



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, AUGUST 9, 2023
7:00 PM**

<https://www.norwalkct.gov/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.gov to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of July 12, 2023
- 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. The Recreation and Parks Director recommends to the Recreation and Parks and Cultural Affairs Committee of the Common Council, the acceptance and approval of the 2023 Recreation and Parks Ten Year Master Plan and Strategic Plan developed in concert with Kimley-Horn Consultants. And further recommends the 2023

Master Plan and Strategic Plan be moved to the next meeting of the Common Council for final adoption.

2. Approve the use of Calf Pasture Beach and immediate surrounding grounds by Norwalk Hospital Foundation for their Whittingham Cancer Center Walk & Run event to be held on Saturday, September 30, 2023 from 7:30 AM to 12:00 PM. Set-up from 6:00 AM with tear-down by 4:00 PM. Approximately 1250 people.
3. Approve the use of Calf Pasture Beach and immediate surrounding grounds by Alzheimer's Association Connecticut Chapter for their Walk to end Alzheimer event to be held on Sunday, October 8, 2023 from 8:00 AM to 12:00 PM. Set-up at 5:30 AM with tear-down by 1:00 PM. Approximately 2400 people.
4. Authorize the Purchasing Agent to issue a purchase order in an amount not to exceed \$66,993.44, for the purchase of 48 in-ground garbage receptacles from Sybertech Waste Reduction, Ltd., Project # 4276 from account # 0923-6030-5796-C0832.
5. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Aqualis for the installation of 48 in-ground garbage receptacles for an amount not to exceed \$71,181.10 from account # 0923-6030-5796-C0382.
 - 4.a Authorize the Director of Recreation and Parks to issue change order to Aqualis for the installation of 48 in-ground garbage receptacles, in amount not to exceed \$14,236.22 from account # 0923-6030-5796-C0832.
6. Authorize the Purchasing Agent to issue a purchase order for the sole source purchase and installation of a new playground for Cranbury Park, in an amount not to exceed \$192,291.50 of the OMNIA Partners agreement from account # 0921-6030-5888-C0366.
 - 6.a Authorize the Director of Recreation and Parks to issue a change order in an amount not to exceed \$18,815.00 for the sole source purchase and installation of a new playground for Cranbury Park from account # 0921-6030-5777-C0366.
7. Authorize the Purchasing Agent to issue a purchase order for the sole source purchase of a freightliner M2 106 Plus from Freightliner of Hartford, off the State of Connecticut DAS contract # 14PSX0239 in an amount not to exceed \$192,206.20 from account # 0923-6030-6796-C0832.
 - 7.a Authorize the Purchasing Agent to issue a change of order for the sole source purchase of a freightliner M2 106 Plus from Freightliner of Hartford, off the State of Connecticut DAS contract # 14PSX0239 in an amount not to exceed \$19,220.00 from account # 0923-6030-6796-C0832.



**CITY OF NORWALK
RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, JULY 12, 2023.
REGULAR MEETING
7:00PM.**

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ATTENDANCE: Darlene Young, Chair, Jenn McMurrer; Nicol Ayers; John Kydes; Josh Goldstein; Bran Meek

ABSENT: Lisa Shanahan

STAFF: Robert Stowers, Director of Recreation and Parks; Ken Hughes, Superintendent, Recreation and Parks; Jessica Vonashek, Chief of Economic and Community Development; Anna Breault, Special Event Coordinator

OTHERS: Nick Kuhn

I. ROLL CALL

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

II. MINUTES OF JUNE 14, 2023

**** MS. MCMURRER MOVED TO APPROVE THE MINUTES AS SUBMITTED.
** THE MOTION PASSED UNANIMOUSLY.**

III. PUBLIC PARTICIPATION

There was no public participation this evening.

IV. OLD BUSINESS

There was no old business discussed.

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 RYAN PARK AND IMMEDIATE SURROUNDING GROUNDS BY CITY OF NORWALK FOR THEIR SONO FARMERS MARKET EVENT TO BE HELD ON SUNDAY, JULY 30, 2023, FROM 10:00 AM TO 3:00 PM. SET-UP FROM 9:00 AM WITH TEAR-DOWN BY 4:00 PM. APPROXIMATELY 100 + PEOPLE.

Ms. Vonashek presented an opportunity to host events in Ryan Park as part of a new initiative using ARPA funding. She introduced Anna Breault and said they have brought her on as the Special Event Coordinator for a two-year period and part of her responsibilities are to look at citywide events that are offered in the urban core and to also look at launching farmers markets and different events and understand how to activate the urban area and the streetscape. She said they have been working closely with Mr. Stowers and Mr. Hughes and their team as well as DPW to be sure they are not overlapping in anyway and sharing a calendar that makes sense for the city. She said they are requesting the use of Ryan Park on July 30, 2023,

from 9:00AM to 4:00PM and presented a layout of the event. She said they would like to pilot the event and hold it every two weeks and have it grow overtime. Ms. McMurrer said that she loves that the city is thinking of doing events like this. Mr. Goldstein agreed but said there is not a lot of parking available, and which could be a challenge and provided some suggestions, but otherwise he thinks this is a wonderful idea and Ryan Park is an underutilized park and he loves the idea of holding events in Ryan Park especially in the day and early evening hours. Ms. Young said she appreciates the responsiveness to what staff has heard from the community over the years about the development that has been happening in Norwalk and particularly in South Norwalk for almost two decades and a great start of a foundation of what is to come.

**** MS. MCMURRER MOVED TO APPROVE THE USE OF RYAN PARK AND IMMEDIATE SURROUNDING GROUNDS BY CITY OF NORWALK FOR THEIR SONO FARMERS MARKET EVENT TO BE HELD ON SUNDAY, JULY 30, 2023, FROM 10:00 AM TO 3:00 PM. SET-UP FROM 9:00 AM WITH TEAR-DOWN BY 4:00 PM. APPROXIMATELY 100 + PEOPLE.**
**** THE MOTION PASSED UNANIMOUSLY.**

2. APPROVE THE USE OF SPRINGWOOD PARK AND IMMEDIATE SURROUNDING GROUNDS BY PROJECT 9 A FOUNDATION FOR THEIR COMMUNITY EVENT TO BE HELD ON SATURDAY, AUGUST 19, 2023, FROM 12:00 PM TO 7:00 PM. SET-UP FROM 10:00 AM WITH TEAR-DOWN BY 8:00 PM. APPROXIMATELY 100 PEOPLE.

Mr. Fuller provided an overview of the event and said it is a community event for the Roodner Court neighborhood and Project 9 in a non-profit organization that was put together by some people that were born and raised in Roodner Court to give back to their old community and would like to make it an annual event. Mr. Stowers said he supports this effort. Ms. Young wished Mr. Fuller much success and said it will be a great addition to the area.

****MS. MCMURRER MOVED TO APPROVE THE USE OF SPRINGWOOD PARK AND IMMEDIATE SURROUNDING GROUNDS BY PROJECT 9 A FOUNDATION FOR THEIR COMMUNITY EVENT TO BE HELD ON SATURDAY, AUGUST 19, 2023, FROM 12:00 PM TO 7:00 PM. SET-UP FROM 10:00 AM WITH TEAR-DOWN BY 8:00 PM. APPROXIMATELY 100 PEOPLE.**
**** THE MOTION PASSED UNANIMOUSLY.**

3. APPROVE THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS BY THE LOCKWOOD-MATHEWS MANSION MUSEUM FOR THEIR OLD-FASHIONED FLEA MARKET EVENT TO BE HELD ON SUNDAY, AUGUST 27, 2023, FROM 10:00 AM TO 4:00 PM. SET-UP TIME 7:00 AM WITH TEAR-DOWN BY 6:00 PM. APPROXIMATELY 2,500 PEOPLE.

Mr. Stowers asked about the construction that is currently going on at the mansion. Mr. Hill said that the construction is all internal and the only external piece is the fence and they have factored that in and will adjust the map as needed.

**** MR. STOWERS MOVED TO APPROVE THE USE OF MATHEWS PARK AND IMMEDIATE SURROUNDING GROUNDS BY THE LOCKWOOD-MATHEWS MANSION MUSEUM FOR THEIR OLD-FASHIONED FLEA MARKET EVENT TO BE HELD ON SUNDAY, AUGUST 27,**

2023, FROM 10:00 AM TO 4:00 PM. SET-UP TIME 7:00 AM WITH TEAR-DOWN BY 6:00 PM. APPROXIMATELY 2,500 PEOPLE.

**** THE MOTION PASSED UNANIMOUSLY.**

4. APPROVE THE USE OF TRACEY MAGNET SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY TRACEY MAGNET SCHOOL PTA FOR THEIR HARVEST MOVIE NIGHT TO BE HELD ON FRIDAY, OCTOBER 13, 2023, FROM 6:00 PM TO 8:30 PM. SET-UP TIME 3:30 PM WITH TEAR-DOWN BY 9:00 PM. APPROXIMATELY 450 PEOPLE.

Ms. Tiani provided an overview of event and said this will be the third annual event and is only open to the families at Tracey Magnet School and is a fun night for the families to get together. Mr. Stowers said it has been a very successful event.

**** MS. MCMURRER MOVED TO APPROVE THE USE OF TRACEY MAGNET SCHOOL FIELD AND IMMEDIATE SURROUNDING GROUNDS BY TRACEY MAGNET SCHOOL PTA FOR THEIR HARVEST MOVIE NIGHT TO BE HELD ON FRIDAY, OCTOBER 13, 2023, FROM 6:00 PM TO 8:30 PM. SET-UP TIME 3:30 PM WITH TEAR-DOWN BY 9:00 PM. APPROXIMATELY 450 PEOPLE.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO M. O'BRIEN & SONS IN AN AMOUNT NOT TO EXCEED \$87,377.04 FOR THE SOLE SOURCE PURCHASE OF A NEW PLAYGROUND FOR MARVIN SCHOOL, FROM ACCOUNTS # 0921/22/23-6030-5777-C0364, OFF THE MHEC MC15-B14 STATE CONTRACT.

Ms. McMurrer recused herself from this item.

Mr. Hughes said that in 2017 the larger playground was replaced in the back of Marvin School and this item is to replace the small playground that is on the side of the school which was built in 2007 and is the fourth oldest playground in the city. He said they worked with the PTO and the playground designer to come up with a design that the school likes and are ready to move ahead with the construction. Mr. Goldstein asked what the timeline is. Mr. Hughes said once they place the order approximately seven months for delivery so it will be done late winter-early spring. Ms. Young asked when the playground on Bouton Street will be replaced. Mr. Hughes said that the top half was done in 2012 and the second half is slated to be done this year through ARPA funding, and the next one to be replaced will be at Veterans Park and Ludlow Park and the next school playground on the list is Wolfpit School which was last replaced in 2011. He said that 15-18 years is the typical lifespan of the playgrounds.

**** MS. AYERS MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO M. O'BRIEN & SONS IN AN AMOUNT NOT TO EXCEED \$87,377.04 FOR THE SOLE SOURCE PURCHASE OF A NEW PLAYGROUND FOR MARVIN SCHOOL, FROM ACCOUNTS # 0921/22/23-6030-5777-C0364, OFF THE MHEC MC15-B14 STATE CONTRACT.**

**** THE MOTION PASSED UNANIMOUSLY.**

VI DISCUSSION

Draft Master Plan Presentation and Discussion.

Mr. Stowers said that he has been pushing to complete the Master Plan and are at the point of looking at adoption and that it is in final draft form and are in the process of collecting comments and have had several community meetings and have made some modifications. He said the goal is to have the consultant go through the plan and bring it to the committee next month which will include the comments from the public and the Common Council for adoption.

Mr. Kuhn presented and provided an overview of the Master Plan and said there has been a lot of great participation on the draft plan and there have been almost 850 hours contribution from the public from the residents for the development of the master plan. He said there were two surveys as part of this and he presented the top eight barriers which were not knowing what is offered; the lack of rest rooms citywide; not knowing the locations of the parks; lack of sidewalks and bike lanes; parks are too far; security is insufficient; programs/facilities not offered; and the parks are too crowded. He said the other question was the top eight actions residents are willing to support with tax dollars which were maintaining existing beach and parks/water access; develop new trails/connect existing trails; improve existing beach/parks; acquire more open space; acquire land and develop more parks; maintain existing school parks; and to develop new aquatic facilities. He said for the facilities there was a lot of focus on connectivity and smaller neighborhood parks and for program and activities there was also of focus on water related activities, aquatics, and nature enjoyment.

Mr. Kuhn said the top 10 vision goals were to provide high quality parks and facilities and address maintenance needs; access to parks within a 10- minute walk/15-minute bike ride; identify and secure funding sources; provide year round indoor recreation opportunities; provide inclusive and equitable programming; enhance the resiliency of waterfront facilities; meet existing and future staffing needs; promote collaborative partnerships with public schools/non-profit organizations/private entities; plan and develop a comprehensive a greenway and blue way trail network and to develop standards for urban solutions.

Mr. Kuhn said the implementation cost estimate is \$142.7 million in total proposed capital projects, \$43 million in reinvestment in existing parks and facilities, historic capital improvement funding trends may provide approximately \$46.25 million over the next 10 years requiring additional sources.

Mr. Kuhn said there are six strategies for implementation that include phasing projects; additional sources; grant stacking; cost recovery; complimentary providers and partners; and project prioritization.

Mr. Kuhn said the draft Master Plan was presented on June 8, 2023, and has been available online since May 30, 2023 for public review and comment and had great participation with 280 downloads of the report and over 440 reads and some of the comments were geared towards wanting to increase the emphasize on youth sports, more dog parks, and more aquatics which are addressed in the master plan quite well.

Ms. Ayers thanked Mr. Kuhn for the robust report and for presenting it in a very tangible manner. Ms. Ayers asked what additional work needs to be done to make the connectivity or to add new trails. Mr. Kuhn said the city has a new transportation plan as well which starts to address that as well in a more comprehensive way, but Recreation and Parks has a roll in addressing some of those needs such as looking at opportunities with the parks to provide additional opportunities for trails and how the

department can contribute as a partner to the continued implantation of the Norwalk River Valley Trail and the Harbor Loop. Ms. Ayers asked if there are any other funding sources so that the projects don't have to be capital budget projects. Ms. Kuhn said it would be a combination of strategies such as state grants and the ARPA funding has been monumental in moving some projects forward, and to continue to be proactive in seeking alternate funding sources.

Mr. Stowers said they have recently received notice that they will be receiving a substantial grant for the trails and at the same time will also be receiving \$450,000 to do the trails and will be participating in some of the maintenance and planning on where the NRV trail as well. He also said they have a grant for Cranbury to plan and develop a real trail system that is coordinated and planned by a professional trail planner. He said over the last year they have received over \$12 million dollars in the capital budget and now can focus the capital budget on these items and now have a real strategic plan to not only do the maintenance but also for capital projects.

Ms. Young asked what the next step in the process is. Mr. Stowers said to review the comments and come up with a final draft and present it at the August meeting for approval. Ms. Young thanked Mr. Kuhn for his presentation and said that it is helpful as the committee tries to disseminate the information throughout the community.

ADJOURNMENT

**** MS. MCMURRER 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

PLEASE PRINT

ORGANIZATION (IF APPLICABLE) Norwalk Hospital Foundation PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☐ NON-PROFIT (501C3) Yes ☒ No ☐

NAME OF BENEFICIARY (IF APPLICABLE) _____ Annual Event: Yes ☒ No ☐ # of years 20

NAME OF CORPORATE OFFICER AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT. Susan Kania TITLE: Senior Director

YOUR NAME Susan Kania TITLE: Senior Director

ADDRESS: 31 Maple Street E-MAIL ADDRESS: Susan.Kania@NorwalkHealth.org

CITY: Norwalk STATE: CT ZIP CODE: 06850

HOME PHONE: _____ BUSINESS PHONE: 203 739 7354 CELL: 203 240 8938

FACILITY REQUESTED: Calf Pasture Beach FACILITY & EVENT INFORMATION # OF PARTICIPANTS 1250

EVENT: Whittingham Cancer Center Walk & Run DATE REQUESTED: 9/30/23

SET UP TIME: 6 AM START TIME: 7:30 AM ENDTIME: NOON BREAKDOWN TIME: 4 PM 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? (NOT ALLOWED AT BEACH) 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 Susan Kania DATE: 7/13/23

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: 8/9 YES ☐ NO ☐ N/A ☐

COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: 8/9 YES ☐ NO ☐ N/A ☐

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

PLEASE PRINT
ORGANIZATION (IF APPLICABLE) ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER PERSONAL/FAMILY ☐ COMPANY/BUSINESS ☒
NAME OF BENEFICIARY (IF APPLICABLE) ALZHEIMER'S ASSOCIATION CONNECTICUT CHAPTER Annual Event: Yes ☒ No ☐ # of years 30
NAME OF COORDINATE OFFICER AUTHORIZED Virginia HANBRIDGE TITLE EXECUTIVE DIRECTOR
YOUR NAME CHERYL PODOB TITLE Development Manager, FAIRFIELD COUNTY
ADDRESS 200 BOSSMAN EXECUTIVE BLVD, SUITE 4B E-MAIL ADDRESS CSPODOB@ALZ.ORG
CITY Southington STATE CT ZIP CODE 06489
HOME PHONE _____ BUSINESS PHONE 203-807-5839 CELL 203-521-8218

FACILITY REQUESTED CALF PASTURE BEACH FACILITY & EVENT INFORMATION # OF PARTICIPANTS Approx 2400 (TBD)
EVENT WALK TO END ALZHEIMER'S DATE REQUESTED OCT 8, 2023
SET UP TIME 5:30 AM START TIME 8AM END TIME 12PM BREAKDOWN TIME 1PM 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? (NOT ALLOWED AT BEACH) 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

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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 Cheryl Sg Podob DATE 7/20/2023

OFFICE USE ONLY

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

Services Proposed For: Sybertech Waste Reduction Ltd

City of Norwalk
125 East Ave
Norwalk CT, 06851

Internal RO#:RO_18434

Driver for Corrective Action

 Attention Needed

 Action Needed

 Action Required



Compliance / Function/ Installation; Per Client Requests to install 48 Millennium In-ground Trash Cans & Recycling Containers within the City of Norwalk

Summary of Issues

This proposal results from a client wanting to install Millennium In-ground Trash Cans & Recycling Containers within the City of Norwalk. AQUALIS suggests the use of HydroExcavation to ensure proper installation of the containers.

Root Cause

Installation of Trash & Recycling Containers

Scope of Work

AQUALIS shall provide the Services and Deliverable(s) as follows:

- Mobilize all equipment and labor to the site.
- Install necessary BMPs, barricades, and signage as needed
- HydroExcavation
- Perform all underground service locations checks before excavating for Installation
 - Ensure no overhead obstructions for safe emptying
- Excavate hole 3-6 inches deeper than required depth and minimum width as per guide below. Unit should be set on 3-6" minimum level bed of pea gravel or equivalent.
 - If pea gravel or equivalent is not available, sand may be used but must be levelled and well packed
- Prior to placement of container into the hole, remove all sharp objects and rocks to prevent damage to the container.
 - Millennium 3000 and 4000 bases set @ 60" below finish grade. Minimum dia. 40" wide *
 - Millennium 2000 base set @ 24" below finish grade. Minimum hole dia. 40" wide *
 - Millennium 1000 base set @19" below finish grade. Minimum hole dia. 26" wide *
- * Preferred backfilling material is 1/8 to 3/8 pea gravel (or equivalent aggregate fill). Do not use heavy clay or rocky material.
- * In high water table areas, contact Sybertech Waste Reduction Ltd. for instructions.
- * When installing multiple units' side by side, allow 24" space between the two units.
- * When installing steel skirt option, it is advisable to pour cement pad or supply solid footing for secure anchoring of skirt. It is crucial that 33" of the tank must be above finish grade for proper lock access. We strongly advise expansion material between concrete and unit.
- Place container into hole
- Install center braces
- Backfill evenly to ensure the container stay in a round symmetrical shape
- Install lifting harness by placing strap hook through drilled holes

- Install Bag Liner
- Perform general site cleanup
- Demobilize
- Dispose of waste at an appropriate offsite facility

Special Project Notes

- *This proposal is valid for 30 days
- Assumes that all HydroExcavation is to occur over suitable soil
- Excludes Permitting & Engineering
- Excludes Traffic Control
- Includes up to 2 tons of disposal per day
- Total cost includes a single mobilization cost

Total Cost of 1 Unit: \$2,598.43

Total Cost of 48 Units: \$71,181.10

This Work Order is issued pursuant to that certain Master Services Agreement, by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and the Client, dated 6/22/2023 (the "Agreement"). Capitalized terms used and not defined in this Work Order shall have the meaning set forth in the Agreement.

This scope of work is confidential to AQUALIS, Sybertech Waste Reduction Ltd and their respective representatives. Without the prior written consent of AQUALIS, Sybertech Waste Reduction Ltd shall not, and shall not permit any of its representatives to, disclose to any person: (a) the existence or contents of this scope of work; (b) the fact that investigations, discussions, or negotiations are taking or have taken place concerning a transaction by AQUALIS and Sybertech Waste Reduction Ltd, including the status thereof; or (c) any terms, conditions, or other matters relating to this scope of work.

Signed _____
Sybertech Waste Reduction Ltd authorized signature

Date _____

Signed Joseph D'Amelio
AQUALIS authorized signature

Date 6/22/2023



Millennium Series In-ground Trash Can Receiving, Handling, and Installation Instructions

Receiving

It is always best practise when your order arrives to completely unwrap and inspect for any shipping issues; this must be noted on carrier documents before signing for delivery.

*Note: While unpacking, it is a good time to find and identify all parts shipped with unit for trouble free installation. Inside the lid will be the lifting platform with strap assembly, a single bag for use after installation and a set of installation instructions See Fig 1. On keyed lock units you will also find any keys ordered in a pouch adhered beside a lock bracket in Can /Lid marked number 1 as in Fig 2

Fig. 1

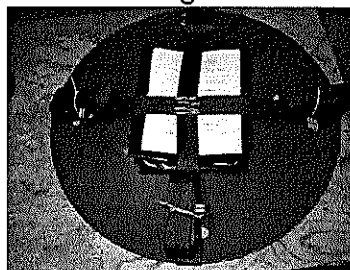
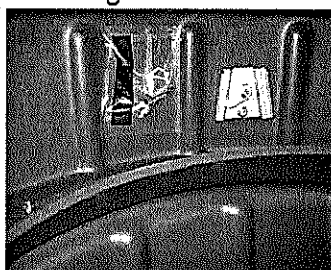


Fig. 2



Storage after arrival

If storing outside until installation, install the lid correctly. This will keep the unit from filling with water or snow until ready for installation and keep all components inside dry. Units must be stored standing upright to ensure that units stay symmetrical for trouble free installation and proper function of units.

Important! Read completely before installation

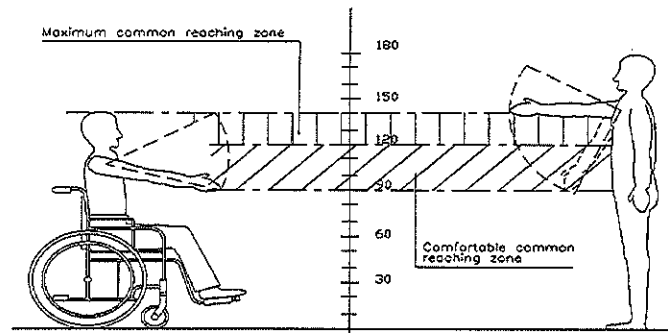
1. Perform all under ground service locations checks (power, sewer, water, gas) before excavating for installation, if needed. Ensure no overhead obstructions for safe emptying. (Branches, power lines, building overhangs etc.)
2. Excavate hole 3-6 inches deeper than required depth and minimum width as per guide below. Unit should be set on 3-6" minimum level bed of pea gravel or equivalent. (If pea gravel or equivalent is not available, sand may be used but must be levelled and well packed.)

Prior to placement of container into the hole, remove all sharp objects and rocks to prevent damage to the container.

- Millennium 3000 and 4000 bases set @ 60" below finish grade. Minimum dia. 40" wide *
- Millennium 2000 base set @ 24" below finish grade. Minimum hole dia. 40" wide *
- Millennium 1000 base set @ 19" below finish grade. Minimum hole dia. 26" wide *

Fig. 3

Door opening height user comfort zone chart

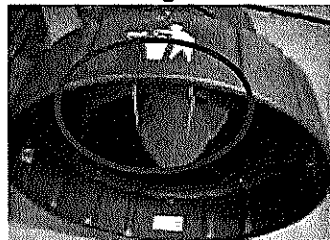


***Important Special Considerations**

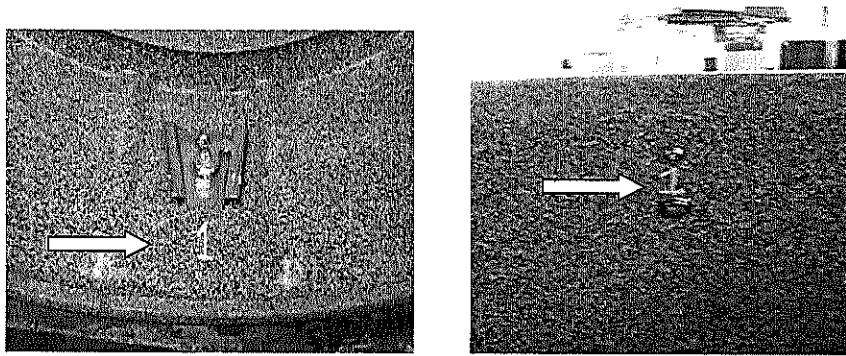
- * Preferred backfilling material is 1/8 to 3/8 pea gravel (or equivalent aggregate fill). Do not use heavy clay or rocky material.
- * In high water table areas, contact Sybertech Waste Reduction Ltd. for instructions.
- * When installing multiple units' side by side, allow 24" space between the two units.
- * When installing steel skirt option, it is advisable to pour cement pad or supply solid footing for secure anchoring of skirt. It is crucial that 33" of the tank must be above finish grade for proper lock access. We strongly advise expansion material between concrete and unit.

Prepare lid for installation by cutting the plastic zip ties holding the lid opening closed during shipping on all models. See Fig. 4 below:

Fig. 4



3. Place container into hole, making sure it is rotated for proper desired lid opening direction. Units with keyed locking system LIDS AND TANKS MUST be matched and installed correctly for proper lock function and opening direction. The tanks and lids are NUMERED SEQUENTIALLY WITH A YELLOW OR WHITE PAINT PEN. IE; LID 1 TANK 1, LID 2 TANK 2, ETC. SEE PICTURES FOR LOCATIONS FOR NUMBERING THE PARTS This also matches lid lock bracket and tank bracket for lock alignment from test fitting at factory and determines direction of lid opening.



4. Before beginning backfill we recommend constructing installation brace Figure B shows an easy to build brace to hold containers symmetrical shape during back filling process. Wedge inside can at ground level make sure to have rope tied to brace for ease of removal. Brace boards are two pieces of 2x4 29-1/4" long. Important: the container must stay in round symmetrical shape to ensure easy removal of bag and good seal on lid to prevent odour. Make sure to check for plumb regularly throughout the back fill process.
5. After installing center brace (see figure B below), begin back filling carefully and evenly, avoiding too much fill and weight on one side to prevent container from distorting from round to oval shape. Note if container has gone oval due to being laid on side during storage or shipping, follow one of the following: A) Stand upright in sunny/warm, location container will go back to shape. B) Back filling more material and weight on two appropriate sides as shown in figure A will bring the container walls back into round. C)

Figure A

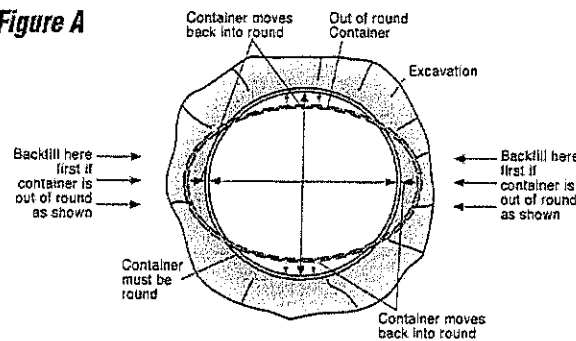
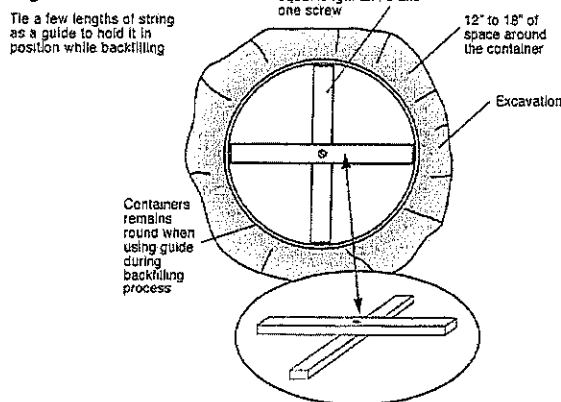


Figure B



6. After backfill process is complete, install lifting harness by placing strap hook through drilled holes (see figure A) in tank side (not over top edge as in figure B).

Hooks installed correctly should look like figure C

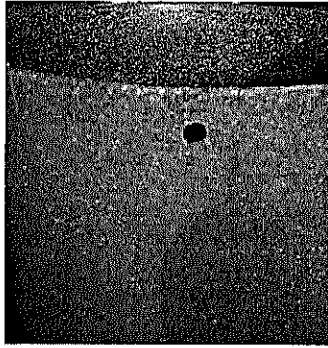


Fig A

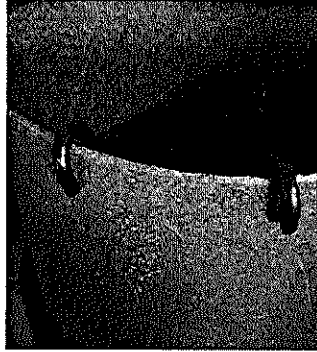


Fig B



Fig C



7. Next, install the bag liner (See pictures below for the proper way to secure the bag over the locking bracket to ensure correct locking functionality), set lid on and lock down.



Call 1-888-888-7975 for further information or questions



SYBERTECH
Waste Reduction Ltd.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "**Agreement**") is effective as of June 22, 2023 (the "**Effective Date**"), by and between New Restoration and Recovery Services, LLC d/b/a AQUALIS and Sybertech Waste Reduction Ltd (the "**Client**").

1. **WORK.** AQUALIS shall perform certain Work for Client (the "**Work**") as set forth in one or more work orders or proposals in the form of the Proposals hereto (each a "**Work Order**"). All Work Orders issued under this Agreement and all Work performed pursuant to Work Orders shall be subject to the terms of this Agreement and any conflict in terms shall be resolved in favor of the Work Order. Client may, upon written agreement by AQUALIS, request AQUALIS to make changes in the scope of the Work, provided that if any requested changes cause an increase in the cost or time required for the performance and delivery, Client shall execute an agreement, in form and substance satisfactory to AQUALIS, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery. This includes additional costs as related to unforeseen permits, fees and changes in required coverages.

2. **ACCESS AND AUTHORIZATION.** Client shall provide AQUALIS with all necessary access to the area(s) in which the Work is to be performed. Unless otherwise specified, Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation, authorizations or permits, in each case, may result in additional fees.

3. **STANDARDS; WARRANTY.** AQUALIS will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Unless otherwise specified in the applicable Work Order, AQUALIS warrants that the Work will be free from material defects in parts and workmanship for a period of one (1) year from the date of completion of the Work. AQUALIS does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in this section or in the Work Order and AQUALIS hereby disclaims all other warranties, express or implied. Client agrees to defend, indemnify and hold AQUALIS harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to the attention of AQUALIS and correctly shown on the plans furnished to AQUALIS.

4. **TERM; TERMINATION.** This Agreement will become effective on the Effective Date and will continue until terminated in accordance with this Agreement. Either party may, at any time, terminate any Work Order or this Agreement, in whole or in part, for any reason or no reason at all, upon thirty (30) calendar days' prior written notice to the other party. Termination of this Agreement in its entirety will, automatically and without further notice, be deemed a termination of all outstanding Work Orders unless otherwise specifically stated in the applicable termination notice. Subject to the terms of this Agreement. Each party shall also have the right to terminate this Agreement or any Work Order, or any portion thereof effective immediately upon delivery of a termination notice (or at such future date as may be set forth in such termination notice), if the other: (i) materially violates any of the terms or provisions of this Agreement and such violation, if of a type that can be cured, is not cured within fourteen (14) business days of written notice of such violation, or (ii) becomes insolvent or declares bankruptcy, or the terminating party reasonably believes the non-terminating party is reasonably likely to become insolvent, declare bankruptcy, or be subject to any other similar proceedings or otherwise fail to timely pay any amounts owed in accordance with the terms of this Agreement or the applicable Work Order.

5. **PAYMENT.** Payment for the Work shall be made by Client in accordance with and at the times set forth in the applicable Work Order. Unless otherwise stated on applicable work order, payment terms shall be 15 days for preventative maintenance and inspection work or 30 days for repair, vac, hydro-excavation and CCTV work, from date of service. The provisions of this **Section 5** and the payment provisions of the applicable Work Order(s) shall survive any expiration or termination of this Agreement.

6. **INDEMNIFICATION.** To the fullest extent allowed by law, Client shall defend, indemnify, and hold harmless AQUALIS and its affiliates, and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (collectively, the "**Indemnified Parties**"), from and against any and all liabilities, damages, judgments, obligations, claims, demands, losses, causes of action, settlements, deficiencies, assessments, awards, expenses, fines, costs, and penalties, including, without limitation, court costs and attorneys' fees, consultants' fees, and other fees and disbursements incident thereto of any nature whatsoever (whether based on tort, breach of contract, product liability, patent, copyright, or other proprietary rights infringement, or otherwise) (collectively "**Losses**"), arising directly or indirectly from or out of: (i) any act or omission of Client and/or its affiliates and its and their respective officers, directors, managers, agents, employees, consultants, independent contractors, advisers, partners, joint ventures, representatives, successors and permitted assigns (each a "**Client Party**", and collectively the "**Client Parties**"); (ii) any failure of any Client Party to obtain any necessary permits licenses, consents or authorizations to be obtained by Client in accordance with this Agreement; or (iii) any other failure of Client or any other Client Party to comply with the terms of this Agreement (including any Work Order).

7. **LIMITATION OF DAMAGES.** Except as set forth in **Section 2** and **Section 3**, in no event shall either party be liable to the other in contract or tort, including negligence and strict liability, for consequential, incidental, punitive, indirect, or special damages of any kind or character, including, without limitation, any delay damages, lost opportunity damages or lost revenues/profits, incurred by Client or its affiliates, customers, agents, or employees in connection with this Agreement. In no event shall AQUALIS be liable to any person for damages in excess of the aggregate amount paid by Client to AQUALIS under the applicable Work Order.

8. **INDEPENDENT CONTRACTOR** It is understood and agreed that AQUALIS is acting as an independent contractor in the performance of the Work. Nothing herein contained shall be deemed to create an employment, agency, partner, or joint venture relationship between AQUALIS and Client.

9. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for a period of two (2) years thereafter, Client shall not, directly or indirectly, for the Client's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of personnel of AQUALIS who have performed services under this Agreement, without the express written consent of AQUALIS.

10. **CONFIDENTIAL INFORMATION.** Client agrees to keep the specific terms and conditions of this Agreement confidential and not to disclose such information to any other person or entity and such terms and conditions of this Agreement shall be included in the term "Confidential Information" (defined below). Client may, during the course of Client's engagement hereunder, have access to, and acquire knowledge of or from, materials, data, strategies, systems, or other information relating to AQUALIS, or its parents, related, affiliated or subsidiary companies, which may not be accessible or known to the general public (the "**Confidential Information**"). Any such knowledge acquired by Client shall be kept confidential and shall not be used, published, or divulged by Client to any other person, firm, or entity, or in any advertising or promotion regarding Client or the Work, or in any other manner or connection whatsoever, without first having obtained the prior written permission of AQUALIS, which permission AQUALIS may withhold in its sole discretion. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **NOTICES.** All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) upon confirmation of facsimile or delivery of e-mail, (ii) one (1) business day following the date sent when sent by overnight delivery and (iii) five (5) business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid at the following address:

If to AQUALIS:

New Restoration and Recovery Services, LLC

d/b/a AQUALIS

2510 Meridian Parkway

Durham, NC 27713

Attention: Richard Matero, Chief Executive Officer

Email: rmatero@aqualisco.com

If to the Client, to the address set forth on the signature page hereto.

Either party may change its respective address for notice by providing the other party with written notice of such change in accordance with this Section 11.

12. **ASSIGNMENT; AMENDMENT; BENEFIT; BINDING EFFECT.** Except as provided in this paragraph, neither party shall assign this Agreement, any Work Order, or any interest in them without the other party's prior written consent, which will not be unreasonably withheld or delayed; provided, however, that AQUALIS, in its sole discretion and without Client's consent, may assign this Agreement or Work Order to a subsidiary, affiliate or lender. This Agreement (including all Work Orders) shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and permitted assigns. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly signed by both parties.

13. **GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of North Carolina (without giving effect to its choice of law or conflict of laws principles).

14. **WAIVER OF JURY TRIAL.** Client and AQUALIS irrevocably waive their respective rights to trial by jury on any action, proceeding, or counterclaim, whether at law or in equity, brought by either Client or AQUALIS.

15. **SURVIVAL OF PROVISIONS.** The expiration or termination of this Agreement or any Work Order shall not affect the provisions, and the rights and obligations set forth therein, which either (i) by their terms state or evidence the intent of the parties that the provisions survive the expiration or termination, or (ii) must survive to give effect to the provisions.

16. **COUNTERPARTS.** This Agreement and any Work Orders may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Agreement and any Work Orders may be executed by one or more parties using an electronic signature, which the parties agree shall be binding for all purposes and shall constitute an original signature.

17. **NON-WAIVER.** If either party fails to give notice or enforce any right under this Agreement, or any Work Order, the failure shall not constitute a waiver of the right, unless the parties reduce the waiver to writing and the waiving party signs the writing. If a party waives its right in writing, the waiver shall not constitute a waiver of any other right or of a subsequent violation of the same right.

18. **EXCUSE OF PERFORMANCE.** No liability for breach of this Agreement will result from a reasonable delay in performance or nonperformance caused by circumstances beyond the reasonable control of the party failing to perform or whose performance is delayed including, but not limited to, war, governmental regulations or control, insurrection, pandemics, riot, fire, explosion, flood, sabotage, inability to obtain any material or Work, acts of God, or any other cause beyond the reasonable control of the party failing to perform or whose performance is delayed.

19. **AUTHORITY; NO THIRD PARTY BENEFICIARIES.** The parties each represent that the individuals executing this Agreement have the authority to bind the entities on behalf of which they sign. The rights and remedies of each party are cumulative and not exclusive of any rights and remedies which that party would otherwise have at law or in equity. No third party beneficiaries are created by this Agreement or Work Order, except for the Indemnified Parties. To the extent allowed by law; if any provision of this Agreement or Work Order is determined by law to be unenforceable, the remainder may be enforced.

20. **ENTIRE AGREEMENT.** This Agreement (including all Work Orders) contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement (including all Work Orders) alone sets forth the terms on which the parties have mutually agreed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

NEW RESTORATION AND RECOVERY SERVICES, LLC
D/B/A AQUALIS

By: _____
Name: Richard Matero
Title: Chief Executive Officer

CLIENT
Sybertech Waste Reduction Ltd

By: _____
Name:
Title:

Client Address for Notices:



SYBERTECH

Waste Reduction Ltd.

PO Box 3009 - 33191 First Ave
Mission, BC V2V 1G0
Canada

Phone #: 1-888-888-7975
Fax #: 1-866-488-4120
Web Site: www.swrl.com
GST/HST No.: 137702809

Quotation To:

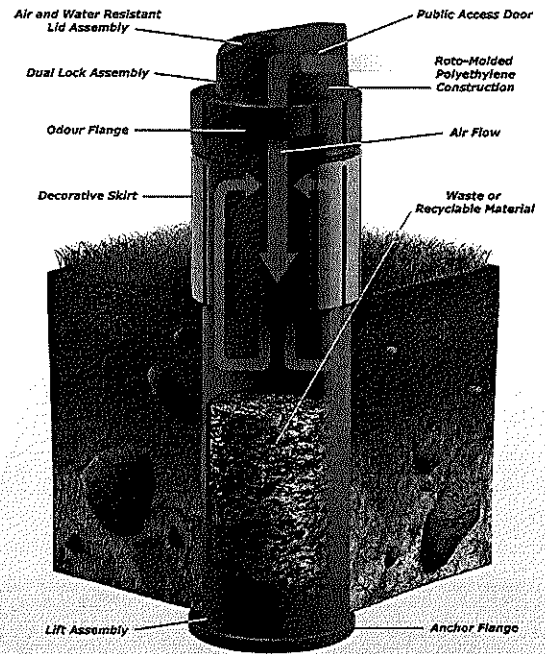
Norwalk CT, City of
125 East Ave.
Norwalk, CT 06851-7806
USA

Ship To:

Norwalk CT, City of
125 East Ave.
Norwalk, CT 06851-7806
USA
ATTN: Robert S. - (203) 854-7806

Millennium Series

In Ground Trash, Recycling & Bear Resistant Trash Containers



Quote No.	Rep	Date	THIS QUOTE IS VALID FOR 30 DAYS				Terms	
E24731	RM	7/25/2023					Net 15	
Item	Description		Qty	U/M	Price	Total	Tax	
3001-SC New	Millennium 3000 Assembly Solid Color 32 " Diameter x 108 " high and Lifting Platform - Rib Lid **Original Locks** **Volume Lot Pricing used		48	ea	1,112.98	53,423.04	E	
Black	Black Colour Option		48		0.00	0.00	E	
3601	Millennium 2000 & 3000 - 9" Round Opening Option with pitch in decal		48	ea	0.00	0.00	E	
5019	Millennium 2000 & 3000 - Stainless T handle		48	ea	48.30	2,318.40	E	
5505	Tamper Rod- Millennium In Ground Trash Can Tamper Bar 72" long with 12" foot disc		2	ea	198.00	396.00	E	
5503B	Millennium 3000 Bags-30 Bags/roll - 47.5 x 118		5	30 Sheet...	286.20	1,431.00	E	
Freight&Del	Freight & Delivery - All Sybertech Shipping Quotes are Quoted: FOB Origin of Shipment Q69531 MILL 3000 TRASH CANS W/LIDS 48 QTY - 7,968 LB - L: 36.00IN x W:36.00 IN x H: 104.00 IN				9,425.00	9,425.00	E	
Any questions please call Sybertech Toll Free:1-888-888-7975				Subtotal USD 66,993.44				
				Sales Tax Total USD 0.00				
				Total USD 66,993.44				



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 7/31/2023

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: ~~\$188,152.00~~ 192,291.50 MUNIS Account: 09216030 5777 C0366

VENDOR: Kompan

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Digitally signed by Sharon Purchasing Agent Sharon Conners Date: 2023.08.02 09:15:29 -04'00'	X	Supports	 Department Head Name Robert Stowers Date 7/31/2023
		Does Not Support	
			Single Source Requires Common Council Authorization (in excess of \$20,000.00)?

JUSTIFICATION:

This pricing is off the OMNIA Partners contract. Kompan was chosen as the supplier/installer due to the nature theme of their equipment which will fit with the surroundings of Cranbury Park.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 8/1/2023

DEPARTMENT: Rec and Parks

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	After solicitation of a number sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	Other, please explain:

TOTAL COST: \$192,206.20 MUNIS Account: 09236030 5796 C0832

VENDOR: Freightliner of Hartford

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature
Sharon Connors	Digitally signed by Sharon	X	Supports	
	Purchasing Agent Name		Does Not Support	
	Date: 2023.08.01 15:14:05 -04'00'		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Department Head Name Robert Stowers Date 8/1/2023
Date				

JUSTIFICATION:

The Norwalk Parks Department recently awarded a bid for in ground garbage cans and installation. This is the vehicle needed to empty these specialized cans. The pricing is off State of Connecticut DAS contract # 14PSX0239.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): _____

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency