RESOLUTIONS

(1)

RESOLVED: ~~That upon a request of the Director of Public Works, the sum of $160,000.00 along with bond and note authorization to the Municipal Improvement Fund Account for Power Redundancy and IT Security Upgrades at Town Hall and Parks and Recreation offices, is hereby appropriated.~~ **ITEM POSTPONED**

(2)

RESOLVED: ~~That upon a request of Director of Public Works, to approve the sum of $62,000.00 along with bond and note authorization to the Municipal Improvement Fund Account for funding Westport's share of the Design expenses for replacement of the Cavalry Road Bridge over the West Branch of the Saugatuck River, is hereby appropriated.~~ **ITEM POSTPONED**

(3)

RESOLVED: That the Collective Bargaining Agreement between the Town of Westport and Local 1303-194, Council #4, AFSCME, AFL-CIO for the period covering July 1, 2019 through June 30, 2023, is hereby ratified and the sum of $60,490.00 to the 2019-2020 fiscal year budget, is hereby appropriated.

(4)

RESOLVED: That upon the recommendation of the Board of Finance and a request of the Board of Education, the sum of $267,658.00 for mold remediation, reconstruction and other related professional services at Coleytown Middle School, is hereby appropriated.

(5)

RESOLVED: That upon a request of the Board of Education, the sum of $326,950.00 along with bond and note authorization to the Educational Facilities Improvement Fund Account for renovations to Bedford Middle School for additional classroom space and offices, is hereby appropriated.

BOND RESOLUTION

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates the sum of Three Hundred Twenty-six Thousand Nine Hundred Fifty and 00/100 Dollars ($326,950.00) to pay costs associated with renovations to Bedford Middle School for additional classrooms and office space, including but not limited to costs for demolition, construction, furniture and equipment, site development, and administrative, contingency, financing and other soft costs (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing Three Hundred Twenty-six Thousand Nine Hundred Fifty and 00/100 Dollars ($326,950.00) of the foregoing appropriation, the Town shall borrow a sum not to exceed Three Hundred Twenty-six Thousand Nine Hundred Fifty and 00/100 Dollars ($326,950.00) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the state of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required and to execute Continuing Disclosure Agreements for the benefit of holders of bonds and notes.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The Committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall

be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation enacted herein.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Section 7. Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued under the provisions hereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State or other parties, grants, gifts and contributions in aid of further financing the Project. Once the appropriation becomes effective, the First Selectman, or other appropriate official of the town, is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the Project and is specifically authorized to make, execute and deliver any contracts or other documents necessary or convenient to complete the Project and the financing thereof.

Section 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.

(6)

RESOLVED: That upon the recommendation of the Board of Finance and a request of the Deputy Chief of Police, the sum of $33,850.00 to the Shellfish Program Account to replace the 20 year old Boston Whaler boat used by the Police Marine Division, is hereby appropriated.

(7)

RESOLVED: That upon the petitioned request of at least 2 RTM members, an ordinance prohibiting a marijuana business be located in Westport, other than a medical marijuana dispensary pursuant to Town of Westport Zoning Regulations, is hereby approved. (First reading. Full text is as follows.)

Chapter 18: Businesses

Article IV: Recreational Marijuana

Section 18-60: Prohibition All persons or businesses engaged in the retail sale of marijuana and/or marijuana products for nonmedical use are prohibited within the Town of Westport. For purposes of this Article, marijuana products mean products containing any quantity of tetrahydrocannabinol exceeding 0.3%, including, but not limited to, concentrates, oils, tinctures, tablets, or other ingestible, inhalable, combustible or topical products.

A

Section 18-61: Exemption

This Article shall not apply to any Medical Marijuana Facilities established and operated within the Town of Westport in accordance with Westport Zoning Regulations § 32-25; Conn. Gen. Stat. § 21a-408, et seq. and Conn. Agencies Regs. § 21a-408-1 et seq., as they may be amended from time to time.

Section 18-62: Enforcement

(a) Authority
The First Selectman shall appoint a code enforcement officer to enforce violations of this article (the "Code Enforcement Officer). For purposes of this Article, the Code Enforcement Officer shall be the First Selectman or his designee.

(b) Notice of Violation

(i) Prior to the issuance of an initial citation pursuant to this Section, the Code Enforcement Officer shall provide written notice to any persons or businesses who violates this article.

(ii) The notice shall state the violation, penalty and the date by which said violation shall be paid.

(iii) Repeat offenders shall be issued additional citations without first receiving a notice of violation.

(c) Issuance of Citation

(i) The Code Enforcement Officer shall issue a citation when a violation persists beyond the date by which the Code Enforcement Officer required that the violation be remedied.

(ii) Any citation issued by the Code Enforcement Officer shall state:

(a) A description of the violation.

(b) The initial fine of $250.00 plus such other penalties, costs and/or fees due for each violation.

(c) That the uncontested payment of such fine(s), penalties, costs and/or fees shall be made within ten days of the date of the citation.

(d) Any additional violations shall be subject to an additional $250.00 fine per violation.

(e) That such person may contest the liability before a citation hearing officer by delivering in person or by mail within ten days of the date of the citation a written demand for a hearing.

(f) That if such a hearing is not demanded, it shall be deemed an admission of liability and an assessment and judgment shall be entered against the person, and that such judgment may issue without further notice.

(iii) Any notice of violation or citation issued hereunder shall be sent to the person named by certified mail, return receipt requested, by the United States Postal Service.

(d) Civil Infractions Amount; Continuing Violations

(i) The fine for each violation shall be $250.00 and shall be payable to the Town.

(ii) The person to whom a citation has been issued shall be responsible for reporting, in writing, their subsequent compliance to the Code Enforcement Officer.

(e) Hearing Procedure for Citations

(i) The First Selectman shall appoint one or more hearing officers to conduct the hearings resulting from violations of this article. Any assessment by a hearing officer shall be entered as a judgment against the violator.

(ii) A person who chooses to appeal a citation and requests a hearing shall be given written notice of the date, time, and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the citation notice, provided the hearing officer shall grant upon good cause shown any reasonable request by an interested party for postponement or continuance. An original or certified copy of the citation issued by the Code Enforcement Officer shall be filed and retained by the Town and shall be deemed to be a business record and evidence of the facts contained therein. Upon request of the person appealing the citation, the presence of the Code Enforcement Officer who issued the citation shall be required at the hearing. A legal representative other than the hearing officer may present evidence on behalf of the Town. A person wishing to contest liability shall appear at the hearing and may present evidence. If the person who received the citation fails to appear, the hearing officer may enter an assessment by default upon a finding of proper notice and liability under the ordinance.

(iii) The hearing officer shall conduct the hearing in the order and form and with such methods of proof as he/she deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce his/her decision at the end of the hearing. If the hearing officer determines that the person is not liable, he/she shall dismiss the matter and enter his/her determination, in writing, accordingly. If the hearing officer determines that the person who received the citation is liable for the violation, the hearing officer shall then enter and assess the fines, penalties, costs, or fees against the person as provided by this article.

(iv) If such assessment is not paid on the date of its entry, the hearing officer shall send by certified mail, return receipt requested, by the United States Postal Service a notice of the assessment to the person found liable and shall file, not less than 30 days nor more than twelve months after such mailing, a certified copy of the notice of assessment with the Clerk of the Superior Court for the geographical area in which the Town is located, together with the applicable entry or filing fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, all assessments against the same person may be accrued and filed as one record of assessment. The Clerk shall enter judgment, for the hearing officer's record of assessment, as well as court costs, against such person in favor of the Town. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may be issued without further notice to such person.

(v) A person against whom an assessment has been entered pursuant to this article is entitled to judicial review by way of appeal in accordance with C.G.S. § 7-152c(g).

(f) Injunctive Relief

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Article. If a person has violated or continues to violate the provisions of this Article, the Town of Westport may petition the Superior Court for a temporary or permanent injunction restraining the person from activities which would create further violations or compelling the person to take corrective action.

Section 18-63: Effective Date and Term

A. This Article shall become effective thirty days from the date of publication of its adoption.

B. Subject to amendment pursuant to the Town of Westport Charter and Code of Ordinances, this Article shall be effective for a period of three years from the effective date of any provision of the

Connecticut General Statutes decriminalizing the sale, use or distribution of nonmedical marijuana within the State of Connecticut.

(8)

RESOLVED: That upon the recommendation of the Historic District Commission, Chapter 38-24 of the Code of Ordinances of the Town of Westport is amended by adding the property and building(s) located at 15 Hyatt Lane as a historic property. (Second reading. Full text available is as follows.)

ARTICLE II
SPECIFIC HISTORIC DISTRICTS AND LANDMARKS

38-24.-Historic landmark properties

(22) The property and all buildings at 15 Hyatt Lane, to be known as the Mills-Catalano House, situated in the Town of Westport, County of Fairfield and State of Connecticut, in quantity .310 total acres, shown as Lot 16 on a certain map entitled "Survey Prepared For Lawrence H. Mills and Elizabeth Mills, Westport, Conn., Scale 1"= 40', Sept. 17, 1970" on file in the Westport Town Clerk's Office as Map No. 6825.

(9)

RESOLVED: That upon the recommendation of the Historic District Commission, Chapter 38-24 of the Code of Ordinances of the Town of Westport is hereby amended by adding the property and building(s) located at 39 Cross Highway as a historic property. (Second reading. Full text available is as follows.)

ARTICLE II
SPECIFIC HISTORIC DISTRICTS AND LANDMARKS

38-24.-Historic landmark properties

(21) The property and all buildings at 39 Cross Highway, to be known as the Chapman-Northrup House, situated in the Town of Westport, County of Fairfield and State of Connecticut, in quantity 1.0432 acres, and being shown on a certain map entitled "Plot Plan Prepared For David and Deborah Murray, #39 Cross Highway, Connecticut, Scale: 1"= 30', July 12, 2006, Leonard Surveyors, LLC" on file in the Westport Town Clerk's Office as Map No. 10402.

(10)

RESOLVED: That upon the recommendation of the Board of Selectman, and a request by the Human Services Director, pursuant to CGS 12-630aa et seq., the Westport Country Playhouse is hereby approved as a program eligible for investment by businesses under the provisions of the 2019 Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program.

RESOLVED: That upon the petitioned request of at least two RTM members, an ordinance prohibiting the sale/purchase of any and all tobacco related products to anyone under the age of 21, is hereby approved. (First reading. Full text available in the Town Clerk's Office.)

Be it ordained and enacted by the Representative Town Meeting of the Town of Westport that §§18-70 through 18-75 of the Town of Westport Code of Ordinances are hereby established:

Chapter 18: Businesses

ARTICLE V: TOBACCO PRODUCTS

Sec. 18-70. Findings of Fact and Purpose.

(a) Tobacco use is one of the foremost preventable causes of premature death in America.

(b) Approximately ninety-five percent (95%) of adult smokers began smoking before they turned twenty-one (21). The ages of eighteen (18) to twenty-one (21) are a critical period when many smokers move from experimental smoking to regular, daily use.

(c) Young people are particularly susceptible to the addictive properties of Tobacco Products. Tobacco industry documents show that individuals who start smoking by the age of eighteen (18) are almost twice as likely to become lifetime smokers compared to those who start smoking after they turn twenty-one (21).

(d) Most people who are not smokers by twenty-one (21) years of age do not start smoking later in their lives.

(e) The use of electronic smoking devices among minors has recently tripled.

(f) Most e-cigarettes contain nicotine. Nicotine is highly addictive and may harm the development of the adolescent brain into the early to mid-twenties.

(g) Increases in adolescent vaping from 2017 to 2018 were the largest adolescent substance use recorded in 43 years.

(h) The e-cigarette aerosol that users breathe from the device and exhale can contain harmful and potentially harmful substances, including:

(i) Nicotine

(ii) Ultrafine particles that can be inhaled deep into the lungs

(iii) Flavoring such as diacetyl, a chemical linked to a serious lung disease

(iv) Volatile organic compounds

(v) Cancer-causing chemicals

(vi) Heavy metals such as nickel, tin, lead, chromium and cadmium.

(vii) Ethanol

(i) The National Academies of Science, Engineering and Medicine predicted in a 2015 report that raising the minimum legal sales age for tobacco products to twenty-one (21) nationwide will have a

substantial positive impact on public health and provide long-term declines in smoking rates by reducing tobacco initiation among adolescents ages fifteen (15) to seventeen (17) by twenty-five percent (25%) and overall prevalence of tobacco use by twelve percent (12%). This report also projects that 4.2 million young people alive today would be protected from premature death related to tobacco use as a result of raising the minimum legal sales age for tobacco products to twenty-one (21).

(j) Accordingly, the purpose of this Article is to promote the health, safety and welfare of the residents of the Town of Westport. This Article is adopted in accordance with the provisions of Section 7-148(c)(7)(H)(ii) and (ix) of the Connecticut General Statutes.

Sec. 18-71. Definitions.

"Deliver" shall mean to transfer, give, or provide, whether gratuitously or for any type of consideration or compensation.

"Retailer" shall mean any person or business that owns, operates, or manages any place at which Tobacco Products are sold, as well as its agents and/or employees. Retailer also includes any person or business that is required to purchase a dealer's license under C.G.S. §12-287.

"Sale" or "Sell" or "Selling" shall mean giving, bartering, exchanging whether or not for remuneration, delivering or otherwise distributing Tobacco Products, unless the person is delivering or accepting delivery in such person's capacity as an employee.

"Tobacco Product" shall mean any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, cigarettes, cigars, chewing or pipe tobacco, snuff, electronic cigarettes, electronic cigars, electronic pipes, electronic nicotine delivery systems or any other product or device that relies on vaporization or aerosolization;

"Tobacco Product" also includes any component, part or accessory used in the consumption of a tobacco product such as filters, rolling papers, pipes, e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs and liquids used in the electronic smoking devices, whether or not they contain nicotine. "Tobacco Product" shall not include drugs, devices or combination products approved by the U.S. Food and Drug Administration as a tobacco cessation product that is marketed and sold exclusively-for the approved purpose.

Sec. 18-72. Minimum Legal Sales Age.

(a) No person or Retailer shall give, sell or otherwise distribute any Tobacco Product to any person under twenty-one (21) years of age.

(b) Each Retailer shall require a person who is purchasing or attempting to purchase a Tobacco Product, whose age is in question, to exhibit proper proof of age. If such person fails to provide such proof of age, such Retailer shall not sell the Tobacco Product to such person.

(c) That a person appeared to be over the age of twenty-one (21) shall not constitute a defense to a violation of this Section.

Sec. 18-73. Signage.

(a) "The Sale of Tobacco or Nicotine Products or Devices to Persons Under 21 is Prohibited" signs shall be legibly printed in letters at least one-half inch high and shall be posted clearly and conspicuously in every location where Tobacco Products are available for purchase. Signage shall be in multiple languages as needed to be consistent with other facility postings.

(b) Signs shall be posted within thirty (30) days of the effective date of this Ordinance and shall be prominently displayed and shall not be obscured.

(c) Selling Tobacco Products in any place that does not have a sign posted in a conspicuous place to a person under twenty-one (21) years of age is prohibited by law and punishable consistent with this Article.

Sec. 18-74. Enforcement.

(a) Authority

The Westport Police Department is hereby authorized to enforce violations of this Article as provided in this Section.

(b) Notice of Violation

(i) Prior to the issuance of an initial citation pursuant to this Section, the Police Department shall provide written notice to Retailers violating this Article.
(ii) The notice of violation shall state the violation and the date by which said violation shall be remedied.
(iii) Upon the failure to remedy the violation within the time period specified within the notice, the Police Department shall issue a citation as provided for in subsection (c) hereof. Repeat offenders shall be issued additional citations without first receiving a new notice of violation.

(c) Issuance of Citation

(i) The Police Department shall issue a citation when a violation persists beyond the date by which the Police Department required that the violation be remedied.
(ii) Any citation issued by the Police Department shall state:
a. A description of the violation.
b. The initial fine of $250.00 plus such other penalties, costs and/or fees due for each violation.
c. That after ten days from the date of the citation, each day thereafter that the violator has not sent notification of compliance to the Police Department shall constitute a separate violation and shall be subject to an additional $250.00 fine.
d. That the uncontested payment of such fine(s), penalties, costs and/or fees shall be made within ten days of the date of the citation.
e. That such person may contest the liability before a citation hearing officer by delivering in person or by mail within ten days of the date of the citation a written demand for a hearing.
f. That if such a hearing is not demanded, it shall be deemed an admission of liability and an assessment and judgment shall be entered against the person, and that such judgment may issue without further notice.
(iii) Any notice of violation or citation issued hereunder shall be sent to the person named in the citation by certified mail, return receipt requested and simultaneously by regular United States Postal Service mail.
(iv) Once a written demand for a hearing has been received by the Police Department, no additional citations shall be issued for the violation, nor shall daily fines be imposed until after the conclusion of the hearing procedure as set forth in Subsection (e) hereof.

(d) Civil Infractions Amount; Continuing Violations

(i) The fine for each occurrence of a violation shall be $250.00 and shall be payable to the Town.

(e) Hearing Procedure For Citations

(i) The First Selectman shall appoint one or more hearing officers, other than any employee of the Town, to conduct the hearings resulting from violations of this article. Any assessment by a hearing officer shall be entered as a judgment against the violator
(ii) A person who chooses to appeal a citation and requests a hearing to this effect shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the citation notice, provided the hearing officer shall grant upon good cause shown any reasonable request by an interested party for postponement or continuance. An original or certified copy of the citation issued by the Police Department shall be filed and retained by the Town and shall be deemed to be a business record and evidence of the facts contained therein. Upon request of the person appealing the citation, the presence of the Police Department employee who issued the citation shall be required at the hearing. A designated Town employee other than the hearing officer may present evidence on behalf of the Town. A person wishing to contest liability shall appear at the hearing and may present evidence. If the person who received the citation fails to appear, the hearing officer may enter an assessment by default upon a finding of proper notice and liability under the ordinance.
(iii) The hearing officer shall conduct the hearing in the order and form and with such methods of proof as he/she deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall

announce his/her decision at the end of the hearing. If the hearing officer determines that the person is not liable, he/she shall dismiss the matter and enter his/her determination, in writing, accordingly. If the hearing officer determines that the person who received the citation is liable for the violation, the hearing officer shall then enter and assess the fines, penalties, costs or fees against the person as provided by this article.

(iv) If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than thirty days nor more than twelve months after such mailing, a certified copy of the notice of assessment with the Clerk of the Superior Court for the geographical area in which the Town is located, together with the applicable entry or filing fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, all assessments against the same person may be accrued and filed as one record of assessment. The Clerk shall enter judgment, in the amount of the hearing officer's record of assessment, as well as court costs, against such person in favor of the Town. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may be issued without further notice to such person.

(v) A person against whom an assessment has been entered pursuant to this article is entitled to judicial review by way of appeal in accordance with C.G.S. § 7-152c(g).

Sec. 18-75. Nuisance.

Violations of this Ordinance are deemed to be a threat to the public health, safety and welfare of the community. Three (3) violations by the same Retailer within a two (2) year period shall constitute a public nuisance. The Town of Westport may initiate legal action to enforce the requirements of this Article in addition to civil penalties.

BACK UP MATERIAL
RTM ITEM # 3

AGREEMENT

BETWEEN

THE TOWN OF WESTPORT, CONNECTICUT

AND

LOCAL 1303-194, COUNCIL #4
AMERICAN FEDERATION OF STATE, COUNTY
AND
MUNICIPAL EMPLOYEES
AFL-CIO

JULY 1, ~~2015~~ 2019 - JUNE 30, ~~2019~~2023

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AGREEMENT made by and between the TOWN OF WESTPORT, CONNECTICUT (hereinafter referred to as "TOWN"), and LOCAL 1303-194 OF COUNCIL #4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter referred to as "UNION")

WHEREAS, the UNION was organized and designed to maintain and promote a, harmonious relationship between the TOWN and its employees covered by this Agreement in order that more efficient and progressive public service may be rendered; and

WHEREAS, the UNION has been designated in Connecticut State Board of Labor Relations, Decision No. 2163-A, dated April 26, 1983, as the collective bargaining representative of a unit of employees of the TOWN as more specifically hereinafter set forth; and

WHEREAS, the parties, pursuant to the requirements of the Municipal Employees Relations Act, concluded negotiations in good faith on all matters properly subject to collective bargaining;

NOW THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

The TOWN recognizes the UNION as the exclusive representative, for purposes of collective bargaining with respect to wages, hours and other conditions of employment, of all regular full time and regular part time employees employed by the TOWN in the classifications provided in the Wage Schedule. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours a week on a continuous and regular work schedule. Part time employees employed to work less than twenty (20) hours per week or seasonally less than a full year are specifically excluded from coverage of this Agreement. Permanent employees as used hereinafter shall be defined as regular full time and regular part time employees who have successfully completed their probationary period.

ARTICLE II
DUES, CHECK-OFF

SECTION 1.
The TOWN agrees to deduct from the paycheck of each employee, who has agreed to join the UNION and has voluntarily signed an authorized payroll deduction card, a sum, certified by the President of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the authorized bank as designated by the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period. The TOWN shall not be responsible for deducting any member's dues if he/she is not on the payroll during the specific deduction payroll period.

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The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application ~~The TOWN agrees to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the secretary or other authorized official of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the person and place designated by an authorized official of Local 1303. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period. The TOWN shall not be responsible for deducting any member's dues if he/she is not on the payroll during the specific deduction payroll period.~~

SECTION 2.

~~All employees covered by this Agreement who are members of the UNION in good standing at the time this Agreement becomes effective and all employees who thereafter become members during the term of this Agreement, including any newly hired employees, shall, as a condition of continued employment, maintain, their membership, in the UNION for the duration of this Agreement by offering to pay regular monthly dues and other fees levied against all members.~~

~~Any new employee hired after this Agreement becomes effective, upon satisfactory completion of his/her probationary period, shall as a condition of continued employment, become a member of the UNION and pay the regular monthly dues, or in lieu thereof pay to the UNION a monthly service fee. The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of the provision of this section requiring non-members of the UNION to pay the service fee as a condition of employment.~~

ARTICLE III
EMPLOYEE STATUS

SECTION 1. PROBATIONARY PERIODS

Any new employee shall have a probationary period of six (6) months (which may be extended by management up to 3 months) during which time he/she shall be evaluated at the end of the third and sixth month. New employees shall not be entitled to benefits during their probationary period except for the following: a) holiday pay for those holidays specified in Article VI which may occur during said probationary period, b) earned vacation according to Article VII and c) sick leave earned during the probationary period earned at the rate of one (1) day per month. Upon satisfactory completion of the probationary period he/she shall be classified a permanent employee, regular full time or regular part time. During the probationary period an employee may be terminated with or without cause and without recourse to the grievance and arbitration provisions of this Agreement.

Probationary period for a promotion shall be three (3) months. Any promoted employee who fails the three (3) month probationary period shall be returned to his/her former position.

SECTION 2. LAYOFFS

a) In the event of a reduction in the work force or the abolishment of a position, the employee with the least seniority within the classification in the department shall be laid off first. The TOWN agrees to place the affected employees in a vacant position provided the employee is qualified for the position. In the event that the vacancy would result in a demotion (reduction in classification and/or pay grade), the employee shall have the option to accept the layoff or the demotion. In the case of an employee who accepts a demotion in lieu of layoff, it is understood that such employee shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.

b) A laid off employee shall have recall rights for a period of one (1) year from the date of layoff. Such recall rights shall be based on seniority i.e., last laid off, first reinstated. Recall rights shall apply to the department from which the employee was laid off.

c) If a vacancy exists in a department for which no employee is on recall, then all laid off employees may apply, except that if an employee is on layoff from a position in one department and the classification in a different department is vacant, that employee shall have preference based on seniority. Such recall shall be subject to a three (3) month probationary period.

d) A laid off employee has the right to bump a less senior employee in a lower classification within the department, provided he/she is capable of performing the required work in the reasonable judgment of the TOWN.

SECTION 3. DISCHARGE

No permanent employee shall be discharged or otherwise disciplined except for just cause. In the event of a discharge or other disciplinary action, the employee shall be given the reason therefore in writing within seven (7) calendar days, and a copy shall be mailed or given to the UNION. Depending on the nature of the infraction, disciplinary action may include a verbal or written warning, suspension without pay or discharge. All disciplinary action shall be subject to the grievance procedure.

SECTION 4. NOTICE OF VACANCY

Notice of vacancies and/or new positions covered by this Agreement shall be posted on TOWN bulletin boards at each location to which employees regularly report and sent to the president of the UNION three (3) working days prior to any other public announcement. Such notices shall include job classification, rate range and job requirements, and qualifications for that classification as determined by the TOWN.

SECTION 5. TRANSFER, PROMOTIONS AND NEW POSITIONS

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications, and departmental and town wide seniority respectively, shall be given consideration. If an involuntary permanent transfer shall become necessary, the employee with the least classification seniority in the department from which the transfer

is being made, shall be transferred first. Employees desiring a permanent transfer within the same job classification shall so inform the Personnel Director in writing.

ARTICLE IV
HOURS OF WORK

SECTION 1.
A regular part time employee covered by this Agreement shall be scheduled by his/her respective department head as approved by the First Selectman.

SECTION 2.

a) The normal work week for all regular full time employees, except as set forth in Schedule A, shall be a five (5) day, forty (40) hour work week from Monday through Friday. Daily hours for such forty (40) hour employees shall be from 8:00 a.m. to 4:30 p.m. including a one-half (1/2) hour meal period. All other regular full time employees shall work the hours set forth in Schedule A, to include a one-half (1/2) hour meal period.

b) Each employee shall be entitled to one 15-minute break in the morning and one 15-minute break in the afternoon. Breaks shall normally be taken at 10:00 a.m. and 2:00 p.m. except that the time may change subject to the needs of a particular job.

c) By consent of the parties the particular employee's workday hours and times of break may be adjusted based on the needs of the Department and/or ~~from time to time~~ for mutual convenience. Consent for such adjustment shall not be unreasonably withheld.

SECTION 3.
Work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1½) times the regular hourly rate of pay. All overtime work must be approved in advance by the department head or his/her designee.

SECTION 4.
Work performed by regular full time employees on Sunday will be compensated at two (2) times the regular hourly rate of the employee except for those employees whose regular schedules include Sunday.

SECTION 5.
Work performed on a holiday, shall be compensated at two (2) times the regular hourly rate of the employee in addition to holiday pay; or in lieu of such holiday pay the employee may elect to take compensatory time at straight time. Compensatory time off for holiday work will be selected by the employee with the approval of the department head or his/her designee.

SECTION 6.
Employees regularly scheduled to work on Easter Sunday, shall be paid at the rate of two (2) times their hourly rate for the hours worked that day.

SECTION 7.
Overtime and call back lists shall be established, maintained and posted in order that such overtime and call back work be offered to and distributed as equally as possible on a rotating basis within a department or a division by classification. In the event that overtime work is required and all employees on the overtime roster have refused such overtime, the employee first offered the overtime shall be required to perform such work unless excused, in which case, the TOWN may use other sources.

ARTICLE V
WAGES AND BENEFITS

SECTION 1.
Annual wages effective July 1, ~~2015~~ 2019 through June 30, ~~2018~~ 2023 and the classifications covered by this Agreement are set forth in Wage Schedules attached hereto. The annual rate of pay of each employee and whatever additional pay to which he/she is entitled shall be divided into twenty-four (24) payments which are as nearly equal as possible, and shall be paid to such employee on the 15th and the last day of every month, or the legal full banking day prior to the 15th or last day of the month, should those dates fall on a weekend or a holiday. All wages will be paid through Direct Deposit.

SECTION 2. INCREMENT FORMULA

a) An employee hired prior to January 1 in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1; an employee hired between January 1st and March 31st in any fiscal year shall be entitled to a one-half (½) step in the applicable salary schedule on the following July 1st and shall be entitled to one and one-half (1½) steps the following July 1st; and an employee hired between April 1st and June 30th shall not be entitled to a step increase on the next following July 1st. In no event, shall a step increase be granted until completion of a probationary period nor shall any step increase for any employee exceed the top step of the applicable salary schedule.

b) A promoted employee shall be placed in the appropriate salary grade at a step which is closest to but greater than his/her current rate of pay.

c) A demoted employee shall be placed in the appropriate salary grade at a step which is closest to but not greater than his/her current rate of pay.

SECTION 3. MEDICAL, DENTAL AND PRESCRIPTION DRUG INSURANCE

~~a) Each regular full time employee, having completed his/her new hire probationary period, shall, during the period of employment by the TOWN, be covered by:~~

~~(1) Blue Cross Century Preferred Plan for the employee and dependents with:~~

~~(a) $15 Co-Pay per Office Visit for Medical Care until June 30, 2014. Effective July 1, 2014, $20 Co-Pay per Office Visit for Medical Care.~~

~~(b) $00 Co-Pay per Office Visit for Preventative Care According to Schedule~~

~~(c) $200 Co-Pay per Hospital Admission~~

~~(d) $100 Co-Pay for Out Patient Surgery~~

~~(e) $75 Co-Pay per admission for Emergency Room and/or Urgent Care~~

~~(f) $200/$400/$500 deductibles~~

~~(g) 80%/20% co-insurance to $3,500/$7,000/$8,750; 100% thereafter~~

~~(h) Prescription Drug excluded~~

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(2) ~~Effective January 1, 2017, in lieu of the PPO, employees shall have the option of participating in t~~the Town will provide the Lumenos High Deductible Plan (HDHP) with a health savings account (HSA) with deductibles of $2,000/$4,000 funded 50% by the Employer for full time active employees.

(3) Employees participating in the HDHP/HSA contribute towards the cost of the plan as follows:

~~July 1, 2016~~	~~11%~~
July 1, ~~2017~~2019	12%
July 1, 2020	13%
July 1, 2021	14%
July 1, 2022	15%

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~~Employees participating in the PPO shall pay the difference between the net cost of the HDHP/HSA (cost less employee cost share contribution) and the cost of the PPO Plan.~~

~~(4) Prescription Drug Plan for participants and their dependents in the PPO with the following copayments:~~

~~Effective July 1, 2011 the copayments for the Prescription Drug Plan will be as follows:~~

	~~30 Day Retail~~	~~60 Day Mail Order~~
~~Generic~~	~~$5.00~~	~~$5.00~~
~~Formulary~~	~~$15.00~~	~~$15.00~~
~~Non-Formulary~~	~~$30.00~~	~~$30.00~~
~~Specialty~~	~~$30.00~~	~~$30.00~~

Note: Formulary drugs are defined from time to time by the Provider.

b) Each regular full time employee shall be eligible for Family coverage under the Blue Cross Flexible Dental Plan. ~~Effective July 1, 2012, the~~ The maximum dental benefit is One Thousand Five Hundred Dollars ($1,500.00).

c) Regular ~~9~~10-month employees shall be eligible to participate in the same medical, dental and prescription drug insurance, for Single Plus One coverage by paying the percentage of the cost of coverage specified in a) above for twelve (12) months. Such employees shall be entitled to purchase Family coverage by paying, in addition to the costs specified in a) above for Single Plus One coverage, 100% of the difference in cost between Single Plus One and Family coverage.

Other regular part- time employees shall be eligible for the same medical and dental insurance for Single coverage by paying the percentage of the cost of coverage specified in a) above. Such employees shall be entitled to purchase Single Plus One or Family coverage by paying, in addition to the costs specified in a) above for Single coverage, 100% of the difference in cost between Single and Single Plus One coverage, or 100% of the difference in cost between Single and Family coverage.

d) Reference to a specific health insurance provider shall be intended solely as a point of reference for benefits, and shall not obligate the TOWN to provide benefits through any particular provider.

e) The Town reserves the right to change health plans or carriers, provided that the replacement plan is substantially equal on an overall basis in terms of benefits.

f) If an employee proves that he is paying for similar coverage for hospital service and medical service, as set forth in Section 1, the Town shall be relieved of its responsibilities to provide coverage and the employee will not be responsible for the cost sharing contribution set forth herein for so long as the employee maintains similar coverage.

g) Prescription benefits under the HSA ~~and the PPO buy up~~ shall be provided through a prescription benefit manager ("PBM") designated by the Town. ~~The co-pays under the buy up PPO shall be the same as the HSA, except that for the HSA co-payments will apply after the $2,000/$4,000 deductible is met up to an additional out of pocket maximum of $1,000/$2,000. The co-pay shall be $10.00 for generic, $30.00 for preferred brand, and $45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a 90-day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense as Written" ("DAW") provided for medical reasons. A summary of the benefits of these plans shall be set forth for information purposes in Appendices ___ and ___, provided~~

~~that the actual benefit shall be determined in accordance with the insurance contract(s).~~

The health and medical as herein specified provided by the Town shall include a contribution, under Section 125 of the IRS Code, by a covered employee in an amount equal to a percentage of the premium cost as defined in this Section for the health and medical coverage as follows:

SECTION 4. PRODUCTIVITY AWARD
An employee shall be eligible for an award bonus if he/she has met the criteria for the program described in Schedule B.

SECTION 5. LIFE INSURANCE
The TOWN shall provide and pay for ~~Twenty~~ Fifty Thousand Dollars ($~~20~~50,000) group life insurance policy for each regular full time and regular part time employee. ~~After signing, the TOWN will apply to increase the group life coverage to one times the base salary, for each regular full time and regular part time employee, rounded to the nearest one thousand, to a maximum of Fifty Thousand Dollars ($50,000).~~

SECTION 6. RETIREMENT HEALTH INSURANCE
For employees who were eligible to retire on or before July 14, 2017, shall ~~Upon~~ upon retirement from the employment of the TOWN, ~~each retiree~~ shall be permitted to continue coverage as available for retired employees under said medical and dental insurance at the individual's cost as provided in the Westport Municipal Employees' Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available. Employees hired after July 14, 2017 are not eligible for retiree health insurance.

ARTICLE VI
PAID HOLIDAYS

SECTION 1.
Regular full time and regular part time employees shall be paid for and have the following designated days off as holidays:

Independence Day
Last full workday before New ~~Years~~Year's Day
Labor Day
New ~~Years~~Year's Day
Columbus Day
Martin Luther King Day
Veterans Day
Presidents Day
Thanksgiving Day
Memorial Day
Day after Thanksgiving
Last full workday before Christmas
Christmas Day

SECTION 2.
A regular part time employee shall be paid holiday pay on the basis of his/her average daily hours worked during the previous fiscal year.

SECTION 3.
If any of the listed holidays falls on a Sunday; the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If any of the listed holidays falls on a scheduled vacation day, the employee shall be given an extra day off.

ARTICLE VII
VACATIONS

SECTION 1.

a) A permanent employee who has completed one (1) or more years of service as of each July 1st shall receive two (2) weeks' vacation with pay. An employee with less than one-year service on July 1st shall receive vacation on a pro-rata basis.

b) An employee who has completed two (2) years of service as of July 1st shall receive three (3) weeks' vacation pay.

c) An employee, who was hired prior to July 1, 2012, who has completed eleven (11) or more years of service as of July 1st shall receive the following working days of vacation:

COMPLETED SERVICE	EARNED VACATION
eleven (11) years	Sixteen (16) days
twelve (12) years	Seventeen (17) days
thirteen (13) years	Eighteen (18) days
fourteen (14) years	Nineteen (19) days
fifteen (15) years	Twenty (20) days
twenty-one (21) years	Twenty-one (21) days
twenty-two (22) years	Twenty-two (22) days
twenty-three (23) years	Twenty-three (23) days
twenty-four (24) years	Twenty-four (24) days
twenty-five (25) years	Twenty-five (25) days

An employee, who was hired on or after July 1, 2012, who has completed eleven (11) or more years of service as of July 1st shall receive the following working days of vacation:

COMPLETED SERVICE	EARNED VACATION
eleven (11) years	Sixteen (16) days

twelve (12) years	Seventeen (17) days
thirteen (13) years	Eighteen (18) days
fourteen (14) years	Nineteen (19) days
fifteen (15) years	Twenty (20) days
twenty-five (25) years	Twenty-five (25) days

SECTION 2. WHEN VACATIONS ARE TAKEN

a) Vacations shall be taken in the fiscal year following the year in which it was earned except that special permission may be granted by the First Selectman for an employee to carry over unused vacation from one year only to the next following year.

b) An employee shall be granted vacation for the time requested subject to the approval of the Department Head and the demands of service. In the event of conflict between two or more employees requesting the same vacation period, seniority shall govern. No vacation request shall be unreasonably denied. In the event there is any unused vacation by March 1st in any fiscal year the balance shall be scheduled by March 31st to be used prior to June 30th.

SECTION 3.
An employee shall be entitled to earned vacation pay if he/she resigns from his/her position with not less than fourteen (14) calendar ~~days notice~~days' notice. An employee discharged for cause shall not be entitled to a vacation payout.

SECTION 4.
Regular part time employees who are covered by this Agreement shall receive vacation benefits on a pro-rata basis and shall be paid vacation pay on the basis of his/her average weekly hours (or average daily hours where applicable) worked during the previous fiscal year.

ARTICLE VIII
LEAVE PROVISIONS

SECTION 1. SICK LEAVE
Each permanent employee shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month from the date of employment provided, however, the TOWN may require satisfactory proof of illness when sick leave is taken. An employee may charge to his/her sick leave accrual up to two (2) days of absence in a fiscal year due to an illness of a spouse or child requiring the presence of such employee.

Upon the expiration of accumulated sick leave at full pay, employees will be entitled to leave for a serious health condition at the rate of one -half (½) pay as follows:

YEARS OF SERVICE	WORKING DAYS AT 1/2 PAY
0-3 Years	30
3 or more	60

Each regular part time employee shall be entitled to sick leave on the same basis except that the compensation therefore shall be based on the average daily hours worked during the previous fiscal year.

SECTION 2.
The First Selectman, for reasonable cause, may extend any of the above for not more than three (3) successive twelve (12) day periods if the employee is unable to return to work because of sickness upon expiration of his/her sick leave.

If any employee uses all of his/her sick leave and any extensions and he/she is not eligible to be placed on pension, the First Selectman may grant the employee sick leave without pay for a maximum time of one (1) year. He/she will be reinstated, if he/she is able to return to work before his/her leave terminated, upon physician's certification to perform his/her duties without loss of rank, seniority rights or any privileges.

SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY
Each employee who is injured or disabled in the performance of his/her duties shall be entitled after ten (10) work ~~days~~days' absence to injury leave with full pay (not to be charged to earned sick leave) less Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed ~~eighteen (18)~~twelve (12) months for any individual injury. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

SECTION 4. FUNERAL LEAVE
Three (3) days special leave with pay shall be granted to attend a wake, funeral or memorial services for a death in the immediate family. Should the leave period include days not scheduled normally as work days, only the actual work days necessary to complete the three (3) day period shall be allowed. Immediate family shall mean wife, husband, sister, brother, father, mother, grandparents, children, grandchildren, and mother, father or children of the current spouse. Extensions may be given for just cause by the First Selectman or his/her designee.

One (1) day special leave with pay shall be granted in the event of death of a relative not included in the definition of immediate family.

SECTION 5. ACCUMULATED VACATION AND PAY AT DEATH
In the event of the death of an employee, if the deceased employee has unused or earned vacation time due him/her, his/her spouse shall receive the accumulated time in monetary value. In addition to any other payments or benefits to which he/she may be entitled, the spouse of any employee who dies during the term of this Agreement shall receive the

next four (4) ~~weeks~~weeks' pay following the employee's last earned pay. If such employee is not survived by a spouse, such terminal pay and vacation pay shall be paid to his/her estate.

~~**SECTION 6. PALL BEARER LEAVE**~~
~~Leave with pay for an employee to act as pall bearer shall be granted upon approval of the First Selectman or his/her designee.~~

SECTION ~~7~~6. LEAVE WITHOUT PAY
The First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave shall not be unreasonably withheld and terms of the leave shall be specified in the letter granting the leave. Leave for other employment shall not be grounds for leave of absence. During a leave of absence there shall be no accrual of time for pension purposes. All health benefits and life insurance may be continued at the expense of the employee.

SECTION ~~8~~7. PERSONAL LEAVE
An employee with the prior approval of the head of the department (except in an emergency) shall be entitled to three (3) personal leave days in each fiscal year for personal business. New Hire probationary employees may not take personal leave during the probationary period.

SECTION ~~9~~8. MILITARY LEAVE
Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than the normal wages from the TOWN for the same period, said employee shall be paid the difference by the TOWN.

SECTION ~~10~~9.
Maternity Leave shall be granted in accordance with state statutes.

ARTICLE IX
GRIEVANCE PROCEDURES

The purpose of this procedure is to provide an orderly method of adjusting grievances within the time limits specified. Any employee having a grievance concerning the interpretation or application of any provision of this Agreement may seek adjustment under this grievance procedure by filing a summary of his/her particular grievance in writing with his/her immediate superior within fifteen (15) calendar days after the occurrence of the grievance or from the date the employee knew or should have known of the incident giving rise to the grievance. The UNION shall have the right to institute or withdraw from any grievance.

Time limits specified herein may be extended by mutual agreement in writing between

the president of the UNION and the TOWN. Such agreement shall not be unreasonably withheld by either party.

STEP 1. EMPLOYEE TO DEPARTMENT HEAD
The employee and the UNION steward or both shall present to the Department Head all facts available pertaining to the problem. Within seven (7) calendar days the Department Head shall ~~adjust~~ address the problem or notify the employee and/or his/her representative of his/her decision.

STEP 2. TO THE PERSONNEL DIRECTOR
If the employee and the UNION feel there should be further review, the facts pertaining to the problem shall be presented to the Personnel Director in writing by the steward within seven (7) calendar days after a decision is rendered under Step 1. The Personnel Director shall review the problem and discuss it with the employee and his/her representative and within seven (7) calendar days render his/her decision in writing.

STEP 3. TO THE FIRST SELECTMAN
If the employee and the UNION feel further review is necessary, the UNION shall within seven (7) calendar days after a decision is rendered under Step 2, request a meeting with the First Selectman. The First Selectman shall, within seven (7) calendar days thereafter call meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the problem fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) calendar days after the meeting to the Representative of the UNION.

STEP 4. ARBITRATION
In the event the employee and the UNION feel that further review is justified, he/she shall within fifteen (15) calendar days after the First Selectman renders his/her decision file notice of appeal to submit the matter to arbitration by the Connecticut State Board of Mediation and Arbitration. The decision of the Board shall be final and binding on both parties. Each party shall be liable for their own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties. The Arbitration Board shall have no authority to amend, modify, alter or otherwise change the language of the Agreement.

ARTICLE X
NO STRIKE-NO LOCKOUT

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation.

ARTICLE XI
MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement the TOWN of Westport

reserves all rights of management, whether by statute or otherwise, to direct and control the operation of the TOWN facilities and the TOWN employees including, but not limited to, the rights to: to determine the standards of services to be offered by TOWN employees; to determine the standards of selection for TOWN employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities subject to bargaining impact as may be required by MERA.

ARTICLE XII
UNION BUSINESS

SECTION 1.
The President, Vice-President, Secretary and Treasurer of the UNION shall have super-seniority during their tenure in office in the event of a layoff in their respective departments. Irrespective of seniority, they shall be the last to be laid off.

SECTION 2.
With the prior notice to the TOWN, the duly elected officers of the UNION specified in Section 1 who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of this Agreement. Such approval shall not be unreasonably withheld. Such nine (9) days shall be exclusive of any time required to process grievances under the Agreement.

SECTION 3.

a) Grievant and a UNION steward or one officer shall be granted necessary time off without loss of pay at Step 1 and Step 2 of the Grievance Procedures.

b) Grievant, one steward and one officer of the UNION shall be granted necessary time off without loss of pay to attend a grievance hearing at Step 3 and Step 4.

c) A Staff Representative of Council #4, AFSCME, shall be entitled to attend grievance hearings at Step 3 and Step 4.

ARTICLE XIII
PENSION PLAN and 401(k) PLAN

a) The parties agree that the document entitled "Retirement Plan for Municipal Employees of the Town of Westport," adopted July 1, 1966, and as last amended July 1, 1993 shall be incorporated herein, as part of this collective bargaining agreement. Only employees hired before July 14, 2017 are eligible for the pension

plan. Employees hired on or after July 14, 2017 will participate in the Town of Westport Defined Contribution Plan.

b) The employee contributions to the said Pension Plan shall be ~~3¼%~~5.5% ~~through~~ of base pay effective July 1, 2019 and 6.0% effective July 1, 2020, through payroll deductions. ~~for employees covered by this Agreement through December 31, 2006. Effective January 1, 2007 the contribution rate shall be 4%.~~

c) An employee who has accrued unused sick time at his/her retirement date, shall have unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the Town of Westport," sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to retirement date, no sick time may be included as credited services for the purpose of retirement.

d) An employee hired on or after July 14, 2017 is eligible to participate in the Town of Westport Defined Contribution Plan. The employee shall contribute 5.0% of base wages and the Town will match the contributions up to a maximum of 5.0%

d) Effective July 1, 2007 employees are entitled to participate in "The Town of Westport 401k Plan" under the terms and conditions of that Plan.

~~**NOTE: The Parties are in interest arbitration concerning the Plan (Case No. 2017-MBA-322). The terms of that award shall supersede the above to the extent there is any conflict between the provisions of this Article and the award in that case.**~~

ARTICLE XIV
MISCELLANEOUS

SECTION 1. JURY DUTY

Leave for jury duty shall be granted without loss of pay except that any remuneration ~~enumeration~~ received by the employee for such jury duty shall be deducted from his/her pay so that in no event, can the total amount exceed a regular day's pay. The employer reserves the right to have the employee excused from jury duty.

SECTION 2. CLOTHING ALLOWANCE

a) All employees covered by this Agreement, (except EMS), shall receive a work clothing reimbursement ~~of $450.00~~**$550.00**, to be expended for appropriate articles of clothing related to their employment, which shall include safety shoes, and subject to the rules and regulations as may be promulgated by the First Selectman or his/her designee.

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Any employee hired after July 1st but prior to December 31st, shall receive $100.00 upon hire for the purchase of safety shoes. Upon becoming a permanent

employee, the employee shall receive the balance of the clothing allowance for that fiscal year. An employee hired on or after January 1st, shall receive $100 upon hire but shall not be entitled to any additional clothing allowance in that fiscal year.

b) Rain gear shall be provided as needed to employees required to work outdoors in inclement weather.

c) Designated employees are required to wear the logo clothing which will be issued (without charge) as noted below:

INITIAL ISSUE (SEPT. 15)		ANNUALLY THEREAFTER (SEPT. 15)	EVERY THIRD YEAR
T-Shirts	5	5	
Golf Shirts	3	1	
Sweat Shirts	2	1	
Jackets	1		1

Semi-Annually (Sept. 15 and Mar. 15) employees may purchase additional items from their respective clothing allowances at pre-established prices. Clothing worn must be clean and presentable (without holes, tears, or alterations).

SECTION 3. SAFETY

a) Helmets shall be furnished to employees on the job wherever overhead hazards exist.

b) It shall be mandatory for all employees who receive reimbursement for safety shoes to wear these shoes as required during working hours. Failure to wear required safety shoes or equipment (such as eye protection, ear protection, safety vests, chaps, etc. as appropriate) shall make the employee subject to proper disciplinary action.

c) Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation in violation of acceptable safety rules, the matter shall be considered immediately by the representative of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedures of this Agreement.

SECTION 4. CALL BACK

An off-duty employee, (except EMS) called for emergency work shall be given a minimum of four (4) hours work at one and one-half (1½) times his/her regular hourly rate of pay. If call back occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay.

SECTION 5. MEAL REIMBURSEMENT

Whenever employees (except EMS) are required to perform emergency duty duly

authorized by the Department Head or his/her designee, the TOWN shall provide reimbursement for meals as follows:

a) When an employee is required to stay on duty and work through the scheduled lunch period.
b) When an employee is required to stay on duty after 4:30 p.m. and work past the 6:00 p.m. meal hour.
c) When an employee is required to stay on duty and work through the midnight to 1:00 a.m. period.
d) When and employee is required to stay on duty and, work past 6:00 am.

The TOWN shall not provide reimbursement for meals during emergency duty as follows:

a) No noon meal if an employee goes off duty at or before noontime and reports for duty later.
b) No evening meal if an employee goes off duty at or before 4:30 p.m. and reports for duty later.
c) No midnight meal if an employee goes off duty at or before midnight
d) No morning meal if an employee goes off duty at or before 6:00 am.

~~After RTM approval of this Agreement t~~The maximum allowance for each meal shall be:

Breakfast	Four Dollars and fifty cents ($4.50)
Lunch	Seven Dollars ($7.00)
Dinner	Eight Dollars ($8.00)
Midnight Meal	Seven Dollars ($7.00)

Each bill must include amount, date and time of meal, signature of the employee and the Department Head or his/her respective designee.

SECTION 6. MILEAGE ALLOWANCE

Any employee required to use his/her automobile for TOWN business shall be reimbursed at the same rate as other TOWN employees as determined by the First Selectman.

SECTION 7. EDUCATIONAL REIMBURSEMENT

In the event the First Selectman requires an employee to attend or participate in any course of study or out of town program for purposes of improving job skills, then the TOWN agrees to reimburse such employee for all reasonable cost associated with attendance. ~~attendant thereto.~~

SECTION 8. INFORMATION TO MEMBERS

A copy of this Agreement, a copy of the Retirement Plan, the Defined Contribution Plan and the 401(k) Plan shall be posted on the Town's website. Employees desiring a printed copy of the contract may obtain one from the personnel office. Employees shall be provided with an Annual Statement of the employee's contribution to the Retirement Plan as of June 30th and an annual statement of unused accumulated leave balance.

SECTION 9. NOTIFICATION TO UNION

a) As soon as possible after July 1st the TOWN shall submit to the UNION a list of employees by Department, showing the employee's classification and length of service within the TOWN and the employee's current salary and pay grade. Any probationary period shall be included in determining length of service.

b) The TOWN agrees to notify the UNION of the date of hiring, termination, permanent transfer and/or promotion of employees covered by the Agreement within thirty (30) days of such occurrence with notification as to classification and rate step.

SECTION 10. WORKING IN HIGHER CLASSIFICATION
An employee temporarily assigned by the Department Head or his/her designee to work in a higher classification for more than four (4) hours in a day shall receive an increment on his/her scale equivalent to 5% for all such hours worked.

SECTION 11. EMERGENCY CALL BACK PROTECTION
The TOWN agrees to save an employee harmless from any claim for damages to person or property and to pay for damages to an employee's automobile, not otherwise covered by insurance, resulting from an accident which occurs when an employee is enroute to or returning from an emergency call back in his/her own automobile, provided that the TOWN shall not be liable for such damages if the accident was caused by willful negligence on the part of such employee.

SECTION 12. DRUG AND ALCOHOL TESTING
Employees shall be subject to reasonable suspicion drug testing.

ARTICLE XV
EMERGENCY MEDICAL SERVICE

SECTION I. TRAINING DAYS
Each EMT and EMT Coordinator shall be entitled to a maximum of eight (8) days in each Fiscal Year as compensation for In-Service training. Such days shall be taken as approved by the Director at the convenience of the Department.

Each training session will be credited at a minimum of four (4) hours.

Training days to be classified "training days" shall be scheduled and posted a minimum of one (1) week in advance except shorter notice may be given for just cause.

SECTION 2. CLOTHING
The EMT and EMT Coordinator shall receive a clothing allowance of $625.00 such amount being advanced immediately upon employment, to purchase necessary uniform and equipment. In addition, the TOWN shall provide the necessary patches and rockers for the uniforms.

SECTION 3. CALL BACK
Each off-duty EMT and the EMT Coordinator called in for emergency work shall be given a minimum of four (4) hours work at one and one-half (1½) times his regular hourly rate of pay.

SECTION 4. WORK ON A HOLIDAY
Effective July 1, 2007 any EMT, or EMT Coordinator who works on a Holiday listed under ARTICLE VI shall receive his/her regular salary for the day plus one additional day at the straight time rate. In addition, any overtime worked on a Holiday shall be paid at time and one-half (1.5).

ARTICLE XVI
SUBCONTRACTING

Before the TOWN enters into any new Agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the bargaining unit why the TOWN is contemplating the subcontracting of the bargaining unit's work.

ARTICLE XVII
SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

ARTICLE XVIII
DURATION

Except as otherwise provided herein, ~~the effective date of~~ this Agreement shall be effective July 1, 2019.~~the day following approval of this Agreement by the Representative Town Meeting, except that retroactivity on wages shall be payable only to those employees who are still employed by the TOWN or to those employees who have retired during the period of negotiation but before the Agreement has become effective~~. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, ~~2018~~2023.

It shall continue from year to year thereafter, unless either party gives notice to the other of its intention to change, modify or terminate this Agreement, which notice to the other party must be given in writing at least six (6) months prior to its termination.

SCHEDULE A
WORK SCHEDULES – VARIOUS

WORK SCHEDULES - VARIOUS

Employees in the following positions shall work the schedule listed below and this shall be considered their normal work schedule.

MARINA ~~AND BATHHOUSES FACILITIES~~ PERSONNEL

Personnel regularly assigned to duty at the marinas shall, from the beginning of Memorial Day weekend through Labor Day work weekends and holidays, except during the weeks when he/she is granted a Saturday/Sunday weekend off. Such overtime on scheduled days off shall first be offered to those employees regularly assigned to those duties. Scheduled days off between Memorial Day weekend and Labor Day weekend, shall be mutually agreed upon and satisfy department needs. Any work performed on scheduled days off, shall be paid at the respective overtime rates.

~~Personnel regularly assigned to duty at the bathhouse facilities and marinas shall, from the beginning of Memorial Day weekend through Labor Day work Wednesday through Sunday 7:00 a.m. to 3:30 p.m. or 12:00 p.m. to 8:00 p.m. During this time, overtime provisions for weekends will apply to Monday and Tuesday instead of Saturday and Sunday, except during the weeks when he/she is granted a Saturday/Sunday weekend off. Such overtime on Monday and Tuesday shall first be offered to those employees regularly assigned to those duties.~~

Parks Maintenance Personnel

Scheduled Overtime – An employee working scheduled overtime shall be given a minimum of three (3) hours work at one and one half (1 ½) times his/her regular hourly rate of pay. If work occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay. Work on holidays includes the addition of holiday pay. Scheduled overtime is to be distributed utilizing the established overtime and call back list (refer to ARTICLE IV SECTION 7).

EMERGENCY MEDICAL SERVICES PERSONNEL

Forty (40) hours per week as scheduled by the Chief of Police or his designee. Overtime provisions for over eight (8) hour day and Sunday will not apply, but overtime for more than forty (40) hours/week shall be at time and one half.

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POLICE EQUIPMENT MECHANIC

Monday - Friday.	7:00 AM - 3:30 PM

BUILDING CUSTODIANS

Police Dept.	7:00 AM - 3:30 PM Monday - Friday or 3:00 PM - 11:30 PM Monday -Friday
Railroad Parking	10:00 AM - 6:30 PM Monday - Friday
Town Hall	6:30 AM - 3:00 PM Monday - Friday

or 3:00 PM - 11:30 PM Monday - Friday

SCHEDULE B
SICK LEAVE AWARD

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

REQUIRED YEARS OF SERVICE	REQUIRED ACCRUED SICK LEAVE	SICK LEAVE USED (JULY 1 – JUNE 30)	AWARD**
5 TO 9 Years	30 days	4 or fewer days	$100
	"	5 " " "	90
	"	6 " " "	80
	0	0	50
10 to 14 Years	60 days	4 or fewer days	$200
	"	5 " " "	$175
	"	6 " " "	$150
	0	0	$100
15 to 19 Years	90 days	4 or fewer days	$300
	"	5 " " "	$270
	"	6 " " "	$225
	0	0	$150
20 or more-Years	120 days	4 or fewer days	$400
	"	5 " " "	$350
	"	6 " " "	$300
	0	0	$200

**Awards will be disbursed in a lump sum in the first pay period in December of the fiscal year following the year in which it was earned. For example, an award made in December 1996 would be based on required years of service and required accumulated sick leave as of July 1, 1995 and the number of days of sick leave used for the period July 1, 1995 through June 30, 1996. Such awards shall not be included in calculations for pension purposes

FOR THE TOWN OF WESTPORT
LOCAL 1303-194
COUNCIL #4 AFSCME

FOR THE UNION

James S. Marpe
First Selectman

Edward Frawley, President
Local 1303-194, Council #4

~~First Selectman~~

Ralph M. Chetcuti
Personnel Director

~~Edward Frawley, President~~
~~Local 1303-194, Council #4~~

(Date)

(Date)

The above is a true and attest copy of the Collective Bargaining Agreement between the TOWN OF WESTPORT and LOCAL 1303-194, COUNCIL 4, AFSCME, AFL-CIO.

Attest:
Patricia H. Strauss
Town Clerk

WAGE SCALES ~~2015-2019~~2019 - 2023
EFFECTIVE JULY 1 OF EACH YEAR INDICATED

CLASSIFICATION	FY	%Inc.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step
I Laborer Custodian	19/20	2.50%	$ 48,772	$ 51,210	$ 53,770	$ 56,457	$ 59,281	$ 62,244	$ 65
	20/21	2.50%	$ 49,991	$ 52,490	$ 55,115	$ 57,868	$ 60,763	$ 63,800	$ 66,990
	21/22	2.50%	$ 51,241	$ 53,803	$ 56,493	$ 59,315	$ 62,282	$ 65,395	$ 68,665
	22/23	2.50%	$ 52,522	$ 55,148	$ 57,905	$ 60,798	$ 63,839	$ 67,030	$ 70,381
II Driver/Laborer	19/20	2.50%	$ 51,209	$ 53,767	$ 56,457	$ 59,281	$ 62,244	$ 65,354	$ 68
	20/21	2.50%	$ 52,489	$ 55,112	$ 57,868	$ 60,763	$ 63,800	$ 66,988	$ 70,338
	21/22	2.50%	$ 53,801	$ 56,489	$ 59,315	$ 62,282	$ 65,395	$ 68,663	$ 72,097
	22/23	2.50%	$ 55,146	$ 57,902	$ 60,798	$ 63,839	$ 67,030	$ 70,379	$ 73,899
III Asst. Mechanic / Equipment Operator / Grounds Specialist / Head Custodian	19/20	2.50%	$ 53,770	$ 56,458	$ 59,280	$ 62,244	$ 65,356	$ 68,623	$ 72
	20/21	2.50%	$ 55,115	$ 57,869	$ 60,762	$ 63,800	$ 66,990	$ 70,338	$ 73,853
	21/22	2.50%	$ 56,493	$ 59,316	$ 62,281	$ 65,395	$ 68,665	$ 72,097	$ 75,699
	22/23	2.50%	$ 57,905	$ 60,799	$ 63,838	$ 67,030	$ 70,381	$ 73,899	$ 77,591
IV Dock master / Equipment Mechanic	19/20	2.50%	$ 56,457	$ 59,279	$ 62,244	$ 65,356	$ 68,623	$ 72,051	$ 75
	20/21	2.50%	$ 57,868	$ 60,761	$ 63,800	$ 66,990	$ 70,338	$ 73,853	$ 77,546
	21/22	2.50%	$ 59,315	$ 62,280	$ 65,395	$ 68,665	$ 72,097	$ 75,699	$ 79,484
	22/23	2.50%	$ 60,798	$ 63,837	$ 67,030	$ 70,381	$ 73,899	$ 77,591	$ 81,471
V Assistant Working Foreman	2019	2.50%	$76,850						
	20/21	2.50%	$ 78,772						
	21/22	2.50%	$ 80,741						
	22/23	2.50%	$ 82,759						
VI EMT	19/20	2.50%	$ 79,434						
	20/21	2.50%	$ 81,420						
	21/22	2.50%	$ 83,456						
	22/23	2.50%	$ 85,542						
VII Working Foreman	19/20	2.50%	$80,929						
	20/21	2.50%	$ 82,952						

10 month employees are paid 83.33% of the applicable annual salary (grade and step) for their positions over 24 semimonthly pay periods.

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	21/22	2.50%	$ 85,026
	22/23	2.50%	$ 87,151
III EMT Coordinator.	19/20	2.50%	$ 87,357
	20/21	2.50%	$ 89,541
	21/22	2.50%	$91,779
	22/23	2.50%	$ 94,073

ARTICLE II
DUES, CHECK-OFF

SECTION 1.
The TOWN agrees to deduct from the paycheck of each employee, who has agreed to join the UNION and has voluntarily signed an authorized payroll deduction card, a sum, certified by the President of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the authorized bank as designated by the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period. The TOWN shall not be responsible for deducting any member's dues if he/she is not on the payroll during the specific deduction payroll period.
The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application.

new

ARTICLE V
WAGES AND BENEFITS

SECTION 1.
Annual wages effective July 1, 2019 through June 30, 2023 and the classifications covered by this Agreement are set forth in Wage Schedules attached hereto. The annual rate of pay of each employee and whatever additional pay to which he/she is entitled shall be divided into twenty-four (24) payments which are as nearly equal as possible, and shall be paid to such employee on the 15th and the last day of every month, or the legal full banking day prior to the 15th or last day of the month, should those dates fall on a weekend or a holiday. All wages will be paid through Direct Deposit. new

SECTION 3. MEDICAL, DENTAL AND PRESCRIPTION DRUG INSURANCE

Employees participating in the HDHP/HSA contribute towards the cost of the plan as follows:

July 1, 2019	12%
July 1, 2020	13%
July 1, 2021	14%
July 1, 2022	15%

new

SECTION 6. RETIREMENT HEALTH INSURANCE
For employees who were eligible to retire on or before July 14, 2017, shall upon retirement from the employment of the TOWN, shall be permitted to continue coverage as available for retired employees under said medical and dental insurance at the individual's cost as provided in the Westport Municipal Employees' Retirement Plan; and provided further, that such coverage shall continue only during such period of time as the retiree is not employed elsewhere wherein similar benefits are available. Employees hired after July 14, 2017 are not eligible for retiree health insurance. new new

ARTICLE VII
VACATIONS

SECTION 3.
An employee shall be entitled to earned vacation pay if he/she resigns from his/her position with not less than fourteen (14) calendar days' notice. An employee discharged for cause shall not be entitled to a vacation payout.

ARTICLE VIII
LEAVE PROVISIONS

SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY
Each employee who is injured or disabled in the performance of his/her duties shall be entitled after ten (10) work days' absence to injury leave with full pay (not to be charged to earned sick leave) less Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed twelve (12) months for any individual injury. Nothing herein shall affect rights or benefits under existing Workers' Compensation law. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

SECTION 6. PALL BEARER LEAVE

DELETE.

ARTICLE XIII
PENSION PLAN and 401(k) PLAN

a) The parties agree that the document entitled "Retirement Plan for Municipal Employees of the Town of Westport," adopted July 1, 1966, and as last amended July 1, 1993 shall be incorporated herein, as part of this collective bargaining agreement. Only employees hired before July 14, 2017 are eligible for the pension plan. Employees hired on or after July 14, 2017 will participate in the Town of Westport Defined Contribution Plan.

b) The employee contributions to the said Pension Plan shall be 5.5% of base pay effective July 1, 2019 and 6.0% effective July 1, 2020, through payroll deductions.

c) An employee who has accrued unused sick time at his/her retirement date, shall have unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the Town of Westport," sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to retirement date, no sick time may be included as credited services for the purpose of retirement.

d) An employee hired on or after July 14, 2017 is eligible to participate in the Town of Westport Defined Contribution Plan. The employee shall contribute 5.0% of base wages and the Town will match the contributions up to a maximum of 5.0%

d) Effective July 1, 2007 employees are entitled to participate in "The Town of Westport 401k Plan" under the terms and conditions of that Plan.

ARTICLE XIV
MISCELLANEOUS

SECTION 2. CLOTHING ALLOWANCE

a) All employees covered by this Agreement, (except EMS), shall receive a work clothing reimbursement **$550.00**, to be expended for appropriate articles of clothing related to their employment, which shall include safety shoes, and subject to the rules and regulations as may be promulgated by the First Selectman or his/her designee.

SECTION 4. CALL BACK

An off-duty employee, (except EMS) called for emergency work shall be given a minimum of four (4) hours work at one and one-half (1½) times his/her regular hourly rate of pay. If call back occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay.

ARTICLE XVIII
DURATION

Except as otherwise provided herein, this Agreement shall be effective July 1, 2019. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2023.

SCHEDULE A
WORK SCHEDULES – VARIOUS

MARINA PERSONNEL

Personnel regularly assigned to duty at the marinas shall, from the beginning of Memorial Day weekend through Labor Day work weekends and holidays, except during the weeks when he/she is granted a Saturday/Sunday weekend off. Such overtime on scheduled days off shall first be offered to those employees regularly assigned to those duties. Scheduled days off between Memorial Day weekend and Labor Day weekend, shall be mutually agreed upon and satisfy department needs. Any work performed on scheduled days off, shall be paid at the respective overtime rates.

PARKS MAINTENANCE PERSONNEL

Scheduled Overtime – An employee working scheduled overtime shall be given a minimum of three (3) hours work at one and one half (1 ½) times his/her regular hourly rate of pay. If work occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay. Work on holidays includes the addition of holiday pay. Scheduled overtime is to be distributed utilizing the established overtime and call back list (refer to ARTICLE IV SECTION 7).

WAGE SCALES 2019 - 2023
EFFECTIVE JULY 1 OF EACH YEAR INDICATED

CLASSIFICATION	FY	%Inc.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
I Laborer Custodian	19/20	2.50%	$ 48,772	$ 51,210	$ 53,770	$ 56,457	$ 59,281	$ 62,244	$ 65,356
	20/21	2.50%	$ 49,991	$ 52,490	$ 55,115	$ 57,868	$ 60,763	$ 63,800	$ 66,990
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10 month employees are paid 83.33% of the applicable annual salary (grade and step) for their positions over 24 semimonthly pay periods.

	20/21	2.50%	$ 82,952
	21/22	2.50%	$ 85,026
	22/23	2.50%	$ 87,151
III EMT Coordinator.	19/20	2.50%	$ 87,357
	20/21	2.50%	$ 89,541
	21/22	2.50%	$91,779
	22/23	2.50%	$ 94,073

BACK UP MATERIAL
RTM ITEM # 3

TOWN OF WESTPORT

and

AFSCME, COUNCIL 4, LOCAL 1303-194

ARTICLE II – DUES, CHECK-OFF

Section1. Revised language to comply with recent JANUS ruling.

ARTICLE V - WAGES AND BENEFITS

Section 1, WAGES:

Annual wages will be increased as follows:

July 1,2019	2.50%
July 1, 2020	2.50%
July 1, 2021	2.50%
July 1, 2022	2.50%

Add, "All wages shall be paid through Direct Deposit."

Section 3, (a)(3). MEDICAL, DENTAL AND PRESCTIPTION DRUG INSURANCE

Employees participating in the HDHP/HSA contribute toward the cost of the plan as follows:

July 1, 2019	12%
July 1, 2020	13%
July 1, 2021	14%
July 1, 2022	15%

Section 6. RETIREMENT HEALTH INSURANCE

Revise language to comply with pension arbitration award issued July 14, 2017.

ARTICLE VII - VACATIONS

Section 3.

Add" An employee discharged for cause shall not be entitled to a payout of accrued but unused vacation.

ARTICLE VIII - LEAVE PROVISIONS

Section 3, INJURY LEAVE UP TO MAXIMUM RECOVERY

Reduce 18 months to 12 months.

Section 6, PALL BEARER LEAVE

Delete.

ARTICLE XIII- PENSION PLAN AND 401(K) PLAN

Revise language to comply with pension arbitration award issued July 14, 2017.

ARTICLE XIV – MICELLANEOUS

Section 2. CLOTHING ALLOWANCE

Increase from $450 to $550.

SECTION 4. CALL BACK

If call back occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay.

ARTICLE XVIII - DURATION

Except as otherwise provided herein, this Agreement shall be effective July 1, 2019. Thereafter, this Agreement shall remain in full force and effect without reopening of any kind through June 30, 2023.

SCHEDULE A
WORK SCHEDULES – VARIOUS

MARINA PERSONNEL

Personnel regularly assigned to duty at the marinas shall, from the beginning of Memorial Day weekend through Labor Day work weekends and holidays, except during the weeks when he/she is granted a Saturday/Sunday weekend off. Such overtime on scheduled days off shall first be offered to those employees regularly assigned to those duties. Scheduled days off between Memorial Day weekend and Labor Day weekend, shall be mutually agreed upon and satisfy department needs. Any work performed on scheduled days off, shall be paid at the respective overtime rates.

PARKS MAINTENANCE PERSONNEL

Scheduled Overtime – An employee working scheduled overtime shall be given a minimum of three (3) hours work at one and one half (1 ½) times his/her regular hourly rate of pay. If work occurs on Sunday or holiday, pay is at two (2) times his/her regular hourly rate of pay. Work on holidays includes the addition of holiday pay. Scheduled overtime is to be distributed utilizing the established overtime and call back list (refer to ARTICLE IV SECTION 7).

WESTPORT PUBLIC SCHOOLS

ANTHONY BUONO, Ph.D.
Assistant Superintendent of Teaching and Learning

Item #7 (moved to #9) BOF Approved 5/1/19

BACK UP MATERIAL
RTM ITEM # 4

110 Myrtle Avenue
Westport, Connecticut 06880
Telephone: (203) 341-1383
Fax: (203) 341-1008
abuono@westportps.org

To: James Marpe, First Selectman

From: Anthony Buono, Acting Superintendent for Westport Public Schools

Date: April 11, 2019

Re: Coleytown Middle School - Special Appropriation Request Board of Finance

Would you please add the following to the Board of Finance Agenda for May 1, 2019.

Be It Resolved, That upon the recommendation of the Acting Superintendent of Schools, the Board of Education requests the Board of Finance approve a special appropriation to the Board of Education in the amount of $267,658 for mold remediation, reconstruction and other related professional services at Coleytown Middle School.

(See attachment for supporting document)

c: M. Mace
G. Conrad

Approved for submission
To Board of Finance (4/11/19)

James S. Marpe
First Selectman

CMS Remediation and Related Prof. Services

	BOE	BOF	RTM		Amount	
1	Approved	Approved	Approved	$	400,000	expended
2	Approved	Approved	Approved	$	284,568	expended
3	Approved	**Pending**	**Pending**	**$**	**267,658**	**expended**
	Pending	Pending	Pending	$	21,664	projected
TOTAL AS OF 2Q (12/31/18)				**$**	**973,890**	

3

Account 330 - Other Professional Services		
Kaeyer, Garment & Davidson, PC		41,550.00
Town of Westport (PD traffic control)		24,179.75
Turner Building Science, LLC		5,751.00
Hygenix Inc.		470.00
RNB Enterprises		4,371.52
WB Meyers		2,450.00
	$	**78,772.27**
Account 331- Legal Fees		
Shipman & Goodwinn LLP	$	**20,386.00**
Account 421- Contracted Services Maintenance		
Oakridge Hauling/ Winter Bros.	$	**1,838.60**
Account 431 - Building Maintenance		
Accuspec Inc.		10,916.00
Clearview Inc.		2,735.00
Clinton Fine Arts/Joseph T. Matteis		850.00
Eckel Industries		3,010.00
Environmental Systems		9,591.00
G.L. Capasso Inc.		6,320.00
Hygenix Inc.		10,250.00
James Kinsella		285.00
KAMCO Supply		841.80
Rockwell Art & Framing		140.00
Orange Fence		2,650.00
Santa Buckley Energy		10,925.05
WB Meyers		634.00
United Rentals		21,749.08
Total	$	**80,896.93**

Account 433 - Repairs to Instructional Equip.		
Jonathan S. Ball (Music)		3,200.00
Total	**$**	**3,200.00**
Account 452- Maintenance Supplies		
The Home Depot		590.68
Total	**$**	**590.68**
Account 530 - Communication Systems		
Northeastern Communications		1,960.74
	$	**1,960.74**
Account 611 - Instructional Supplies		
Flag House		2,430.90
Music & Art Center/Guitar Center		147.15
JW Pepper & Co.		918.54
The Woodwind & Brasswind		3,562.00
School Specialty		1,625.46
Upton Bass & String		402.00
Wenger Corporation		1,255.00
Total	**$**	**10,341.05**
Account 732 - Replace Non Instructional Equipment		
C & A Distributors (lockers at BMS)		33,900.00
All Pro Cleaning & Restoration		1,703.90
Total	**$**	**35,603.90**
Account 733 - Replace Instructional Equipment		
Faust Harrison Pianos		5,950.00
Community Products, LLC		1,384.50
Total	**$**	**7,334.50**
Account 734 - Replace Non Instructional Equipment		
Dazian LLC (Auditorium curtain)		2,725.93
	$	**2,725.93**
Account 735 - Furniture		
School Specialty		204.26
Total	**$**	**204.26**
Account 736 - Instructional Equipment		
PC University Distributors		3,162.00
Hp Inc.		12,400.00
RNB Enterprises		8,240.73
Total	**$**	**23,802.73**
rev. 04/08/19 **3 - TOTAL**	**$**	**267,658**

BACK UP MATERIAL
RTM ITEM # 5

Item # 8
BOF Approved 5/23/19

WESTPORT PUBLIC SCHOOLS

ANTHONY BUONO, Ph.D.
Assistant Superintendent of Teaching and Learning

110 Myrtle Avenu
Westport, Connecticut 0688
Telephone: (203) 341-138
Fax: (203) 341-100
abuono@westportps.or

May 6, 2019

Office of the First Selectman
Westport Town Hall
110 Myrtle Avenue
Westport, CT 06880

RECEIVED
MAY 06 2019
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear First Selectman Marpe,

Please let this letter serve as a formal request to secure an action item for the next Board of Finance Meeting on May 23, 2019. Currently, the Westport Board of Education has authorized a bid process for renovations to Bedford Middle School. The request is based on the need for additional classroom space and private offices to house the influx of students, school counselors, and psychologists. In short, this is part of the school district's plan to alleviate overcrowding created by the infusion of an additional 450 students and approximately 75 staff members. For additional details, see the attached document and reference RFP 19-022-BOE.

This project is currently out to bid with a closing date of May 16th. Shortly thereafter, a successful bidder will be identified. On May 20th we anticipate the Westport Board of Education will formalize the approval of this project.

I respectfully asked that you consider this request as an action item for the next Board of Finance meeting on May 23, 2019.

Sincerely,

Anthony Buono

Anthony Buono, Ph.D.
Acting Superintendent

CC: Westport Board of Selectman
Westport Board of Education
Westport Board of Finance

FISCAL YEAR 2019

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education

Date: 05/06/2019

PROJECT NAME AND DESCRIPTION
Bedford Middle School - Interior Alterations and Additions
RFP #19-022-BOE

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES ○ NO ◉

If no, why not? In response to overcrowding due to increased student and staff population.
If yes, answer the following two questions:
Which FY was the project first proposed? _____ Which FY was the project first planned? _____

TOTAL COST IN CAPITAL PLAN: _____ IS PLAN ESTIMATE STILL ACCURATE? YES ○ NO ○

IF NO, ENTER NEW ESTIMATED COST HERE: $200,000 + CONTINGENCY (0 %) = $200,000
(when applicable) NEW TOTAL ESTIMATE

SOURCE OF FUNDS:

CAPITAL BOND ☑ GEN'L FUND ☐ CNR ☐ GRANT ☐ STATE ☐ OTHER ☐

ARE THERE GRANT FUNDS AVAILABLE FOR THIS PROJECT? YES ○ NO ◉
EXPLAIN:

OTHER, DESCRIBE: _____

PAYBACK PERIOD (If applicable):

PROJECTED START DATE: 06/17/19 EST. COMPLETION DATE: 08/20/19

ESTIMATED USEFUL LIFE: 30+ years

Is this project part of a larger capital project?
No.

Has an RFP been issued? YES ◉ NO ○

Have bids been received? YES ○ NO ◉ Number of bids received: Due date: 05/16/19

Was the lowest bid the winner? YES ○ NO ○ If not, why? TBD

Who will benefit from the project?

Staff and students. Resolves overcrowding and provides additional offices and learning spaces.

Has the Green Task Force been informed of this request? YES ○ NO ◉

Is it a replacement? YES ○ NO ◉

If yes, describe condition of what is to be replaced:

Pictures attached? YES ○ NO ◉

What other approvals/reviews are necessary to begin this project? Please include anticipated dates.

BOE (05/20/19), Building permits (week of 05/06/19), BOF (05/23/19), RTM (06/04/19).

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN OFF

DEPARTMENT HEAD _____ DATE: 5/6/19

FINANCE DIRECTOR _____ DATE: _____

FIRST SELECTMAN _____ DATE: 5/6/19

19-022-BOE
Interior Alterations Additions
Bedford Middle School

Item #8

Contractor	Base Bid	Alternate	Combined
AV Tuchy	$ 297,400.00	$ 29,550.00	$ 326,950.00
Gennarini	$ 365,575.00	$ 73,317.00	$ 438,892.00
Henry & Gerety	$ 540,000.00	$ 154,000.00	$ 694,000.00
Holzner	$ 389,400.00	$ 69,600.00	$ 459,000.00

A.V. TUCHY BUILDERS

McClintock Street
Norwalk, Connecticut 06851
Telephone: 203/847-2461
Fax: 203/847-7116

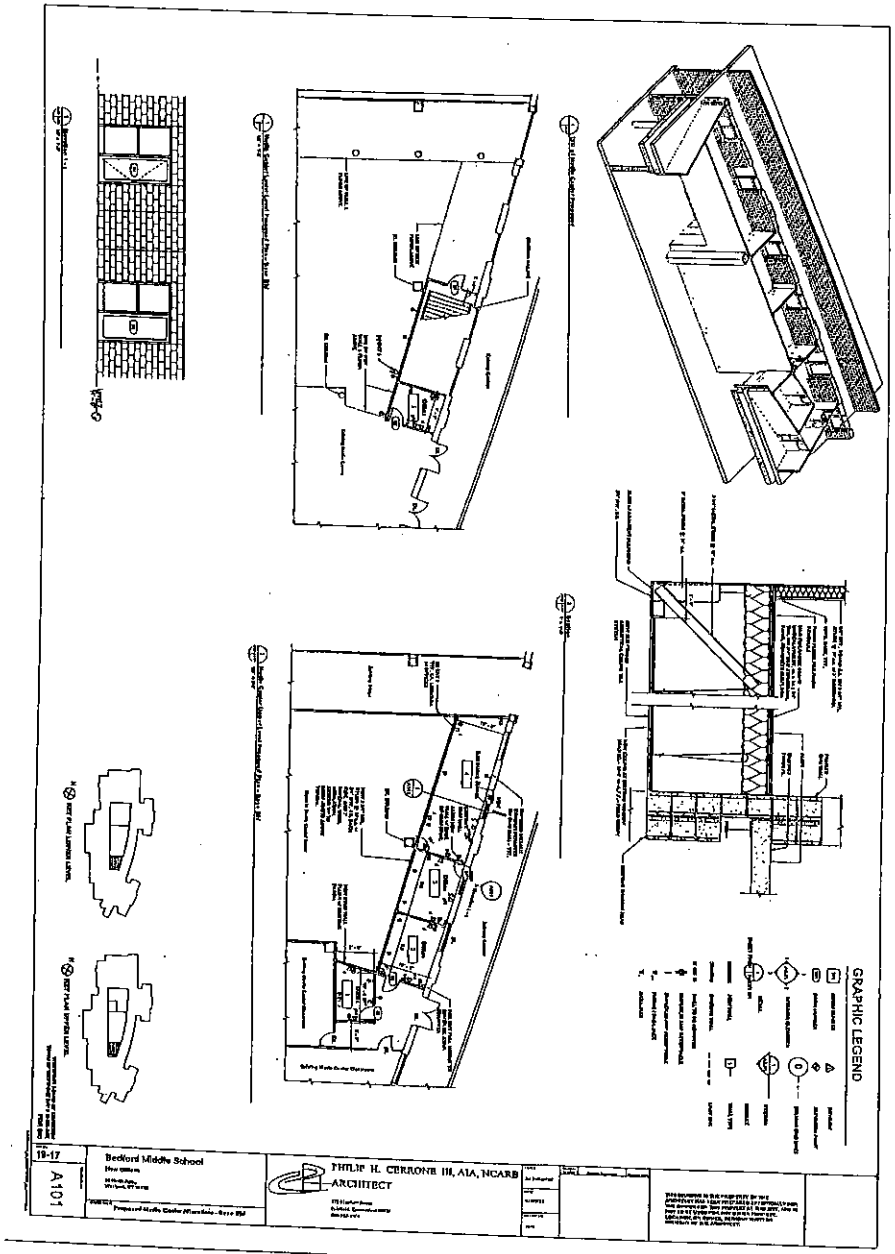
May 17, 2019

Mr. Philip Cerrone
Philip H. Cerrone Architect
421 Meadow Street
Fairfield, CT 06824

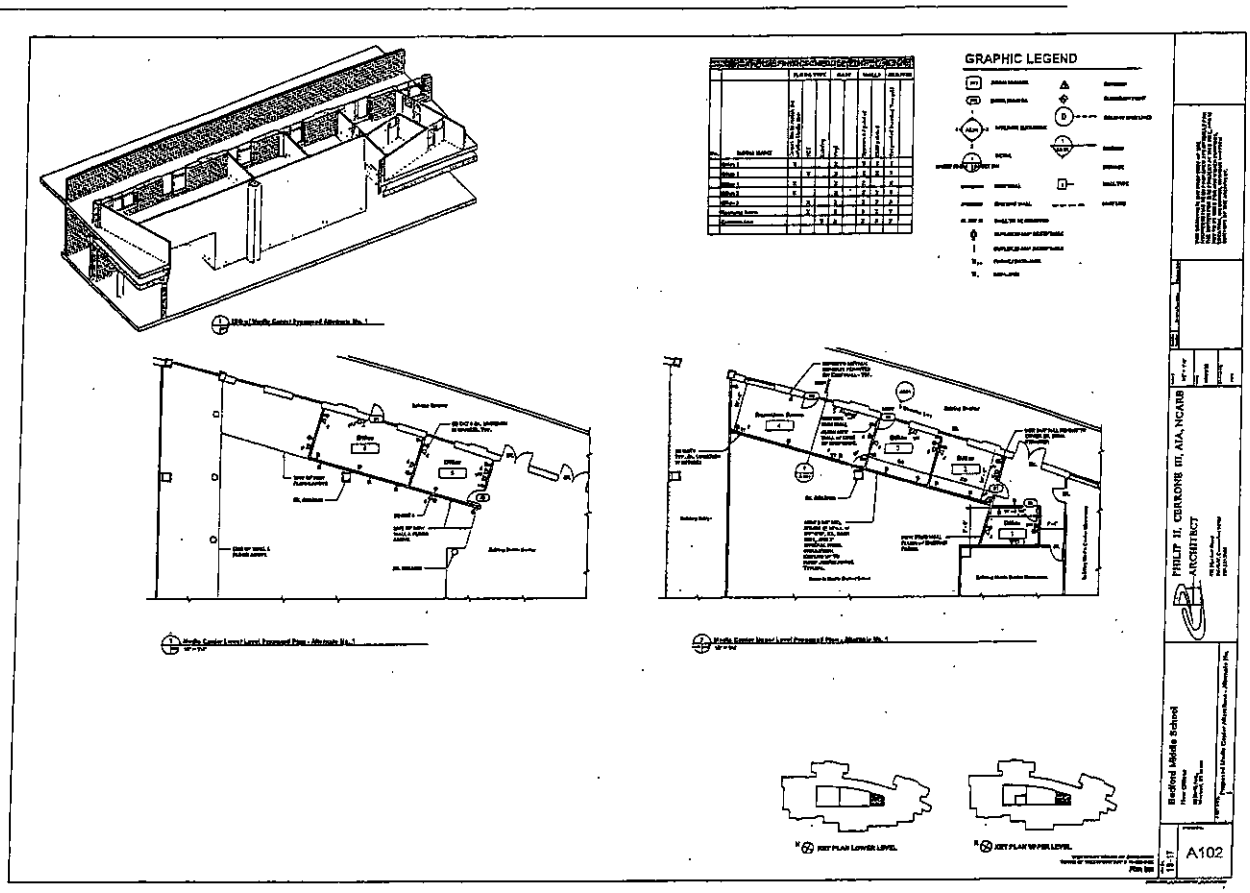
Re: Bedford Middle School Bid Breakdown

- General Requirements - $46,270.00
- Equipment Rental - $1,725.00
- Selective Demolition - $13,085.00
- Sitework(E&B) - $785.00
- Cast-in-Place Concrete - $18,055.00
- Structural Steel - $31,050.00
- Wood Doors/Frames/Hardware - $12,175.00
- Aluminum Door/Frame/Hardware(Includes new sidelight as ex. frames won't work)- $10,580.00
- Metal Framing/Drywall/CFMF & Structural Panels - $62,100.00
- Acoustical Ceilings - $9,200.00
- Flooring and Base - $8,650.00
- Painting - $12,420.00
- Fire Sprinkler - $10,580.00
- HVAC - $38,030.00
- Fire Alarm - $5,025.00
- Electrical (Includes low voltage pulled back to IT Room, terminations by others) - $47,220.00

Base Bid


GRAPHIC LEGEND
Bedford Middle School
PHILIP H. CERRONE III, AIA, NCARB
ARCHITECT
19-17
A101

Alternate #1


GRAPHIC LEGEND
PHILIP H. CERRONE III, AIA, NCARB
ARCHITECT
Bedford Middle School
A102

Item #9
(Moved to Item #8 at meeting)
BOF Approved 5/1/19

Memorandum

BACK UP MATERIAL
RTM ITEM # 6

To: Honorable Jim Marpe, First Selectman

CC: Gary Conrad, Finance Director, Alicia Mozian Conservation Department Director, Chief Foti Koskinas

From: Deputy Chief Sam Arciola

Date: 03/28/2019

Re: Appropriation Request from Shellfish Permit Account for replacement boat

---

Approximately 20 years ago the Shellfish Commission from its "Shellfish Commission Program Account" approved the purchase of a 16 foot Boston Whaler boat that the Westport Police Marine Division uses to monitor and enforce regulations pertaining to shellfishing in Westport waters. As a result of its extended use over the years, the boat is beginning to experience some structural and mechanical issues. Because of these issues and concerns we began to look at replacing the boat back in 2018.

The appropriation being requested is from the Conservation Department's Shellfish Commission Program account which in accordance with CGS 26-257a, "all of the moneys collected by the commission under the provision of this section shall be paid to the commission and used for the protection and propagation of the shellfish under its control" and will not impact Town funds.

On July 11th, 2018 the Shellfish Commission approved spending up to $33,850.00 for a new shellfish boat with the stipulation that any proceeds from the sale of the existing boat will be returned to the Shellfish Commission.

The Conservation Department and Police Department are respectfully requesting an appropriation of $33,850.00 from the Conservation Departments Shellfish Program Expense Account (#22501182-588000) to replace the 20-year-old Boston Whaler boat used by the Police Marine Division.

Attached is the appropriation request summary and relevant documents pertaining to the partnership between the two agencies in its mission to monitor, regulate, and enforce the Town and State regulations for this resource.

Approved for submission
To Board of Finance (4/11/19)

James S. Marpe
First Selectman

April 11, 2019

Appropriation Request Summary

As a waterfront community, people from Westport and surrounding communities have harvested shellfish in designated areas in our waters for years. Shellfishing as both a recreational and commercial activity is regulated by our local Shellfish Commission, the Westport Conservation Department, and the State of Connecticut Department of Aquaculture.

The Westport Shellfish Commission as established under Connecticut General Statutes 26-257a is responsible for the all of the shellfisheries and shellfish grounds lying in Westport not under the jurisdiction of the Commissioner of Agriculture. The commission is responsible for the designated waters in its jurisdiction for the planting or cultivation of oysters, clams or mussels. The commission sets the fee rates for permits required to takes shellfish in the designated waters in Westport. In accordance with CGS 26-257a, all of the moneys collected from the permitted fees shall be used for the protection and propagation of the shellfish under its control.

The Westport Conservation Department and Westport Police Department are responsible for the execution and enforcement of the shellfish regulations in Westport waters. The current 16 foot Boston Whaler was purchased by the Shellfish Commission in 1999 and is used and maintained by the Westport Police Department Marine Division. The 16-foot boat was purchased for the purpose and utilization of monitoring and enforcing the shellfish regulations in Westport waters. The boats specific size and draft allowed officers to access shallow waters areas where recreational shellfish occurs.

The boat has been utilized by the Police Marine Unit for 20 years. An aggressive preventative maintenance program allowed us to keep the boat in service during that time. Cracks in the fiberglass have allowed water to saturate the hull causing it to sit heavy to one side. Additionally, the boats size and structure has limitations for the type of necessary equipment needed while conducting regular operations.

The Westport Police Department in conjunction with the Westport Conservation Commission and the Westport Shellfish Commission has reviewed replacement boats from manufacturers that would satisfy the current monitoring and enforcement needs of the Westport shellfishing grounds. The Westport Shellfish Commission has approved $33,850 to purchase a replacement boat. Additionally, if a new boat is approved and commissioned, it is requested that the old boat is to be sold and the proceeds from the sale would be placed back into the Shellfish Commission Program account.

The Conservation Department with the Westport Police Department therefore respectfully requests an appropriation in the amount of $33,850 for the replacement of the existing 1999 Boston Whaler from the Shellfish Program Expense account (#22501182-588000).

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April 11, 2019

Westport Shellfishing Patrol Boat Replacement

Overview and Background

The Town of Westport, as a waterfront community, experiences year-round recreational and commercial use of the more than 13 square miles of Long Island Sound, the Saugatuck River, and more than 5 miles of shoreline. The Westport Police Department Marine Officers monitor these waters and conduct enforcement checks of the Town of Westport's recreational, commercial and natural growing shellfish areas.

Shellfishing in Westport waters is regulated through the Conservation Department who issues permits for the activity. Permits to shellfish Westport's waters is open to the public and there were 606 clamming permits issued in 2018. Regulations governing the size of the shellfish, types and harvest are enacted by local and state laws.

The Connecticut Department of Agriculture - Bureau of Aquaculture establishes Shellfish Areas of Classification. Westport waters fall into 4 categories for shellfishing. They include approved areas, conditionally approved areas, conditionally restricted areas, and prohibited areas. Additionally, commercial shellfishing companies lease the bottom in Long Island Sound from the State of Connecticut. These areas (acres) are broken up into lots in designated areas of Westport and other municipalities. All of these areas are monitored and patrolled by boat for compliance.

In 1999 The Westport Shellfish Commission purchased a 16 foot Boston Whaler for Marine Police use to monitor, protect, regulate and enforce local and state laws that may affect our shellfishing resources. The current boat has experienced some structural issues with water intrusion into the hull and has outgrown its current use. The boats design and storage needs for equipment do not meet the current needs of its utilization and mission.

An aggressive preventative maintenance program by the Marine Police allowed the 16 foot Boston Whaler to stay in service for 20 years. Some of the problems that were repeatedly fixed in the last 4 years of service include:

- Cracks in the hull
- Retention of water in the hull
- Engine issues requiring mechanical service

Desired Specifications

The Police Department reviewed information received from its experienced marine officers for the current 16-foot boat in operation. They reviewed the current uses and best practices for the proposed boat for when they would be conducting shellfishing enforcement and monitoring the shellfishing areas. The minimum requirements were established for a replacement boat:

- The boat must be a center counsel with easy "walk around ability"
- The boat must have adequate work space fore and aft for two or more people.
- The boat needs to be a Rigid Inflatable Boat (RIB) to prevent boat on boat fiberglass contact when checking fisherman
- The boat has to have a shallow water capability to access and approach in water individuals clamming
- The boat must have adequate water tight storage for medical, required safety (life jackets) and police related equipment
- The boat needs to have modern electronics (navigation)
- The ability to navigate north of the Bridge Street (Route 136) bridge

Manufacturers

Based upon our desired specifications, the following manufacturers were contacted for initial pricing and comparisons. The boats were selected and reviewed based upon boats currently in use in the Northeast. Quotes reflect a fully equipped boat, as specified, and excludes radio equipment which will be later installed.

- RIBCRAFT
  1. Ribcraft 4.8 Professional (16 feet LOA) - $47,738.00
     Included in the price is electronics package and trailer

- MARITIME
  1. Maritime Defiant (18 feet LOA) - $39,726.00
     Includes electronic package

- FLUID WATER CRAFT (18 Feet LOA) - $33,850.00
  1. 550 Patrol Boat – included in the price is outfitted with emergency lights and siren, electronics package and trailer.

- BOSTON WHALER – Company was reorganizing this division and was not able to provide a quote at the time of the request.

- MAYCRAFT (18 Feet LOA) - $34,699.98
  1. 18-foot Center Counsel with electronics package, preparation and trailer.

Two manufacturers that best met the desired specifications outlined by the Marine Officers were selected. Based upon the total cost and equipment offered to outfit the boat, the 18-foot Fluid Water Craft 550 patrol boat was selected as the replacement boat to the 1999 16 foot Boston Whaler.

April 11, 2019

SUMMARY

The Town of Westport, as a waterfront community experiences year-round activity for both commercial and recreational shellfishing. Regulating and monitoring this resource is the Westport Conservation Department, the Westport Shellfish Commission, the Westport Police Department and the Connecticut Department of Aquaculture. The Westport Police Department is responsible for enforcement in these local waters for violations of local and state laws pertaining to this activity.

Additionally, the type of boat requested for replacement is needed to access, monitor, police, and navigate areas of Cockenoe Island, the Saugatuck River, and the Westport shoreline.

The Departments have done their due diligence by (1) extending the life of the existing boat, (2) by closely reviewing the existing boat uses and condition, (3) reviewing the source funding for the boat and how it does not impact Town funds and, (4) identifying the type of boat and equipment that is necessary for personnel tasked with regulating and protecting this resource.

The boat that has been identified as the best candidate for the job brings with it all of the desired specifications to accomplish the types of task outlined in this summary. The price quoted includes standard equipment, emergency lights, siren, marine electronics (navigation, sonar) and trailer.

MINUTES
WESTPORT SHELLFISH COMMISSION
JULY 11, 2018

ATTENDANCE

Commission Members:
Clarinda Higgins, Chair
Dick Harris
Heather Williams

Ex-Officios:
Alicia Mozian, Conservation Director
Brandan Fearon, Westport Marine Police
Mark Cooper, Westport/Weston Health Department Director

Staff:
Susan Voris

Guests:
John Hilts, consultant

The July 11, 2018 meeting of the Westport Shellfish Commission was called to order at 6:30 p.m. in Room 309 of the Westport Town Hall, 110 Myrtle Ave., Westport, Connecticut, by Chairman, Clarinda Higgins.

This is to certify that these minutes and resolutions were filed with the Westport Town Clerk within 7 days of the July 11, 2018 meeting of the Westport Shellfish Commission pursuant to Section 1-225 of the Freedom of Information Act.

_____
Alicia Mozian
Conservation Director

1. Approval of June 6, 2018 Meeting minutes.

   The June 6, 2018 meeting minutes were approved with a correction.

   Motion: Higgins Second: Williams
   Ayes: Higgins, Williams, Harris
   Nayes: None Abstentions: None Vote: 3:0:0

2. Treasurer's Report

   Ms. Higgins read the checking account balance ending June 30, 2018 into the record.

3. Police Report

   Officer Fearon reported on boat owner, who has moored on town-owned natural seed oyster beds. He is concerned that the plow anchor the owner has allows the boat to move and drag constantly, thus endangering the beds. Officer Fearon stated there is no Harbor Management Plan that would normally enable the Town to require him to move. Marine Police is working with the Harbor Master to get him to move it. Otherwise, it will be towed.

   Officer Fearon asked for support from the Commission to support his action to move the boat off the natural beds.

   Ms. Mozian reported that a call to the CT Bureau of Aquaculture directed her to CGS 26-157a(e) that prohibits mooring on any oyster bed without permission of the owner or lease of such bed. In this case, the Town is the owner of the beds and the boat owner does not have the Town's permission.

   Ms. Higgins suggests the Commission add this language to our Shellfish Regulations.

   Motion to support Marine Police action to remove the vessel off of the Town's natural oyster beds as he has no permission to moor there.

   Motion: Higgins Second: Harris
   Ayes: Higgins, Harris, Williams
   Nayes: None Abstentions: None Vote: 3:0:0

   Officer Fearon noted there were no seed oyster boat inspections done with the exception of Jeff Northrup.

   Ms. Voris confirmed that Mr. Northrup was the only one to secure a seed oyster permit this past year and that the season is over until the fall.

4. Recreational Shellfish Report

   Ms. Voris submitted the following report:

   The Commission has issued **475 annual recreational permits** as of December 19, 2017. The Dock Shop has 50 recreational permits and 20 daily permits. There were 359 renewals and 116 new permits. (75.6%/24.4%)

Adult Resident Permits issued –	273	($	8,190.00)
Senior Resident Permits issued –	188	($	2,625.00)
Adult Non-resident Permits issued –	11	($	660.00)
Senior Non-resident Permits issued –	4	($	120.00)
Daily Permits issued -	3	($	45.00)

The Commission has collected **$11,640** since December 19, 2017 when we began issuing the 2017 recreational shellfishing permits.

12 senior permits were issued to people who are 85 and older for free.

Closures:

Month		Days Open		Days Closed		Total Days
January		22		9		31
February		18		10		28
March		23		8		31
April		20		10		30
May		13		18		31
June		20		10		30
July						
August						
September						
October						
November						
December						
		116		65		181

Notes:

3/2/18 - Noreaster 2"
4/16/18 - > than 3" rainfall event
5/14/18 - Transplant reopen 6/8/18
6/28/18 - 4" rainfall event

5. New Business
   a. **Continued - 1 Charmers Landing and 259 Saugatuck Avenue**: Request for comments on the construction of a 4' by 18 18 timber ramp, 4' by 40' piling-supported timber pier, 42" by 36' aluminum ramp and piling-anchored 8' by 25' timber floating dock for powerboat berthing and small, non-powered recreational boat launching and landing. The facility will be for shared use by the two properties.

   The Commission reviewed questions from the June meeting along with John Hilt's response of June 25, 2018.

Ms. Mozian reviewed the original subdivision requirement to have one shared dock for the entire subdivision. However, in a court stipulated settlement, that condition was eliminated. She pointed out that nonetheless the applicant is proposing a shared dock for at least these two properties.

Ms. Higgins expressed her concern about the abundance of shellfish resource in the area. She would like if they were removed and relocated prior to installation of the pilings.

Ms. Mozian expressed concern for the same in case new dredging is done in conjunction with the dock installation.

Mr. Hilts said that would be under a separate application to the ACOE and DEEP. The Shellfish Commission does not have to weigh in on that application.

The Commission had a sense of the meeting resolution that any application of future maintenance or new dredging in this embayment must be referred to the Shellfish Commission for review and comment.

Mr. Hilts stated there is no work being done in the water with the exception of the pile driving. All work is done from a barge. The components are made off-site and barged in.

Ms. Higgins expressed her concern that pile driving work will disturb the seed source.

Mr. Hilts argued that moving the resource outside the area is counter-productive.

Ms. Higgins stated that in her talks with Norm Bloom, who helps the Commission with transplant work, would like to have them hand-picked and moved.

It was a sense of the meeting resolutions to get comment from Mr. Bloom as to whether oyster should be removed from the area.

Ms. Voris countered this was in conflict to the passage of the new regulations preventing hand picking.

Ms. Williams said that was different because in that case, the seed was being harvested and not transplanted.

The Commission agreed that there would be an impact to the natural beds.

Motion:	**Higgins**		**Second:**	**Harris**
Ayes:	**Higgins, Harris, Williams**			
Nayes:	**None**	**Abstentions:**	**None**	**Vote: 3:0:0**

b. Discussion of shared cost of purchase of new Shellfish boat

Officer Fearon noted they have been seeing several people taking shellfish from closed area. Some did not know areas were closed. In addition, their main boat, Marine 3 also known as the Shellfish boat, which is used for enforcement is 20+ years old and in need of serious repair. They need a new boat and are looking to use funds from the Commission to purchase a new one. It would be used for shellfish enforcement. It would

have GPS capacity for determining whose beds they are on. Currently, because of the poor condition of the existing boat, doing shellfish enforcement is not appealing to the officers for overtime work.

Officer Fearon shared with the Commission a quote from a boat manufacturer in Florida in the amount of $33,850.

Ms. Williams asked about the resale value of the existing boat or the idea of buying a used boat.

Officer Fearon stated he did not support buying a used boat because one does not know its past maintenance. The resale value would be nominal due to the boat's issues. He is looking at $5000 to $8000 from the sale of the boat. That would offset the purchase of the new boat. Shipping and handling of the new boat would be paid by the Police Department.

Ms. Higgins stated she likes the idea of cost sharing.

Ms. Voris pointed out that the Police Department provides all the maintenance and the gas.

Motion to approve spending up to $33,850 for a new shellfish boat with stipulation that any proceed from the sale of the existing boat will be returned to the Shellfish Commission.

Motion:	**Higgins**		**Second:**	**Williams**
Ayes:	**Higgins, Williams, Harris**			
Nayes:	**None**	**Abstentions:**	**None**	**Vote: 3:0:0**

6. Old Business
   a. Marine Police Patrol

   Officer Fearon stated low tide has been occurring during their regular shift so they have not needed to do enforcement overtime. However, they plan to schedule them when the tides and weekends are right.

7. Other Business
8. Public Comment

The July 11, 2018 meeting of the Westport Shellfish Commission adjourned at 7:35 p.m.

Motion:	**Higgins**		**Second:**	**Harris**
Ayes:	**Higgins, Harris, William**			
Nayes:	**None**	**Abstentions:**	**None**	**Vote: 3:0:0**

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Connecticut General Statutes 26-257a – Local shellfish commissions

Current as of: 2016 | *Check for updates* | *Other versions*

(a) Any town, city or borough, acting by its legislative body or its board of selectmen, if a town, or its mayor, if a city, or its warden, if a borough, may establish a shellfish commission or may join with one or more other towns, cities or boroughs, acting by their respective legislative bodies or boards of selectmen or mayors or wardens, as the case may be, in establishing such a commission. The number of members and their term of office shall be determined by the legislative body or board of selectmen or mayor or warden, as the case may be, or, in the case of such joint action, by agreement of the legislative bodies or boards of selectmen or mayors or wardens, as the case may be.

(b) Such commission shall have charge of all the shellfisheries and shellfish grounds lying in such municipality or municipalities not granted to others and not under the jurisdiction of the Commissioner of Agriculture, including all rivers, inland waters and flats adjacent to all beaches and waters within the limits and marine bounds of the municipality or municipalities. The commission may designate suitable places in the

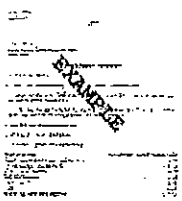
navigable waters within its jurisdiction for planting or cultivating oysters, clams or mussels. The commission may issue licenses for the taking of shellfish therefrom and fix the fees therefor, may designate the quantities of such shellfish to be taken, the sizes of such shellfish and the methods of taking. The commission may prohibit the taking of such shellfish from certain designated areas for periods not in excess of one year. All moneys collected by the commission under the provisions of this section shall be paid to the commission and used by it for the protection and propagation of the shellfish under its control. Any person who violates any regulation issued by the commission pursuant to this section shall be fined not more than two hundred fifty dollars.

(c) The commission shall prepare and periodically update a shellfish management plan. The plan shall be submitted to the Commissioner of Agriculture and any appropriate board of selectmen, mayor or warden for review and comment.

(d) All updates to the commission's shellfish management plan made pursuant to subsection (c) of this section and any comments made by the Department of Agriculture regarding such updates shall be in writing and shall be subject to the provisions of chapter 14.

Previous section | Chapter 492 Contents | Next section

LawServer Legal Forms



Indiana Petition for Waiver of Reinstatement Fee

CHAPTER 492 LOCAL SHELLFISHERIES

to law, said commissioner shall have and exercise all the powers and duties with reference to the grounds designated thereby which he has with reference to the grounds south of the state jurisdiction line; and any copies of such books, records and maps which were used in connection with such survey shall be kept on file in the office of the commissioner; provided the selectmen of the town of Westport shall have exclusive jurisdiction over, and power to designate, shellfish grounds in the waters, in said town, of all creeks and estuaries tributary to Compo Mill Pond in said town, and the selectmen of the town of Milford shall have exclusive jurisdiction over, and power to designate or lease, shellfish grounds in the waters, in said town, of the Indian River, Gulf Pond and that portion of the Milford Harbor located northerly of the breakwater. The map of such grounds in the town of Milford shall be published with the annual report of the Commissioner of Agriculture. Taxes and rentals on grounds in the towns of West Haven and Westport and in the city of New Haven and on franchises in the town of Milford designated on such maps shall be paid to the treasurer of the town or city.

(1949 Rev., S. 5070; 1971, P.A. 872, S. 364; 1972, P.A. 52, S. 34; June 30 Sp. Sess. P.A. 03-6, S. 146(e); P.A. 04-189, S. 1.)

History: 1971 act replaced references to shellfish commission and commissioners with references to environmental protection commissioner; 1972 act replaced commissioner of environmental protection with commissioner of agriculture; June 30 Sp. Sess. P.A. 03-6 replaced Commissioner of Agriculture with Commissioner of Agriculture and Consumer Protection, effective July 1, 2004; P.A. 04-189 repealed Sec. 146 of June 30 Sp. Sess. P.A. 03-6, thereby reversing the merger of the Departments of Agriculture and Consumer Protection, effective June 1, 2004.

Cited. 231 C. 418.

Sec. 26-257a. Local shellfish commissions. (a) Any town, city or borough, acting by its legislative body or its board of selectmen, if a town, or its mayor, if a city, or its warden, if a borough, may establish a shellfish commission or may join with one or more other towns, cities or boroughs, acting by their respective legislative bodies or boards of selectmen or mayors or wardens, as the case may be, in establishing such a commission. The number of members and their term of office shall be determined by the legislative body or board of selectmen or mayor or warden, as the case may be, or, in the case of such joint action, by agreement of the legislative bodies or boards of selectmen or mayors or wardens, as the case may be.

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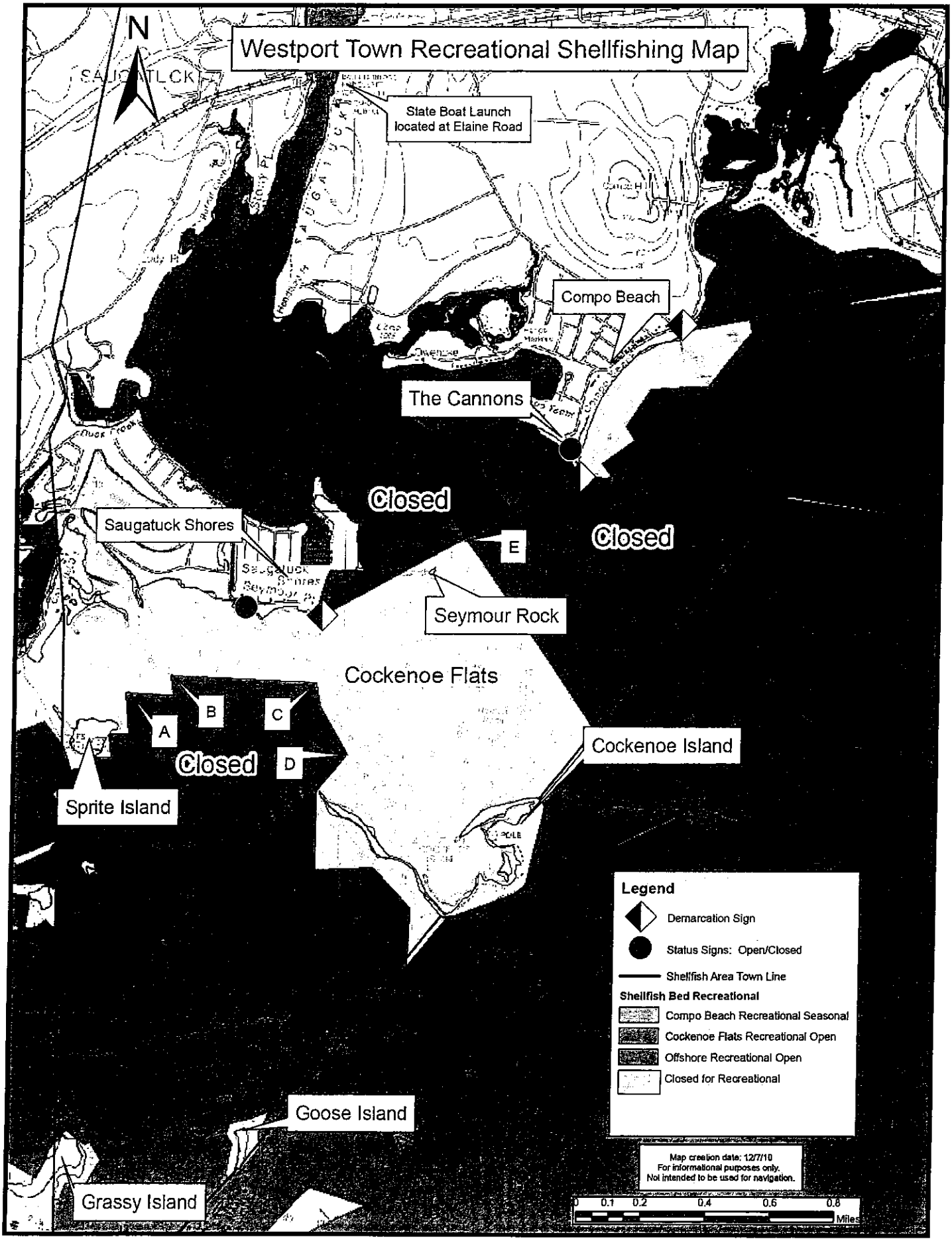
(c) The commission shall prepare and periodically update a shellfish management plan. The plan shall be submitted to the Commissioner of Agriculture and any appropriate board of selectmen, mayor or warden for review and comment.

(1963, P.A. 306; 1971, P.A. 872, S. 365; 1972, P.A. 52, S. 35; P.A. 79-293, S. 4; P.A. 86-225, S. 14; June 30 Sp. Sess. P.A. 03-6, S. 146(e); P.A. 04-189, S. 1.)


Westport Town Recreational Shellfishing Map
N
State Boat Launch located at Elaine Road
Compo Beach
The Cannons
Closed
Closed
Saugatuck Shores
E
Seymour Rock
Cockenoe Flats
B
C
A
Closed
D
Cockenoe Island
Sprite Island
Goose Island
Grassy Island
Legend
Demarcation Sign
Status Signs: Open/Closed
Shellfish Area Town Line
Shellfish Bed Recreational
Compo Beach Recreational Seasonal
Cockenoe Flats Recreational Open
Offshore Recreational Open
Closed for Recreational
Map creation date: 12/7/10
For informational purposes only.
Not intended to be used for navigation.
0 0.1 0.2 0.4 0.6 0.8
Miles

Westport Recreational Area
Additional Map Information
Westport Recreational Shellfishing Beds
Effective 05/30/08

- ✓ Shellfishing permitted only in areas highlighted orange or green.
- ✓ Permit is required.
- ✓ Areas are Conditionally Approved and are subject to closure.
- ✓ Compo Beach (orange) is Seasonally Closed from May 15th through October 1st.
- ✓ Call 203-838-9807 prior to shellfishing to determine status of the recreational beds. Also, check the status signs as seen from the water at Canal Beach and Compo Beach.

Status Signs:

White Disk = OPEN

Red Disk = CLOSED

Demarcation Signs:

Red Side = Closed Area

White Side = Recreational Area

GPS Coordinates:

A.	73 22.762	41 05.509
B.	73 22.603	41 05.559
C.	73 22.086	41 05.540
D.	73 21.972	41 06.468
E.	73 21.559	41 05.924

BACK UP MATERIAL
RTM ITEM # 7.

Minutes and Record of Vote of the Ordinance Committee of the Westport Representative Town Meeting

To: Patricia Strauss
From: Brandi Briggs
Date: 4/2/19
Re: Minutes of the Representative Town Meeting Ordinance Committee

Date and Time of Meeting: March 25, 2019 at 7:30 PM

Members Present:
The following members of the Ordinance Committee were present:

Brandi Briggs, Chair
Kristin Schneeman
Peter Gold
Lauren Karpf

Others Present: Nicholas Bamonte, Esq., Andrew Colabella, Wendy Batteau, Greg Kraut, Jimmy Izzo, Alicia Mozian, Cathy Talmadge, Liz Milwe

The committee met with Nicholas Bamonte, Esq. of Bercham Moses and Greg Kraut and Jimmy Izzo, Petitioners, to review the proposed ordinance prohibiting a marijuana business to be located in Westport, other than a medical marijuana dispensary. Attorney Bamonte noted at the beginning of the discussion that there is not a violation/enforcement section and therefore needs to be revised. The committee discussed the need for this section and also discussed the need to have a clear definition of marijuana and marijuana business. The committee also addressed whether this is a more appropriate issue for Planning and Zoning instead of an ordinance. It was determined that both would be desirable. It was determined by the committee that the ordinance needs to be revised and another first reading is needed. Therefore, no vote was taken at this meeting.

The committee then reviewed the proposed Single Use Plastic Food Service Products ordinance with Attorney Bamonte and Andrew Colabella, Petitioner. Attorney Bamonte stated that the language of the ordinance needs to be tightened and that the terms were vaguely defined. We discussed the meaning of markets and what businesses fall under this category. The committee along with Attorney Bamonte then went through the language of the ordinance section by section making changes as needed. We added a franchise exemption and further defined terms. We did not have a quorum at the end of the meeting so no vote was taken and an additional meeting was scheduled for April 1, 2019.

Please refer to your April 23rd Packet for Backup Material

for Items # 8 and # 9

(Historic District Properties)

- Item # 8: 15 Hyatt Ln
- Item # 9: 39 Cross Hwy

WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

BACK UP MATERIAL
RTM ITEM # 10

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

FROM: James S. Marpe, First Selectman

DATE: May 21, 2019

RE: RTM Approval for 2019 Neighborhood Assistance Act Program Proposal

---

Kindly place the attached request on the upcoming Representative Town Meeting agenda for legislative approval of the Westport Country Playhouse's application for the 2019 Neighborhood Assistance Act Program Proposal.

Thank you.

cc: E. Daignault

Town Hall • 110 Myrtle Avenue • Westport, Ct 06880 • Phone (203) 341-1111 • Fax (203) 341-1038
E-mail: selectman@westportct.gov • Website: www.westportct.gov

WESTPORT CONNECTICUT
THE DEPARTMENT OF HUMAN SERVICES

TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CT 06880
(203) 341-1050 FAX (203) 341-1073
EMAIL HUMANSRV@WESTPORTCT.GOV

TO: James Marpe, First Selectman

FROM: Elaine Daignault, DHS Director

DATE: May 22, 2019

RE: Item for the June 4 RTM Meeting

I respectfully request that the following item be placed on the June 4 RTM agenda for legislative approval, per CGS Sec 12-632:

The approval of the Westport Country Playhouse's application for the 2019 Neighborhood Act Tax Credit program. This NAA program is designed to provide funding for municipal, and tax-exempt organizations, by providing a corporation business tax credit for businesses that make cash contributions to this this non-profit organization.

This program allows businesses to claim a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies.

Attachments

cc: Eileen Flug, Assistant Town Attorney

Department of Revenue Services
State of Connecticut
(Rev. 02/19)

Municipality: Westport

Form NAA-01

2019 Connecticut Neighborhood Assistance Act (NAA) Program Proposal

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: Westport Country Playhouse

Address: 25 Powers Court

Federal Employer Identification Number: 23-7357943

Program title: HVAC Hardware replacement

Name of contact person: Georgia Sayers

Telephone number: (203) 571-1284

Email address: gsayers@westportplayhouse.org

Total NAA funding requested ($250 minimum, $150,000 maximum): $ 65,922.00

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

☒ Yes ☐ No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Part II — Program Information

Check the appropriate description of your program:

100% credit percentage

- [X] Energy conservation; or
- [ ] Comprehensive college access loan forgiveness (see Conn. Gen Stat. § 12-635(3)).

60% credit percentage

- [ ] Job training/education for unemployed persons aged 50 or over;
- [ ] Job training/education for persons with physical disabilities;
- [ ] Program serving low-income persons;
- [ ] Child care services;
- [ ] Establishment of a child day care facility;
- [ ] Open space acquisition fund; **or**
- [ ] Other (specify): _____

Description of program:

After completing an upgrade of our HVAC system software in 2018, a number of hardware inefficiencies were identified. We were notified that these will need to be replaced in order for the system to run at an optimal level. By replacing these parts the Playhouse will have an energy efficient system, substantially increasing the comfort of our artists and staff while enhancing the theatergoing experience for thousands of visitors. Not only will this upgrade increase the likelihood that visitors will want to return to the Playhouse (potentially increasing revenue) but also saving the Playhouse thousands of dollars annually on utility bills.

Need for program:

This upgrade ensures a comfortable environment for its 25 full-time staff, 9 part-time staff, hundreds of artists who grace our stage, and the 60,000 patrons who visit the Playhouse each year. The current system is thirteen years old and badly outdated making temperature control in the theater, lobby, box office and administrative offices impossible to adjust and maintain accurately, creating a less than optimal (and sometimes dangerous, particularly in winter) environment for staff and guests. This is a necessary upgrade to ensure the health and safety of our whole community and the continued success of this storied American theater.

Neighborhood area to be served:

Westport Country Playhouse uniquely serves as the largest producing theater in the region, drawing audiences from across Fairfield County, the state of Connecticut and beyond.

Plan to implement the program:

The Playhouse has gotten comprehensive quotes and the work can begin at the end of our season in December 2019.

Timetable:

Program start date: 12/1/19

Program completion date: 6/30/20

The program completion date must not be more than two years from the program start date. A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving $25,000 or more in NAA funding.

Part III — Financial Information

Program Budget:

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested	65,922.00
Other funding sources - itemized sources:	
a)	
b)	
c)	
d)	
Total Funding:	$65,922.00

Proposed Program Expenditures:

Direct operating expenses - itemized description:	
a) HVAC hardware replacement	$28,842.00
b)	
c)	
d)	
Administrative expenses - itemized description:	
a) Facilities Manager @15 %	$9,630.00
b) General Manager @15%	$12,600.00
c) Director of Production @15%	$14,850.00
d)	
Total Proposed Expenditures:	$65,922.00

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: Town of Westport Department of Human Services

Mailing address: 110 Myrtle Ave., Room 200, Westport, CT 06880

Name of municipal liaison: Ms. Elaine Daignault

Telephone number: 203-341-1050

Fax number: 203-341-1073

Email address: EDAIGNAULT@westportct.gov

Post-Project Review

Is a post-project review required for this proposal?

☒ Yes ☐ No

If **Yes**, date post-project review due:

09/30/20

Date

2019 Connecticut Neighborhood Assistance Act (NAA) Program Proposal Instructions

Complete all items on **Form NAA-01**, *2019 Connecticut Neighborhood Assistance Act (NAA) Program Proposal.* Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 450 Columbus Blvd Ste 1, Hartford CT 06103-1837, or call **860-297-5687**.

Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Plan to implement the program: Describe how the program will operate. Identify other persons or organizations involved in the administration of the program.

Timetable: Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is $250, with a maximum funding of $150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Review: Any program receiving $25,000 or more in NAA funding is required to provide a post-project review, prepared by a certified public accounting firm, to the municipality overseeing the program. This review must be submitted to the municipality no later than three months after the program completion date.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2017

Open to Public Inspection

A For the 2017 calendar year, or tax year beginning 01/01, 2017, and ending 12/31, 20 17

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return/terminated ☐ Amended return ☐ Application pending

C Name of organization: WESTPORT COUNTRY PLAYHOUSE INC

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 25 Powers Court | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Westport, CT, 06880

D Employer identification number: 23-7357943

E Telephone number: 203-227-5137

G Gross receipts $ 7,524,620

F Name and address of principal officer: Michael Barker, 25 Powers Court, Westport, CT 06880

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. (see instructions)

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ www.westportplayhouse.org

H(c) Group exemption number ▶

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1973

M State of legal domicile: CT

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: To transform people's lives through the power of theater. Our aim is to enlighten, enrich and engage a diverse community of theater-lovers, artists and students by presenting

(Continued on Schedule O, Statement 2)

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	34
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	34
5	Total number of individuals employed in calendar year 2017 (Part V, line 2a)	5	120
6	Total number of volunteers (estimate if necessary)	6	200
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	6,683
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	2,354,554	5,132,840
	9	Program service revenue (Part VIII, line 2g)	2,070,975	1,738,370
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	57	108
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	45,120	85,940
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	4,470,706	6,957,258
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	2,826,305	2,780,545
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 286,792		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	2,012,310	1,952,171
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	4,838,615	4,732,716
	19	Revenue less expenses. Subtract line 18 from line 12	-367,909	2,224,542
			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	13,866,858	16,165,880
	21	Total liabilities (Part X, line 26)	2,235,725	2,310,205
	22	Net assets or fund balances. Subtract line 21 from line 20	11,631,133	13,855,675

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date 11/13/18

▶ Michael Barker, Managing Director
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.

May the IRS discuss this return with the preparer shown above? (see instructions) ☐ Yes ☐ No

STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

March 6, 2019

RECEIVED

TOWN OF WESTPORT
SELECTMAN'S OFFICE

****0219***NAA***158***RESCH****
First Selectman's Office
Town Hall
110 Myrtle Avenue, P.O. Box 549
Westport, CT 06881

Enclosed is the 2019 Neighborhood Assistance Act Program Proposal application for distribution to interested organizations in your municipality. The application must be completed in full, approved locally, and submitted to the Department of Revenue Services (DRS) no later than **July 1, 2019**. Please note this deadline is set by statute.

A "fillable" **Form NAA-01**, *2019 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*, is available on the DRS website at **portal.ct.gov/DRS.** Using the fillable Form NAA-01 enables you and your community organization to input information directly onto the form via computer.

Prior to your July 1 submission to DRS, your municipality must hold a public hearing on all programs, and the governing body of your municipality must vote to approve these programs. Copies of the public hearing notice and minutes of the meeting approving the programs must be submitted with your applications.

Please note that the total amount of credits is limited each year, so credits may be prorated.

Please designate a liaison to handle all Neighborhood Assistance Act matters. You must enter the name, address, email address, telephone number, and fax number of your liaison in Part IV of the application. **DRS will directly notify your liaison by email of the programs that have been approved.** You must notify your participating organizations accordingly as DRS will not contact them directly.

Direct any questions you have to Susan Sherman at **860-297-5693**.

Scott D. Jackson
Commissioner, Department of Revenue Services

Enclosures

NAA-CVR (Rev. 02/19)

2019 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal
Instructions

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BACK UP MATERIAL
RTM ITEM # 11

CHECKLIST FOR PROPOSED ORDINANCES

TO: **The RTM Ordinance Committee**

FROM:

DATE:

RE:

CONTACT PERSON:

---

1) Why do we need this ordinance? (What problem does it solve?)

Answer:

This ordinance will help restrict access to tobacco/vaping products for teenagers and reduce smoking/vaping activity for anyone under the age of 21.

2) Is the proposed ordinance a new one or an amendment to an existing Westport ordinance? If an amendment, what are the proposed changes and why are they important? (Copy of existing ordinance to be attached.)

Answer:

This is a new ordinance for Westport but similar provisions have been put in place by 7 other communities in CT.

3) Is this the only practical solution to the perceived problem or are there other options (either legislative or non-legislative):

Answer:

This should be an effective deterrent and frankly should be something that the state legislature puts in place across the entire state.

4) Have we exhausted all non-legislative alternatives?

Answer:

In the absence of a prohibition it is difficult to imagine retailers taking steps that would make sales of tobacco products more restricted.

5) Does the problem warrant the solution? That is, is the problem serious enough, or widespread enough, to justify any restrictions that will result if this ordinance is passed?

Answer:

Absolutely! There is widespread research which concludes that individuals who begin smoking/vaping as teenagers are far more likely to become addicted to nicotine. Vaping has led to a significant resurgence of smoking amongst teens and young adults.

6) Is the proposed ordinance fair to Westport's citizens?

Answer:

The ordinance will treat all Westport citizens under the age of 21 the same – all will be prevented from purchasing tobacco, nicotine & vaping products.

7) Have the rights of all Westporters been considered?

Answer:

Yes. While this will impose new restrictions on a narrow slice of the population it will have no impact on those already having achieved the age of 21.

8) If the proposed ordinance involves a fine or penalty, is the penalty reasonable in amount and fair in application? How was the amount determined? Is a maximum penalty specified? Are there any exceptions for extenuating circumstances? Is an appeals process specified? Is the appeals process fair? Is it practical?

Answer:

The fines are consistent with those imposed by other communities which have adopted similar ordinances. There is language which provides for escalating penalties if a business is a repeat offender and there is language which allows for a business to essentially get a reset if no violations occur for a specified period of time. There is no appeals process detailed because application of the restriction is very straightforward – it all comes down to whether a purchaser of tobacco/vaping products are over the age of 21.

9) Is the proposed ordinance consistent with the Town Plan of Conservation and Development?

Answer:

N/A

Questions regarding financial implications:

10) If the proposed ordinance involves the collection of any fees (including a monetary fine or penalty), will the revenue be retained by the Town? If so, how much revenue is estimated? Will it be included in the general fund? If not, where will the funds be distributed?

$250/violation that would be retained by the town. I have no basis to make a cogent estimate.

Answer:

11) Will the passage of the proposed ordinance result in a decrease in amounts currently expended by the town (for example, decreased maintenance costs)? If so, how much savings is estimated??

Answer:

I would not anticipate a decreases in town expenditures. Actually, it is conceivable that there could be minor costs associated with the enforcement of these restrictions or in the appeal of any violation.

12) Will the passage of the proposed ordinance result in any increased expenses for the town (for example, increased enforcement costs)? If so, how much additional cost is estimated?

Answer:

Minimal enforcement costs are anticipated.

13) Will the passage of the proposed ordinance result in any decreased revenues for the town? (An ordinance covering abatement of property taxes would be an example.)

Answer:

Unlikely.

14) If so, how much revenue loss is estimated?

Answer: