

**SITE DEVELOPMENT PLAN:** Cite specific section(s) of the Zoning Regulations and provide a detailed description of the proposed development. Attach additional sheets as required.

**Section 29 - C. C. 3. a**

To establish the Wilton Farmers' Market at the Town Green which will run every Wednesday starting June 1st through Oct. 26, 2022. The hours of operation will be from 12:00-5:00pm. There will be approximately 22 vendors each week. Vendors will arrive at 11:00 am to begin setup. They will unload their vehicles at the designated parking spots next to the Town Green. Once they have unloaded their vehicle each vendor must move their vehicle to the back parking lot of the Barringer Building (86 Old Ridgefield Road) for the duration of the market. As a tenant of the Barringer Building, the Chamber of Commerce is allowed access to this parking lot for our events. Paragon Management Group which manages the Town Green has granted the Chamber permission to relocate the Farmers Market to this location. (See attached lease agreement).

In addition to the parking spaces available at the Barringer back lot, Paragon's spaces adjacent to the Town Green, Piersall Building located at 44 Old Ridgefield Road, Fairfield County Bank located at 190 Old Ridgefield Road will allow guests to park at their locations. Neighboring businesses and property managers have been made aware of our intent to relocate the market to Wilton Center (see attached correspondence from businesses).

Camille Carriero - Wilton Chamber of Commerce 86 Old Ridgefield Road Wilton, CT 06897

**APPLICANT'S NAME ADDRESS**

Paragon Management Group / Town of Wilton 101 Old Ridgefield Road / 238 Danbury Road Wilton, CT 06897

**OWNER'S NAME ADDRESS**

101 Old Ridgefield Road (Town Green)

WC

**PROPERTY LOCATION ZONING DISTRICT**

439

201

73

37-1

3.41

**WLR VOLUME PAGE TAX MAP # LOT # ACREAGE**

**THE FOLLOWING MATERIALS ARE REQUIRED:**

\* Please see SPECIAL INSTRUCTIONS FOR SUBMISSION DURING COVID at:

Application Forms / Materials | Wilton CT

\* All submitted plans and documents shall bear an **original signature, seal, and license number** of the professional responsible for preparing each item. Maps should be **folded, not rolled**.

☐ **VICINITY SKETCH** at a scale of 1"=100' or 1"=200'. Said map shall show all existing zone boundaries, existing buildings and parcels, labeled by their corresponding Tax Map and Lot Number, within 500' of the subject property.

☐ **CLASS A-2 SURVEY MAP** of the subject property.

☒ **SITE DEVELOPMENT PLAN** pursuant to Section 29-11 of the Zoning Regulations.

☒ **FORM B - ZONING DATA.**

☐ **LIST OF PROJECT PROFESSIONALS** including name, firm, address and telephone.

☐ **LETTER OF TITLE** certifying owner of record as of date of the application.

☐ **PROOF OF APPLICANT'S LEGAL INTEREST** in property.

☐ **ANY OTHER PLAN OR DOCUMENT** as required by Zoning Regulations.

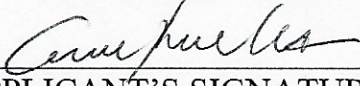
☐ **ELECTRONIC SUBMISSION** of all materials, consolidated into 1 or 2 PDFs maximum, emailed to michael.wrinn@wiltonct.org and daphne.white@wiltonct.org

☐ **\$360 FILING FEE + \$50/Unit or \$50/2000 sq. ft.** payable to: **Town of Wilton.**



**THE APPLICANT** understands that this application is to be considered complete only when all information and documents required by the Commission have been submitted and is responsible for the payment of all legal notices incurred.

**THE UNDERSIGNED WARRANTS** the truth of all statements contained herein and in all supporting documents according to the best of his or her knowledge and belief; and hereby grants visitation and inspection of the subject property as described herein.

	February 16, 2022	info@wiltonchamber.com	203-762-0567
APPLICANT'S SIGNATURE	DATE	EMAIL ADDRESS	TELEPHONE

OWNER'S SIGNATURE	DATE	EMAIL ADDRESS	TELEPHONE
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**For Planning and Zoning Department Use Only:**

Mandatory Referrals - Jurisdiction/Agency		
	Yes	No
Village District Design Advisory Committee (VDDAC):	<input type="checkbox"/>	<input type="checkbox"/>
Architectural Review Board (ARB):	<input type="checkbox"/>	<input type="checkbox"/>
Western Connecticut Council of Governments (WestCOG):	<input type="checkbox"/>	<input type="checkbox"/>
South Norwalk Electric and Water Company (SNEW) Designated Public Watershed:	<input type="checkbox"/>	<input type="checkbox"/>
First Taxing District Water Department Designated Public Watershed:	<input type="checkbox"/>	<input type="checkbox"/>
State-Designated Aquifer Protection Area:	<input type="checkbox"/>	<input type="checkbox"/>
Adjoining Community Notification:	<input type="checkbox"/>	<input type="checkbox"/>



## WILTON PLANNING AND ZONING COMMISSION

## FORM B - ZONING DATA

Include the following data on the required Site Development Plan, as well.

101 Old Ridgefield Road Wilton, CT 06897  
PROPERTY ADDRESS

3.41<sup>±</sup>  
LOT ACREAGE

WC  
ZONING DISTRICT

LOT FRONTAGE

	PER ZONING REGS (MAX OR MIN ALLOWED)	EXISTING	PROPOSED	TOTAL
GROSS FLOOR AREA [SF]	N/A	N/A		N/A
BUILDING FOOTPRINT [SF]	N/A	N/A		N/A
BUILDING COVERAGE [SF/%] (round up)	N/A	N/A		N/A
BUILDING HEIGHT [FT - Story]	N/A	N/A		N/A
FLOOR AREA RATIO (F.A.R.)	N/A	N/A		N/A
PARKING SPACES (round up)	25	25		25
LOADING SPACES	20	20		20
SITE COVERAGE [SF/%]	N/A	N/A		N/A

## OFF-STREET PARKING AND LOADING CALCULATIONS

Please provide the specific calculation used to determine the minimum required off-street parking and loading spaces pursuant to the Zoning Regulations.

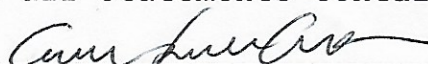
PARKING CALCULATION (Use separate page, if necessary)

20 spaces available directly by 101 Old Ridgefield Road. 20 spaces available at the Barringer building, 20 spaces available at Pierson Building, 10 spaces available at Fairfield County Bank.

LOADING CALCULATION (Use separate page, if necessary)PLAN OF CONSERVATION AND DEVELOPMENT

Please indicate on separate page how this proposal complies with the Plan of Conservation and Development.

THE UNDERSIGNED WARRANTS the truth of all statements contained herein:

  
APPLICANT'S SIGNATURE

Feb. 16, 2022

DATE



## LICENSE AGREEMENT

THIS AGREEMENT made as of the 10<sup>th</sup> day of December, 2021 by and between **WILTON CENTER REAL ESTATE LLC**, a Connecticut limited liability company, having an address c/o Paragon Management Group LLC, 276 Post Road West, Suite 201, Westport, Connecticut 06880 ("Owner") and Wilton Chamber of Commerce, a Connecticut non-profit, having an address at 86 Old Ridgefield Road, Wilton, Connecticut \_\_\_\_\_ ("User") with respect to certain real property leased by Owner from the Town of Wilton commonly known as Town Green at Wilton Center located at 101 Old Ridgefield Road, Wilton, Connecticut (the "Town Green").

**IN CONSIDERATION OF** the mutual promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Subject to all of the terms and conditions hereinafter set forth, Owner hereby grants User a temporary revocable license to use on a non-exclusive basis the gazebo area and the two (2) bathrooms located inside the office building within the Town Green (the "Licensed Areas").

2. The Licensed Areas shall be used by User solely for the purpose of holding its Farmers' Market in accordance with all applicable law and the terms and provisions hereof and for no other purpose.

3. The term of this License shall commence at 11:00 AM on Wed. June 1, 2021 and end upon 5:59 PM on Wed. Oct. 26, 2021, unless sooner terminated hereunder. Time is of the essence as to these dates and no extensions shall be permitted.

4. Owner has waived the payment of license fees for the term set forth in Section 3 above.

5. In the event that there any licenses or permits required by any governmental agency or authority with respect to the type of activity carried on and/or the use of the Licensed Areas, User shall be responsible for obtaining such licenses, authorizations and permits. No unlawful activities shall be permitted in the use of the Licensed Areas. User shall at its expense comply with all laws relating to the Licensed Areas and its use thereof, including but not limited to those pertaining to the use or disposal of hazardous or toxic waste, substances or materials.

6. User shall at all times during its use of the Licensed Premises provide sufficient supervision, police and maintain adequate control of its officers, employees, agents, contractors, customers, patrons, guests, invitees and any other person who by User's consent, permission, invitation or license, express or implied, has entered the Town Green (collectively, "User's Parties"). User shall observe all rules and regulations now or hereafter adopted by Owner and the Town of Wilton concerning User's use of the Town Green.

7. (a) User assumes liability for and hereby indemnifies and holds Owner, its managing agent (Paragon Management Group LLC), its mortgagee (Bankwell Bank) and the Town of Wilton, and its and their members, shareholders, directors, employees, customers,



tenants and invitees free and harmless from and against any and all liabilities, obligations, losses, penalties, proceedings, actions, suits, claims, settlements, judgments, damages, expenses, disbursements (including legal fees and expenses) and costs of any kind and nature whatsoever in any way relating to or arising out of the use of the Licensed Areas by User and User's Parties hereunder and/or arising out of or from any act, omission, or negligence of User and/or User's Parties within or about the Town Green and adjoining grounds. Neither Owner nor its tenants, managing agent or mortgagee nor the Town of Wilton shall be liable to User and/or User's Parties, for any matter of any nature whatsoever that is or may be caused by or due to any act, omission or negligence User, User's Parties, any Town Green tenant or other person whatsoever.

(b) Owner is to supply no services to User with respect to the Licensed Areas. Owner is to perform no work in order to make the Licensed Areas ready for User's use hereunder. User shall take the Licensed Premises in its present "AS IS", "WHERE IS" condition, and acknowledges that Owner has made no, and User is not relying upon any, representations or warranties, whether express or implied, regarding the Licensed Areas or its condition, use or suitability for User's needs. Neither Owner, nor its agents, contractors and employees, shall be liable for, and User waives all claims, for any shortages or failure of supply of utilities or services to the Licensed Areas or for any damage to person or property sustained by User or any person claiming through User resulting from any accident or occurrence in or upon the Licensed Areas, or any other part of the Town Green.

(c) This Section 7 shall survive termination of this License.

8. The User shall not obstruct the free flow of pedestrian or vehicular traffic on walkways, sidewalks, stairways, escalators, roads, driveways, parking lots or any other areas regularly used for such traffic within the Town Green and the land upon which it sits. User shall not allow others to use or occupy the Licensed Areas and shall not assign or otherwise transfer this License or any rights or benefits hereunder to others.

9. User shall carry and keep in force with a reputable, licensed Connecticut insurance company a comprehensive commercial general liability policy, including liability coverage with respect to this agreement, bodily liability, property damage, all in broad form having combined single limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, together with excess liability insurance with limits of not less than \$2,000,000.00 written on an occurrence basis (not a claims made basis) in form and substance prescribed by Owner. Before using the Licensed Areas further, User shall furnish to Owner or its agent certificates issued by the companies issuing such insurance evidencing that such insurance is in full force and effect naming Owner as an insured thereunder and providing that no such insurance may be canceled or modified without at least ten (10) days notice by certified mail, return receipt requested to Owner. In addition to Owner, Owner's managing agent (Paragon Management Group LLC), Owner's mortgagee (Bankwell Bank) and the Town of Wilton shall be named as additional insureds on such policies.

10. User shall not harm the Licensed Areas or the Town Green; nor commit waste nor create any nuisance or make any use of the Licensed Premises which is offensive as determined by Owner in its sole judgment; nor do any act tending to injure the reputation of the Town Green.



11. User shall not make any changes, alterations or additions, nor permit the making of any changes, alterations or additions to the Town Green, nor place of any exterior signs, placards, or another advertising media, banners, pennants, awnings, or the like, without obtaining the prior written consent of Owner.

12. User shall not permit or suffer any mechanics lien to be filed against the Licensed Areas or the Town Green by reason of any work, labor, services or materials performed at or furnished to said premises, to the User, or to anyone holding said premises through or under the User. Nothing in this License shall be construed as Owner's consent to subject the Owner's estate in the Town Green to any lien of liability under the State of Connecticut lien laws.

13. User at its expense agrees at the termination of this License to promptly clean, remove and dispose of all waste, garbage and debris generated by User and User's parties within the Town Green and adjoining grounds, and to remove all of its and its User Parties' property, goods and effects from the Town Green and to repair all damage caused by such removal and to restore the Licensed Areas to the same condition as existed at the time of signing this License Agreement, and to peaceably yield up the Licensed Premises clean and in good order, repair and condition, ordinary wear and tear excepted. Any property, goods or effects of User not removed within two (2) days following such termination shall be deemed abandoned and shall, at Owner's option, become its property.

14. In the event of any failure of User to pay or perform any of the terms, conditions or covenants of this License to be observed or performed by User, or if User shall become bankrupt or insolvent, or to file any debtor proceedings, or take or have taken or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of User's property, or if User makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if User shall fail to use the Licensed Premises for the permitted uses herein allowed within two (2) business days from the commencement of the term hereof, then Owner, besides other rights or remedies it may have, shall have the immediate right to terminate this License and/or the immediate right of re-entry and may remove all persons and property from the Licensed Areas and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of User, all without service or notice or resort of legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. User agrees to pay on demand Owner's expenses including reasonable attorney's fees, whether or not suit be brought, incurred by Owner in protecting its rights under, and enforcing the terms of, this License.

15. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of either principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

16. Anything to the contrary contained herein notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who, directly or indirectly, and whether disclosed or undisclosed, constitute Owner with respect to any of the terms, covenants, conditions and provisions of this agreement, and User shall look solely to Owner's equity interest in the Town Green for recourse in the exercise of any remedy User seeks in the event of default by Owner hereunder. Such exculpation of personal liability is absolute and without exception.



17. This License does not create any tenancy or other possessory right in favor of User in or to the Licensed Areas and under no circumstances shall be deemed or construed as a Lease Agreement.

18. User represents it is fully authorized by all required corporate action to enter into this License and the individual(s) signing this License on behalf of User are each authorized to bind User to its terms.

19. This License is subject and subordinate in all respects to any and all ground, net and superior lease covering all or any part of the Town Green, and to any and all mortgage liens now or hereafter placed against all or any part of the Town Green and to all advances made or to be made thereunder. Notices hereunder shall be in writing and delivered by certified mail return receipt requested by one party to the other at their respective addresses set forth above. Additionally, Owner may also give notice by personal delivery to User at its address above or to User's representatives at the Town Green. This License cannot be amended orally. This License shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall be governed and construed by the laws of the State Connecticut.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto duly execute this License as of the day and year first above written.

WILTON CENTER REAL ESTATE LLC  
By: Pargun Mani LLC, d.b.a.

By: Joan Dudziel, RE Manager

Name: Joan Dudziel

Title: Real Estate Manager

By: Camille Carrero - Wilton Chamber of Commerce

Camille Carrero, President - Executive Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Daigle & Travers Ins Agency LLC	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (203) 762-8373 FAX (A/C, No): (203) 761-8555 E-MAIL: ADDRESS:														
<b>INSURED</b>  Wilton Chamber of Commerce 86 Old Ridgefield Rd Wilton, CT 06897	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Accident &amp; Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Accident & Indemnity Company	22357	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			31SBAIH6098	10/24/2021	10/24/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			31WECLG4513	7/30/2021	7/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Farmers Market at the Wilton Town Green, Wednesdays June 1st - October 26th, 2022

Wilton Center Real Estate LLC, Paragon Management Group LLC, Bankwell Bank and the Town of Wilton is shown as an Additional Insured on the General Liability policy as required in the written, signed and executed Agreement/Contract directly with the Named Insured subject to all terms, conditions and exclusions of the insurance contract in place for the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

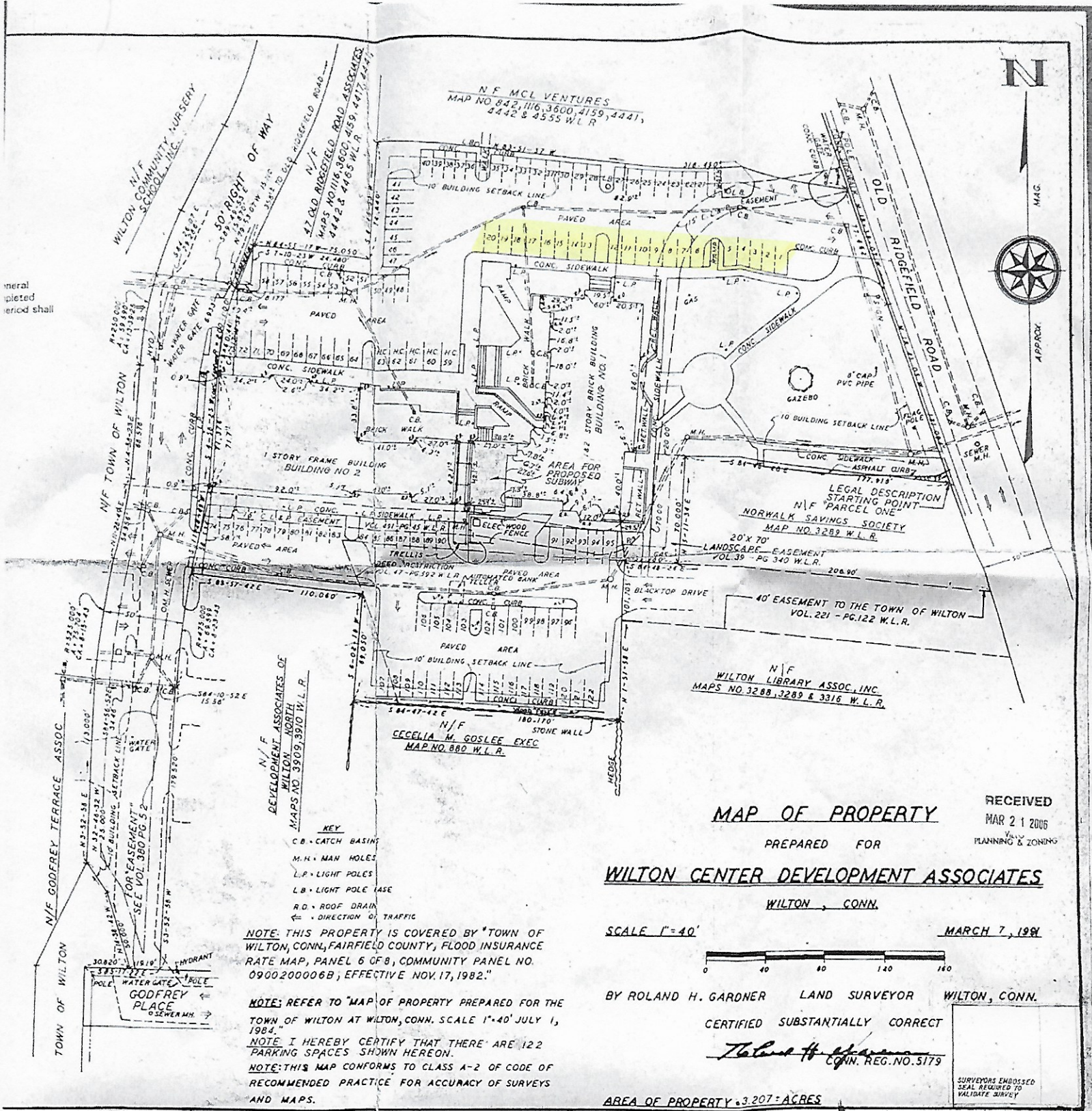
Wilton Center Real Estate LLC  
 276 Post Road West  
 Westport, CT 06880

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



meral  
pleted  
eriod shall



MAP OF PROPERTY

PREPARED FOR

WILTON CENTER DEVELOPMENT ASSOCIATES

WILTON, CONN.

SCALE 1"=40'

MARCH 7, 1991

BY ROLAND H. GARDNER LAND SURVEYOR WILTON, CONN.

CERTIFIED SUBSTANTIALLY CORRECT

*Roland H. Gardner*  
CONN. REG. NO. 5179

AREA OF PROPERTY 3.207 ACRES

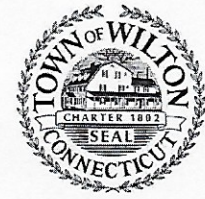
RECEIVED  
MAR 21 2006  
PLANNING & ZONING

SURVEYORS EMBOSSED  
SEAL REQUIRED TO  
VALIDATE SURVEY



# Town of Wilton

Geographic Information System (GIS)



Date Printed: 2/16/2022



## MAP DISCLAIMER - NOTICE OF LIABILITY

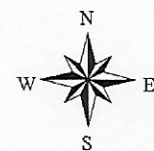
This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Wilton and its mapping contractors assume no legal responsibility for the information contained herein.

Zoning Effective: July 28, 2017

Planimetrics Updated: 2014

Approximate Scale: 1 inch = 200 feet

0 200 Feet



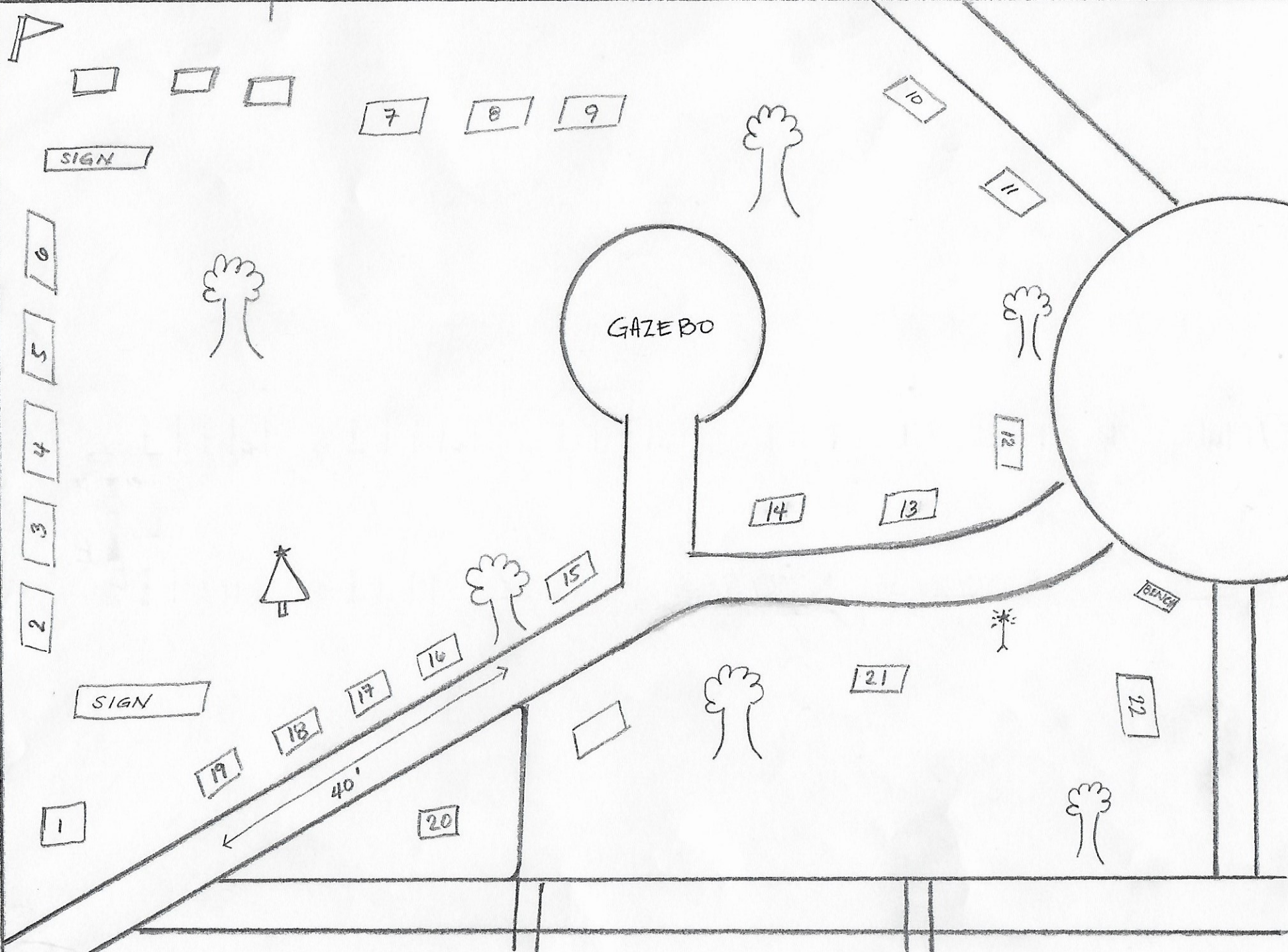


OLD RIDGEFIELD ROAD

64'

50'

stairs



Vendor spots. Farmers Market 2022