

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

RENTER

By: Mike Reilly, President
NAME: Mike Reilly
DATE: JAN 5, 2022

SCHEDULE "B"

INSURANCE RIDER

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

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

ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION

Minimum Scope and Limits of Insurance:

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

Liquor Liability: Whenever liquor will be served at an EVENT or on the SITE, RENTER shall carry a policy providing a minimum of one million dollars coverage for damages arising out of bodily injury and property damage imposed on the Renter as a result or by reason of the selling, serving or furnishing of any alcoholic beverage.

Host Liquor Liability should be purchased with a minimum of one million dollars coverage for organizations not in the business of manufacturing, distributing, selling or furnishing alcoholic beverages.

License/ Permit: If alcoholic beverages are being sold, then a Liquor license should be purchased.

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

'Tail' Coverage: If any of the required liability insurance is on "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. RENTER 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, RENTER 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 RENTER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the RENTER shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the RENTER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the RENTER.

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

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

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

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

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

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

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

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

②

PLEASE PRINT

ORGANIZATION NAME: The Leukemia & Lymphoma Society PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☐ NON-PROFIT (501C3) Yes ☒ No ☐

NAME OF BENEFICIARY: _____ Is this an Annual Event: Yes ☒ No ☐ # of years _____

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: LORI GLOWACKI TITLE: Executive Director

YOUR NAME: Debbie Griggs TITLE: Sr. Director, Events

ADDRESS: 1843 International Drive E MAIL ADDRESS: debbie-griggs@lls.org

CITY: Rye Brook STATE: NY ZIP CODE: 10573

HOME PHONE: _____ BUSINESS PHONE: 845 406 4875 CELL: 917-678-7182

FACILITY REQUESTED: Pole Pasture & Taylor Farm Parking FACILITY & EVENT INFORMATION # OF PARTICIPANTS 1000
EVENT: LLS Light the Night DATE REQUESTED: 10/8/22 setup 10/7

SET UP TIME: 8am STARTING TIME: 10/8 BREAKDOWN TIME: 10/8 END TIME: 11:59pm RAIN DATE: none
10/7 5pm evening (RAIN DATE FOR BEACH RENTALS ONLY)

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

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANEURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☒ NAME: _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, I.E. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

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

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

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

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

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

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

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

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: Debbie Griggs DATE: 2/1/22

OFFICE USE ONLY

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

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

4

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 220125001

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2022	F-550 Reg Cab 4x4 (F5H), 145" Wheelbase - 60" CA	\$ 34,780.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	\$ -
3	99N	7.3L 2V Gas DEVCT NA PFI V8 - Horsepower 350 @ 3,900 RPM, Torque 468 lb/ft @ 3,900 RPM	\$ -
4	44G-73	TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery	\$ -
5	145-RC	Regular Cab - Cab to Axle 60" 145" wheelbase	\$ -
6	68U	19,000 Lb GVW	\$ 815.00
7	TGM	Trac Tires	\$ 190.00
8	X8L	4.88:1 Limited Slip Rear Axle	\$ 360.00
9	90L	Power Equipment Group (90L) • Accessory delay • Integrated Key • Manual telescoping trailer tow mirrors with power • Perimeter Anti-Theft Alarm • Power front side windows with one-touch-up/down • Power locks • Remote Keyless Entry System • Upgraded door trim panel	\$ 915.00
10	188	Molded Cab Steps	\$ 320.00
11	512	Spare Tire & Wheel	\$ 350.00
121	52B	Brake Controller	\$ 270.00
3	76C	Reverse Alarm	\$ 140.00
14	STD	One (1) spare key - 2 total	\$ -
15	STD	Dual Batteries	\$ -
16	67B	HD Alternator - 397 amp/hr	\$ 115.00
17	96V	XL Value Package	\$ 395.00
18	61L	Wheel Liners Front	\$ 180.00
19	63A	Utility Light	\$ 160.00
20	872	Back Up Camera Kit	\$ 415.00
21	43C	110 v / 400 w Inverter	\$ 175.00
22	41P	Skid Plates	\$ 100.00
23	473	Snow Plow Prep Package	\$ 250.00
24	PRJ	Stock Pool to Fleet	\$ 1,500.00
25			
Total Options per Contract Price (list price)			\$ 6,650.00
Total Factory Options Discount (6%)			\$ (399.00)
Total Options per Contract Price (net price)			\$ 6,251.00

Gengras Ford, LLC
225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Page 2

Quote Number: 220125001

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	SH Bodies	2.0	9' Dumping Rack Body with accessories as described on the following page	\$ 17,799.00
2	Other	2.0	Ziebart rustproof undercoating	\$ 699.00
3				\$ -
4				\$ -
5		0.0		\$ -
6		0.0		\$ -
Total Hours		4.0		
Total Aftermarket Options (list price)				\$ 18,498.00
Total Aftermarket Options Discount (20%)				\$ (3,699.60)
Total Hours x \$130 / hour rate				\$ 520.00
Total Net Aftermarket Options plus Total Labor				\$ 15,318.40

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
				\$ -
Total Trade In Allowance				\$ -

Comments:

Bailment pool pick up truck stock order placed by Gengras Ford. Chassis upfit is required before pool release to dealer.

Additional fees / Charges

State of CT Trade in Assessment (Note: Fee is payable to State of CT):		\$ -
Dealer Conveyance Fee (\$699.00)		\$ -
Registration Fee (estimated)		\$ -
DMV Inspection Fee (as required)		\$ -
Total Additional Fees		\$ -
Customer:	City of Norwalk	
FIN Code:	QQ243	
VIN:		
Total (per unit)		\$ 56,349.40
Quantity	1	
Grand Total (all)		\$ 56,349.40

SH TRUCK BODIES SH PB9600-09
9'6" PLATFORM BODY

STANDARD FEATURES – PLATFORM BODY W/PERMANENT HEADBOARD

***REQUIRES 60" CAB TO AXLE (CA)**

HD P.T. WOOD FLOOR

42" WELD-ON BULKHEAD WITH ¾" LED MARKER & CLEARANCE LIGHTS, SQUARE

BULKHEAD INCLUDES OPTIONAL TRIPLE SCREENED WINDOW DESIGN

3/8" X 2" HD TIE BAR RUB RAIL ON SIDES AND REAR

6" STRUCTURAL CHANNEL LONG SILLS

3" STRUCTURAL CROSSMEMBERS 12" ON CENTER

MUDFLAPS, CLEARANCE LIGHTS

ICC STEP/UNDER-RIDE

BODY PRIMED & PAINTED - BLACK URETHANE

COMPLETE & INSTALLED

\$8,053.00

OPTIONS & UPGRADES: (SELECT FROM LIST BELOW)

RACKS SETS & BULKHEADS:

☒ 42" HIGH STEEL RACK SET, 11GA, REMOVABLE, SIDES/REAR

\$2,260.00

FLOOR OPTIONS:

☒ 1/8" SMOOTH STEEL FLOOR

\$ NO CHARGE

TRAILER HITCH & MISC:

☒ HD TOW PLATE, (2) D-RINGS, 2" RECEIVER TUBE, 7 WIRE PLUG

\$1,193.00

☒ MOUNT FORD FACTORY PROVIDED BACK UP CAMERA KIT

\$200.00

☒ DOUBLE ACTING ELECTRIC OVER HYDRAULIC HOIST

\$5,033.00

INCLUDES BODY UP ALARM

☒ 4 CORNER AMBER WHELEN STROBES, WIRED TO UPFITTER SWITCH

\$1,060.00

(2) IN REAR FACING REAR

(2) IN GRILL FACING FORWARD

TOTAL MSRP WITH SELECTED OPTIONS –

\$17,799.00

**Gengras Ford, LLC**

225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: 220124001.1

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2022	F-250 Reg cab 4x4 (F2B) - 142" wheelbase	\$ 25,926.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	W6	Green gem	\$ 660.00
2	AS	Vinyl 40/20/40 Medium Earth Gray	\$ -
3	996	6.2L EFI V8 ENG	\$ -
4	44S	Six Speed Automatic	\$ -
5	18B	Cab Steps	\$ 320.00
6	86M	Medium-duty Battery	\$ 210.00
7	473	Snow Plow Prep	\$ 250.00
8	90L	Power Equipment Group (90L) • Accessory delay • Integrated Key • Manual telescoping trailer tow mirrors with power • Perimeter Anti-Theft Alarm • Power front side windows with one-touch-up/-down • Power locks • Remote Keyless Entry System • Upgraded door trim panel	\$ 1,125.00
9	66S	Upfitter Switches	\$ 165.00
10	52B	Brake Controller	\$ 270.00
11	67E	HD Alternator - 240 amp	\$ 85.00
12	X3E	3.73:1 Locking Rear Axle	\$ 390.00
13	TBM	AT Tires	\$ 165.00
14	592	Roof Clearance Lights	\$ 95.00
15	STD	Spare Key - One (1)	\$ -
16	66D	Bed delete	\$ (625.00)
17	512	Spare Tire & Wheel	\$ 295.00
18	872	Back Up camera kit	\$ 415.00
19	96V	XL Value Package	\$ 395.00
20	PRI	Stock Pool to Fleet	\$ 1,200.00
21			\$ -
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 5,415.00
Total Factory Options Discount (6%)			\$ (324.90)
Total Options per Contract Price (net price)			\$ 5,090.10

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Page 2

Quote Number: 220124001.1

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Reading Body	2.0	Reading service body and accessories as described on the following page	\$ 23,217.00
2	Boss Snow Plows	2.0	82 VXT Steel Blade with halogen lights and plow controlelr	\$ 9,500.00
3	Ziebart	2.0	Rustproofing complete underside of chassis and body	\$ 699.00
4	Ford Service	0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
	Total Hours	6.0		
				Total Aftermarket Options (list price) \$ 33,416.00
				Total Aftermarket Options Discount (20%) \$ (6,683.20)
				Total Hours x \$130 / hour rate \$ 780.00
				Total Net Aftermarket Options plus Total Labor \$ 27,512.80

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:

Bailment pool pick up truck stock order placed by Gengras Ford. Chassis upfit is required before pool release to dealer.

Additional fees / Charges

		State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
		Dealer Conveyance Fee (\$699.00)	\$ -
		Registration Fee (estimated)	\$ -
		DMV Inspection Fee (as required)	\$ -
		Total Additional Fees	\$ -
Customer:	City of Norwalk		
FIN Code:	QQ243		
VIN:			
		Total (per unit)	\$ 58,528.90
Quantity	1	Grand Total (all)	\$ 58,528.90

U98ASW CLASSIC II STEEL SERVICE BODY

SRW 56" C/A REQUIRED

STANDARD FEATURES--

BODY LENGTH: 98" BODY WIDTH: 77.5" UNDERSTRUCTURE: 5"
COMPARTMENT HEIGHT: 40" COMPARTMENT DEPTH: 14.5" LOAD FLOOR WIDTH: 48.5"
COMPLETE STAINLESS STEEL PADDLE LATCHES WITH ROTARY LOCKS
A60 GALVANNEALED STEEL, E-COAT IMERSION PRIMING SYSTEM
PATENTED HIDDEN HINGES WITH OVERLAPPING DOOR CONSTRUCTION
FLUSH MOUNT LED TAIL LIGHTS
(CUSTOMER MUST ALLOW FOR DEALER RE-FLASH OF VEHICLE MODULE FOR LED LIGHTS IF REQUIRED FOR RAPID FLASH)
NITROGEN GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS
FULLY PRIMED & UNDERCOATED UNDERSTRUCTURE
STANDARD SHELVEING & DIVIDERS
POOCHED REAR BUMPER
READING 6 YEAR LIMITED WARRANTY

COMPLETE, INSTALLED & DELIVERED

\$11,653.00

*INCLUDES FACTORY CAMERA REMOUNT (SEE OPTIONS BELOW FOR REVERSE SENSORS)

READING MANUFACTURER SURCHARGE

\$380.00

OPTIONS: (SELECT FROM LIST BELOW)

☒ PAINT EXTERIOR OF SERVICE BODY GEM GREEN TO MATCH CAB	\$3,333.00
☒ LINEX CARGO AREA WALLS AND FLOOR AND ACROSS TOP OF COMPARTMENTS	\$1,332.00
☒ EXTRA SHELF IN EACH REAR VERTICLE COMPARTMENT	\$174.00
☒ 4 CORNER AMBER LED LIGHTS, GRILL MOUNT & REAR MOUNT, WIRED TO SWITCH	\$1,060.00
☒ REMOVABLE OVERHEAD LADDER RACK, PAINTED TO MATCH 13730502	\$1,046.00
☒ SAFE-T-CONNECT LEXAN PLUG JUMP-START SETS	\$633.00
2G WIRE, 25' LONG, 4" LEADS, #5M4A	
☒ 5000W MODIFIED SINE WAVE INVERTER, EXTRA BATTERY	\$1,860.00
TRUCK TO HAVE HD ALTERNATOR, P/S FRONT COMPARTMENT	
4 BUILT IN 110V OUTLETS	
GP-BMK-25 BATTERY MONITOR KIT	
☐ REAR WHEEL SINGLE WHEEL MUDFLAPS	\$200.00
☒ ALUMINUM 4-DRAWER SLIDING TOOLBOX, D/S FRONT COMPARTMENT	\$1,546.00

TOTAL MSRP WITH SELECTED OPTIONS =

\$ 23,217.00



Temporary Prohibition of all Cannabis Establishments

Purpose

The purpose of this regulation, in accordance with the authority granted under Section 148 of Public Act No. 21-1 of the June 2021 Special Session, “An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis,” is to temporarily prohibit adult-use cannabis establishments in the City of Norwalk.

Definitions

“Cannabis” means marijuana, as defined in section 21a–240 of the general statutes;

“Cannabis Establishment” means a producer, dispensary facility, cultivator, micro-cultivator, retailer, hybrid retailer, food and beverage manufacturer, product manufacturer, product packager, delivery service or transporter, as those terms are defined in Section 1 of Public Act 21-1; and

“Connecticut State Regulation of Cannabis” means Section 148 of Public Act No. 21-1 of the June 2021 Special Session, An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis.

Prohibition

In accordance with the authority granted under Connecticut State Regulation of Cannabis, all Cannabis Establishments are prohibited in all zoning districts in the City of Norwalk for a period of 9 months.

Effective Date

This Chapter shall be effective 10 days following approval by the City of Norwalk’s Common Council.

§ 45-29. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

OUTDOOR DINING — Any outdoor cafe, eating area or Food Service Establishment.

PERSON – Any natural person, individual, company, corporation, limited liability company, partnership, association, syndicate, trust, joint venture, business, or other legal entity of any kind.

FOOD SERVICE ESTABLISHMENT – Any Person that prepares, offers, serves, or sells food and beverage directly to the consumer at a fixed location. It does not include mobile restaurants, food trucks, vending machines, a private residential dwelling in which food or beverage are prepared, or a food manufacturing establishment. This definition shall include any Person that holds a restaurant liquor license or a café liquor license from the State of Connecticut.

§ 45-30. Location restricted; permit and guidelines.

- A. A Food Service Establishment may be permitted to offer Outdoor Dining on private property, public property and/or the City's right-of-way in the City of Norwalk in accordance with the provisions of this chapter and the Outdoor Dining Guidelines and Standards, as amended from time to time. A copy of such Outdoor Dining Guidelines and Standards shall be made available on the City of Norwalk website or in the Office of Economic and Community Development.
- B. Outdoor Dining may be permitted with approval of the City. Outdoor Dining may be permitted on real property in the following locations: (1) directly adjacent to the Food Service Establishment, provided that if the Food Service Establishment does not own such real property it must obtain written permission from the owner of such property, and (2) City owned property, including but not limited to public parking spaces and the City's right-of-way, provided that the Food Service Establishment has the written permission of the City.
- C. Permit; Outdoor Dining Guidelines and Standards.
 - (1) Any Food Service Establishment proposing to operate

Outdoor Dining on private or public property in the City of Norwalk shall first obtain a permit from the Director of Planning and Zoning or his, her, or their designee pursuant to the Norwalk Zoning Regulations. Permits are renewed on an annual basis.

- (2) Outdoor Dining permits shall be issued for an annual operation period from April 1 through November 30.
- (3) For purpose of this chapter, Outdoor Dining shall be permitted to operate during regular business hours of the Food Service Establishment, but must end no later than 11:00 p.m.
- (4) The Director of Planning and Zoning or his, her, their designee, may deny a permit, decline to renew a permit or revoke a permit to operate Outdoor Dining if the proposed Food Service Establishment (a) violates any of the requirements governing Outdoor Dining set forth in this chapter, the Outdoor Dining Guidelines and Standards, or the terms of any permit issued pursuant thereto, (b) fails to correct any such violations when duly noticed, (c) is delinquent in taxes owed to the City, and/or (d) in the case of applications for a permit or renewal thereof under this chapter, has had two or more violations of any provision of the Norwalk City Code, including without limitation, Chapter 68 (Noise), within the two years immediately preceding the filing of such application for a permit or renewal.

§ 45-31. Operation.

- A. A Food Service Establishment operating Outdoor Dining shall meet all applicable local and state laws and regulations, including, but not limited to, applicable health, building, and zoning laws and regulations.
- B. A Food Service Establishment shall be responsible for keeping the Outdoor Dining premises, including City property, clean at all times.
- C. The cost, design, construction, and maintenance of Outdoor Dining facilities shall be the sole responsibility of the Food Service Establishment.

- D. Any damage done to the public right-of-way, sidewalk, curbing, or any other City property by the Food Service Establishment or its patrons shall be repaired promptly by the Food Service Establishment at its expense. Such repairs shall meet the applicable standards established by the Department of Public Works. No hooks, fasteners, or holes shall be made or affixed to the public right-of-way, sidewalk, curbing, or any other City property by the Food Service Establishment.
- E. Outdoor Dining shall extend no further than the actual street frontage of the Food Service Establishment or the real property directly adjacent to the Food Service Establishment.
- F. The Food Service Establishment shall comply with the Americans with Disabilities Act of 1990, as amended from time to time (hereinafter "ADA").
- G. Outdoor Dining shall not be located in front of, or otherwise obstruct in any manner, police, fire department, or other first responder access to, any building or property, or to any fire protection feature, including, but not limited to, any and all fire hydrants.
- H. Outdoor Dining shall not be located in front of, or obstruct, ADA access or an active driveway, manhole, or active utility access point, nor shall it impede surface drainage, as determined by the Department of Public Works.
- I. Access for all roadway users and pedestrians shall be maintained during the set-up and removal of Outdoor Dining appurtenances.
- J. No permanent fixtures shall be installed on City property or on the City's right-of-way.

§ 45-32. Fines and Revocation

Any person violating any provision of this ordinance shall be subject to the following penalties:

- A. First offense: Upon the initial violation, a written warning that a violation has occurred shall be issued. No fine shall be

imposed for the initial violation.

- B. Second offense and subsequent offenses: Any subsequent violation of the requirements of this ordinance shall be subject to a fine of \$250.00 for each violation. Each day that a violation exists shall constitute a separate violation of this ordinance. No more than one fine shall be imposed in any one twenty-four-hour period.
- C. The Director of Planning and Zoning or his, her, or their designee, reserves the right to revoke a permit for failing to adhere to this chapter and/or the Outdoor Dining Guidelines and Standards.
- D. Any aggrieved person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk.

§ 45-33. Temporary suspension of Outdoor Dining permit

The Director of Planning and Zoning or his, her, or their designee, reserves the right to order the temporary suspension of the operation of Outdoor Dining at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. These situations include, but are not limited to, festivals, parades, marches, road races, severe weather events, repairs to the street or sidewalk, or any other emergencies occurring in the area. In such event and if deemed necessary for the health, safety, or welfare of the City and its residents, the Food Service Establishment shall, at its cost, remove and store all Outdoor Dining appurtenances for the duration of such suspension. To the extent possible, the Food Service Establishment shall be given prior notice of the time period during which the operation of Outdoor Dining will not be permitted by the City, but failure to give such notice shall not affect the right of the City to prohibit Outdoor Dining operation at any particular time.

§ 45-34. Operations and service requirements. (Reserved)

Repealed

CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING 2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022

Introduction

Building on Norwalk's ongoing commitment to support restaurants and small business, guidelines and standards for Outdoor Dining have been updated to better meet the needs of diners, restaurateurs, and businesses across the city. The 2022 Outdoor Dining Program will incorporate many of the successful initiatives from the prior year's program, such as streamlined permitting and outdoor patios on neighboring properties, with proper approvals.

Please be mindful of other ordinances and efforts in places, such as the noise ordinance and the plastic ban ordinance, which bans the use of plastic bags and plastic straws (unless someone requests a plastic straw) in retail and restaurant establishments.

[You can apply for outdoor dining here.](#)

If you have specific questions related to your application and permit, please contact the Planning and Zoning Department at 203.854.7780

Outdoor Dining Definitions

Definitions are consistent with those used in the Outdoor Dining Ordinance (Chapter 45)

OUTDOOR DINING — Any outdoor cafe, eating area or Food Service Establishment.

PERSON — Any natural person, individual, company, corporation, limited liability company, partnership, association, syndicate, trust, joint venture, business, or other legal entity of any kind.

FOOD SERVICE ESTABLISHMENT — Any Person that prepares, offers, serves, or sells food and beverage directly to the consumer at a fixed location. It does not include mobile restaurants, food trucks, vending machines, a private residential dwelling in which food or beverage are prepared, or a food manufacturing establishment. This definition shall include any Person that holds a restaurant liquor license or a café liquor license from the State of Connecticut.

Where can I place my Outdoor Dining?

1. Outdoor Dining may be located directly adjacent to the Food Service Establishment which operates the Outdoor Dining, including in the front (on public sidewalks), or in the rear. If a Food Service Establishment seeks to operate in the City's right-of-way, it must seek the appropriate permits and/or approvals. Outdoor Dining may be located on public sidewalks in front of, adjacent to or abutting a neighboring building/storefront and/or area, given the sponsoring retail establishment obtains written authorization to engage in such outdoor activities from the neighboring owner. A copy of the

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

authorization must be submitted to the Planning and Zoning Department, as part of the Food Service Establishment's Outdoor Dining application.

2. Outdoor Dining shall extend no further than the actual street frontage of the operating restaurant, unless approved by the Planning and Zoning Department.
3. Outdoor Dining shall not be located in front of, or obstruct, fire department access to any buildings or fire protection feature required for fire suppression activities, including but not limited to any and all fire hydrants. No Person or Food Service Establishment shall attach anything to any fire protection feature, including but not limited to any and all fire hydrants. Please note a four-foot clearance is required from all obstacles including, but not limited to trees, street trees, street furniture, parking meters, trash receptacles and benches.
4. Outdoor Dining shall not be located in front of, or obstruct, an active driveway, manhole or active utility access point. Outdoor Dining shall not impede surface drainage.

Getting your Outdoor Dining Permit

Outdoor Dining permits are required for all Outdoor Dining, including dining that will take place on private and public land. If you have previously been approved for Outdoor Dining via a Site Plan approval you DO NOT need to apply for a yearly Outdoor Dining permit. If you are unsure of your status or if that scenario applies to you, please contact the Planning and Zoning Department at 203.854.7780. Applicants need to apply for an Outdoor Dining permit from the Planning and Zoning Department. Please note, in addition to an Outdoor Dining permit, Food Service Establishments will require other permits, including but not limited to an Encroachment Permit if Outdoor Dining is located on City owned property, including but not limited to the City's right-of-way.

[You can apply for outdoor dining here.](#)

What is needed for a permit?

To obtain an Outdoor Dining permit, you will need to submit the following:

1. A completed Outdoor Dining permit application.
2. A to-scale site plan showing the area intended for Outdoor Dining or seating, the proposed seating configuration, a description and the location of the physical barrier fencing, and the ingress and egress to the Outdoor Dining area. In addition, the plan shall also include the dimensions of the seating area

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

and any potential projection onto the municipal roadway, street, other right-of-way, or parking lot. The site plan must show ADA access with at least four-foot clearance from all obstacles, including fire hydrants, water access points, trees, street trees, street furniture, parking meters, trash receptacles and benches. This does not need to be a certified architectural drawing. The plan must indicate whether the Outdoor Dining area will have an awning, a tent, include electrical hookups, and identify other planned ‘accessories’ that will be installed.

3. If proposing the use of a neighboring/contiguous building and/or storefront sidewalk or walkway, a written authorization to engage in such outdoor activities is required from the neighboring owner. This must be included with your application.
4. Proof of adequate insurance, naming the City of Norwalk as an additional insured. This insurance policy shall be effective for the duration of the permit (April 1 to November 30). Insurance may be no less than one million dollars (\$1,000,000.00) per incident/occurrence and two million dollars (\$2,000,000.00) aggregate.
5. If applicable, liquor liability insurance in the minimum amount of one million dollars (\$1,000,000.00).
6. Workers’ compensation insurance, in such amount as required by law.
7. A completed and signed indemnification agreement, in a form approved by Norwalk’s Corporation Counsel (included in the online application). The applicant must indemnify and hold the City of Norwalk harmless from any and all claims, costs, and damages as a result of the applicant’s use of the Outdoor Dining space.
8. A five-thousand-dollar (\$5,000.00) bond in the form of a certified check shall be required to insure the removal of the Outdoor Dining and fencing at the end of the season and the restoration, if any, of the roadway, street, or other public property, including but not limited to the City’s right-of-way. These bond guidelines may be altered depending on the proposed Outdoor Dining concept.
9. In event that alcoholic beverages are to be sold, the following shall be presented:
 - a. A copy of a valid and current liquor permit from the State Liquor Commission; and
 - b. An application for a patio liquor permit signed by the Director of Planning and Zoning, the Fire Chief or Fire Marshal, and the Health Department.
10. Before receiving formal and final approval of the permit for use of public property, the applicant shall execute a license agreement with the City of Norwalk via the online application portal.

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

Please note:

- The Outdoor Dining permit shall be for the exclusive use of the sponsoring Food Service Establishment. The sponsoring Food Service Establishment cannot assign or transfer this permit to any other party.
- Other permits, in addition to the Outdoor Dining permit, are required depending on the specific needs and proposals for Food Service Establishments. These are required to ensure the health and safety of patrons, residents and Food Service Establishment staff. For example:
 - If the Food Service Establishment will be located on City owned property, an Encroachment permit is required through the Department of Public Works.
 - If the Food Service Establishment proposes the installation of a tent, a Tent permit is required through the Department of Building and Code Enforcement.
 - If the Food Service Establishment proposes lighting, an Electrical permit is required through the Department of Building and Code Enforcement.

How will my Outdoor Dining Permit be circulated to the different departments?

Before the application is submitted to the Planning and Zoning Department for final approval, the applicant's design plan shall be submitted and approved by the following: (a) Chief of Operations and Public Works, (b) the Chief Building Official, (c) the Police Chief, (d) the Fire Chief or Fire Marshal, (e) the Director of Health, and (f) a duly authorized representative of Transportation, Mobility and Parking. This is completed automatically by the online system. Should any changes or modifications be required, the respective department will reach out to the applicant. It is important that with your application you include a valid and frequently monitored email address and phone number for this purpose. Please note, other permits that may be required must go through a separate process, as outlined by the issuing Department.

Building out and maintaining Outdoor Dining

1. The cost, design, construction, and maintenance of Outdoor Dining shall be paid for by Food Service Establishment.
2. Each Outdoor Dining space shall include a continuous physical barrier. This physical barrier shall separate the patrons, guests, and invitees of the sponsoring Food Service Establishment and the traveled portions of the street. At all times a clear sight distance is required for all vehicles and access to crossings. Detail of the physical barrier fencing must be provided in the application. No permanent fixtures shall be installed on City owned property or on the City's right-of-way. The Outdoor Dining physical barriers shall not interfere with access for first responders.

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

3. Tables, chairs, and all other furnishings or accessories may be left in place overnight during seasonal operation but shall be removed from the sidewalk and stored indoors whenever Outdoor Dining is not in seasonal operation. It shall be the responsibility of the licensee to secure furnishings and accessories that are left in place overnight. All furniture and accessories for Outdoor Dining must be removed in advance of a major storm and/or weather event based on notification from the City of Norwalk.
4. Outdoor Dining shall be at the same elevation as the public sidewalk and any exceptions must be approved by the Planning and Zoning Department. Paint, carpeting, artificial turf, platforms, or other surfaces of any kind must be approved by the Planning and Zoning Department.
5. No sign shall be allowed at any Outdoor Dining area except for the name of the Food Service Establishment on an awning or umbrella fringe. One menu board sign may be displayed within the area of the Outdoor Dining, mounted on an easel or other easily removable fixture. The sign shall not exceed six square feet. Sign placement must allow for ADA requirements to be met.
6. Access for all roadway users and pedestrians shall be maintained during the set-up and removal of Outdoor Dining appurtenances.
7. A Food Service Establishment shall be responsible for keeping the Outdoor Dining premises, including City owned property, clean at all times.
8. Awnings shall be adequately secured and retractable and have been permitted. Umbrellas over tables must be adequately weighted.
9. Tents shall be adequately secured and have been permitted. For information on tents for Outdoor Dining, please see section “Tents – Rules and Regulations.”
10. Electrical and heating apparatus must have been permitted.
11. All other accessories, including flags, strung décor, and hardware installations must have been permitted.

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

Hours of Operation, Noise and Entertainment

Outdoor Dining is permitted during the regular business hours of the Food Service Establishment. Outdoor Dining must end no later than 11:00pm.

Enforcement will take place. Food Service Establishments that do not comply with the time curfew will be in violation and may have the Outdoor Dining permit revoked. Please see the Violations and Enforcement section below for more information.

General Outdoor Dining Rules and Regulations

Any Outdoor Dining permit granted by Norwalk, shall be subject to the following rules and regulations below. The City of Norwalk's Planning and Zoning Department shall enforce the terms and conditions of any permit issued pursuant to terms referenced below.

1. The Food Service Establishment shall provide Outdoor Dining area clearance in compliance with ICC A117, 1-2009, Chapter 4: Accessible Routes to allow unimpeded pedestrian traffic, amended from time to time. This includes all Food Service Establishments providing ADA access with at least four feet clearance between the Outdoor Dining area and all obstacles, including fire hydrants, water access points, trees, street trees, street furniture, parking meters, trash receptacles and benches. The minimum width of the sidewalk must be four (4) feet to allow unimpeded pedestrian traffic. At street corner intersections, there shall be a minimum of 5 (five) feet of unobstructed sidewalk. All site plans will be reviewed by the Department of Public Works, the Department of Transportation, Mobility and Parking, and the Department of Building and Code Enforcement to ensure compliance.
2. Furnishings for Outdoor Dining shall consist solely of moveable tables, chairs, and decorative accessories. No permanent fixtures shall be installed on City property or on the City's right-of-way. Furnishings must be kept in a state of good repair and in a clean and safe condition at all times. Any damage done to the public right-of-way, sidewalk, or curbing by the sponsoring Food Service Establishment or by its patrons shall be repaired promptly by the sponsoring Food Service Establishment at its expense. No hooks, fasteners, or holes shall be made or affixed to the public right-of-way, sidewalk or curbing by the sponsoring Food Service Establishment in the Outdoor Dining area. All installations into the public right-of-way require necessary permits.
3. The sponsoring Food Service Establishment shall be solely responsible for the security of all tables, chairs, and other personal property at all times. At any time, the City of Norwalk has the right to move and/or relocate furniture and accessories that are placed in the right-of-way.

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

4. A Food Service Establishment shall be responsible for keeping the Outdoor Dining premises, including City property, clean at all times.
5. In the event of a public necessity or emergency where access to street, sidewalk or adjacent building is impaired for any reason, Outdoor Dining shall be temporarily moved by the Food Service Establishment and/or emergency responders. All costs associated with the relocation of the Outdoor Dining furniture and/or accessories, or any damage incurred to the Outdoor Dining furniture or accessories, in the event of a public emergency or otherwise, shall solely be borne by the Food Service Establishment.
6. The sponsoring Food Service Establishment shall be solely responsible for removing and storing all tables, chairs, and other personal property from the Outdoor Dining area least twelve (12) hours, or as otherwise directed by the City of Norwalk, prior to the National Weather Service predicted time of arrival of any storm event involving wind gusts in excess of forty-five (45) miles per hours, snow falls in excess of two (2) inches and/or flooding.
7. Awnings, tents, outdoor heaters, and other elements to enhance Outdoor Dining shall not be permitted in the Outdoor Dining area, without proper permitting in place. These elements must be identified on the submitted site plan. Busing stations for food storage and food service, trash receptacles, outdoor consumer bars, food preparation stations (including cooking stations) and music shall not be permitted in the Outdoor Dining area. Exceptions must be approved by the Planning and Zoning Department.
8. Smoking of any kind is prohibited in all Outdoor Dining areas, without exception.
9. No animals are allowed in Outdoor Dining areas, except for certified service animals.

Violations and Enforcement

Please note, the Director of Planning and Zoning or his, her, their designee, may deny a permit, decline to renew a permit or revoke a permit to operate Outdoor Dining if the proposed Food Service Establishment:

1. Violates any of the requirements governing Outdoor Dining set forth in the Outdoor Dining Guidelines and Standards and/or the Outdoor Dining Ordinance (Chapter 45);
2. Fails to correct any such violations when duly noticed;
3. Is delinquent in taxes owed to the City; and/or

**CITY OF NORWALK, GUIDELINES AND STANDARDS FOR OUTDOOR DINING
2022 DINING SEASON, APRIL 1, 2022 TO NOVEMBER 30, 2022**

4. Has had two or more violations of any provision of the Norwalk City Code, including without limitation, Chapter 68 (Noise), within the two years immediately preceding the filing of the permit.

From an Enforcement standpoint, City staff will be actively monitoring Outdoor Dining throughout the City. Any person violating any provision of the Outdoor Dining Ordinance (Chapter 45) or these Guidelines and Standards shall be subject to the following penalties:

- A. First offense: Upon the initial violation, a written warning that a violation has occurred shall be issued. No fine shall be imposed for the initial violation.
- B. Second offense and subsequent offenses: Any subsequent violation of the requirements of this ordinance shall be subject to a fine of \$250.00 for each violation. Each day that a violation exists shall constitute a separate violation of this ordinance. No more than one fine shall be imposed in any one twenty-four-hour period.
- C. The Director of Planning and Zoning or his, her, their designee, reserves the right to revoke a permit for failing to adhere to this chapter and/or the Outdoor Dining Guidelines or Standards.
- D. Any aggrieved person may file an appeal to the Superior Court for the Judicial District of Stamford/Norwalk.

Other Outdoor Dining Programs

The City of Norwalk may from time to time introduce new Outdoor Dining programs. Newly introduced programs will be accompanied by guidelines and standards and have a separate permitting process.

AGENDAFEBRUARY 10TH 2022CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>		<u>REASON</u>
MOTOR VEHICLE			
ACAR LEASING LTD	20-MV-300757	\$256.71	PRORATION
ACAR LEASING LTD	20-MV-300270	\$631.61	PRORATION
AHEARN MICHELLE A	20-MV-400334	\$321.06	PRORATION
AVALOS HUGO	20-MV-303698	\$61.61	PRORATION
BEGALI MARIELA DALESSANDRO	19-MV-305404	\$25.76	PRORATION
BENNETT LOUISE DWAYNE	20-MV-305488	\$692.42	PRORATION
	20-MV-305489	\$260.71	PRORATION
CHIRINO-BAZQUEZ DOMITILA	20-MV-312800	\$15.28	PRORATION
DABROWSKI ZDZISLAW	20-MV-315526	\$88.73	PRORATION
DAIMLER TRUST	20-MV-315268	\$683.53	PRORATION
DAIMLER TRUST	20-MV-315404	\$95.00	PRORATION
DAIMLER TRUST	20-MV-315427	\$497.35	PRORATION
DELUCA CARA ANGELASTRO	19-MV-317269	\$13.64	PRORATION
DELUCA RONALD	19-MV-317278	\$22.72	PRORATION
EAST JOHN P	20-MV-319243	\$19.14	PRORATION
EDWARDS CHEVANNE A	19-MV-320315	\$145.09	PRORATION
FAIR TITLING TRUST	19-MV-321591	\$421.11	PRORATION
	19-MV-321597	\$113.15	PRORATION
	20-MV-320725	\$423.89	PRORATION
HESS ARTHUR H	20-MV-328988	\$113.27	PRORATION
HINES STEPHEN P	19-MV-800243	\$44.66	PRORATION
HONDA LEASE TRUST	19-20-MV-SEE ATTACHED	\$1,099.26	PRORATION
HONDA LEASE TRUST	20-MV-329537	\$228.99	PRORATION

AGENDA

FEBRUARY 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
LANZA ANTHONY		
LANZA IRENE	20-MV-330794 \$38.91	PRORATION
MANDUJANO MANUEL	19-MV-342378 \$10.64	PRORATION
	19-MV-342384 \$71.80	PRORATION
OUZOUNIDIS HARIKLIA	20-MV-412052 \$207.02	PRORATION
PACANOWSKA MALGORZATA	20-MV-349405 \$73.83	PRORATION
REYES-SORIANO JOSE	20-MV-413183 \$39.79	PRORATION
RINALDI CLARK MEREDITH A	20-MV-354651 \$170.70	PRORATION
RIVERA JULIO ESTRUARDO	20-MV-354885 \$227.83	PRORATION
SLOAN MICHELLE L	20-MV-360225 \$78.18	PRORATION
TEJEDA JOSE B	20-MV-362958 \$730.55	PRORATION
TEMAL-GONZALES DAISY DALILA	20-MV-365580 \$55.69	PRORATION
TOYOTA LEASE TRUST	20-MV-364517 \$248.58	PRORATION
	20-MV-364614 \$311.03	PRORATION
	20-MV-364978 \$48.35	PRORATION
TOYOTA LEASE TRUST	19-MV-367277 \$235.29	PRORATION
	20-MV-364389 \$422.82	PRORATION
TOYOTA LEASE TRUST	20-MV-364360 \$268.87	PRORATION
TOYOTA LEASE TRUST	20-MV-367416 \$488.10	PRORATION
TOYOTA LEASE TRUST	20-MV-364973 \$334.65	PRORATION
UMANA JOSE P	19-MV-368619 \$30.63	PRORATION
USB LEASING LT	20-MV-366230 \$794.98	PRORATION
USB LEASING LT	20-MV-SEE ATTACHED \$5,071.42	PRORATION
US BANK NA	20-MV-368872 \$194.36	PRORATION

AGENDA

FEBRUARY 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
UZAR ALLISON M	20-MV-366372 \$15.26	PRORATION
VALEY-IXPATA RENE	20-MV-369398 \$14.80	PRORATION
VAULT TRUST	20-MV-367208 \$164.89	PRORATION
WISNIEWSKI THEODORE A	19-MV-412131 \$72.19	PRORATION
WOODWARD KATRINA ROSA	20-MV-370784 \$79.73	PRORATION
ZIZZO EMMANUEL A	20-MV-371676 \$17.26	PRORATION

REAL ESTATE

CORELOGIC

9 HILLS LN

5-17-79-9	20-RE-106687 \$1,671.98	OVER PAYMENT
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GILCHRIST GORDON & GWENDOLINE

123 OLD BELDEN HILL RD	19-RE-110594 \$2,672.40	PAID IN ERROR
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5-36-8-46	20-RE-110577 \$2,673.98	PAID IN ERROR
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NORTHEAST COMMUNITY CHURCH INC

185 EAST AVE

3-13-52-0	20-RE-119374 \$475.00	SEW USE ADJ
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SUTTON CAROL

81 OLD SAUGATUCK RD	18-RE-126071 \$360.00	
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3-54-3-0	19-RE-126104 \$367.00	ABATE SEWER
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AGENDA

FEBRUARY 10TH 2022

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:

BILL No & AMOUNT REFUNDED

REASON

SPECIAL REQUEST

LERETA LLC

10 CHAPEL ST	1-24-11-0	20-RE-128480	\$2,403.15	OVER PAYMENT
637 WEST AVE	1-24-7-0	20-RE-128481	\$40,386.01	OVER PAYMENT
6 CHAPEL ST	1-24-7A-0	20-RE-128482	\$4,800.0	OVER PAYMENT

PEPPERIDGE FARM INC

595 WESTPORT AVE

5-17-8-2	20-RE-121054	\$36,285.46	I&E PEN REMOVED
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HONDA LEASE

BILL No	PLATE	VIN #	AMOUNT
18-331193	2AXEA9	2HGFC2F70JH506976	\$ 454.88
19-331846	2AXEA9	2HGFC2F70JH506976	\$ 395.07
20-330347	0AXEA6	3CZRU6H39JK706275	\$ 249.31
TOTAL:			\$ 1,099.26

<u>GL YEAR</u>	<u>BILL NO.</u>	<u>REG. NO.</u>	<u>VIN</u>	<u>REFUND</u>
2020	366230	AH13874	5FNYF6H50LB008447	\$ 794.98
2019	369025	AF93381	1C4RJFCG5GC337658	\$ 568.50
2019	368959	AG49076	1C4BJWDG4GL325324	\$ 521.23
2019	368916	AP79115	1C4RJFCGXJC387608	\$ 458.78
2019	368986	AF33936	1C4HJWDG9GL320260	\$ 426.31
2019	368973	AL26579	1C4BJWDG3HL737820	\$ 400.05
2019	269009	AJ02375	1C4RJFBG5HC835247	\$ 350.28
2019	369034	AJ22558	1C4RDJDG5HC871009	\$ 302.82
2019	368893	C077743	1C6RR7NT9HS707372	\$ 298.00
2019	368927	AF77627	1C4BJWDG5GL208805	\$ 284.21
2018	368436	AA41222	1C4RJFBG4FC171116	\$ 180.30
2019	368898	AH93971	2C4RC1GG8HR570434	\$ 154.34
2019	369031	AH44585	1C4PJMDB8HW599592	\$ 107.68
2019	368997	AH62467	1C4HJWDG9HL585584	\$ 100.17
2019	369015	AJ21813	ZACCJBBB2HPF47491	\$ 90.39
2018	414545	AS32808	5FNYF6H48KB006869	\$ <u>33.38</u>
TOTAL REFUND				\$ 5,071.42



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: February 7, 2022
Re: Narrative for January 2022 Tax Collector's Report

As of the end of January, 2022, representing seven out of 12 months of the fiscal year, we collected nearly \$325 million against our \$353 million adjusted levy, or **92.05%**. We collected **91.37%** of our sewer use levy, nearly \$15 million, and **87.43%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year, we ended the month of January ahead with regard to taxes (3.66%), sewer use (3.68%), and the IPP fee (5.91%).

With regard to prior years' collections, through the end of January 2022, we show a net collection of in excess of \$3.4 million since the beginning of this fiscal year on July 1, 2021. This amount is \$688,716 more than what we collected during the first seven months of the prior fiscal year and is attributable to the tax sale held in October 2021. We collected in excess of **\$8.5 million** on behalf of the city since November 2019 on properties originally slated for the tax sale. Our budgeted collection goals for both the fiscal year ending 2021, and the current fiscal year ending 2022, are predicated on the infusion of revenue generated by the tax sale. The redemption period for the tax sale expires on April 18, 2022. At that time, properties that are not redeemed will be deeded over to the successful bidders. The link to the sale website is: [City of Norwalk Tax Sale 2021 \(arcgis.com\)](http://City of Norwalk Tax Sale 2021 (arcgis.com))

Also, during January 2022, we issued several dozen alias tax warrants for selected accounts owing past due business personal property taxes. These are served by a state marshal. We plan to issue more warrants in the coming weeks. We also coordinated with the Department of Health, and any business establishment owing past due business personal property taxes for more than one year was not able to renew their health permit without paying their back taxes. Maintaining high current and back tax collection rates promotes budgetary stability, and allows the Board of Estimate and Taxation to set lower mill rates for all taxpayers. A higher current collection rate enables less of an allowance for "uncollectible" taxes, and correspondingly lower mill rates.

The second installment collection period ended on February 1, and we are still processing payments from that collection cycle. The second installment came due January 1, 2022, and was payable by February 1, 2022 without interest. We anticipate being able to issue delinquent notices, called demand for payment notices, by the middle of this month, and expect to file lien continuing certificates by the middle of March 2022. Interest on past due payments is presently assessed at the rate of 3% during the remainder of the month of February, in accordance with state law. This represents 2 months at 1.5% per month, as interest reverts to the January 1 due date.

Our in-person office hours remain **Monday through Friday, from 8:30 am to 4 pm**. No appointment is needed, and we do not close for lunch. We also continue to offer other payments options, including online payment, pay-by-phone, and paying by mail.

We continue to adhere to all directives and protocols as communicated by the Administration and the Department of Health. In the interest of maintaining customer satisfaction and our collection rates, we continue to accommodate those who expect in-person service. We will continue to monitor changes in COVID 19 protocols, and adapt as required.

**TAX COLLECTOR'S REPORT
JANUARY 2022**

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 21 - JAN 22	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,601,663.28	90.45%	\$21,346,914.77	(\$325,245.41)	91.82%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.63	\$2,516,052.56	59.62%	\$4,214,770.28	(\$5,195.35)	59.70%
PERSONAL PROPERTY	\$22,966,731.64	\$15,737,520.61	68.52%	\$23,004,753.98	\$38,022.34	68.41%
REAL ESTATE	\$308,716,745.40	\$287,144,371.92	93.01%	\$304,512,088.89	(\$4,204,656.51)	94.30%
TOTAL TAX	\$357,575,602.85	\$324,999,608.37	90.89%	\$353,078,527.92	(\$4,497,074.93)	92.05%
SEWER USE	\$16,488,685.00	\$14,945,041.36	90.64%	\$16,356,222.98	(\$132,462.02)	91.37%
IPP FEE	\$187,000.00	\$166,111.86	88.83%	\$190,000.00	\$3,000.00	87.43%

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	JUN 20 - JAN 21				
AUTOMOBILE-REGULAR	\$20,760,190.24	\$18,662,572.50	89.90%	\$20,464,535.38	(\$295,654.86)	91.19%
AUTOMOBILE-SUPPLEMENTAL	\$2,974,458.75	\$1,671,231.30	56.19%	\$2,984,916.83	\$10,458.08	55.99%
PERSONAL PROPERTY	\$20,000,411.00	\$14,526,730.80	72.63%	\$20,041,073.66	\$40,662.66	72.48%
REAL ESTATE	\$310,928,205.46	\$276,053,208.47	88.78%	\$308,271,540.47	(\$2,656,664.99)	89.55%
TOTAL TAX	\$354,663,265.45	\$310,913,743.07	87.66%	\$351,762,066.34	(\$2,901,199.11)	88.39%
SEWER USE	\$16,686,428.00	\$14,804,878.76	88.72%	\$16,882,034.84	\$195,606.84	87.70%
IPP FEE	\$203,250.00	\$164,061.83	80.72%	\$201,249.78	(\$2,000.22)	81.52%

TAX DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	\$2,912,337.40	\$14,085,865.30	3.23%	\$1,316,461.58	(\$1,595,875.82)	3.66%
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SEWER DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$197,743.00)	\$140,162.60	1.91%	(\$525,811.86)	(\$328,068.86)	3.68%
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IPP DIFFERENCE 2020 G.L. vs. 2019 G.L. INCREASE/(DECREASE)	(\$16,250.00)	\$2,050.03	8.11%	(\$11,249.78)	\$5,000.22	5.91%
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BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 21 - JAN 22)	FISCAL YR 2019-2020 (JUL 20 - JAN 21)	CUR YR vs. PRIOR YR (INC/DEC)
PRIOR TAXES	\$1,474,550.58	\$1,341,224.91	\$133,325.67
PRIOR SEWER USE FEE	\$212,265.20	\$120,657.49	\$91,607.71
PRIOR IPP FEE	\$12,291.12	\$7,873.07	\$4,418.05
TOTAL PRIOR TAX, SEWER & IPP	\$1,699,106.90	\$1,469,755.47	\$229,351.43
CURRENT INTEREST	\$463,953.21	\$552,569.89	(\$88,616.68)
PRIOR INTEREST	\$954,082.60	\$628,046.40	\$326,036.20
SEWER USE FEE INTEREST	\$77,987.46	\$42,551.84	\$35,435.62
IPP FEE INTEREST	\$5,671.54	\$4,207.80	\$1,463.74
TOTAL INTEREST COLLECTED	\$1,501,694.81	\$1,227,375.93	\$274,318.88
PRIOR LIEN FEE	\$11,082.73	\$9,868.36	\$1,214.37
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$11,082.73	\$9,868.36	\$1,214.37
MISC FEES COLLECTED**	\$264,608.71	\$80,777.73	\$183,830.98
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$3,476,493.15	\$2,787,777.49	\$688,715.66

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS

Amicus
CONSULTING
Systems for Professional Practices since 1990

August 17, 2021

Mario F. Coppola
Corporation Counsel
City of Norwalk
125 East Avenue
Norwalk CT 06856

Dear Corporation Counsel Coppola:

Best wishes to you and everyone in the legal department.. Amicus Consulting, Inc. is providing a quote for Worldox Cloud software and for its implementation and integration with Trumpet's Symphony OCR.

- Worldox GX4 Cloud, like the version of Worldox you currently use, includes document stamping in footers, version control, check in/check out, document and email management, and tight security.
- This solution provides access to Worldox from anywhere without a VPN tunnel, so will work both in the office and for people working remotely.
- Worldox Cloud is hosted securely in Rackspace and managed by the Worldox vendor, so you do not have to maintain a server or indexer for Worldox.

The software, on-boarding and training costs are given below, and assume 11 users, all using workstations with Windows 10 Pro. If this is not the case, please contact me to go over alternative implementation scenarios.

Software Costs	First Year
*Worldox Cloud GX4 11 licenses @ \$38 per user per mo. 1 st year	\$5,016.00
World Software On-Boarding Fee (one time vendor fee)	400.00
Symphony Suite (Profiler and OCR) for Cloud – Annual subscription is \$115 per Worldox user per year	1,265.00
**Estimated 150 GB storage costs \$157.50/month 1 st year	1,890.00
Total:	\$8,571.00

* Unused Portion of annual maintenance for Professional can be transferred to Cloud.

**Disk space is allotted at 3 GB per user, in a pooled allotment shared by all users.

Additional disk space is charged as needed, as follows:

10 GB - \$20 per month /per site

25 GB - \$40

50 GB- \$80

75 GB- \$120

100 GB- \$150

Anything over 100 GB, rounded up to 50 GB, is 0.15 cents per GB

Amicus Consulting, Inc. • 411 Wynnewood Road • Pelham Manor, NY 10803
Tel. 914-738-9148 • FAX 914-738-6882



Proposal Letter to Mario F. Coppola, Corporation Counsel

August 17, 2021

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Consulting & Training Hours	Hours estimated
User Training – 3 sessions, each 1 hour. One is a pre-live orientation, and two sessions are conducted once Cloud is live	3.0
Support for migration to Cloud – admin, coordination, post-live support and Q&As as needed.	5.0
* Estimated time	
Total Consulting.....	8.00 hrs.

Project Function - Recap	
Software (first year)	\$8296.00
Consulting & training at \$240 per hour	\$1,920.00
Total	\$10,216.00

The above hours for training assume all training will be conducted via online meetings. We use Zoom which allows everyone to view a workstation where Worldox can be demonstrated.

Staff: Andrea Prigot is an authorized value-added reseller/consultant in Worldox and Trumpet Symphony and a certified consultant in Amicus Attorney and PCLaw. Haig Hovaness is a value-added reseller/consultant in Worldox.

Our terms: Symphony Suite for Cloud must be paid in advance. However unused portion of the Symphony Suite for Professional will be credited to the Cloud subscription. Worldox Cloud software and on-boarding are billed via credit card on file with World Software. Any refunds would be provided by the software vendors in accordance with their policies. The consulting fee must be paid in advance to reserve our services; additional fees will be billed monthly, payable within 30 days of receipt of invoice. Note that we reserve time for projects **after** receipt of the fee and full payment for software.

Ongoing Billing: We bill by the hour for our services, which may include but not be limited to on-site visits, telephone support, remote access support, emails, development of training materials, documentation and administrative support. Our billing rate for 2021 is \$240.00 per hour. Telephone calls of under ten minutes are not billed, though multiple telephone calls in one day may be aggregated and billed at our discretion.

Proposal Letter to Mario F. Coppola, Corporation Counsel

August 17, 2021

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Disclaimer: Amicus Consulting is installing and customizing packaged software, the performance of which cannot be guaranteed by us as to fitness for purpose or as to accuracy. We do not warrant its performance or guarantee it in any way against defects or failure to meet specifications. Our obligation to you is limited to providing software consulting, training, and support. It is entirely the responsibility of City of Norwalk to maintain the network, hardware, anti-virus software, anti-spyware software, and operating system software on the servers, storage devices, cabling, and workstations, and to configure and confirm the proper operation of back-up systems and media. Any rights to operate Worldox Cloud are covered solely in the Worldox Cloud End-User Licensing Agreement.

Please contact me at (914) 738-9148 to discuss any questions you may have about the proposed project. My mobile number is (914) 391-3678, and my email address is andrea@amicusconsult.com.

If this quote is acceptable, would you kindly return a signed copy.

Yours very sincerely,



Andrea Prigot
President
Amicus Consulting, Inc.
411 Wynnewood Road
Pelham Manor, NY 10803

Accepted by:

By: _____

Municipality: _____

Address: _____

Date: _____

**Recommended FY 2022 – 2023 Operating Budget
Maximum Limit on Total Appropriations
Pursuant to Section 1-289 of the City Charter**

WHEREAS, Section 1-289 of the Norwalk Charter requires that a majority of the Common Council vote to establish a specific spending limit on locally 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 the total appropriation for the City of Norwalk for Fiscal Year beginning July 1, 2022 shall be no more than \$391,732,046. This appropriation cap represents total expenditures of \$414,117,874 less estimated intergovernmental grants of \$22,385,828. Be it further resolved that the result of this vote and resolution, together with the attached 2022-2023 Budget Guide, be forwarded by the Clerk of the City of Norwalk to the Board of Estimate and Taxation.

APPROPRIATIONS

DEPARTMENT	Recommended Budget FY 2022-23
Education	217,849,462
Debt Service	35,295,408
Contingency	1,617,821
Community Service	10,290,242
Pension Plans	15,706,583
Employee Benefits	38,434,962
Public Works	21,585,941
Finance	8,399,400
Recreation & Parks	4,783,834
Human Resources & Personnel	740,854
Chief of Staff	849,328
Corporation Counsel	1,451,846
Town Clerk	686,921
Mayor	182,341
Legislative	17,208
Registrar of Voters	580,215
Fire Department	21,866,585
Organizational Memberships	87,000
Economic & Community Development	5,266,084
Police Department	27,564,282
Grants	861,557
GRAND TOTAL	414,117,874

TAX RATES

	First Downtown	Second South Norwalk	Third East Norwalk	Fourth Sewered Main	Fifth No Garbage (Main)	Sixth	Tenth Motor Vehicle
Fifth	21.6749	21.6749	21.6749	21.6749	21.6749	21.6749	
Fire	2.7447	2.7447	2.7447	2.7447	2.7447		
Garbage	0.1189	0.1189	0.1189	0.1189			
Lighting				0.1479	0.1479		
Sixth District						1.2540	
Motor Vehicle							30.4670
TOTAL	24.5385	24.5385	24.5385	24.6864	24.5675	22.9289	30.4670