



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, JANUARY 12, 2022
7:00 PM
<https://www.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.



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



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



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

- I Roll Call
- II Minutes of November 10, 2021
- III Public Participation
- IV **Old Business**
- V **New Business**

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.

1. Approve the use of Silvermine School and immediate surrounding grounds by Club Connecticut for their Boston Buildup 25 K to be held on Sunday, February 27, 2022 from 9:00 AM to 11:00 AM. Set-up to begin at 8:30 AM with tear-down no later than 11:15. Approximate 125 people.

2. Authorize the Mayor, Harry W. Rilling, to enter an Agreement with Greenwich Kennel Club/Longshore Southport Kennel Club for the use of Taylor Farm Park and immediate surrounding grounds for their 88th Greenwich Kennel Club/Longshore Southport Kennel Club AKC Dog Show, obedience and rally to be held on Saturday, June 11, 2022 from 8:30 AM to 6:30 PM and Sunday, June 12, 2022 from 8:30 AM to 6:30 PM. Set-up to begin Wednesday, June 8th, 2022 at 6:00 AM with tear-down no later than Monday June 13th, 2022 at 6:30 PM. Approximate attendance 800 people.
3. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Tyrone Martylewski for the lease agreement for Caretaker's Cottage at Cranbury Park for the period of July 1, 2021 to June 30, 2026.
4. Approve the following resolution:

Whereas, pursuant to the Urban Act Program 4-66c, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

Whereas, it is desirable and in the public interest that the City of Norwalk make an application to the State for \$5 million, in order to undertake the Cranbury Park Renovations and to execute an Assistance Agreement.

Now, therefore, be it resolved by the Common Council of the City of Norwalk;

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by the State of Connecticut, Department of Economic and Community Development, Urban Act Program 4-66c; and
2. That the filing of an application for State financial assistance by the City of Norwalk in an amount not to exceed \$5 million is hereby approved;
3. That Harry W. Rilling, Mayor, City of Norwalk, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.
5. Approve the meeting dates for 2022 calendar year, January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9, December 14

VI Discussion

1. Recreation and Parks Operating Budget presentation to CFO.



**CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, DECEMBER 8, 2021.
REGULAR MEETING
7:00PM.**

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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ATTENDANCE: Darlene Young, Chair; Thomas Keegan; John Kydes; Nicol Ayers; Josh Goldstein; Jenn McMurrer; Lisa Shanahan

STAFF: Robert Stowers, Director, Recreation and Parks; Ken Hughes, Superintendent, Recreation and Parks; Isabel Terrones, Recreation and Parks

OTHERS: Diane CeCe; Meg Schwanhausser; Jaimie DeSisto; Kat Thomas; James Gerweek

I. ROLL CALL

Ms. Young called the meeting to order at 7:00PM.

II. MINUTES OF NOVEMBER 10, 2021

**** MR. KEEGAN MOVED TO APPROVE THE MINUTES OF NOVEMBER 10, 2021, AS SUBMITTED.**

**** THE MOTION PASSED WITH (2) TWO IN FAVOR AND (4) ABSTENTIONS- MS. AYERS, MS. SHANAHAN, MR. GOLDSTEIN AND MS. MCMURRER**

Ms. Young introduced Ms. Terrones of the Recreation and Parks Department and said she is new to the department and is doing a great job and she wanted the new committee members to meet her. Ms. Terrones welcomed the new committee members and said if anyone on the committee needs anything to contact her and she will be happy to help.

Ms. Young read the following addendum into the record and said that it will be voted on under new business:

5. APPROVE THE USE OF BRIEN MCMAHON HIGH SCHOOL AND SURROUNDING GROUNDS BY CLUB CONNECTICUT FOR THEIR BOSTON BUILDUP 10K 10 BE HELD SUNDAY JANUARY 2, 2022, FROM 10:00AM TO 11:00AM. SET-UP TO BEGIN AT 9:00AM AND TEAR-DOWN NO LATER THAN 11:30AM. APPROXIMATE 150 (+) PEOPLE.

III. PUBLIC PARTICIPATION

Diane CeCe- East Norwalk Neighborhood Association

Ms. Cece welcomed Ms. Terrones and the new committee members and requested that the committee request staff to provide an update either at tonight's meeting or the January meeting on the in-progress capital budget projects, as well as a review of what is anticipated for the fiscal year 2022-23 capital budget. She said she has had some concerns with the lack of progress made on the Veteran's Memorial

Park master plan and Mr. Hughes had indicated to her that the capital funding had been put on hold pending the new citywide parks master plan, but she has seen that there are capital improvements being done at a few of the parks and reminded the committee that the master plan for Veteran's Park was approved by this committee and the Common Council in 2012, and the funding would have been available the following year and are now coming up on the 10 year mark of the approval and very little of the approved \$16 million dollars for improvements has been done. She urged the committee to get a complete overview of the Recreation and Parks capital budgets and not penalize the Norwalk community and certainly East Norwalk by delaying the improvements that the public requested in 2012 and that the Common Council has approved.

Ms. Young thanked Mr. Hughes who has been the foundation of Recreation and Parks and held everything together for many years and has been a real asset to the City of Norwalk for a very long time.

Ms. Young introduced Mr. Stowers to the committee and said he just joined the Recreation and Parks Department on December 6, 2021, and he comes to us from the State of Washington where he held several titles with the city, and the Recreation and Parks division and has over 40 years of experience and he brings a lot of insight and experience here to Norwalk.

Mr. Stowers seconded Ms. Young's appreciation of Mr. Hughes and said he knows that Mr. Hughes is capable of not only running this department but is capable of much more and he appreciates him so much. He said he is fortunate to come to the City of Norwalk and this department has so many opportunities and so much growth and he looks forward to the challenge to build the department to where it should be, and we work for the citizens of Norwalk and want to give them the best Recreation and Parks system and that is what he is committed to.

IV. OLD BUSINESS

There was no old business discussed this evening.

V. NEW BUSINESS

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.

1. APPROVE THE USE OF ROWAYTON ELEMENTARY SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY ROWAYTON ELEMENTARY SCHOOL PTA FOR THEIR CARNIVAL TO BE HELD ON FRIDAY, MAY 6, 2022, FROM 4:00PM TO 10:00PM AND SATURDAY MAY 7, 2022 FROM 11:00AM. TO 5:00 PM. SET UP TO BEGIN ON WEDNESDAY, MAY 4, 022 AT 9:00AM WITH TEAR-DOWN NO LATER THAN 5:00PM ON MAY 8, 2022.
APPROXIMATE 200 (+) PEOPLE.

Ms. Schwanhausser provided a brief overview of the event and said it is a fundraiser for the school, but this year will not be doing a food tent and will have food trucks that will have their own permits and we will have all the applicable tent and ride permits as necessary. Mr. Hughes said there has been no issues with the event in the past.

Ms. Shanahan said in growing up in Rowayton she remembers the carnival when she was a kid at it is such a great event and people really enjoy it and is glad it is being held this year.

**** MS. SHANAHAN MOVED TO APPROVE THE USE OF ROWAYTON ELEMENTARY SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY ROWAYTON ELEMENTARY SCHOOL PTA FOR THEIR CARNIVAL TO BE HELD ON FRIDAY, MAY 6, 2022, FROM 4:00PM TO 10:00PM AND SATURDAY MAY 7, 2022, FROM 11:00AM. TO 5:00 PM. SET UP TO BEGIN ON WEDNESDAY, MAY 4, 2022 AT 9:00AM WITH TEAR-DOWN NO LATER THAN 5:00PM ON MAY 8, 2022. APPROXIMATE 200 (+) PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

2. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY WHITTINGHAM CANCER CENTER FOR THEIR WHITTINGHAM CANCER CENTER WALK AND RUN TO BBE HELD ON SATURDAY, MAY 4, 2022, FROM 7:00AM TO 1:00PM. SET-UP TO BEGIN AT 5:00AM WITH TEAR DOWN NO LATER THAN 1:00PM. APPROXIMATE ATTENDANCE 1500-2000 PEOPLE.

Ms. DeSisto provided a brief overview of the event and said it is the 19th year it is being held and is to support the Whittingham Cancer Center and the event starts at 7:00AM and are usually done by 1:00PM.

**** MR. KYDES MOVED TO APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY WHITTINGHAM CANCER CENTER FOR THEIR WHITTINGHAM CANCER CENTER WALK AND RUN TO BBE HELD ON SATURDAY, MAY 4, 2022, FROM 7:00AM TO 1:00PM. SET-UP TO BEGIN AT 5:00AM WITH TEAR DOWN NO LATER THAN 1:00PM. APPROXIMATE ATTENDANCE 1500-2000 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

3. APPROVE THE USE OF TAYLOR FARMS AND IMMEDIATE SURROUNDING GROUNDS BY MULTIPLE MYELOMA RESEARCH FOUNDATION TEAM FOR CURES 5K WALK/RUN TO BE HELD ON SATURDAY JUNE 4 FROM 7:30AM TO 11:30AM. SET-UP TO BEGIN FRIDAY JUNE 3, 2022, AT 8:00AM WITH TEAR-DOWN NO LATER THAN SATURDAY JUNE 4, 2022, AT 5:00PM. APPROXIMATE ATTENDANCE 450 PEOPLE.

Ms. Thomas provided a brief overview of the event and said they utilize the dog area at Taylor Farms and have several tents and is a typical 5K walk/run that will last through the morning and the participants will park at the dog park. Ms. Young asked if there have been any issues with the event in the past. Mr. Hughes said "no" and the reason it is held at Taylor Farm is because we try to keep events away from the beach during the summer season of approximately 15th to October 15th. Mr. Kydes asked if there is a rain date. Ms. Thomas said the event is typically held rain or shine and the only reason the event would be cancelled or postponed would be due to lightening.

MS. MCMURRER MOVED TO APPROVE THE USE OF TAYLOR FARMS AND IMMEDIATE SURROUNDING GROUNDS BY MULTIPLE MYELOMA RESEARCH FOUNDATION TEAM FOR CURES 5K WALK/RUN TO BE HELD ON SATURDAY JUNE 4 FROM 7:30AM TO 11:30AM. SET-UP TO BEGIN FRIDAY JUNE 3, 2022, AT 8:00AM WITH TEAR-DOWN NO LATER THAN SATURDAY JUNE 4, 2022, AT 5:00PM. APPROXIMATE ATTENDANCE 450 PEOPLE.

**** THE MOTION PASSED UNANIMOUSLY.**

4. APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY ALZHEIMER'S ASSOCIATION CONNECTICUT FOR THEIR WALK TO END ALZHEIMER'S TO BE HELD ON SUNDAY OCTOBER 9, 2022, FROM 8:00AM TO 12:00PM. SET-UP TO BEGIN AT 5:30AM WITH A TEAR-DOWN NO LATER THAN 1:00PM. APPROXIMATE ATTENDANCE 1500 PEOPLE.

Ms. Tarr provided a brief overview of the event and said the event has been held for the past 15 years and she has worked with Mr. Hughes over the years, and he has been a pleasure to work with and that the event is held rain or shine. Mr. Goldstein said he had attended this event last October and it was terrific.

**** MR. GOLDSTEIN MOVED TO APPROVE THE USE OF CALF PASTURE BEACH AND IMMEDIATE SURROUNDING GROUNDS BY ALZHEIMER'S ASSOCIATION CONNECTICUT FOR THEIR WALK TO END ALZHEIMER'S TO BE HELD ON SUNDAY OCTOBER 9, 2022, FROM 8:00AM TO 12:00PM. SET-UP TO BEGIN AT 5:30AM WITH A TEAR-DOWN NO LATER THAN 1:00PM. APPROXIMATE ATTENDANCE 1500 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. APPROVE THE USE OF BRIEN MCMAHON HIGH SCHOOL AND SURROUNDING GROUNDS BY CLUB CONNECTICUT FOR THEIR BOSTON BUILDUP 10K 10 BE HELD SUNDAY JANUARY 2, 2022, FROM 10:00AM TO 11:00AM. SET-UP TO BEGIN AT 9:00AM AND TEAR-DOWN NO LATER THAN 11:30AM. APPROXIMATE 150 (+) PEOPLE.

Mr. Gerweek provided a brief overview of the event and said this is the 42nd year the race will be held and is held in the parking lot at Brien McMahon High School. Ms. Young asked if 150 people is the average attendance or if there are normally more attendees. The representative said it depends on the weather but 150 is about average.

MS. SHANAHAN MOVED TO APPROVE THE USE OF BRIEN MCMAHON HIGH SCHOOL AND SURROUNDING GROUNDS BY CLUB CONNECTICUT FOR THEIR BOSTON BUILDUP 10K 10 BE HELD SUNDAY JANUARY 2, 2022, FROM 10:00AM TO 11:00AM. SET-UP TO BEGIN AT 9:00AM AND TEAR-DOWN NO LATER THAN 11:30AM. APPROXIMATE 150 (+) PEOPLE.

**** THE MOTION PASSED UNANIMOUSLY.**

VI. DISCUSSION

Ms. Young asked Mr. Hughes to provide an update on the progress of the master plan. Mr. Hughes said that there have been a few meetings held and the consultant is still in the data collecting stages and staff has been uploading a lot of files and records and they have been doing site visits. He said the consultant would like to wait to schedule the public engagement meetings until after the holidays but there will be ample opportunity for the public to weigh in.

Ms. Young thanked Mr. Stowers for participating in the meetings prior to coming to Norwalk and shows his level of commitment to this process and she appreciates that.

Mr. Stowers said it is very important as he speaks to the consultants to see what the residents really want, and it is important as they begin the focus groups that they ask the right questions. He said the master plan can be used as a guide to plan our future.

Mr. Keegan asked about the old master plan and the \$14 million dollars in capital projects that had been approved but not been implemented. Mr. Hughes said the consultants were given a copy of all of the existing master plans and Veteran's Park was one of those so they will be looking at those current master plans to be sure the projects within those plans are relevant, and there are a few things that were done at Veterans Park following the master plan including the launch ramps, visitor docks and had rearranged the parking lots as well as some of the recommended landscaping that is in the plan. He said part of the next phase at Veterans Park was the area along the water as well as the Harbor Master Center but over the last few years there has been intense flooding in those areas at Veterans Park, so it didn't make sense to spend that money on those amenities until the flooding issue gets resolved.

Ms. Ayers said one thing she would like to see are indoor green spaces and would really like to see a public pool and even though Norwalk is surrounded by water a lot of the children don't have access to aquatic programming and if they do are out of the price range or they quickly fill up and at some point the pool at Norwalk High School will not be accessible.

Mr. Goldstein seconded everything that Ms. Ayers and asked if there is a list of every park project that is having a climate related issue. Mr. Hughes said the two sites would be Veterans Park and Calf Pasture Beach that have been the two most effected sites by the weather and saw the need lately for additional sand at the beach due to the recent tides and storm surges.

Ms. Young said the field maintenance has been a concern for the committee and that will be addressed in the master plan

ADJOURNMENT

**** MR. SHANAHAN MOVED TO ADJOURN.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:50PM.

Respectfully submitted,

Dilene Byrd

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

①

PLEASE PRINT

PERSONAL/FAMILY _____
 COMPANY/BUSINESS _____
 NON-PROFIT (501C3) Yes No _____

ORGANIZATION NAME: Club Connecticut

NAME OF BENEFICIARY: _____ Is this an Annual Event: Yes No #of years 42

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: JIM GERWECK TITLE: Chair

YOUR NAME: JIM GERWECK TITLE: Chair

ADDRESS: 156 Fallow St E-MAIL ADDRESS: jimrg156@gmail.com

CITY: NORWALK STATE: CT ZIP CODE: 06850-2315

HOME PHONE: 203-834-2966 BUSINESS PHONE: - CELL: 203-858-5449

FACILITY REQUESTED: SILVERMINE SCHOOLS FACILITY & EVENT INFORMATION # OF PARTICIPANTS 125
 EVENT: Boston BUILDUP 25K DATE REQUESTED: 2/27/2022
 SET UP TIME: 8:30 STARTING TIME: 9 BREAKDOWN TIME: 11 ENDTIME: 11:15 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) 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: N/A

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

WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER (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: 7 Dec 2021

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 11/2/22 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

PERSONAL FAMILY Special Permit

COMPANY/BUSINESS

ORGANIZATION NAME: Greenwich Kennel Club / Longshore Southport Kennel Club NON-PROFIT (501(C)(3)) Yes No

NAME OF BENEFICIARY: _____ Is this an Annual Event? Yes No How many years: 13+

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT: Dr Steacy P. Blau TITLE: Show Chair Greenwich Kennel Club

YOUR NAME: Dr Steacy P. Blau TITLE: show chair, Greenwich Kennel Club

ADDRESS: 18 Farms Free Place E-MAIL ADDRESS: spblau1@gmail.com

CITY: Eastchester STATE: NY ZIP CODE: 10709

HOME PHONE: 914 588 2375 BUSINESS PHONE: _____ CELL: 914 588 2375

FACILITY REQUESTED: Taylor Farm Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS: 800

EVENT: 88th Greenwich Kennel Club AKC Dog Show, obedience rally DATE REQUESTED: Saturday June 11, 2022
Longshore Southport AKC Dog Show DATE REQUESTED: Sunday June 12, 2022

SET UP TIME: 6:00 AM STARTING TIME: 8:30 AM BREAKDOWN TIME: _____ END TIME: 6:30 PM RAIN DATE: _____
Setup Wednesday June 8th, breakdown Monday June 13 (CHECK IN 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: Not known yet

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

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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 (not including swimming) 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: 8/23/2021

OFFICE USE ONLY

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

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF NORWALK
AND
TYRONE MARTYLEWSKI
FOR

CARETAKER'S COTTAGE AT CRANBURY PARK

THIS RENTAL AGREEMENT, made this 6th day of June, 2016, between the CITY OF NORWALK, a municipal corporation located in the County of Fairfield and State of Connecticut, acting herein by Harry W. Rilling, its Mayor, duly authorized, hereinafter called the LANDLORD, and TYRONE MARTYLEWSKI, of the City of Norwalk, County of Fairfield and State of Connecticut, hereinafter called the TENANT.

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

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

1. Term.

The term of this Lease shall be for five (5) years commencing effective the first day of July, 2016, and terminating on the thirtieth day of June, 2021.

2. Rent.

A. The rent for the term shall consist of a monthly payment of ONE THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS AND NINETY-THREE CENTS (\$1,271.93) payable in advance on the first day of each month throughout the term hereof. In addition, TENANT shall perform personal services for the benefit of the LANDLORD, described in this Lease as "Additional Rent."

B. Additional Rent. The TENANT agrees that as Additional Rent, over and above the monetary payments due each month, he will, during his occupancy of the Premises, render the following

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06851

services for the benefit of the Premises and its surrounding property within Cranbury Park (hereinafter the Park):

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

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

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

(iv) TENANT shall periodically check the Park property and provide written work orders to the Recreation and Parks Department of the City of Norwalk detailing all maintenance problems needing correction.

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

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

TENANT shall at all times remain responsible for the quality of the performance by the agent.

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

3. Tenant's Covenants.

A. TENANT hereby covenants and agrees that as a condition of this Lease, he shall at all times be and remain employed on a full-time basis by the City of Norwalk. If at any time the TENANT's employment with the City of Norwalk ceases, then, thirty (30) days thereafter, this Lease shall terminate and the TENANT shall vacate the Premises and return them to the LANDLORD in good condition as stated herein. In such event, at the time of termination of this Lease, TENANT agrees that all money due and owing to the LANDLORD under the terms of this Lease, shall be deducted from any termination or severance pay to which the TENANT may be entitled, without the need for authorization from the TENANT.

B. The TENANT further covenants with the LANDLORD to use the Premises for the sole purpose of a personal residence for himself and his immediate family members; that no waste, nuisance or unlawful activity will be committed on the Premises; that the Premises will be at all times maintained in good condition; that he will not assign this Lease or sublet any part of the Premises at any time; that he will not make any alterations therein without the prior written consent of the LANDLORD; and that he will deliver up the Premises at the expiration of this Lease or sooner termination of the tenancy in as good condition as they are now in, ordinary wear, damages by the elements excepted.

C. The TENANT agrees that the LANDLORD and its agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours for

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

D. TENANT shall procure and maintain at his own expense during the term of this Lease, renter's insurance sufficient to protect his personal belongings from theft or other loss or damage and that he shall look to such insurance in the event of any loss or damages.

The TENANT shall comply with and conform to all applicable laws of the State of Connecticut, and the laws, rules and regulations of the City of Norwalk regarding the Premises and he shall save the LANDLORD harmless from all fines, penalties and costs for any violation of or non-compliance with the same.

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

F. TENANT further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other debris or obstructing material shall be permitted in or upon the Premises, and that nothing shall be done or omitted regarding the maintenance of the Premises, in violation of state and local laws, ordinances, zoning regulations and fire and building code requirements. The TENANT agrees to indemnify, defend and save the LANDLORD, its officers, agents, and employees harmless from

and against any and all penalties, losses, damages, fines, suits and proceedings, including attorneys' fees, arising out of or related to the TENANT's violation of any such laws, ordinances, regulations or requirements.

4. Default and Termination.

A. If the rent shall remain unpaid five (5) days after it shall become payable as aforesaid, or if the TENANT shall assign this Lease, underlet or otherwise dispose of the whole or any part of the Premises, use the same for any purpose but that hereinbefore authorized, make any alteration thereto without the prior consent of the LANDLORD in writing, commit waste or suffer the same to be committed on the Premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation, expire and terminate, and the LANDLORD may, at any time thereafter, re-enter the Premises, and have and possess them as of LANDLORD's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the State of Connecticut General Statutes relating to summary process. It is understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LANDLORD to recover such possession pursuant, but that all rights to any such demand, or re-entry are hereby expressly waived by the TENANT. In such event, all rent due hereunder, together with all reasonable costs, including attorneys' fees, incurred by the LANDLORD in the enforcement of these provisions, shall become due and payable. The LANDLORD shall have all other rights and remedies as the law and equity now afford or may hereafter confer upon the LANDLORD. Such rights and remedies shall be cumulative.

B. **AND IT IS FURTHER AGREED:**

After any default of any of the covenants herein contained, the acceptance of rent or failure to re-enter by the LANDLORD, or failure by LANDLORD to hold the TENANT in default or breach shall not be held to be a waiver of the LANDLORD's

remedies hereunder including the LANDLORD's right to terminate the Lease. The LANDLORD may at any time re-enter and take possession of the Premises the same as if no rent had been accepted after such default, and regardless of any failure on the LANDLORD's part to re-enter or declare a default or breach. The acceptance by the LANDLORD of a lesser amount of rent than that due shall not be deemed to satisfy the TENANT's obligations hereunder. Such payment shall be applied to the earliest accruing obligation of the TENANT. No endorsement, statement or letter accompanying any check or payment shall be deemed to affect an accord and satisfaction. The LANDLORD may accept any such check or payment without prejudice to its right to recover the balance due, or to pursue any remedy provided at law, equity or in this Lease.

C. The parties hereto may, by mutual agreement, terminate this Lease, provided that no less than fifteen (15) days prior written notice is given of the intention to do so; that such agreement to terminate shall be expressed in writing; and shall, upon its effective date, extinguish the rights and obligations hereto of both parties each to and from the other, except as to indemnification as set out in Section 7 hereof and for damages and injuries arising prior to the date of termination.

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

D. If the TENANT fails to deliver up the possession of the Premises at the expiration of this Lease whether it occurs by lapse of time or by notice as herein provided, it is mutually agreed that the reasonable charge for the use of the Premises thereafter shall be **ONE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650.00) per month**. In such case TENANT shall hold the Premises upon the same terms and under the same covenants and

agreements as are herein contained. No holding over by said TENANT shall operate to renew this Lease without such written consent of the LANDLORD.

5. In the event that the Premises are partly damaged by fire or otherwise, so that the Premises shall be untenable, then this Lease, at the option of the LANDLORD, shall cease and terminate and the rent shall be pro-rated as of the date of termination. The LANDLORD shall be under no duty to repair the damage, or to restore the Premises to a tenable condition.

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

7. Indemnification

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

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

Neither the LANDLORD nor its agents shall be liable for damages to the TENANT or to any person claiming through the

TENANT, nor shall rent be abated for injury to person or damage to or loss of property wherever located from any cause or for damage claimed for eviction, actual or constructive. This provision includes particularly but not exclusively all claims arising out of the condition of the Premises or any part thereof including appurtenances, equipment, furnishings, fixtures or apparatus located in or on the Premises. The TENANT agrees to pay all costs of the defense of any such claims, liabilities, obligations, damages, penalties, losses, and costs. The provisions of the foregoing paragraph shall survive the expiration or early termination of this Lease; shall not be limited by reason of any insurance coverage; and shall be separate and independent of any other provision or requirement of this Lease.

8. General Provisions.

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

B. The parties understand and agree that the TENANT has examined the Premises and accepts them in their present condition; that the Premises are rented "as is" at the time this Lease is executed; that the LANDLORD has made no representations regarding the present or future condition of the Premises nor shall the LANDLORD be obligated to alter, repair, or improve the Premises in any way. However, all damage to the Premises, the surrounding Cranbury Park area, or the fixtures, equipment, systems and appurtenances in or upon the Premises or Cranbury Park area, caused in whole or in part by or resulting from any omission, negligence or act by the TENANT, his agents, invitees or licensees shall be repaired promptly by the TENANT at his sole cost and expense to the satisfaction of the LANDLORD. If the TENANT fails to make any such repairs after thirty (30)

days, the LANDLORD may have the repairs made and charge the TENANT for the cost thereof as additional rent payable within thirty (30) days.

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

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

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

[Handwritten signature]
[Handwritten signature]

By: *[Handwritten signature: Harry W. Rilling]*
Harry W. Rilling
Its Mayor
Duly Authorized

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

On this 6th day of June, 2016, before me, the undersigned officer, personally appeared HARRY W. RILLING, who acknowledged himself to be the Mayor of the CITY OF NORWALK, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand.

[Handwritten signature: Donna I. King]
Commissioner of Superior Court
Notary Public
Donna I. King
Notary Public, State of Connecticut
My Commission Expires Oct. 31, 2016

OFFICE OF CORPORATION COUNSEL
NORWALK, CONNECTICUT 06851

Signed and Delivered
in the Presence of:

Barbara Lucia

[Signature]

TENANT

Tyrone Martylewski

Tyrone Martylewski

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

On this 3rd day of June, 2016, before me, the undersigned officer, personally appeared TYRONE MARTYLEWSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained:

IN WITNESS WHEREOF, I hereunto set my hand.

[Signature]

Commissioner of Superior Court
Notary Public

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: *[Signature]*

RE: Lease agreement addendum for 360 Grumman Ave, Norwalk, CT

Addendum A

Estimated value of Caretaker Services contained within the lease agreement:

- Maintenance of outside property, immediately surrounding residence with City supplied gas and equipment, not including snow removal (April to November, 1 hour per week—32 hours, times \$28.00) \$896.00
- Open Park gates on weekends and holidays (52 weekends + 8 Holidays--60 hours) \$1680.00
- Check Park property throughout the year (1 hour per week—52 hours) \$1456.00
- Open/close bunkhouse for events, 8 events per year (8 hours) \$224.00

Total value in Caretaker Services: \$4256.00/\$354.00 monthly

City Assessor estimated market rent at \$1600.00 per month in 2020, minus \$354 for monthly caretaker services, equals \$1246.00 per month rent.

6% inflation equates \$74.76, equates to \$1320.00 recommended monthly rent for 5-year contract term

4

(No subject)

Hughes, Ken <khughes@norwalkct.org>

Wed 1/5/2022 1:06 PM

To: Terrones, Isabel <ITerrones@norwalkct.org>

Hi Ken,

Congratulations, the Department of Economic and Community Development (DECD) is pleased to inform you that your application was approved by the State Bond Commission on April 16, 2021.

Attached you will find the application and associated documents.

1. Application
2. Budget (*Please note, \$5,000 of the grant must be is reserved to pay DECD's legal expense.*)
3. Certified Resolution
4. Bidding, Contracting and Construction Guidelines
5. Professional Service Process (*If the grant will fund A/E activities*)
6. Administrative Plan Outline
7. SHPO Project Notification Form (*If applicable*)

If you have any questions, please don't hesitate to reach out to me. Best wishes on a successful project.

Sincerely,
Dave

*David Treadwell
Economic Development Agent
Dept, of Economic & Community Development
450 Columbus Blvd.
Hartford, CT 06103
Phone: 860-500-2386
E-mail: david.treadwell@ct.gov*