



WESTPORT CONNECTICUT

BOARD OF FINANCE

NOTICE OF PUBLIC MEETING

The Board of Finance will hold its Public Meeting on **Thursday, October 13, 2016, at 8:00 p.m.** in the **Auditorium of Town Hall** for the following purposes:

AGENDA

1. To appoint James W. Westphal as a new Board of Finance member to fill the vacancy for the unexpired portion of the term.
2. To approve the Board of Finance Minutes of the September 7, 2016 Regular Meeting and the September 25, 2016 Special Meeting.
3. Financial Report from the Finance Director. (Discussion Only)
4. Analysis and Status Report from the Tax Assessor regarding the recent revaluations. (Discussion Only)
5. Status Update from the Audit Manager. (Discussion Only)
6. Upon the request of the First Selectman, to approve an appropriation in the amount of \$440,000 to the Capital and Non-Recurring Fund Account #31501120-500292. Funding is required to implement the Responsible Growth and Transit-Oriented Development (TOD) Grant for the Saugatuck Station Area TOD Master Plan which has been granted to Westport. This is a 100% reimbursable grant from the State Office of Policy and Management (OPM) with no local match. The contract has been fully executed by both the Town and the State, and approved by the Board of Selectmen, pending Board of Finance funding approval.
7. Upon the request of the Fire Chief, to approve an appropriation of \$625,000 along with bond and note authorization to the Municipal Improvement Fund Account #30502220-500291 for the purposes of funding a scheduled replacement of a 1995 Sutphen Pumper.
8. Upon the request of the Director of Parks and Recreation, to approve an appropriation in the amount of \$1,265,000 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500140 for dredging of approximately 20,727 CY of sediment from Compo Basin and the approach channel.
9. Upon the request of the Police Chief, to approve an appropriation in the amount of \$19,600 from the Asset Forfeiture Account #10100000-275000 for the purpose of purchasing Rifle Threat Capable Plates, Helmets, and Carriers for Officer protective gear.
10. Westport Transit District - Budget and Strategic Alternatives presentation by Martin Fox. (Discussion Only)

Note: The practice for upcoming BOF regular meetings will be to close the meetings at 10:00 PM. Motions to extend individual meetings can be heard.



WESTPORT CONNECTICUT

BOARD OF FINANCE

DRAFT MINUTES OF EXECUTIVE SESSION

The Board of Finance held a Meeting on **Wednesday, September 7, 2016** at 7:30 p.m. in the **McManus Room at the Westport Library** for the following purpose:

Attendees: M. Rea, B. Stern, J. Tooker & J. Hartwell.

1. To discuss a Heart and Hypertension claim of Nathaniel Gibbons. It is anticipated that the Board of Finance will vote to go into Executive Session for such discussion.

Motion to go into executive session at 7:30 pm made by J. Tooker, second by J. Hartwell. Vote approved 4-0-0

S. Gordon arrived at 7:35 pm.

Motion to go out of executive session made by J. Tooker at 7:50 p.m., second by J. Hartwell. Vote approved 5-0-0

DRAFT MINUTES OF BOF PUBLIC MEETING

The Board of Finance held its Public Meeting on **Wednesday, September 7, 2016**, at 8:00 p.m. in the **McManus Room at the Westport Library** for the following purposes:

Attendees: M. Rea, B. Stern, J. Tooker, S. Gordon & J. Hartwell. Absent- L. Caney

AGENDA

1. Approved the Board of Finance Minutes of the August 3, 2016 regular meeting - Motion to approve by S. Gordon, second by J. Tooker - vote 5-0-0, the August 10, 2016 Special Meeting Workshop- Motion to approve by J. Tooker, second by J. Hartwell- vote 5-0-0, and the August 24, 2016 Special Meeting- motion to approve by J. Hartwell, second by B. Stern-approved 5-0-0
2. Status update and project review from the Library Director. (Discussion Only)
3. Financial Report from the Finance Director. (Discussion Only.) Several members mentioned that financial reports were not sent via email. G. Conrad will follow up to resolve the problem.
4. Analysis and Status Report from the Tax Assessor regarding the recent revaluations. (Discussion Only) P.Fria unable to attend and item was postponed until the October 13, 2016 meeting.
5. Status Update from the Audit Manager. (Discussion Only)
6. Approved the request of the First Selectman in accordance with Section C6-2 of the Town Charter, to recommend the Sublease between the Town of Westport and Steam Partners, LLC for concession space and parking spaces at the southbound side of the Greens Farm

Railroad Station. Motion to approve made by M. Rea, second by S. Gordon. Vote was unanimous 5-0-0

7. Upon the request of the Finance Director, approved the following request(s) for transfers and carryover amounts of \$50,000 or less:

<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a. Assessor	Extra Help & Overtime	\$675	BAA Revaluation Appeals
b. Assessor	Education & Expenses	\$570	Training
c. DPW	Beautification Committee	\$10,000	Landscaping at Town Hall
d. DPW	Tree Contracting	\$45,954	Hazardous Trees in Parks
e. Finance	Fees & Services	\$9,500	FIA Analysis of 401(k) and Defined Contribution Plans and Investments
f. Fire	Vehicle Operations	\$15,400	Transfer to Pavement Repairs
g. Miscellaneous	Westport Arts Advisory	\$11,675	Art restoration
h. Parks & Rec	Facility Improvements	\$15,000	Tennis Courts
i. Parks & Rec	Tree Replace & Restoration	\$12,235	Parks Maintenance
j. Parks & Rec	Maintenance Tree Care	\$7,850	Parks Maintenance
k. Parks & Rec	Facility Improvements	\$4,184	Golf Maintenance
l. Parks & Rec	Fees & Services	\$38,879	Golf Maintenance
m. Police	Employee Medical	\$8,000	Testing and Evaluations
n. Police	Liabilities	\$13,000	Kupson & Proudfoot
o. Registrars	Education & Expenses	\$2,150	Registrar Certification

*Added at the meeting by G. Conrad: Westport Transit District \$6,600 for Marketing
Motion to approve made by M. Rea, second by J. Tooker, Vote was unanimous 5-0-0

8. Upon the request of the Finance Director, approved the following request(s) for transfers and carryover amounts of \$50,000 or more:

<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a. DPW	Fees & Services	\$59,182	Paving Program Delay
b. DPW	Parking Lots	\$75,550	Paving Program Delay
c. DPW	Overlay	\$408,920	Paving Program Delay
d. IT	Fees & Services	\$64,900	Computer Replacements

Motion to approve was made by M. Rea, second by B. Stern. Vote was unanimous 5-0-0

9. Approved the request of the Finance Director, to close the Fiscal Year 2015-16 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.
Motion to approve made by M. Rea, second by S. Gordon. Vote was unanimous 5-0-0

10. In accordance with C.G.S. Section 10-248a and upon the request of the Superintendent of Schools, approved an appropriation of \$147,951.06 to the 2015-2016 Budget, BOE Rentals & Reimbursements Expenditure Account.

Motion to approve made by M. Rea, second by S. Gordon. Vote was unanimous 5-0-0

11. Upon the request of the Director of Public Works, approved an appropriation of \$2,646,980.00 along with bond and note authorization for financing of \$670,000 to the Municipal Improvement Fund Account #30503310-500139-26010 to cover the costs for the Saugatuck Island Bridge replacement.

Motion to approve by B. Stern, second by M. Rea. Vote was unanimous 5-0-0

Motion was made by B. Stern at 10:05 to extend meeting beyond regular time limit. Second by M. Rea. Vote 5-0-0

12. Status update from the Director of Parks and Recreation regarding 2017 projects.
(Discussion Only)
13. Upon the request of the Director of Parks and Recreation, approved an appropriation in the amount of \$100,000.00 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500284-26008 for design and engineering services for the walkway and restrooms at Compo Beach's South Beach. Motion to approve made by S. Gordon, second by J. Tooker. Vote was 4 in favor (Stern, Hartwell, Tooker, Gordon) one opposed (Rea)

Motion to adjourn at 11:10 P.M. made by S. Gordon, second by J. Tooker. Approved unanimously 5-0-0

Note: The practice for upcoming BOF regular meetings will be to close the meetings at 10:00 P.M. Motions to extend individual meetings can be heard.

DRAFT MINUTES OF SPECIAL MEETING
September 25, 2016
9:05 PM

The Board of Finance held a Special Meeting on September 25, 2016, at 9:05 p.m. in the training conference room at the Westport Police Department building, for the purpose of interviewing and voting to fill the republican vacancy on the Board of Finance caused by C. Moore's resignation.

Members present were: B. Stern, M. Rea, S. Gordon, J. Tooker & L. Caney (arrived at 9:15 PM)

The meeting was called to order by B. Stern, Chair, at 9:05 p.m.

A motion was made by J. Tooker and seconded by S. Gordon to go into executive session to interview candidates (James Westphal and Peter Najarian)

Upon the motion by M. Rea and seconded by L. Caney the meeting reconvened in public at 9:45 pm. Vote was 5-0-0 (unanimous)

The board voted unanimously to elect James Westphal of Westport to fill the vacant republican seat on the Board of Finance. M. Rea made the motion and B. Stern seconded. The vote was unanimous 5-0-0.

There was no further business.

Upon motion by S. Gordon and seconded by J. Tooker the meeting adjourned at 10:00 pm. Vote was unanimous 5-0-0

Respectfully submitted:

Michael Rea -Vice Chairman

Mem #6



WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

To: Brian Stern, Chair Westport Board of Finance

From: James S. Marpe, First Selectman

Date September 22, 2016

RE: Appropriation to Implement State Grant Award

I respectfully request that an appropriation of \$440,000 from the Capital and Non-Recurring Fund be placed on the Board of Finance agenda for review and approval. This funding is required to implement the Responsible Growth and Transit-Oriented Development (TOD) Grant received by Westport to develop a Saugatuck Station Area TOD Master Plan.

This is a 100% reimbursable grant from the State Office of Policy and Management (OPM) with no local match. The contract (attached) has been fully executed by both the Town and the State and approved by the Board of Selectmen, pending Board of Finance funding approval. The original grant proposal is also attached for your information and review.

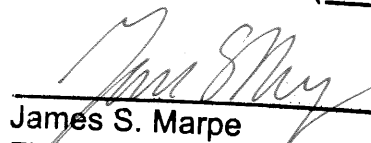
The proposed Master Plan Study is a critical planning tool that will allow the Town to integrate ongoing and proposed public and private efforts to improve the Saugatuck area. It will help assure that these efforts proceed in a manner that will benefit local residents, potential new residents, commuters, visitors, and those with residential and business interests.

On February 2, 2016 the Representative Town Meeting reviewed the submission of this grant application as required by the State and voted to approve its submission.

Thank you for considering this request. If you have any questions please feel free to contact me or Planning and Zoning Director, Steven Palmer.

cc: Gary Conrad
Steve Palmer

Approved for submission
To Board of Finance (9 / 22 / 16)


James S. Marpe
First Selectman

ACCT # 31501120 - 500292

Westport

Saugatuck Station Area TOD Master Plan

Grant Request: \$440,000

Submitted to:

State of Connecticut

Office of Policy + Management

Responsible Growth +

Transit-Oriented Development Program

RFA# OPM-IGP-20151209-RG-TOD

4 February 2016

1. Existing Conditions

Physical + Real Estate Environment

The Saugatuck neighborhood is one of the earliest areas settled in Westport, and in fact was the Town's first center, growing first as a major port for manufacturing and maritime commerce due to its excellent location at the mouth of the river, followed by the construction of the New York and New Haven Railroad in 1848 which continued to allow it to grow as a commercial center. Over the next hundred years, Saugatuck evolved into a working class neighborhood of charming homes, and small scale businesses and shops. Unfortunately the construction of I-95 in the mid 1950's cut the neighborhood in two, and while it has managed to maintain much of its charm, the area south of the highway took on the role of serving as a transportation hub for commuters traveling into New York City on Metro-North with large portions of the area devoted to surface parking.

In recent years, however, Saugatuck has begun to experience some revitalization with the new mixed use Saugatuck Center which consists of retail space, apartments, a marina, boardwalk, and underground parking garage, being constructed north of I-95 along Riverside Avenue, as well as new office space going up on Ketchum Street, and the Tarry Lodge Restaurant opening up on Charles Street, and other small restaurants and businesses. Westport is more than a bedroom community; it is home to regionally significant companies, including Bridgewater Associates and Terex Corporation. In 2013, nearly three times as many people commute into the neighborhood than out of it. The area is expected to continue to see change over the next few years, as a number of developers have been interested in repurposing the block across from the westbound train station building, and a number of other parcels seem to be in play.

As identified in the Westport Plan of Conservation and Development and shown on Figure 1, Saugatuck is generally considered to be the area lying between the east side of Saugatuck Avenue and the Saugatuck River (but including the small RORD #2 Zone on the west side of Saugatuck Avenue) and extending south from the Saugatuck / Riverside / Treadwell intersection to Ferry Lane. Figure 2 shows parcel lines and zoning designations for the Saugatuck area. The immediate station area is zoned General Business District (GBD) which permits general commercial and office development in designated areas located along arterial streets, limiting the intensity of development and providing adequate off-street parking, and Restricted Business District (RBD) which permits limited convenience shopping goods and office services, and GBD/ Saugatuck, which allows for mixed-use development and requires affordable housing.

Recent + Ongoing Planning Efforts

Westport Rail Stations Study - The Western Connecticut Council of Governments is conducting this study to evaluate existing commuter parking facilities at and near the Saugatuck and Green's Farms rail stations in Westport; identify and assess potential improvements; and develop an

1. Existing Conditions (continued)

implementation strategy. Phase 1 provided a review of existing conditions, an analysis of issues and opportunities, and the identification of alternatives. Phase 2, expected to begin in 2016, will include a more robust public outreach program, a discussion of ITS technologies, a financial and implementation plan, and more detailed renderings and analyses based on the outcome or preferred alternatives of Phase 1. We imagine that Phase 2 will smoothly dovetail with the TOD study, and be complementary rather than redundant, ultimately making it more robust.

Westport Bus Study - Westport has a decades-long tradition of supporting transit. The town is unique among suburban communities in having and funding a Transit District (contracted to Norwalk Transit District) that runs a network of commuter buses to Saugatuck and the MetroNorth Station. The South Western Regional Planning Agency (SWRPA)/Western Connecticut Council of Governments (WestCOG), in partnership with the Town of Westport and the Connecticut Department of Transportation (CTDOT), conducted a study to explore ways to improve bus service and enhance public transportation's role in Westport. The study assessed current operations to develop an updated service and administrative plan for Westport Transit District (WTD) bus services including fixed route services to the two Westport rail stations, after-school shuttles, ADA paratransit, and services for the elderly. The plan presented in this study positions WTD to better serve residents' travel needs into the future.

Downtown Master Plan - The Town of Westport, embarked on an effort to create a plan for the future of Downtown. The purpose of this effort was to develop, through professional and public input, a Downtown Master Plan that will guide how Downtown evolves in the future.

The goals and objectives of this successful effort include the following:

- Create a downtown that is the focal point of the community.
- Build on the unique visual aesthetics and physical assets of Westport, especially around improved access to the river.
- Reconfigure downtown parking and streets to promote walking and reduce reliance on cars.
- Encourage restaurants, galleries, public events, and activities that expand the use of downtown during the evenings.
- Preserve downtown's special charm and small town scale.

On June 15, 2015, the Westport Board of Selectman voted to accept the Downtown Master Plan and to recommend initiating its prioritization and implementation phase. This achievement is the result of both compelling plan content, and a rigorous and collaborative engagement process that ultimately engendered broad and passionate support. Since acceptance, a Downtown Plan Implementation Committee has been set up and is already beginning to implement projects and recommendations of the Master Plan. Westport has highly motivated public officials and citizen volunteers, capable of undertaking such effort, building consensus, completing a plan on schedule, and implementing it right away.

2. Identifying the Immediate Need + Vision

Addressing State-wide and Regional Concerns with Change at the Local Level

Connecticut is facing a key moment in its history. The forthcoming departure of General Electric punctuates the end of a fruitful era when big-city companies (GE, The Hartford, Union Carbide, Aetna) built serene suburban campuses, to which their employees would drive from any and all corners of the state. Preferences and market forces are dramatically shifting, evidenced by GE citing not only tax incentives, but Boston's high quality urban environment. If the State is to thrive, it needs strong cities and town centers, connected by world-class, modernized infrastructure.

Fortunately, Connecticut is investing in its cities and infrastructure in a way that will allow it to regain competitiveness. Governor Malloy has said that he would like MetroNorth to feel like Connecticut's subway, not only to New York, but between places like Stamford, Bridgeport, New Haven, and even Westport. In order for a symbiotic relationship between cities and towns to materialize, facilitated by the infrastructure, the stations in between must offer opportunities for living, working, and visiting that become the heart of their own communities. We believe that Saugatuck is most of the way there (with more people commuting to Saugatuck than out of it), and can mature into an even more wonderful shoreline TOD community.

Local Development Issues

The TOD challenge in some communities is overcoming unattractive value propositions and finding ways to induce any development at all. In a town like Westport, where values are generally high and the community has long been established, the value proposition is more attractive, and the challenge is ensuring that development that does happen is in keeping with local character, goals, and values. Failing to do so will stymie transit-oriented development, and further constrain real estate supply, and lead to further increases to the cost of living and business.

Advancing Westport's Long-Term Vision

Westport's 2007 Plan of Conservation and Development recognized the benefits of integrating smart growth and green building into neighborhood development. The POCD found that Saugatuck would benefit from mixed-use development, and recommended the Planning and Zoning Commission consider the establishment of a Village District. The current vision for Saugatuck is rooted in its enhancement as a second town center, complementing the larger upstream Downtown. This vision includes:

- Opportunities for living working and visiting, convenient to the MetroNorth Railroad
- Diversity of price points and dwelling types for any new residential real estate
- Maturation of a pattern of streets, blocks, and buildings, in keeping with local history and coastal cities and towns
- Improvement to the network of streets, sidewalks, and public spaces to allow for better pedestrian, bicycle, and transit connections to the train station and around the neighborhood

3. Detailed Proposal Description

A. Research

i. Review + Integration with Recent/Ongoing Studies - The ongoing transportation studies being conducted by the Western Connecticut Council of Governments (WestCOG) have conducted significant research and analysis, which we plan to fully fold into this TOD effort. As such, much of the first task will be to review these findings, identify key data points and recommendations, and use those as a starting point for this study.

ii. Environmental Screening Evaluation - We will perform a fatal flaw evaluation for all publicly and privately owned parcels, as necessary, within the study area to assess development opportunities and constraints. The need for additional, more in depth environmental studies, such as Phase I Environmental Assessments or floodplain analyses, will also be identified at this time.

We will perform a desktop environmental screening evaluation of the study area to assess development opportunities and constraints. The screening evaluation will utilize existing GIS mapping of the area available from the Town of Westport, the Connecticut Department of Energy and Environmental Protection (CTDEEP), and the University of Connecticut (UConn).

A series of parcel maps will be developed for the study area depicting the major development opportunities and constraints based on the above environmental and historic resources. A rating matrix will also be prepared to help integrate the environmental resource mapping and identify parcels with high, medium, and low development potential based on multiple factors.

The above information will be summarized as part of the technical memorandum completed and will include the methods and results of the environmental screening evaluation, including recommendations for additional site-specific environmental studies such as Phase I Environmental Site Assessments, wetland delineation, or habitat surveys as needed.

iii. Market/Economic Analysis - We will investigate current real estate market conditions and recent trends in the residential and commercial/office sectors in the region and in the study area:

- Current rents will be compared for a variety of residential product types, including townhouses and apartments, and among properties of varying age. The rent comparison will include a review of building amenities, apartment unit features, and other qualitative factors that influence the rent amount.
- Current rents will be compared for a variety of smaller commercial properties, including local-serving retail and office.
- Current vacancy rates and trends for housing and commercial space will be calculated.
- Summary of existing housing and commercial supply will be prepared, including statistics on building typologies (i.e. townhouse, single-family, apartment, etc.), owner-occupancy, year built, and size of office/retail spaces as available.
- New expected supply in the station area and in region in the next few years will be summarized.
- Notable recently completed / rehabilitated spaces will be studied and compared against existing inventory.
- An analysis of the demand factors for residential and commercial real estate in the station areas will be prepared, including population growth, demographic trends, employment and industry sector growth / decline and commercial office expansion / contraction.
- Inventory of recently-completed projects will be prepared to understand typical construction and land acquisition costs.

3. Detailed Proposal Description (continued)

The result of this analysis will be the creation of a detailed profile of the Saugatuck neighborhood, describing what markets the existing real estate is serving, what opportunities exist to expand those markets, and what market segments could potentially be attracted to new TOD within the neighborhood.

iv. Comparable Communities Case Studies - One of the key elements of a successful TOD plan for an established community like Westport, is the careful development of appropriate case studies for residents and property owners to consider when contemplating their future. Discussion of development is often laced with concerns about negative or unintended consequences of growth, and finding the right set of new and old communities to consider borrowing attributes from is critical for presenting alternative future scenarios, and ultimately getting the “buy-in” necessary to move the community forward, while keeping Saugatuck’s small town character.

We will develop a series of case studies of historic coastal towns and new coastal developments that will provide stakeholders with analogous situations to consider. In each of these case studies, we will identify the component elements that make the place successful socially, environmentally, and economically.

B. Outreach

i. TOD Website + Ongoing Civic Engagement - One of the most valuable elements of the Downtown Westport Master Plan was the establishment of a project website (www.downtownwestportct.com). For the Saugatuck TOD plan, we will similarly establish a project website for making as much information public as possible, gathering feedback, and sharing that feedback. We will also consider more active electronic engagement tools such as bi-weekly e-updates, Twitter and Facebook presences. The Town will establish a representative steering committee to assist the Selectman’s office in managing and guiding the project.

ii. Surveys + Interviews - The Downtown Westport Master Plan survey received an impressive 3,100 responses, and we aspire to a similar level of engagement for this plan. Reaching a broad cross-section of people about a wide-ranging set of issues, and being able to quantify and present those opinions is critical to the decision-making process. Recognizing that surveys require proactive respondents and that can sometimes skew results, we also anticipate conducting shorter intercept surveys on the streets of Saugatuck to get a more clear understanding of the needs of a broader constituency.

Finally, we will conduct interviews with key stakeholders - local Planning & Zoning officials, local Representative Town Meeting (RTM) members representing this district (RTM1), and especially property owners and operators of local commercial establishments, in order to gain an understanding of their sense of the market, their customer base, their perceived opportunities, and concerns.

3. Detailed Proposal Description (continued)

iii. Charrette, Visioning, and Conceptual Plan - Charrettes/Workshops are larger group meetings that are meant to elicit specific feedback from participants. They typically involve group activities in which six or eight people on a roundtable discuss specific issues and devise solutions. Prior to breaking out into groups a presentation is delivered to help set the stage for the group exercise.

For this project, we imagine three rounds of charrettes, the first which focuses on informing the public of the project and attempts to gain insight into what they feel are the issues and concerns facing the neighborhood with respect to TOD, including whether the train station can be integrated with the surrounding neighborhoods to encourage transit usage, and what new uses (or physical improvements) will increase pedestrian and multi-modal activity, the second that will be used to develop recommended strategies, and the third which will be used to review and comment on draft standards and guidelines for the TOD district.

At the conclusion of the charrette process, we will develop a conceptual framework and related diagrams illustrating public and private investment and development that will guide the District Planning and Implementation phases of the study.

C. District Planning

i. Public Realm Improvement Plan: Streets, Open Space, and Transportation - For smart growth to take hold, it is important that a high quality public realm shape development, and not the other way around. As such, after the charrette process, we will develop a conceptual plan for streets, squares, and open spaces that add value and increase quality of life for those living, working, or visiting Saugatuck now or in the future. This conceptual plan will account for a full range of transportation modes (walking, biking, transit, and driving) and provide for opportunities for active and/or passive recreation.

ii. Build-Out Analysis - Based on the results of the existing and future conditions analysis and community engagement/visioning effort, we will develop at least three concepts that compare retail, commercial, and residential development in the study area. For each concept, we will provide measures that calculate the total amount of land redeveloped in the study area in terms of the total number of new acres of development and the intensity of development (e.g. comparing the residential density (du/area) and Floor Area Ratio (FAR) of what is developed to the total possible build out of the study area – based on potential changes to the zoning regulations, if warranted. This physical buildout analysis will be accompanied by financial modeling of each of the scenarios to ensure realistic market viability, and gain a clear understanding of the positive or negative fiscal impact for the Town of Westport and the State of Connecticut.

iii. Zoning Assessment, Illustrative Development Framework, and Recommended Changes - We will identify what revisions need to take place to the master plan and zoning regulations in order to make possible the transit-oriented development concepts that may result from this assessment.

3. Detailed Proposal Description (continued)

In addition, as part of the analysis, we will work to establish design guidelines and standards for buildings, facades, and streetscapes to improve existing conditions and the physical characteristics of the TOD study areas, and enhance the historic and pedestrian friendly character of the neighborhood, as well as to help create a sense of place. Design guidelines and standards will be established for buildings, facades, signs, lighting, and private streetscape and landscape elements. We will focus on providing solid graphics to illustrate the intent of the guidelines, and include more detailed descriptions and examples of what represents good design vs. what might be considered poor design or design that is not suitable for these areas.

D. Implementation

i. Identification of Public-Private Mechanisms - Many TOD plans fail to materialize because they do not sufficiently consider the financing mechanisms (including State and Federal grant opportunities), bureaucratic processes, and partnerships necessary to bring visions to reality. Considering statewide and national case studies and best practices, we will identify a series of town/developer relationships for implementation, and develop an assessment tool to determine which set of trade-offs will best advance the interests of Saugatuck, the Town, Region, and State. We will offer possible development processes and administrative structures to implement it.

ii. Illustrative Master Plan + Outreach to Owners/Developers/Residents - At the conclusion of the Master Plan, it will be critical to effectively communicate the TOD vision to a range of stakeholders, including residents, property owners, and prospective developers. We will develop an illustrative master plan, and a series of documents describing the vision and inviting participation in its realization.

E. Early Action

We anticipate that the Saugatuck TOD plan, specifically the Public Realm Improvement Plan, will include recommended improvements to the key streets leading to the MetroNorth Railroad Station, including Riverside Avenue, Franklin Street, Saugatuck Avenue, and Railroad Place. In order to set the stage for implementation, we will build on the conceptual plan and prepare engineering drawings for streetscape improvements on these key street sections

i. Topographical Survey and Mapping

i. Preliminary Streetscape Design

At the conclusion of this task, we will be ready to identify funding for and enter Final Design and construction documentation for these improvements. While not part of this grant request, we anticipate final design to be a \$160,000 effort, and construction approximately \$6,000,000.

3. Detailed Proposal Description (Schedule + Budget)

Saugatuck Station Area TOD Master Planning is expected to be an eight month process, at the conclusion of which, the Town of Westport has a detailed master plan in place, has convened Town officials, residents, property owners, and prospective developers around the TOD concept, and is prepared to identify and pursue funding for final design and construction of key public realm improvements that will improve existing quality of life, maintain historic character, and align with the plan's development goals.

A. Research Months 1-3 \$65,000

- i. Review + Integration with Recent/Ongoing Studies \$5,000
- ii. Environmental Screening Evaluation \$20,000
- iii. Market/Economic Analysis \$30,000
- iv. Comparable Communities Case Studies \$10,000

B. Outreach Months 1-5 \$60,000

- i. TOD Website + Ongoing Civic Engagement \$10,000
- ii. Surveys + Interviews \$20,000
- iii. Charrette, Visioning, and Conceptual Plan \$30,000

C. District Planning 4-5 \$90,000

- i. Public Realm Improvement Plan: Streets, Open Space, and Transportation \$30,000
- ii. Build-Out Analysis \$30,000
- iii. Zoning Assessment, Illustrative Development Framework, & Recommended Changes \$30,000

D. Implementation 6-8 \$50,000

- i. Identification of Public-Private Mechanisms \$20,000
- ii. Illustrative Master Plan + Outreach to Owners/Developers/Residents \$30,000

E. Early Action 6-9 \$175,000

- i. Topographical Survey and Mapping \$70,000
- ii. Preliminary Streetscape Design \$105,000

4. Supporting TOD + Responsible Growth

The Town of Westport recognizes the State of Connecticut's commitment to responsible growth and the Saugatuck TOD Plan will work to adhere to and advance the six Growth Management Principles:

Redevelop and Revitalize Regional Centers and Areas with Existing or Currently Planned Physical Infrastructure

Saugatuck is a traditional social and economic center in the town of Westport, predating more recent suburban development. It is directly served by many historic roads, the MetroNorth Railroad, Interstate-95, Route 1, and small marinas.

Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs

The vision for a Saugatuck TOD includes housing at a variety of price points and in a variety of building types.

Concentrate Development Around Transportation Nodes and Along Major Transportation Corridors to Support the Viability of Transportation Options

The entirety of the Saugatuck neighborhood is within walking distance of the MetroNorth railroad station. By enhancing its walkability and providing opportunities for enhanced housing options, the neighborhood can generate increased numbers of railroad passengers without necessarily increasing the numbers of automobiles, traffic or increased demand for more railroad parking.

Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands

In addition to a commitment to respect immediately adjacent natural resources, and historic streetscapes, supporting TOD in Saugatuck takes development pressure off of Westport's and Connecticut's undeveloped lands.

Protect and Ensure the Integrity of Environmental Assets Critical to Public Health and Safety

While the TOD plan is not specifically targeted toward this objective, it will seek to not undermine the integrity of environmental assets. This plan will enhance the traditional use of the river and protect it in the long term.

Promote Integrated Planning Across all Levels of Government to Address Issues on a Statewide, Regional and Local Basis

Saugatuck TOD plan will build upon recent and ongoing regional planning efforts, and support the State's investment in commuter rail and its central cities.

5. Assessment of Critical Hurdles

Given the community's waterfront nature, the presence of State transportation assets, and the interest in providing a variety of price points, we believe that collaboration with several State and Regional agencies, in addition to WestCOG and the Norwalk Transit District, will be helpful in realizing the goals of a Saugatuck Station Area TOD Master Plan.

Department of Transportation

The Department owns the railroad, many of the parking facilities, station, and the interstate, has jurisdiction over several intersections in Saugatuck, and is currently conducting a rehabilitation study for the Bridge Street (Cribari) Bridge on the east side of Saugatuck. Moving forward, and in order for Saugatuck to meet its potential as a charming town center, coordination with the Department will be critical, as will the Department's responsiveness to town and neighborhood values expressed and formalized during the TOD planning process.

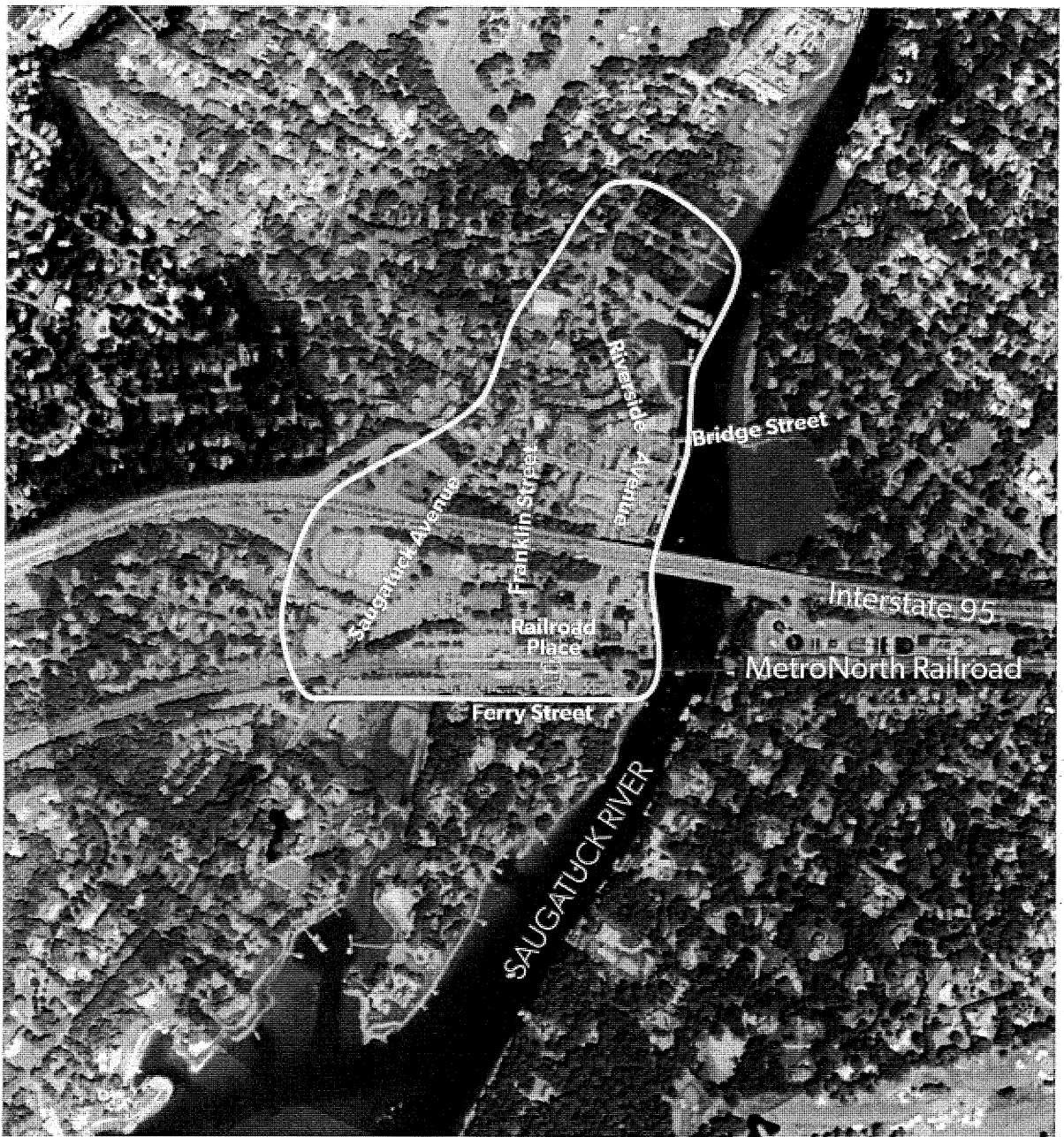
Department of Energy and Environmental Protection

Saugatuck is a waterfront community that has been home to a variety of uses over the decades and centuries. As an environmental review and the broader planning process move forward, DEEP guidance, support, and coordination will help realize the goals of transit-oriented development in Saugatuck.

Connecticut Housing Finance Authority

Southwestern Connecticut's affordability challenges are the product of constrained supply of the right housing types (itself a product of local zoning and other factors), regionally-driven high land and construction costs, high income disparities that make affordability especially challenging in this community, even for middle-income households. As economic analysis is conducted and different development models are considered, it will be especially helpful to have CHFA input and information toward creating housing options at a variety of price points.

Figure 1: Study Area and 1/2 Mile Radius from Saugatuck Station



SAUGATUCK STATION AREA TOD MASTER PLANNING

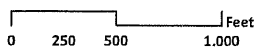
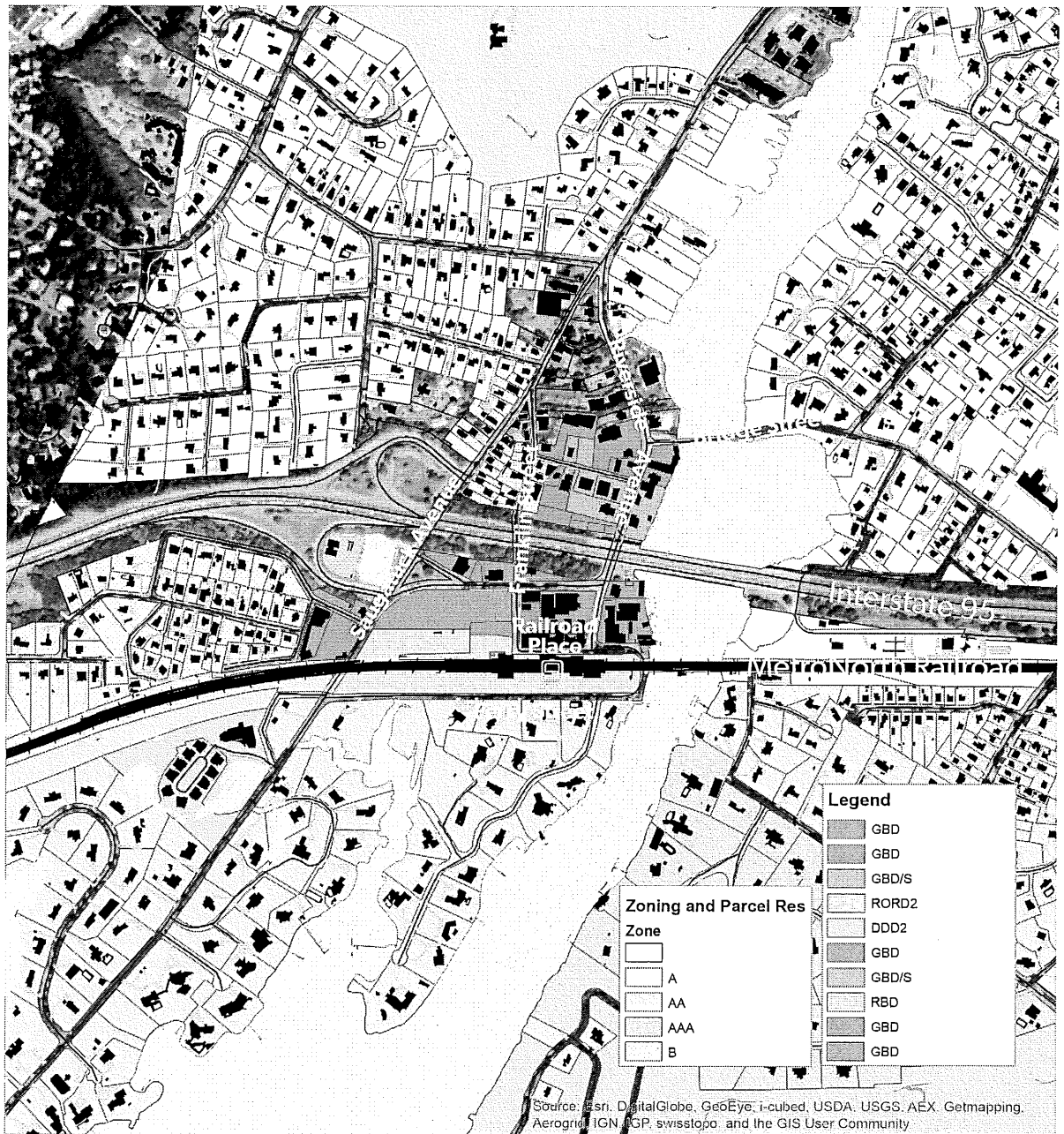
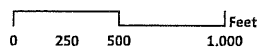


Figure 2: Study Area Zoning, Buildings, Streets, and Parcel Lines



SAUGATUCK STATION AREA TOD MASTER PLANNING





WESTPORT CONNECTICUT

PATRICIA H. STRAUSS

TOWN CLERK

CERTIFIED RESOLUTION

I, Patricia H. Strauss, the duly qualified Town Clerk of the Town of Westport, Connecticut, **DO HEREBY CERTIFY** that the following resolution was adopted at a regular meeting of the Representative Town Meeting, held on Tuesday, February 2, 2016 at which a quorum was present and acting throughout, and is on file and of record, and that said resolution has not been altered, amended or revoked and is in full force and effect. The vote was passed 29-1-1.

RESOLVED: That upon the request of the Operations Manager, the submission of a "Proposal to Develop a Master Plan for Saugatuck" in accordance with the Responsible Growth and Transit-Oriented Development (TOD) Grant Request for Applications is hereby approved, and the First Selectman of Westport, Connecticut, James S. Marpe, is hereby authorized to sign the grant application and to sign any other documents associated with administering the grant, if awarded, including any amendments thereto.

IN WITNESS WHEREOF, the undersigned has affixed her signature and the municipal seal of the Town of Westport this 3rd day of February 2016.

Patricia H. Strauss,
Town Clerk

SEAL



STATE OF CONNECTICUT | OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
 450 Capitol Avenue | MS# 54ORG | Hartford, CT 06106-1379
NOTICE OF GRANT AWARD



The Office of Policy and Management, **Intergovernmental Policy Division**, hereby makes the following grant award in accordance with Section 13(a)(2) of Public Act 15-1 JSS and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: Westport		Town Code: 158 Westport	
Street address: 110 Myrtle Ave		State Agency Code: N/A	
City: Westport		DUNS No. (if applicable): N/A	
State: CT		FEIN (required): 06-6002128	
ZIP Code: 06880		Responsible Growth and Transit-Oriented Development (TOD) Grant Program	
Grant Program Name: Other Program			
OPM Grant No.: TOD/RG-16-05		Project Title: Saugatuck Station Area TOD Master Plan	
Date of Award: Select	Category (if applicable):		
Period of Award: (Choose one)		End Date: ...	
Start Date: <input checked="" type="checkbox"/> The date Notice of Grant Award is signed by both Grantor & Grantee (whichever is later).		12 months from the execution of grant award by both grantor and grantee	
<input type="checkbox"/> On Select Date or after Notice of Grant Award is signed by both parties (whichever is later).			
<input type="checkbox"/> Select Date pursuant to Enter: Statutory Authority (attach copy of authority w/ notice of grant award).			
Amount of Award	Federal: \$ 0	State: \$440,000	Interest: \$0
State Match: \$0	Grantee Match: \$0	Other: \$0 Specify: N/A	
Total Budget: \$440,000	Catalog of Federal Domestic Assistance (CFDA) Number: N/A		
Federal Grant No.: N/A	Grantee Fiscal Year: From: July 1 To: June 30		

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that: 1.) I have the authority to execute this agreement on behalf of the grantee; and 2.) The grantee will comply with all attached Grant Conditions.

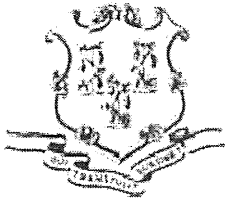
BY: James S. Marpe 8/29/16
 Signature of Authorized Grantee Official Date
James S. Marpe FIRST SELECTMAN
 Name of Authorized Grantee Official Title of Authorized Grantee Official

FOR THE OFFICE OF POLICY AND MANAGEMENT:

BY: Ben Barnes 9/7/16
 Signature of OPM Secretary or OPM Deputy Secretary Date
 Ben Barnes, OPM Secretary or Susan Weisselberg, OPM Deputy Secretary

For OPM Business Use Only

AMOUNT	FUND	DEPT	SID	PROG	ACCT	CHART 1	CHART 2	BR YR	PROJECT
\$440,000.00	12052	OPM 20600	43130	13046	55050	Enter	Enter	2016	OPM00000000 1111
Enter	Enter	OPM Select	Enter	Enter	Enter	Enter	Enter	Enter	OPM00000000 Enter
Enter	Enter	OPM Select	Enter	Enter	Enter	Enter	Enter	Enter	OPM00000000 Enter



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 Capitol Avenue, MS# 54 ORG
Hartford, CT 06106-1379

Responsible Growth and Transit-Oriented Development (TOD) Grant Program

SCOPE OF WORK

PROJECT SUMMARY:

GRANTEE: Town of Westport

PROJECT NAME: Saugatuck Station Area TOD Master Plan

GRANT AWARD: \$ 440,000

SOURCE OF FUNDING: RESPONSIBLE GROWTH INCENTIVE FUND,

As authorized under Public Act 15-1 JSS, Sec. 13(a)(2)

Grant funds shall be used to implement the following Scope of Work:

The Town of Westport is awarded the full requested amount to fund a detailed master plan of the Saugatuck Station Area including an existing conditions analysis, public outreach, district planning, identification of partnerships, and preliminary design. *See grant application for complete details.*

Municipality's anticipated time to completion:

9 months

PAYMENT TERMS

- Grantee will be paid on a reimbursement basis.
IMPORTANT NOTE: Reimbursements will only be made for goods/services that are delivered/performed during the contract/grant period. Reimbursement will NOT be allowed for expenditures made prior to the start date of the contract or after the end date of the contract.
- Requests for reimbursement must be submitted using authorized reimbursement forms as specified by the administering agency.
- Requests for reimbursement shall be submitted not more than one time per month, and the final Reimbursement Form must be received by OPM not later than 90 days after the end of the grant period.
- Reimbursement request forms must be completed and signed by the authorized official who has signed the NOTICE OF GRANT AWARD.
- **IMPORTANT NOTE:** Section 16 of the General Grant Conditions prohibits the use of these funds to supplant the salaries or in-kind services of existing municipal employees.
- Requests to extend the grant end date, if necessary, shall be submitted in writing to OPM not later than 30 days before the grant end date.

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Intergovernmental Policy Division
450 CAPITOL AVENUE
MS # 54 ORG
HARTFORD, CT 06106

SPECIAL GRANT CONDITIONS

Check applicable box, if required.

- 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at _____ regarding the required revisions.
- 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at _____ for further detail on these funding restrictions.
- 3. The Grantee is required to participate in training session(s) on _____. The Grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
- 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more that 10% of the budget category or by more that \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM.
- 6. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- 8. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.
- 9. The Grantee certifies that the application on which this grant is based was presented to the

superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.

10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
 - 28 C.F.R. Part 42, Subparts C, D, E.
 - 28 C.F.R. Part 23 (Criminal Intelligence Systems).
 - 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
 - U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
 - To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
14. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
15. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

OFFICE OF POLICY AND MANAGEMENT
Intergovernmental Policy Division
450 CAPITOL AVENUE
MS #54 ORG
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

SECTION 12: Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 22: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in § 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 23: Nondiscrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 24: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 25: Iran Certification.

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

SECTION 26: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 27: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

ATTACHMENT A

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any

goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Item #7



DEPARTMENT OF FIRE SERVICES
Administration (203) 341-5000
Fax (203) 341-5009
ANDREW J. KINGSBURY
Chief of Department

September 19, 2016

Honorable James S. Marpe, First Selectman
Town of Westport
110 Myrtle Ave.
Westport, Connecticut 06880

Re: Type-1 Fire Pumper Replacement Appropriation

Dear Mr. Marpe,

I respectfully request that an appropriation of \$625,000 with bond and note authorization to the Municipal Improvement Fund be placed on the Board of Finance agenda. This request is for the scheduled replacement of a 1995 Sutphen Pumper which had been projected in the Department's 5-year capital forecast for FY 2015/16 at the requested cost of \$625,000.

Thank you for considering this request. We had previously submitted the apparatus committee's recommendation to select Marion Body Works as our preferred vendor along with their full report. We also expect to submit comment from the Matrix Group supporting this replacement in advance of the October Board of Finance meeting. If you have any questions or concerns please feel free to contact me.

Respectfully Yours,

Andrew Kingsbury
Andrew Kingsbury
Fire Chief

Approved for submission
To Board of Finance (9/20/16)

James S. Marpe
James S. Marpe
First Selectman

ACCT # 30500220-500291

Cc: Gary Conrad, Finance Director

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of \$625,000 for the costs associated with the purchase of a Type-1 Pumper Fire Engine to replace the 1995 Sutphen pumper (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing the foregoing appropriation, the Town shall borrow a sum not to exceed \$625,000 and issue general obligation bonds (the "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.

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) years after the date of issue. 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.

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 provided no Notes shall mature later than five (5) years after the issuance of a Note pursuant to this Resolution. 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 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 First Selectman or any other proper Town official is are authorized to take all necessary action to apply for and accept 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.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

September 22, 2016

The Honorable James S. Marpe
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear Mr. Marpe:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for an appropriation of \$1,265,000 along with bond and note authorization to account # 30508810-500140.

This request is to fund the dredging of approximately 20,727 CY of sediment from Compo Basin and the approach channel. We recommend this project to be funded over 20 years at the rate to be determined by the Finance Director, with 80% to be covered by user fees.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jennifer A. Fava".

Jennifer A. Fava
Director of Parks and Recreation

JAF:eak

cc: Gary Conrad



WESTPORT CONNECTICUT


PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

MEMO TO: Board of Finance

MEMO FROM: Jennifer Fava, Director 

DATE: September 22, 2016

RE: **Compo Basin and Channel Maintenance Dredging Project**

For some time, there have been issues with boats running aground in the Compo Marina channel and the marina itself due to accumulated sediment in these areas. In an effort to alleviate this problem, the Department of Public Works has been working on acquiring a permit to dredge the accumulated sediment.

Based on environmental reasons, dredging of this area is restricted to the months of October through March. In an effort to complete this project during this timeframe, it is imperative that we proceed with the appropriation process at this time. As indicated in the attached memo from Steve Edwards, Director of Public Works, a hydrographic survey has been completed and an estimated quantity of 20,727 CY of sediment has been identified to be removed. The Town is still awaiting the final permit. Based on the consultant's review, the Department of Public Works is suggesting that we seek an appropriation in the amount of \$1,265,000 which should cover the worst case scenario.

The channel into Compo Marina is utilized by more than just the marina boat slip holders. Some of the other users include:

- Westport Marine Police Division
- State Aquaculture Vessel
- Compo Marina is identified as a Long Island Sound Emergency Evacuation Point for Marine Mass Casualty Events. This is due to the proximity to hospitals, area for an aircraft landing zone and ease of navigation.
- Fuel customers*
- Pump out customers*
- Transient boaters

*On weekends non-slip holders make up approximately 20% of users, less during the week. These users include, but are not limited to, those with private docks and boaters from All-Seasons Marina, Bridgebrook Marina, Bridge Square Marina, Cedar Point

Marina, Saugatuck Harbor Yacht Club (for pump out services – they have their own fuel dock), and customers of the mooring field.

Based on this usage, the Parks and Recreation Commission unanimously approved the following resolution at their September 21, 2016 meeting:

RESOLVED: The Parks and Recreation Commission approves the request to the Board of Finance to approve an appropriation in the amount of \$1,265,000 for the dredging of approximately 20,727 CY of sediment from Compo Basin and the approach channel to be funded over 20 years at the rate to be determined by the Finance Director with 80% to be covered by user fees.

Therefore, the Parks and Recreation Department requests approval from the Board of Finance for an appropriation of \$1,265,000 along with bond and note authorization to account # 30508810-500140 for this project to be funded over 20 years with 80% to be covered by user fees.



WESTPORT CONNECTICUT

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

August 9, 2016

MEMORANDUM

TO: Jennifer Fava
Director of Parks & Recreation

FROM: Stephen J. Edwards
Director of Public Works

Re: Maintenance Dredging of Compo Marina Channel

At the request of the Parks & Recreation Department, this office has been working with RACE Coastal Engineers, LLC to evaluate the shoaling that has occurred in the Compo Marina channel and the marina proper and to develop the necessary documents to acquire a permit to dredge the accumulated sediment.

A hydrographic survey has been completed to identify the amount of shoaling and establish quantity estimates for the dredge permit application. The consultant has met with the Office of Long Island Sound Programs (OLISP) to review the scope of the proposed project and has submitted an application for a Certificate of Permission to remove the accumulated sediment. OLISP has a 90-day review period after which we anticipate receiving the necessary permit to solicit bids for the dredging operation. Simultaneous with the OLISP review comments are also being solicited from numerous other federal and interstate agencies.

The hydrographic survey has identified 4,068 CY of sediment at the entrance of the basin and another 16,659 CY of material from the channel. It is anticipated that OLISP will require that where possible, the material be excavated from shore and used for upland disposal/reuse. For budgetary purposes, we are estimating that 4,068 CY will be disposed of upland and the remaining 16,659 CY will be disposed offshore at the Central Long Island Disposal Site. We are seeking permission to use the Western Long Island Disposal Site which is closer and would be cheaper, but we are assuming the worst case scenario for budgetary purposes.

Page 2
Jennifer Fava
August 9, 2016

The following cost estimates have been developed by the consultant:

Contractor Mobilization:	\$ 100,000.00
4,068 CY Upland Disposal @ \$60/CY	\$ 244,000.00
16,659 CY Offshore Disposal @ \$45/CY	\$ 749,655.00
Contingency @ 10%	\$ 109,000.00
Engineering Inspection	<u>\$ 60,000.00</u>
	\$1,262,655.00

I would recommend seeking an appropriation of \$1,265,000.00 for the dredging of approximately 20,727 CY of sediment from Compo Basin and the approach channel.

Town of Westport

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of One Million Two Hundred Sixty-five Thousand and 00/100 Dollars (\$1,265,000.00) for the costs associated with dredging Compo Marina basin and approach channel (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing the foregoing appropriation of One Million Two Hundred Sixty-five Thousand and 00/100 Dollars (\$1,265,000.00), the Town shall borrow a sum not to exceed One Million Two Hundred Sixty-five Thousand and 00/100 Dollars (\$1,265,000.00) 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.

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 at 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, requirements related to certain restrictions on the investment yield of bond proceeds, the rebate of arbitrage earnings, the expenditure of bond proceeds within required time limitations, the timely filing of information reports and the execution of continuing disclosure agreements for the benefit of the holders of the 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) years 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.

Item #9



Westport Police Department Training Division

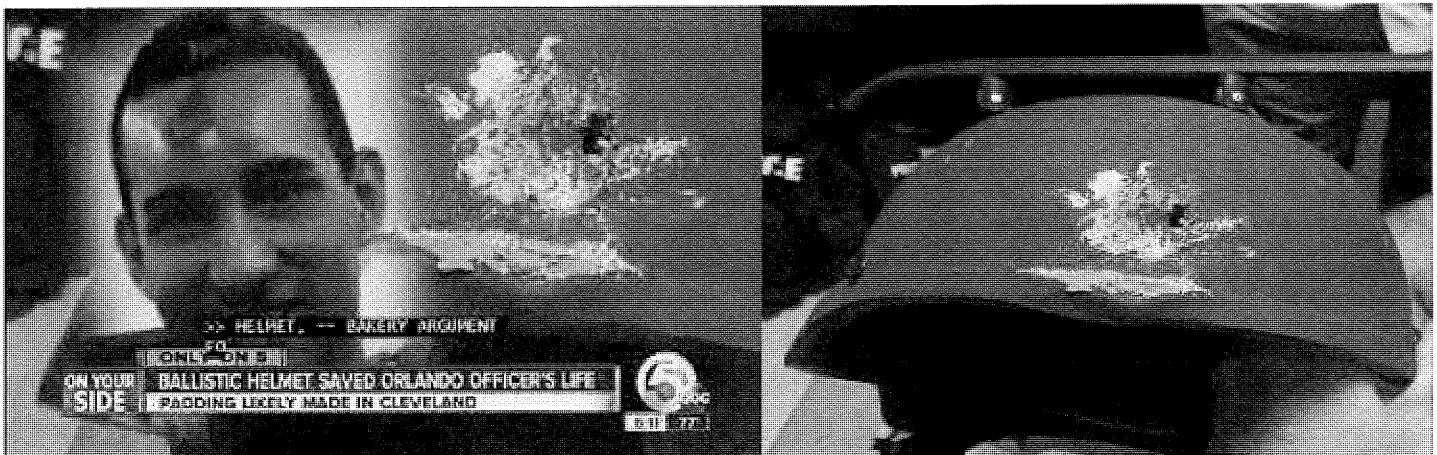


Rifle Threat Helmet and Body Armor Proposal

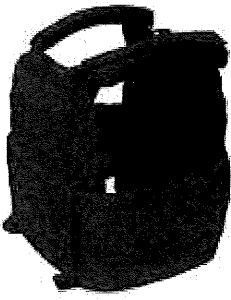
Prepared by Lieutenant Ryan Paulsson

The Police Department is committed to providing its officers the necessary equipment and training to help make doing their job safer. Officers on patrol wear soft body armor capable of stopping most pistol type ammunition. This armor does not defend against any type of rifle ammunition. The purchase of rifle threat rated ballistic plates and the carriers that hold them, would provide that level of protection. With the addition of ballistic helmets rated for the same rifle ammunition, it allows us to provide our officers with a reasonable level of protection when they are faced with a subject armed with a long rifle.

Prior to the Columbine shooting in 1999, a patrol officers response to an armed, active aggressor was to surround, contain and call for an Emergency Response Team (SWAT). The SWAT team was called because they possessed advanced weapons, had advanced training, and were outfitted with the appropriate personal protective gear to respond and confront that armed subject. Post Columbine required patrol officers to now confront those armed subjects themselves in order to preserve life. Over the last 15 years we have seen mass shootings across this country with one of the worst examples of that being only 20 miles from Westport. Like the Newtown shooting, many of these shootings are perpetrated by individuals using rifles firing high powered projectiles. Even more recently in Dallas, we saw police officers targeted and executed with high powered rifles that defeated the soft body armor they had been wearing. We are asking our patrol officers to confront individuals armed in this manner, and we need to give them the appropriate personal protective gear.



Above: a photo of an Orlando Police Officer and the helmet that saved his life when he was called to respond to the Orlando Night Club Shooting back in June 2016.



The rifle plate carrier is to be worn above the officer's uniform. They will all be configured prior to deployment with the necessary "POLICE" decals and pouches. They are designed to be donned quickly with little adjustment needed, so as not to diminish response time.

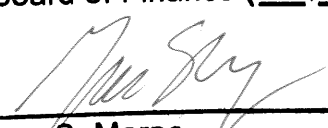
The Police department would like to outfit each patrol vehicle with one (1) vest with rifle threat level plates and one ballistic helmet. In addition, we would like to provide three (3) vests for our K-9 Officers, two (2) for our Marine Division, and two (2) vests for our Detective Bureau. Some of these vests will also be outfitted with soft ballistic protection.

The cost of each vest is \$570.00. This includes the vest, two (2) Level IV NIJ rifle plates, POLICE placards front and rear, and a double Magazine pouch. An additional \$415.00 is needed for those vests that need the soft body Level IIIA ballistic inserts. These are needed for those officers who would not normally be wearing soft body armor prior to a critical event i.e. detectives in plain clothes, Marine Division personnel, K9 units being called out from home. The cost of each helmet is \$275.00. The shipping charges are approximately \$580.00 as there is some considerable total weight to this order.

There are Bullet Proof Vest Grants that we are researching and any money reimbursed from these grants will be put back in the appropriate accounts.

The Police Department therefore requests an appropriation of \$19,600 from the Asset Forfeiture Fund for the purpose of purchasing rifle threat capable plates, helmets, and carriers.

Approved for submission
To Board of Finance (9/26/16)



James S. Marpe
First Selectman



Westport PD Vest and Helmet Order

Item #	Description	Quantity	Assignment	Cost	
				Unit	Total
1	Plate Carrier Black	15	Patrol Vehicles	\$570.00	\$8,550.00
2	Plate Carrier w/ soft armor	2	Detective Bureau	\$985.00	\$1,970.00
3	Quick Release Plate Carrier W/ Soft Armor	2	Marine Div	\$985.00	\$1,970.00
4	Plate carrier MC w/ soft armor	3	K9 Units	\$985.00	\$2,955.00
5	Ballistic Helmet	13	Patrol Vehicles	\$275.00	\$3,575.00
6	Shipping charges	-	-		\$580.00
			TOTAL		\$19,600.00