

R E S O L U T I O N S

(1)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Human Resources, the sum of \$60,000 from the Special Appropriations Account, for the purchase of NOVAtime Web-Based Time & Attendance software and hardware is hereby appropriated.

(2)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$24,500 from the Capital and Non-Recurring Account, for the design of a headwall replacement of Canal Road that has existing culvert erosion is hereby appropriated.

(3)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$326,000 from the Capital and Non-Recurring Account for the purchase of two Lo Pro dump trucks to replace the 1997 & 1998 Lo Pro Trucks taken out of service due to structural deficiencies and corrosion is hereby appropriated.

(4)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$37,500 to the Railroad Parking Reserve Expense Account, for Phase 2 of the traffic study to identify multi-modal transportation (pedestrian, bike and vehicle) concerns between Main Street and the Westport Train Station, and traffic light recommendations at Main Street and Parker Harding, and East Main Street and RT 33 is hereby appropriated.

(5)

RESOLVED: That upon the recommendation of the First Selectman and a request by the Director of Public Works, the Town of Westport's continued participation in the Greater Bridgeport Regional Recycling Interlocal Agreement effective until June 30, 2036 is hereby approved. (Copies of the Agreement may be obtained at the Town Clerk's office.)

Item #15

BOF Approved 12/6/17



WESTPORT CONNECTICUT

PERSONNEL DEPARTMENT

RALPH M. CHETCUTI
PERSONNEL/HUMAN RESOURCES DIRECTOR

BACK UP MATERIAL
RTM ITEM # 1

November 13, 2017

Approved for submission

To Board of Finance (11/13/17)

The Honorable James S. Marpe
First Selectman, Town of Westport
Westport, CT 06880


James S. Marpe
First Selectman

Re: NOVAtime

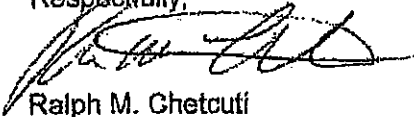
Dear Mr. Marpe;

I respectfully request that an item regarding the NOVAtime Time and Attendance System be added to the Agenda of the December 6, 2017 Board of Finance meeting.

I have attached a copy of the proposal from NOVAtime. I am requesting the approval of \$60,000 to allow for possible adjustments of hardware to the quoted price.

Respectfully,

1014999-588036


Ralph M. Chetcuti

Cc: G. Conrad



Andrews Technology HMS, Inc.

1213 Culbreth Drive
Wilmington, NC 28405

sales@andrewstechnology.net

(800) 319-8096 Fax: (516) 674-8119



VENDOR HOSTED ORDER FORM

| Invoice To: Town of Westport | | Hosted By: Vendor | |
|---|---|------------------------------------|-----------------|
| Ship To: TBD | | Terms: 5 Year Term | |
| Account Executive: Jamie Blundell | | 70% Upon Execution | |
| | | 20% 45 Days from Date of Execution | |
| | | 10% 90 Days from Date of Execution | |
| Qty | Description | Item | Monthly |
| | Novatime Web-Based Time & Attendance System | | |
| 450 | Novatime Web-Based Time & Attendance Software | 1.80 | 810 |
| 450 | Employee Web Services (PC Entry & Smart Phone Application) | Included | Included |
| 30 | Supervisor Module: Approval/Reporting/Review/Modification | 5 | 150 |
| 1 | Munis Payroll Interface (Over 400 Guaranteed Interfaces) | Existing | Existing |
| 1 | Electronic In-Out Board | N/C | N/C |
| 1 | Labor Tracking (Activity Based Reporting - 8 Levels) | N/C | N/C |
| 1 | Standard Supply & Demand Scheduling Module | N/C | N/C |
| 1 | Accrual Module (Includes Sick, Vacation, Personal, etc.) | N/C | N/C |
| 1 | Notification Module | N/C | N/C |
| 450 | Vendor Hosting Fee | 1.55/ee/mo | 698 |
| | Monthly Total | | \$1,658 |
| | 12 Month Vendor Hosting Total | | \$19,890 |
| 300 | Summer Month Employee Increase (3 Months June-August) (750 Total) | \$3.35 | \$3,015 |
| 2 | NT7000 Biometric Terminal | \$1,995 | \$3,990 |
| 2 | Power Over Ethernet Implementation | \$295 | \$590 |
| | Annual Maintenance | \$6,280/yr | 15,740 |
| | Sales Tax | | 6,280 |
| | 12 Month System Total | | TBD |
| | | | \$49,505 |
| One Time Implementation Fees | | | |
| | Initial Planning Session | Included | |
| | Rules Questionnaire Assistance | Included | |
| | Install Novatime Web-Based Software | Included | |
| | Install Payroll Rules and Employee File | Included | |
| | Unlimited Administrative/Supervisor Training | Included | |
| | Configure Rules for Summer Month Employees | Included | |
| | Program and Install Hardware | Included | |
| | System Test/Go Live | <u>Included</u> | |
| | Total One Time Fees | \$15,740 | |
| Note: All travel and expenses associated with installation and training will be at the cost of Andrews Technology. Absolutely no travel or expenses will be billed to The Customer. | | | |

Customer Authorization _____ Title _____

_____ Date _____

Andrews Technology HMS, Inc. _____ Title _____

_____ Date _____



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

BACK UP MATERIAL
RTM ITEM # 2

November 16, 2017

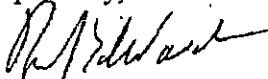
Mr. James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Re: Appropriation from Capital & Non-Recurring Expenditure Fund
Engineering Design Services for Headwall Repair at Canal Road, Westport

Dear Mr. Marpe:

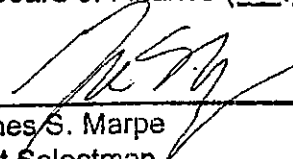
This office, herein, requests an appropriation from the Capital and Non-Recurring Expenditure Fund in the amount of twenty four thousand five hundred dollars (\$24,500.00) for the design of a headwall replacement on Canal Road. A project of this nature would generally be designed in-house but because of the specificity and detail required in the Department of Energy and Environmental Protection Permit (DEEP), the design is more efficiently handed by a professional engineer that routinely designs these types of projects. A Certificate of Permission (COP) permit has been acquired from DEEP for the work but construction specifications have to be prepared. The existing erosion at the culvert makes this project a priority that should be addressed as soon as possible.

Respectfully,


Stephen J. Edwards
Director of Public Works

Approved for submission
To Board of Finance 11/16/17

cc: Gary Conrad, finance Director
G:\PW_OFFS\JE\FS\APP\Canal headwall design


James S. Marpe
First Selectman

31503310 - 500311

**RTM Joint Finance and Public Works Committees Meeting
December 19, 2017**

RTM Finance Committee Members Present:

Jeff Wieser, Chair; Lee Arthurs; Cathy Talmadge; Seth Braunstein; Christine Meiers – Schatz; Lauren Soloff. (absent: Greg Kraut)

RTM Public Works Committee Members Present:

Jay Keenan, Chair; Jack Klinge; Lou Mall; Cathy Talmadge; Andrew Colabella; (absent: Peter Gold; Lyn Hogan; Matthew Mandell; Chris Tait.)

Other Town Officials Present: Steve Edwards, Director, Public Works Dept.; Pete Ratkiewich, Director-Designate, Public Works Dept.; Gary Conrad, Finance Director; Sam Arciola, Deputy Chief of Police.

The RTM Finance and Public Works Committees met to consider the following request as approved by the Board of Finance on December 6, 2017:

“Upon the request of the Director-Designate of Public Works to approve the appropriation of \$24,500 to the Capital and Non-Recurring Expenditure Fund Account #31503310-500311, for a professional engineering firm to design a headwall replacement on Canal Road.”

Pete Ratkiewich, Director-Designate of Public Works, presented a map of the Canal Road area and explained that the existing erosion at the culvert makes this project a priority that needs to be addressed as soon as possible. He explained that the stone headwall around the pipes had collapsed and the rebuild of the culvert needed to be completed to prevent further deterioration of the road. The permits have already been obtained from the Department of Energy and Environmental Protection and the same firm that assisted with this permitting process will be used to complete the design work for the project. It is anticipated that the project will go out to bid in March or April of 2017.

Both committees voted unanimously (Finance 6-0 and Public Works 5-0) to recommend the request to the RTM for approval.

Lauren Soloff, Reporter



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

BACK UP MATERIAL
RTM ITEM # 3

November 2, 2017

James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Re: **Request for Appropriation - Replacement of two Lo Pro Dump Trucks**

Dear Mr. Marpe:

The Public Works Department maintains four, 25,000 pound GVW medium duty dump trucks with three (3) cubic yard bodies commonly referred to as Lo Pro trucks due to their low profile which provides greater access to the body for tools and construction materials. While these vehicles are primary snow removal vehicles, they are also year round crew vehicles for routine maintenance and construction activities throughout the year. These four trucks purchased in 1997, 1998 and two in 2000 were scheduled for replacement several years ago but have been extended as long as possible. When purchased, the vehicles were projected for a 10-yr life cycle. The replacement cost for the vehicles has been projected and funded in the C&NREF. Because of the increasing cost of the truck and the changing emission requirements, the replacement of these vehicles has been deferred for the past three years.

During our annual inspection this year, the 1997 Chevrolet Lo Pro had to be taken off line due to severe structural deficiencies due to corrosion. The 1998 Ford Lo Pro is still functional but has been taken off front line service. These are the two trucks scheduled for replacement this year. The remaining two trucks are scheduled for replacement next year. Funds for these vehicles have been projected in the five year capital forecast.

This office, herein, requests an appropriation of \$326,000.00 for the purchase of two Lo Pro trucks to replace a 1997 and a 1998 Lo Pro truck.

Respectfully,

Stephen J. Edwards
Director of Public Works

cc: Gary Conrad, Finance Director

Approved for submission
To Board of Finance (11/3/17)

James S. Marpe
First Selectman

31503310 - 500310



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

Item # 12
BOF 10/4/17 - Withdrawn
by DPW and Moved to
Next BOF Meeting
BOF Approved 12/6/17

BACK UP MATERIAL
RTM ITEM # 4

September 18, 2017

Mr. James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Re: **WestCOG Administered Westport Railroad Station Study – Phase 2**

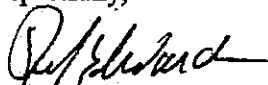
Dear Mr. Marpe:

In 2012 the South Western Regional Planning Agency (SWRPA) and the Connecticut Department of Transportation, Office of Rail initiated Phase 1 of a Westport Railroad Station Parking Study. Phase 1 was to investigate the existing parking at the Westport Railroad Station and make recommendations as appropriate. The Phase I study has been completed and many of the recommendations have been implemented over the past two years. Funds have been anticipated and set aside for Phase 2 which was to be a continuation of the study to identify ways to lessen traffic concerns at the Westport train station.

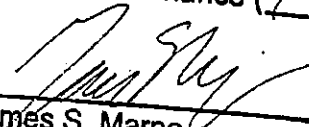
Over the past two months, the Town of Westport has been working with WestCOG (the successor to SWRPA) and the Connecticut Department of Transportation to expand the original scope for Phase 2 to address traffic concerns between Main Street and the Saugatuck Train Station. Phase 2 will include a Corridor Study to evaluate traffic issues along the Post Road from East Main Street to RT 33 as well as multi-modal transportation (pedestrian, bike and vehicle) from Main Street to the station. The results of the Phase 2 study will provide recommendations into the CT DOT design for the two Post Road lights at Main Street and Parker Harding as well as provide for coordination between all the lights between East Main Street and RT 33. Recommendations will also be provided for enhancement of pedestrian and bicycle access to the train station in-lieu of traditional automobile usage.

The total budget for Phase 2 is \$187,500.00 with the Town of Westport responsible for 20% or \$37,500.00. The local share for Phase 1 was provided through the Westport Administered Railroad Reinvestment Account. It is requested that Phase 2 be funded through the same fund. This office herein, requests an appropriation of \$37,500.00 from the Westport Administered Railroad Reinvestment Account.

Respectfully,


Stephen J. Edwards
Director of Public Works

Approved for submission
To Board of Finance (9/18/17)


James S. Marpe
First Selectman

29002219-588000

**RTM Joint Finance and Public Works Committees Meeting
December 19, 2017**

RTM Finance Committee Members Present:

Jeff Wieser, Chair; Lee Arthurs; Cathy Talmadge; Seth Braunstein; Christine Meiers Schatz; Lauren Soloff. (absent: Greg Kraut)

RTM Public Works Committee Members Present:

Jay Keenan (Chair); Jack Klinge; Lou Mall; Cathy Talmadge; Andrew Colabella; (absent: Peter Gold; Lyn Hogan; Matthew Mandell; Chris Tait.)

Other Town Officials Present: Steve Edwards, Director, Public Works Dept.; Pete Ratkiewich, Director-Designate, Public Works Dept.; Gary Conrad, Finance Director; Sam Arciola, Deputy Chief of Police.

The RTM Finance and Public Works Committees met to consider the following request as approved by the Board of Finance on December 6, 2017:

“Upon the request of the Director of Public Works, to approve an appropriation of \$37,500.00 to the Railroad Parking Reserve Expense Account #29002219-588000, for Phase 2 of the traffic study to identify multi-modal transportation (pedestrian, bike and vehicle) concerns between Main Street and the Westport Train Station, and traffic light recommendations at Main Street and Parker Harding, and East Main Street and RT33.”

Steve Edwards explained that this request follows the successful Phase 1 completion of the RR Parking Study, and this new aspect is meant to focus on “Main to Train issues.” I.e. this study will look at traffic issues from the Post Rd. and Rte 33 down Riverside Ave. to the train Station. It will focus on sidewalks, cross walks, traffic lights as well as auto, bike and other vehicular traffic from downtown to Saugatuck.

A major aspect of this study will be to make pedestrian traffic safer in the downtown area as well as on Riverside, Imperial and Main St. Currently none of the traffic lights communicate with each other along the Post Road. This study will shift the focus of the overall study to a corridor strategy which incorporates the Train Station area and the corridor to Main St. By making this important distinction and connection, we will ensure access to the 3-1 funding leverage that the WESTCOG will provide for such analysis.

Steve referred to the possibility of bike lanes on Riverside and mentioned the difficulty in creating such lanes. There are serious requirements by the State for gutter lines and sight lines and these are hard to fit on existing roadways. He also mentioned that the Town has a strained relationship with The Department of Transportation, a situation that has developed for a decade or more.

Our wide-ranging discussion included the traffic problems caused in part by the new technology that WAZE and similar apps have brought to the Town where ties ups on I-95 and the Merritt seem to be the

rule. To date there are no obvious solutions to this problem, but the Public Works Dept is focusing on them and is hopeful that this study will help create some lessening of the traffic situation.

On a motion by Seth Braunstein; seconded by Cathy Talmadge, the Finance Committee voted 6-0 to recommend the request to the RTM for approval, and on a motion by Jack Klinge, also seconded by Cathy Talmadge, the Public Works Committee voted 5-0 to recommend the request to the RTM for approval.

Jeff Wieser, Chair and Reporter

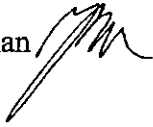


WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

BACK UP MATERIAL
RTM ITEM # 5

TO: Velma Heller, RTM Moderator
Patricia Strauss, Town Clerk

FROM: James S. Marpe, First Selectman 

DATE: November 8, 2017

RE: Request for RTM Approval of Town participation in Greater Bridgeport Regional Recycling Interlocal

I hereby request that the RTM consider and approve the Town of Westport's participation in the Greater Bridgeport Regional Recycling Interlocal Agreement (as attached) at its upcoming meeting.

Director of Public Works Steve Edwards will be presenting the Interlocal Agreement at the meeting and will be available to present it to any interested RTM Committee.

Thank you.

cc: Steve Edwards

NOV 9 2017
RECEIVED FOR RECORD
WESTPORT LAND RECORDS
PAGE
James S. Marpe
TOWN CLERK



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

RECEIVED

NOV 08 2017

TOWN OF WESTPORT
SELECTMAN'S OFFICE

November 6, 2017

Mr. James S. Marpe
First Selectman
Westport Town Hall
Westport, CT 06880

Re: Interlocal Agreement – Referral to the RTM

Dear Mr. Marpe:

Attached is a resolution drafted and approved by the Town Attorney's office that must be referred to the Representative Town Meeting (RTM) for their consideration and hopefully, their approval. The resolution enables the RTM to approve Town of Westport participation within the Greater Bridgeport Regional Recycling Interlocal. This interlocal is the successor to the Southwest Connecticut Regional Recycling Operating Committee (SWEROC) that was formed in 1988 and expires in June 2018. Westport has been an active participant in this organization and looks to continue our relationship for many years to come.

Respectfully,

Stephen J. Edwards
Director of Public Works

enc.

G:\PW_OFFS\JE\FS\SWEROCApproval

**GREATER BRIDGEPORT REGIONAL RECYCLING
INTERLOCAL AGREEMENT**

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**Greater Bridgeport Regional Recycling
Interlocal Agreement**

THIS AGREEMENT, dated as of _____, 2017, is by and among the Municipalities signatory to this Agreement (“Municipalities”).

1. PURPOSE. The purpose of this Agreement is to create the Greater Bridgeport Regional Recycling Interlocal Committee (the “Committee”) as the body to deal with all matters affecting the Municipalities in connection with the delivery of municipal recyclables to one or more resources recovery facilities with which the Committee contracts (each, a “Facility”).

2. COMMITTEE MEMBERSHIP. (a) Each of the following Municipalities which has ratified this Agreement pursuant to Section 7-339c of the General Statutes of Connecticut shall be a member of the Committee:

[City of Bridgeport
Town of East Haven
Town of Easton
Town of Fairfield
City of Milford
Town of Monroe
Town of Orange
Town of Stratford
Town of Westport
Town of Woodbridge

(b) If an additional municipality is contractually entitled or obligated to deliver municipal recyclables to the Facility through the Committee and ratifies this Agreement pursuant to C.G.S. Section 7-339c, it shall become a member of the Committee with all rights and obligations of a member pursuant to this Agreement; provided that the Committee consents to such municipality becoming a member of the Committee by a majority vote.

3. DURATION OF AGREEMENT. The Agreement shall be in effect from its effective date until June 30, 2036, unless at any time there are not two Municipalities continuing to be members, in which event it shall automatically terminate.

4. EFFECTIVE DATE. The effective date of this Agreement shall be _____, 2017.

5. ESTABLISHMENT OF GREATER BRIDGEPORT REGIONAL RECYCLING INTERLOCAL COMMITTEE. The “Greater Bridgeport Regional Recycling Interlocal Committee” is hereby established, as authorized by Sections 7-339a and 22a-221(c) of the General Statutes of Connecticut. The Committee shall be an operating committee constituting a public instrumentality and political subdivision of the State of Connecticut.

6. ORGANIZATION OF THE COMMITTEE. Within sixty days of the effective date of this Agreement, the representatives to the Committee designated by the member Municipalities shall meet and organize and select from among the designated representatives a Chairman, Vice Chairman, Secretary, Treasurer, and such other officers as the representatives deem appropriate. The initial term of office shall expire at 12:00 a.m. (Midnight) on December 31, 2017. New officers shall be elected annually at the last regularly scheduled meeting of the Committee in any calendar year and each term of office shall commence at 12:01 a.m. on the first day of January each year. In the absence or incapacity of the Chairman, the Vice Chairman shall be vested with all powers of the Chairman.

7. POWERS AND RESPONSIBILITIES OF COMMITTEE. (a) The Committee is authorized to negotiate, execute and deliver one or more contracts for the delivery of municipal recyclables to a Facility, each between the Committee on the one hand and the operator of the Facility on the other hand (a “Disposal Agreement”), as it shall determine in its discretion to be

in the best interests of the Municipalities as a whole. Each Disposal Agreement shall be for a term the Committee shall determine, but shall not extend beyond the term of this Agreement. The Committee is authorized to obligate each Municipality to deliver municipal recyclables to a Facility pursuant to a Disposal Agreement, which obligation may be in the form of a commitment of a Municipality to deliver all municipal recyclables under its control, but the Committee may not obligate any Municipality to deliver a specific minimum tonnage of municipal recyclables without the consent of the Municipality. The Committee is authorized to determine, by resolution or in the Disposal Agreement, the consequences to each Municipality of any default in the performance of any delivery commitment made by the Committee or on behalf of any Municipality. The Committee shall be responsible for representing the interests of the Municipalities in all matters relating to the delivery of municipal recyclables to the Facility, and shall be the authorized representative of each Municipality for purposes of any Disposal Agreement including, without limitation, all matters stated therein to be determined by the Committee. Any such contract may provide for:

(i) Arrangements for the billing and payment of tipping fees (whether payable by a Municipality to the operator of the Facility or by the operator of the facility to the Municipality) directly between the operators of the Facility and a Municipality and the assignment to such Facility operator of the Committee's full rights to enforce a Municipality's obligations under this Agreement as though it were originally named as a party hereto in place of the Committee, naming the Facility operator as its attorney-in-fact to enforce such obligations, and arrangements for cooperating with the operator of a Facility in enforcing such obligations, including without limitation, participating in any action or claim as a necessary party; and/or

(ii) Billing of an aggregate administrative cost (whether or not in the form of a per ton charge) authorized and approved by the Committee, to a Municipality and payable to the Committee, or to the operators of the Facility for further credit to the Committee.

(b) Each Municipality agrees to be bound by and obligated by the decisions and actions of the Committee made or taken pursuant to and within the powers and authority granted to it by this Agreement. Each Municipality agrees that its obligations under, and the Committee's

obligations on behalf of the Municipality under any Disposal Agreement shall be binding on each Municipality for the full term thereof. Pursuant to C.G.S. Section 22a-221(b), for the full term of any Disposal Agreement, each Municipality shall annually appropriate funds to pay its obligations hereunder and thereunder.

(c) The Committee shall analyze all reports, communications and other data received by it and advise member Municipalities and make recommendations as appropriate. The Committee shall inquire and investigate any matter deemed by it to justify such action and shall keep member Municipalities advised of all developments. The Committee shall prepare and distribute to the member Municipalities an annual report of its activities and recommendations and such additional reports as deemed appropriate.

(d) The Committee shall have the following additional powers:

(i) to retain by contract or employ counsel, auditors, private consultants and advisers;

(ii) to conduct such hearings, examinations and investigations as may be necessary and appropriate to the conduct of its operations and the fulfillment of its responsibilities;

(iii) to examine alternatives to disposal of municipal recyclables at the Facility, including alternatives to renewal of contractual arrangements with respect to the Facility; and

(iv) to otherwise do all things necessary or desirable in connection with the performance of its duties, the conduct of its operations, and its relationships with the Municipalities and the Facility.

8. REGULAR, SPECIAL AND EMERGENCY MEETINGS. (a) The Committee shall hold regular quarterly meetings, or more frequent regular meetings, at such times and places as determined by the Committee. In the event the Chairman of the Committee determines that it is not necessary to hold a regular meeting, he/she may cancel such meeting by giving written or telephone notice of such cancellation at least 24 hours prior to the time of the meeting.

(b) The Chairman of the Committee may call a special or emergency meeting as he/she determines appropriate, giving, in each instance, as much advance notice as circumstances permit. The Chairman or Secretary of the Committee shall promptly call a special or emergency meeting upon the request of representatives from three or more member Municipalities.

(c) The Committee shall conduct its affairs in compliance with the Freedom of Information Act. All meetings of the Committee shall be conducted in accordance with Robert's Rules of Order, except as otherwise provided herein.

9. VOTING, QUORUM. (a) Each member Municipality shall be entitled to one representative on the Committee. Such representatives shall be the chief elected official of such member Municipality or his or her designated alternate. Representatives to the Committee shall serve without compensation. In voting upon all matters coming before the Committee, the vote of each representative shall be accorded a weight, determined as follows:

(i) The number derived by dividing 100 by the number of Municipalities, plus

(ii) The quotient derived by dividing the tonnage of municipal recyclables delivered by or on behalf of the Municipality from which the representative is appointed for the prior fiscal year (dividend) by the total tonnage of municipal recyclables delivered by or on behalf of all Municipalities for the prior fiscal year (divisor), multiplied by 100; and

(iii) Dividing the sum of (i) and (ii) by two.

(iv) The resulting number shall be rounded to the nearest whole number.

(v) The weighted vote shall be determined and announced by the Chairman of the Committee as of the first meeting of the Committee after the end of a fiscal year, prior to the conduct of any other business of the Committee.

(b) A quorum for conducting business at any meeting of the Committee shall consist of the presence of representatives collectively holding a majority of the total weighted vote.

(c) Unless otherwise specifically provided herein, all matters shall be decided by a majority vote of the total weighted vote of the representatives present. Should the Committee become involved in any dispute or controversy requiring resolution by a third party, the Committee shall give priority to the use of Alternative Dispute Resolution means in resolving such dispute or controversy.

10. BUDGET; PAYMENT OF EXPENSES. The Committee shall prepare a proposed annual expense budget and shall distribute it to the Municipalities for comments at least 60 days prior to the Committee voting to adopt a budget. When a budget is adopted by the Committee, such budget shall be binding upon the Municipalities. If the means by which revenues to meet such annual expense budget are collected are not provided for under the terms of any Disposal Agreement, the Committee shall also approve a method by which each Municipality shall bear a portion of such budget, which method shall be reasonably designed so that each Municipality bears a ratable portion of such budget based on tonnage of municipal recyclables

delivered by or on behalf of such Municipality for the current or most recently completed fiscal year. If the Committee shall be required to be a necessary party to any action to enforce a Municipality's obligations under any Disposal Agreement, the Committee may assess against and collect from the Municipality against which such enforcement is sought the reasonable costs and expenses (including the reasonable fees and expenses of counsel) of its participation.

11. AMENDMENT; WITHDRAWAL. The Agreement may be amended by vote of the legislative bodies of two-thirds of the member Municipalities, provided that this Agreement shall not be amended in any way which reduces or terminates the obligations of any Municipality or the Committee under any Disposal Agreement without the prior written consent of any counterparty to a Disposal Agreement.

A member Municipality may withdraw from the Committee as of right at the end of the current term (not including any unexercised options to extend such term) of this Agreement, provided such Municipality gives notice to the Committee at least six months prior to the date of withdrawal.

In addition, a member Municipality may request permission from the Committee to withdraw from the Committee at any time, but any such withdrawal shall be subject to approval by a majority of the total weighted vote of the Municipalities, which approval shall only be granted if it shall not be in breach of any Disposal Agreement then in effect. Subject to the terms of this Section 11, the approval of a request to withdraw shall not be unreasonably withheld, but such approval may be conditioned by the Committee in the Committee's discretion as to time, breakage costs, damages or other matters, and on such withdrawal not being in breach of any Disposal Agreement then in effect.

12. MISCELLANEOUS

12.1 Binding Effect of Agreement. This Agreement shall inure to the benefit of and shall be binding upon each of the Municipalities and their respective successors and assigns.

12.2 Entire Agreement. The provisions of this Agreement shall constitute the entire agreement among the Municipalities with reference to their obligations to each other relating to the Facility.

12.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12.4 Relationship of the Parties. Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any party hereto a partner, agent, or legal representative of any other party thereto or to create any fiduciary relationship between or among such parties.

12.5 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, to each representative as follows:

To the City of Bridgeport, Connecticut:

The City of Bridgeport
City Hall
Room 204
45 Lyon Terrace
Bridgeport, Connecticut 06004
Attention: Mayor

To the Town of East Haven, Connecticut:

The Town of East Haven
250 Main Street
East Haven, Connecticut 06512
Attention: Mayor

To the Town of Easton, Connecticut:

The Town of Easton
Town Hall
225 Center Road
Easton, Connecticut 06612
Attention: First Selectman

To the Town of Fairfield, Connecticut:

The Town of Fairfield
Town Hall
611 Old Post Road
Fairfield, Connecticut 06430
Attention: First Selectman

To the City of Milford, Connecticut:

The City of Milford
City Hall
Milford, Connecticut 06460
Attention: Mayor

To the Town of Monroe, Connecticut:

The Town of Monroe
Town Hall
7 Fan Hill Road
Monroe, Connecticut 06468
Attention: Town Manager/First Selectman

To the Town of Orange, Connecticut:

The Town of Orange
Orange Town Hall
617 Orange Center Road
Orange, Connecticut 06477
Attention: First Selectman

To the Town of Stratford, Connecticut:

The Town of Stratford

Stratford Town Hall
2725 Main Street
Stratford, Connecticut 06615
Attention: Town Manager/First Selectman

To the Town of Westport, Connecticut:

The Town of Westport
Town Hall
110 Myrtle Avenue
Westport, Connecticut 06880
Attention: First Selectman

To the Town of Woodbridge, Connecticut:

The Town of Woodbridge
Town Hall
11 Meetinghouse Lane
Woodbridge, Connecticut 06525
Attention: First Selectman

Notices to the Committee shall be given to the notice of the Municipality whose representative is serving as Chairman at the time of giving of the notice.

12.6 Law Governing Construction of Agreement. The law of the State of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.

This Agreement has been approved by the vote of the legislative body of each of the following towns and cities:

Date of Approval
By Legislative Body:

Town or City

CITY OF BRIDGEPORT

By: _____
Its: _____

TOWN OF EAST HAVEN

By: _____
Its: _____

TOWN OF EASTON

By: _____
Its: _____

TOWN OF FAIRFIELD

By: _____
Its: _____

CITY OF MILFORD

By: _____
Its: _____

TOWN OF MONROE

By: _____
Its: _____

TOWN OF ORANGE

By: _____
Its: _____

TOWN OF STRATFORD

By: _____

Its:

TOWN OF WESTPORT

By: _____

Its:

TOWN OF WOODBRIDGE

By: _____

Its:

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