



REVISION #3 - Executive Session in Room 212D

NOTICE OF EXECUTIVE SESSION

The Board of Finance will meet on **Tuesday, November 1, 2016** at **7:30 p.m.** in **Room 212D of Town Hall** for the following purpose:

1. To discuss the terms of the proposed conveyance by David Adam Realty of land located at 36 Elm Street in exchange for a conveyance by the Town of Westport of a portion of land located at 35 Elm Street. It is anticipated the Board of Finance will vote to go into executive session for this discussion.

NOTICE OF PUBLIC MEETING

The Board of Finance will hold its Public Meeting on **Tuesday, November 1, 2016**, at **8:30 p.m.** in the **Auditorium of Town Hall** for the following purpose:

AGENDA

1. To approve the Board of Finance Minutes of the October 13, 2016 Regular Meeting.
2. Financial Report from the Finance Director. (Discussion Only)
3. Status Update from the Audit Manager. (Discussion Only)
4. Upon the request of the Library Director, to approve an appropriation in the amount of \$5,000,000 to the Municipal Improvement Fund Account #30507750-500128 for the renovations to the Westport Library.
5. Upon the request of the Library Director, to discuss whether at a future date a loan agreement might be entered into with the Library to provide a limited amount of interim funding, repayable by the Library from donor and other contributions. (Discussion only)
6. 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 purpose of funding a scheduled replacement of a 1995 Sutphen Pumper.
7. Upon the request of the Director of Public Works, to approve an appropriation in the amount of \$102,000 to the Capital and Non-Recurring Expenditure Account #31503310-500293 for the purpose of hiring an engineering firm to design and develop suitable bidding plans for the replacement of the Kings Highway North Bridge at Willow Brook.

8. Upon the request of the Planning and Zoning Director, to approve an appropriation in the amount of \$70,000 to the Capital and Non-Recurring Fund Account #31501185-500210-21010 for the purpose of preparing the 2017 Plan of Conservation and Development by Glen Chalder of Planimetrics, Inc.
9. Upon the request of the Westport Transit District, to approve an appropriation in the amount of \$87,500 to the Special Appropriation Account #10114999-588039 as a supplemental appropriation for Door-to Door transportation for the elderly and citizens with disabilities.

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 BOF MEETING

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

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

AGENDA

1. James W. Westphal was sworn in by Town Clerk Patty Strauss as a new Board of Finance member to fill the vacancy for the unexpired portion of the term of C. Moore. The Board now has its full complement of seven members.
2. To approve the Board of Finance Minutes of the September 7, 2016 Regular Meeting Motion to approve by B. Stern, second by S. Gordon. Vote -5-0-2 (Abstain- S. Westphal & L. Caney) and the September 25, 2016 Special Meeting. Motion to approve by B. Stern, second by S. Gordon. Vote 5-0-0 (abstain- S. Westphal & J. Hartwell)
3. Financial Report from the Finance Director. (Discussion Only)
4. Analysis and Status Report from the Tax Assessor regarding the recent revaluations. (Discussion Only) Presentation to be posted on Town web site.
5. Status Update from the Audit Manager. (Discussion Only)
6. Upon the request of the First Selectman, approved 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. Upon a motion by J. Tooker, second by B. Stern the motion was approved. Vote was unanimous (7-0-0-)
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. Item was withdrawn from the agenda by Fire Chief.
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. Item was withdrawn from the agenda by Parks & Recreation Director.
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. Item was withdrawn by Police Chief from the agenda.

Motion to extend the meeting for 15 minutes was made by M. Rea second by L. Caney. Approved unanimously (7-0-0)

10. Westport Transit District - Budget and Strategic Alternatives presentation by Martin Fox. (Discussion Only)

Motion to adjourn at 10:15 p.m. made by M. Rea, second by L, Caney, Approved unanimously (7-0-0)

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.



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
Fire Chief

Approved for submission

To Board of Finance (9/20/16)

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.

Item #7



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

October 13, 2016

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

Re: Request for Appropriation – Kings Highway North Bridge Replacement at Willow Brook, Design Phase

Dear Mr. Marpe:

The State of Connecticut recently completed an inventory of all bridges in the state under 20 feet in length. As a result of this inspection, structural deficiency was identified in the abutment of the Kings Highway North Bridge over Willow Brook that has resulted in the de-rating of the bridge to less than 4 ton load capacity. This load rating is adequate for passenger vehicles but most commercial trucks will exceed the 4 ton rating. The bridge has been posted and commercial truck traffic is now restricted from the bridge.

To address this structural deficiency, this office has solicited proposals from qualified engineering firms to design a replacement structure. Proposals were received from four firms and interviews and background reviews are underway. The cost for the project has been estimated as follows:

Design Engineering/Permitting	\$ 85,000.00
Geo-technical assessment	\$ 8,000.00
Contingency (10%)	<u>\$ 9,000.00</u>
Total	\$102,000.00

This office, herein, requests an appropriation of \$102,000.00 for the purpose of hiring an engineering firm to design the replacement structure and to develop plans and specifications suitable for bidding purposes. Funds for this project are available in the Capital & Non-Recurring Expenditure Fund, originally ear-marked for the Willow Brook culvert at Weston Road but now reassigned to the Kings Highway North Bridge at Willow Brook.

31503310 - 500293

Respectfully,

Stephen J. Edwards
Director of Public Works

Approved for submission
To Board of Finance (10/17/16)

cc: Gary Conrad, Finance Director

James S. Marpe
First Selectman



WESTPORT CONNECTICUT

PLANNING & ZONING
TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341-1030 • (203) 341-1079
(203) 454-6145 - fax

Memorandum

To: James Marpe, First Selectman
From: Steve Palmer, Planning & Zoning Director
Date: October 4, 2016
Re: Request for Funding for the Preparation of the 2017 Plan of Conservation and Development (POCD)

I'm pleased to inform you that after interviewing three reputable planning consultants, the Planning & Zoning Commission has chosen Glen Chalder of Planimetrics to prepare the 2017 Plan of Conservation and Development. The Commission recognized Glens' expertise and experience in working successfully with municipalities across Connecticut in this specialized area of planning. You may remember that Planimetrics prepared Westport's 2007 POCD, which has provided valuable guidance over the last decade in the planning of our town.

As you are aware, the state statutes mandate the POCD's be updated every 10 years. Our last update was adopted on October 25, 2007, therefore the commission must adopt the new update by October 25, 2017. It should be noted that if the POCD is not adopted within that timeframe, the town will be ineligible to apply for and receive for potential state discretionary funds.

With the timeframe in mind, I am requesting funding in the amount of \$70,000 to complete this task. The amount is based on the proposed "Agreement for Professional Services between the Town of Westport and Planimetrics Inc." dated September 28, 2016, page 11, under Basic Agreement (attached). *CNR Account # 31501185-500210-21010*

I understand that this must be approved by the Board of Finance and the RTM. The Commission is hopeful that this request can be heard by the respective boards as soon as is permitted so they can begin the process. Thank you in advance for your consideration and please let me know if you have any questions.

Approved for submission
To Board of Finance (10/4/16)

James S. Marpe
First Selectman

September 28, 2016



AGREEMENT FOR PROFESSIONAL SERVICES

By and Between The
TOWN OF WESTPORT, CONNECTICUT
And
PLANIMETRICS, INC.

This Agreement is entered into, this _____ day of _____, 2016, by and between the **TOWN OF WESTPORT, CONNECTICUT** (hereinafter referred to as the "Town") and **PLANIMETRICS, INC.**, (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the Town desires certain professional services in order to update the Plan of Conservation and Development (hereinafter referred to as the "Project"); and

WHEREAS, the Town desires to engage the Consultant to provide professional services in connection with the Project; and

WHEREAS, the Consultant wishes to provide such technical and advisory services as may be necessary during the Project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1.0 EMPLOYMENT OF CONSULTANT

1.1. The Town hereby engages the Consultant who hereby agrees to perform the professional services as described in the Scope of Services / Budget / Schedule (Exhibit A) attached to this Agreement.

1.2. The Town may, by written agreement, amend this Agreement to include additional items not presently contemplated in the Scope of Services. The Consultant shall be obligated to initiate these additional services within 30 days of the date of execution of the amendment, and appropriation of the necessary funds by the Town, unless otherwise specified in the written amendment to this Agreement.

1.3. The Town may, subject to Consultant concurrence, adjust any study item by increasing the scope and cost of an item and decreasing the scope and cost of another item or by substituting new study items for existing ones, with no increase in compensation to the Consultant. Any such action shall be confirmed by written amendment to this Agreement.

1.4. Any amendment to this Agreement shall supplement the terms found herein, and shall provide for a revised Scope of Services, compensation, and/or completion schedule.

2.0 RESPONSIBILITY OF CONSULTANT

2.1 During the period of time covered by this Agreement, the Consultant shall perform and carry out all work as indicated in the Scope of Services / Budget / Schedule (Exhibit A). Such work shall be conducted professionally and courteously and in a manner satisfactory and proper as reasonably determined by the Town.

2.2 It is expressly understood that the Consultant's ability to complete such work is predicated, in part, on the Town's commitment as indicated in Section 3.0 following.

3.0 RESPONSIBILITY OF TOWN

3.1 The Town hereby agrees to perform, obtain or provide certain services or items as set forth hereinafter. Said services or items are deemed essential to the carrying out of the professional service of the Consultant as herein set forth.

3.2 The Town, acting through its designated representative, shall be responsible for overall coordination, the scheduling of meetings, and for making reports and materials provided by the Consultant available for the media, public and other Town agencies and officials.

3.3 The Town, acting through its designated representative, shall:

1. make reasonable time available during the course of the study for coordination, including meetings, with the Consultant.
2. provide the Consultant, at no cost, with copies of relevant documents and other non-privileged materials in the Town's possession as necessary for satisfactory completion of the Scope of Services.
3. provide reasonable assistance to the Consultant as shall mutually be agreed upon in the undertaking of the study items covered by this Agreement.

3.4 It is understood that the Town shall act expeditiously on all submissions by the Consultant which require Municipal approval or action.

3.5 Upon execution of this Agreement, the Town's responsibilities shall be represented by:

Planning & Zoning Director
and/or
Chair of the Planning and Zoning Commission

4.0 TIME OF PERFORMANCE

4.1 The services of the Consultant are to commence upon execution of this Agreement and shall be undertaken and completed by the Consultant in a prompt and satisfactory manner as reasonably determined by the Town and in accordance with the Scope of Services / Budget / Schedule (Exhibit A).

4.2 The time of completion may be extended if the contracting parties mutually agree, in writing, that such extension would benefit the successful completion of the work hereunder. If such extension is for the purpose of performing services in addition to those contemplated hereunder, the Agreement shall be amended in accordance with the provisions of Section 1.0.

5.0 MEETINGS

5.1 During the course of the work stipulated in this Agreement, the Consultant shall attend meetings as indicated in the Scope of Services / Budget / Schedule (Exhibit A).

5.2 The Consultant may, to the extent feasible and reasonable, attend additional meetings with other groups or persons for the purposes of encouraging community participation, presenting findings, or other purposes.

6.0 WORK PRODUCTS

6.1 Work products delivered to the Town by the Consultant will be delivered physically or electronically to the Planning and Zoning Office at Town Hall and shall become the property of the Town.

6.2 Upon completion of the Scope of Services or upon termination of this Agreement in accordance with Section 9.0 and receipt of any payment of any outstanding amounts due the Consultant, the Consultant shall deliver materials in its possession to the Town and such materials shall become the property of the Town.

6.3 Any reports, data, or other information given to or prepared or assembled by the Consultant under this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Town.

6.4 The Town reserves the right, by written notification, to prevent the Consultant from using final work products prepared under this Agreement for marketing and solicitation efforts.

7.0 COMPENSATION

- 7.1 The Town shall pay the Consultant the amount identified in the Scope of Services / Budget / Schedule (Exhibit A) as full and complete compensation for the Consultant's services as set forth in the Scope of Services / Budget / Schedule (Exhibit A).
- 7.2 The Project Budget may be modified as provided in Section 1.0 of this Agreement.

8.0 METHOD OF PAYMENT

- 8.1 The Town shall pay the Consultant within thirty (30) days of submission of an invoice.
- 8.2 The Town, prior to making payment, may review the invoice to determine that the compensation claimed is in accordance with this Agreement. If the Town feels that the invoice is not in accordance with this Agreement, the Town shall notify the Consultant within fifteen (15) days of receiving the invoice. The Consultant may, at its option, revise the invoice or resubmit the invoice to the Town.
- 8.3 If any undisputed invoice is not paid by the Town within forty-five (45) days of submittal, work in progress by the Consultant shall be stopped.

9.0 TERMINATION

- 9.1 The Town may terminate this Agreement at any time by notice, in writing, from the Town to the Consultant. Said termination may be with or without cause.
- 9.2 The Consultant may terminate this Agreement at any time by notice, in writing, from the Consultant to the Town. Said termination shall be limited to cause resulting from the Town not performing its responsibilities as indicated in Section 3.0, non-payment of invoices as indicated in Section 8.0, or a substantial change in the circumstances under which the Consultant undertook the project.
- 9.3 If the Agreement is terminated, as provided herein, the Town shall pay the Consultant an amount which bears the same ratio to the total compensation as the services actually performed to the date of termination by the Consultant bear to the total services covered by this Agreement and described in the Scope of Services, less payments of compensation previously made. This includes work in progress plus any outstanding amounts from prior invoices.

10.0 ASSIGNMENT

- 10.1 The Town understands and accepts that New England GeoSystems (GIS Mapping) will be a subcontractor to Planimetrics with regard to this Agreement.
- 10.2 The Consultant shall not further assign this Agreement nor any right or responsibility hereunder without the prior written consent of the Town, which consent may be withheld at the Town's sole discretion; however, no such consent shall operate to release the Consultant from any obligation or liability hereunder, or modify the obligations or liabilities of the Consultant to the Town.

11.0 LIABILITY AND CLAIMS

- 11.1 The acceptance by the Consultant of any final payment made under or upon termination of this Agreement shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Consultant, his successor or assigns, or sub-consultants (if any) have or may have against the Town.
- 11.2 During the life of this Agreement, the Consultant shall maintain liability insurance coverage of not less than \$1,000,000 limit of liability; and shall, before commencing the work, furnish to the Town a certificate of insurance evidencing such coverage, which shall include for notice of cancellation, lapse or amendment to be given to the Town prior to the date of its effective action; and the Town shall be named in such policy as a certificate holder.
- 11.3 The Consultant shall, upon request, furnish to the Town evidence of worker's compensation insurance for employees of the Consultant. If such coverage is not applicable, the Consultant shall provide an affidavit that such coverage is not applicable.

12.0 INTERPRETATION

- 12.1 This Agreement shall be construed in accordance with the Laws of the State of Connecticut, and the Charter and Ordinances of the Town of Westport.

13.0 EMPLOYMENT COMPLIANCE

- 13.1 The Consultant warrants that the firm is in full compliance with all local, state and federal affirmative action and equal opportunity requirements.

14.0 INDEMNITY

14.1 In addition to, and not in lieu of, any indemnification set forth in other provisions of this Agreement, Consultant shall indemnify and hold harmless the Town and its agents, servants and/or employees from and against any and all claims involving physical damage to property, personal injury, and wrongful death arising out of the performance of this Agreement by the Consultant or any of its employees or agents.

15.0 MEDIATION

15.1 Prior to the initiation of any legal proceedings related to this Agreement, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to, the interpretation, application, or enforcement of this Agreement to mediation.

15.2 Mediation shall be conducted in accordance with the terms and procedures promulgated by the American Arbitration Association.

15.3 The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement. Such formal written request shall propose a mediator.

15.4 Within seven (7) calendar days of receiving such notice, the other party shall accept the proposed mediator or propose an alternative mediator. If there is no response within the seven (7) day period, the mediator initially proposed shall be considered accepted.

15.5 If the other party proposes an alternative mediator, the initiating party shall have seven (7) calendar days to accept or not accept the alternative mediator. If there is no response within the seven (7) day period, the proposed alternative mediator shall be considered accepted.

15.6 If neither party accepts the others proposed mediator, the two mediators shall, within seven (7) calendar days, select a third mediator who shall be the mediator between the parties

15.7 The cost of mediation shall be borne equally by the parties.

15.8 If the parties have not resolved the claims, disputes, or controversies through mediation or otherwise within 120 days of initiation of mediation, or agreed to continue mediation, the parties shall each have the right to pursue any remedies available to them under the law.

15.9 This Article shall survive completion or termination of this Agreement but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute.

16.0 COSTS

16.1 In any legal action commenced under or in connection with this Agreement, the prevailing party shall be entitled to an award for reasonable attorney's fees and other litigation expenses incurred by the prevailing party in connection with such action, suit, or proceeding.

17.0 NOTICES

17.1 Any written notices required by this Agreement shall be sent to:

CONSULTANT:

Glenn Chalder, AICP
Planimetrics, Inc.
70 County Road
Simsbury, CT 06070

TOWN:

Steven Palmer, AICP
Director of Planning and Zoning
Town of Westport
110 Myrtle Avenue
Westport, CT 06880

September 28, 2016

IN WITNESS WHEREOF:

The TOWN OF WESTPORT, acting herein by the following official, and the CONSULTANT, acting herein by the following principal, have subscribed their names to this Agreement this _____ day of _____ A.D. 2016.

TOWN OF WESTPORT, CT (TOWN), by

PLANIMETRICS, INC. (CONSULTANT), by

Jim Marpe
First Selectman



Glenn Chalder, AICP
President

Attachments:

Exhibit	Topic	Date
A	Scope of Services / Schedule / Budget	September 28, 2016
B	Code of Ethics Acknowledgment Form	September 28, 2016

EXHIBIT A - Scope of Services / Schedule / Budget

Westport 2017 POCD Update

Scope of Work

1 Issues Scoping

This first phase focuses on identifying topics and issues to be addressed in the Plan update process. Specific tasks will include:

Preparation / Material Review

- Review current POCD
- Review implementation status of 2007 POCD
- Review other plans / studies / documents provide by the Town

Scoping Meeting With the Planning and Zoning Commission

- Meet with Planning and Zoning Commission to identify topics / issues the Commissioners feel should be a priority for the Plan

Board / Agency Questionnaires

- Circulate a survey / questionnaire to members of local boards and commissions
- Circulate a survey / questionnaire to Town department heads
- Review and summarize questionnaire responses

Public Scoping Workshop

- Facilitate one (1) interactive workshop for residents to identify and discuss significant current and future issues in Westport
- Utilize social media and other Town resources to receive and disseminate information

Conditions and Trends Review

- Review and assess information related to Westport, including:
 - Demographics (such as total population, age composition, etc.)
 - Housing (e.g., units, types, sales, affordability and other information)
 - Economic (e.g., employment, gross local product, income)
 - Fiscal (e.g., budget, expenditures, tax base)

Synthesize Input and Recommend Priority Issues and Topics

- Prepare a report that organizes and summarizes:
 - Major conditions and trends
 - Input from community meetings
 - Recommendations for issues / topics as part of the POCD update
- Provide electronic files for posting information on-line

2 Plan Review & Strategy Refinement

The second phase focuses on reviewing the existing Plan with the Planning and Zoning Commission and identifying appropriate strategies. Specific tasks will include:

Board / Commission Input

- Conduct a series of listening sessions on plan themes in order to seek input and feedback from other boards and commissions on POCD strategies relevant to their function
- Utilize social media and other Town resources to receive and disseminate information

Plan Theme – Conservation

How to protect and preserve the things important to Westport residents

- Natural resources
- Open space
- Coastal resources
- Historic resources
- Community character / scenic resources
- Community spirit
- Sustainability issues including:
 - Energy conservation (Green Task Force)
 - Water conservation
 - Waste reduction

Plan Theme – Development

How to guide / manage growth and change in Westport

- Downtown Westport including:
 - Downtown Westport Master Plan (2015)
 - Village District Study (2014)
- Saugatuck including:
 - Rail Parking Study (2014)
 - Saugatuck TOD Study (2017)
- Route 1 Corridor
- Business / economic development
- Residential development / housing needs
- Other development strategies including:
 - Smart growth strategies
 - Institutional development

Plan Theme – Infrastructure

How to provide facilities and services to support the type of community Westport wants to be

- Community facilities and services including:
 - Education
 - Public Safety
 - Public Works
 - Recreation
 - Other Government
- Vehicular transportation
- Pedestrians / bicycles / transit including:
 - Complete Street policies / approaches
- Utilities
- Resiliency including:
 - Emergency response / preparedness
 - Hazard mitigation
 - Long term adaptation / climate change

Strategy Review / Refinement

- Based on listening sessions and independent analysis by Planimetrics, review goals, policies and recommendations in the 2007 Plan with the Planning and Zoning Commission
- Suggest possible policies and strategies
- Assist the Planning and Zoning Commission refine and update strategies to reflect anticipated needs over the next 10 to 20 years

3 Plan Preparation & Adoption

The third phase focuses on preparing and adopting the updated POCD. Specific tasks include:

Plan Preparation and Refinement

- Prepare a first draft of the Plan (including maps)
- Utilize social media and other Town resources to receive and disseminate information
- Review the first draft of the Plan with the Planning and Zoning Commission
- Based on Commission discussion, prepare an updated draft POCD (including updated maps) and an implementation schedule
- It is anticipated the draft POCD will identify changes to current regulations to implement the strategies of the POCD

Community Meeting(s)

- Organize and facilitate one (1) public meeting on the updated Draft POCD
- Utilize social media and other Town resources to receive and disseminate information
- Present the updated Draft POCD for community feedback

Finalize Proposed POCD

- Meet with the Planning and Zoning Commission to review input and determine additional edits to the updated Draft POCD and maps
- Prepare the "proposed" POCD (including maps)

Public Hearing On Adoption

- Present the proposed Plan at the public hearing on adoption (1 meeting)

Planning and Zoning Commission Review

- Review public comments with the PZC and determine final edits to the proposed Plan and maps
- Assist the Planning and Zoning Commission with Plan adoption

Plan Completion

- Prepare the adopted Plan and maps for final printing
- Deliver all materials to the Town upon project completion:

The POCD update will be a "strategic update." In other words, it is anticipated that the organization of the 2007 POCD will essentially be retained and the goals, policies and objectives will be updated and refined to reflect current and anticipated issues facing Westport. New chapters may be added as needed to address community issues.

Conceptual Schedule

Due to the requirements of CGS 8-23, it is understood that it is the Town's desire for the POCD to be adopted prior to October 25, 2017. The following schedule is consistent with these parameters.

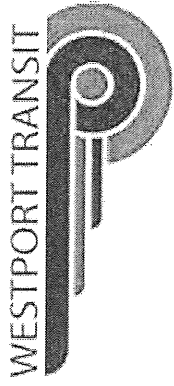
	2016				2017											
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1. ISSUES SCOPING																
Preparation / Material Review																
PZC Kick-off Meeting																
Public Scoping Workshop																
Deliver Issues & Topics Report																
2. PLAN REVIEW / REFINEMENT																
Strategy Review / Refinement																
Town Board / Commission Input																
3. PLAN REVIEW / ADOPTION																
Plan Preparation																
POCD Review																
Community Meeting (s)																
Finalize Proposed POCD																
Statutory Notice Period																
Public Hearing																
Plan Adoption																
Plan Completion																

POCD Adoption = By October 25, 2017

This schedule is predicated on one meeting per month (or more) with the Planning and Zoning Commission dedicated to the POCD update.

Fee Arrangement

1. ISSUES SCOPING		\$15,000
Preparation / Material Review		
Conditions / Trends Review		
Planning and Zoning Commission Scoping		
Public Scoping Workshop		
Issues & Topics Report		
2. PLAN REVIEW / REFINEMENT		\$30,000
Plan Review / Refinement		
Town Board / Commission Input		
3. PLAN REVIEW / ADOPTION		\$20,000
Plan Preparation		
POCD Review / Refinement		
Community Meeting		
Finalize Proposed POCD		
Statutory Notice Period		
Public Hearing		
Plan Adoption / Plan Completion		
Professional Services Subtotal		\$65,000
4. PROJECT EXPENSES / ALLOWANCES		
GIS mapping	Included	
Electronic delivery of work products	Included	
Allowance For Printing / Delivery	\$5,000	
Buildout Analysis With Traffic Volume Modelling	Excluded	
Basic Agreement		\$70,000
Allowance For Possible Telephone Survey (N = 400 completed surveys) if authorized by the Town (to be conducted by Great Blue Research)	\$10,000	
Allowance For Possible On-Line Survey (Survey Monkey) if authorized by the Town	\$2,500	
Possible Project Total		\$82,500



Presentation to Westport Board of Finance

October 13, 2016

Westport Transit District: March – July 2016

- Board of Finance and RTM approve FY17 budget prepared by NTD.
- Learning WTD operations and economics.
- Interviewed quantitative survey companies; engaged Beresford Research.
 - Preliminary development of WTD survey.
- CT budget challenges impact Norwalk Transit. Will likely impact WTD in the future.
- NTD notified WTD about FY17 Budget issue in July.

FY 17 Budget Issue

- NTD determined that costing of Westport services was not done correctly. In July, WTD receives new FY17 budget info.
 - Significant portion of the cost of providing Westport Door-to-Door services was not previously charged to Westport.
- WTD, with assistance from Town of Westport financial management, performed a detailed review of NTD data and methodologies.
 - New calculations appear reasonable and fair to Westport.
 - WTD then adjusted NTD FY17 projection to reflect continued upward trend in Town-to-Town ridership.
- Economics of Door-to-Door services is quite different than previously understood.

Door-to-Door Services

- CT DOT reimburses the cost of ADA mandated Door-to-Door trips (not covered by fares) that start and end within $\frac{3}{4}$ mile of a “fixed route” such as the Coastal Link (“ADA trips”).
- Westport funds WTD to subsidize cost of Door-to-Door trips:
 - “Within Westport” trips for: (a) Westport senior citizens and (b) citizens with disabilities -- that are not ADA trips. (Up to \$31,600 of the cost of certain trips for people with disabilities is funded by CT.)
 - “Town-to-Town” trips to CT communities to our west (and Weston / Wilton) for citizens with disabilities – that are not ADA trips.

Door-to-Door services (cont'd)

- The cost of these Door-to-Door services is difficult to forecast because we currently offer an “on demand” service utilized primarily by a small number of frequent users. (Trips are reserved a day in advance.)
- Meeting the needs of senior citizens and citizens with disabilities is a high priority for Westport and the WTD.

Some Door-to-Door statistics (excluding ADA trips)

	Seniors	
	Citizens w/Disabilities <u>"Within Westport"</u>	Citizens w/Disabilities <u>"Town-to-Town"</u>
<u>Number of trips:</u>		
FY16	2,271	2,478
FY15	2,472	1,827
FY14	2,359	1,424
FY13	2,332	1,320
FY12	2,375	1,426

Number of people who used the service in FY16

44

73

Frequent users

6 riders = 68% of trips.

In July / August:

1,175 trips to Senior center by 6 people

10 riders = 70% of trips.

Some Door-to-Door Statistics (cont'd)

	Seniors Citizens w/Disabilities <u>"Within Westport"</u>	Citizens w/Disabilities <u>"Town-to-Town"</u>
Typical destinations	Senior center Job / Y	Norwalk Hospital Rehab / Job
Trips taken by citizens with disabilities	99%	100%
Approximate % of trips with passengers needing wheelchairs	2%	40%
Dedicated Westport vehicles	2	None

Westport FY17 WTD Funding Requirement
(Before any Changes)

	<u>Original</u>	<u>WTD 10/11</u>	<u>Impact on Funding need</u>
(\$000)			
Door-to-Door	\$85.0	\$270.4	\$185.4
Commuter Shuttle	<u>207.6</u>	<u>188.3</u>	<u>-19.3</u>
Total	\$292.6	\$458.7	\$166.1

Projected Impact of Cost Reduction Initiatives (\$000)

Total required Westport funding
without changes noted below **\$458.7**

Elimination of dedicated vehicles (9 months) -67.5

Initiatives, with public comment to come

Elimination of 4 shuttle trips (6 months) -4.0

Fare increases (6 months) -7.1

Net required Westport funding **\$380.1**

Original FY17 Budget 292.6

Additional FY17 funding requirement **\$87.5**

Identification of Door-to-Door Alternatives

- Appropriate transportation for citizens with disabilities and seniors is a high priority.
- WTD has been working with Westport Human Services and others to help identify and evaluate more cost-effective delivery models.
- Researching transportation services provided to seniors and people with disabilities in selected Fairfield county communities:
 - Review of other town, city websites / Calls with Human Services departments
 - Meeting with Greenwich TAG
 - Calls with other non-profit transportation providers
 - Review of Greenwich and Stamford “taxi voucher” programs.

Identification of Door-to-Door Alternatives (cont'd)

- Each community has its own policies and delivery models based on history and other factors such as proximity to medical facilities.
- Several communities have active involvement of non-profit organizations.
- Preliminary meetings with some potential alternative service providers.
- Research to-date suggests there are opportunities for additional cost savings in FY18.
 - NTD implementation of new trip accounting software will probably increase costs to WTD of current Door-to-Door services in FY18.
- Policy questions will be framed for Westport elected officials to consider.

Next Steps

- Board of Finance consideration of WTD supplemental appropriation request – November 2nd.
- Continuing evaluation of alternatives for Door-to-Door services, and development of new delivery model.
 - Team will work with senior citizens and people with disabilities on any alternative service models, including transition support.
- Hearings for fare increase proposals and elimination of 4 low ridership commuter shuttle trips.
- WTD survey of Westport residents, WTD riders and local employees.
- Determination of resources necessary for operation of WTD.