



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

Canceled Executive Session
Revised Item 1, 12 & 16
and added item 2 & 3

NOTICE OF EXECUTIVE SESSION - CANCELED

The Board of Finance will hold a Special Meeting on **Wednesday, September 4, 2019 at 7:00 p.m.** in **Room 201/201A of Town Hall** for the following purpose. It is anticipated that the Board of Finance will vote to go into Executive Session for such discussions:

1. To discuss the lease of town property.

NOTICE OF PUBLIC MEETING-REVISED

The Board of Finance will hold its Public Meeting on **Wednesday, September 4, 2019 at 8:00 p.m.** in **Room 201/201A of Town Hall** for the following purposes:

AGENDA

1. To approve the Board of Finance Minutes of the June 24, 2019 Special Meeting, July 8, 2019 Special Meeting and the July 10, 2019 Regular Meeting.
2. To review the 2020 Board of Finance Calendar. (Discussion Only)
3. Liability Review from the Finance Director. (Discussion Only)
4. Financial Report and end of Fiscal Year Update from the Finance Director. (Discussion Only)
5. Coleytown Middle School Status Update from Sheri Gordon and Mike Rea. (Discussion Only)
6. Facility Management and Shared Services Update. (Discussion Only)
7. Status Update from the Audit Manager. (Discussion Only)
8. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease between the Town of Westport and Officer Jonathan Lauria for the lease of Cabin #1 at Longshore Club Park.
9. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property known as the Linxweiler House located at 655 Post Road East.
10. Upon the request of the Town Attorney's office and in accordance with §C6-2 of the Town Charter, to recommend a lease renewal between the Town of Westport and Homes with Hope, Inc. for Town-Owned property known as the Gillespie Center located at 45 Jesup Road.

11. Board of Education 4th quarter Financial Report from the Chief Financial Officer. (Discussion Only)
12. Upon the request of the Superintendent of Schools, to approve a supplemental appropriation in the amount of \$211,789.00 to the FY 2018-2019 budget for the Health Insurance Account.
13. Upon the request of the Superintendent of Schools, to approve a request to waive the August 31st deadline contained within the Memorandum of Agreement, dated August 31, 2015, by and between the Board of Education and Board of Finance establishing the Board of Education Carryover Account.
14. Upon the request of the Superintendent of Schools, to approve a transfer from unaudited unexpended 2018-2019 operating funds of the Board of Education to the BOE Carryover Account.
15. In accordance with C.G.S. Section 10-222a and upon the request of the Superintendent of Schools, to approve an appropriation of \$131,502.29 to the 2018-2019 Budget, BOE Rentals & Reimbursements Expenditure Account.

16. Upon the request of the Finance Director, to approve the following requests for carryover amounts:

<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a. Parks & Rec	Facility Maint & Tree Care	\$15,000.00	Deferred Maintenance
b. Parks & Rec	Tree Replacement & Restore	\$11,000.00	Deferred Maintenance
c. Parks & Rec	P&R Special Maintenance	\$10,000.00	Deferred Projects
d. P&R-Golf	Facility Improvements	\$64,000.00	Deferred Projects
e. Police	Uniform Allowance	\$10,223.01	New Hire Uniforms
f. Railroad	Facility Improvement	\$4,452.90	Curbing and Railing Repairs
g. Town Clerk	MERS-Town Clerk Fee	\$1,456.63	Per State Statue CGS §7-34a(d)
h. WAAC	Arts Advisory Council	\$5,998.33	Arts Programs
i. WTD	Marketing	\$6,473.01	Microtransit & Marketing

17. Upon the request of the Finance Director, to close the Fiscal Year 2018-19 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.
18. Upon the request of the Director of Public Works, to approve an appropriation of \$550,000.00 along with bond and note authorization to the Municipal Improvement Fund Account 30503310-500177 for the replacement of one 928G Caterpillar Front End Loader, one John Deere 710 Backhoe, and one Ford F550 Aerial Lift Truck.
19. Upon the request of the Director of Public Works, to approve an appropriation of \$310,000.00 from the Capital and Non-Recurring Account #31503310-500178 for the replacement of one Bobcat Compact Loader, one Ford F350 Utility Body with Lift Gate and one Elgin Street Sweeper.
20. Upon the request of the Director of Public Works, to approve an appropriation of \$120,000.00 to the Sewer Reserve Fund Account #32003330-500179 for the replacement of one F350 Utility Body with Crane.

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 BOARD OF FINANCE SPECIAL MEETING

The Board of Finance held a Special Meeting on **Monday, June 24, 2019 at 8:00 p.m.** in **Room 201/201A of Town Hall** to discuss the Coleytown Middle School construction proposals. (Discussion Only)

Attendees: N. Dupier, S. Gordon, L. Caney, J. Westphal, B. Stern, A. Moore and M. Rea (M. Rea participated by phone)

DRAFT MINUTES OF EXECUTIVE SESSION

After the conclusion of the Special Meeting at 10:15 pm on Monday, June 24, 2019 in Room 201/201A of Town Hall, the Board of Finance voted to go into Executive Session to discuss line item expenditures related to the Coleytown Middle School construction project. Motion to approve by S. Gordon, seconded by L. Caney. Vote was unanimous (7-0-0).

Attendees: N. Dupier, S. Gordon, L. Caney, J. Westphal, B. Stern, A. Moore and M. Rea (M. Rea participated by phone)

At 10:35 pm, upon the motion of A. Moore and seconded by N. Dupier, the Board of Finance voted to go out of Executive Session. Vote was unanimous (7-0-0).

At 10:35 pm, upon the motion of B. Stern and seconded by S. Gordon, the Board of Finance voted to adjourn. Vote was unanimous (7-0-0).

Minutes were submitted by acting secretary L. Caney.



WESTPORT CONNECTICUT
BOARD OF FINANCE

DRAFT MINUTES OF BOARD OF FINANCE SPECIAL MEETING

The Board of Finance held a Special Meeting on **Monday, July 8, 2019 at 8:00 p.m.** in **Room 201/201A of Town Hall** for the following purpose:

Attendees: B. Stern, M. Rea, J. Westphal, A. Moore, L. Caney, N. Dupier, S. Gordon.

AGENDA

1. Upon the request of the Deputy Director of Public Works, it is requested the Board of Finance approve a special appropriation of \$31,972,235.00 along with bond and note authorization to the Municipal Improvement Fund Account #30506650-500180 for the design and construction to restore Coleytown Middle School.

Motion to amend resolution by M. Rea and seconded by J. Westphal is as follows: Upon the request of the Deputy Director of Public Works, it is requested the Board of Finance approved a special appropriation of \$31,972,235.00 along with bond and note authorization to the Municipal Improvement Fund Account #30506650-500180 for the design, construction and restoration of a 6th-8th grade Coleytown Middle School facility. Motion carried by a vote of Five (5) FOR – Rea, Westphal, Stern, Moore, Dupier to Two (2) AGAINST – Caney, Gordon.

Motion to approve main resolution as amended made by M. Rea, second by B. Stern approved unanimously (7-0-0)

At 9:25 P.M. motion to adjourn by L. Caney, second by J. Westphal approved unanimously (7-0-0)



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

DRAFT MINUTES OF EXECUTIVE SESSION

The Board of Finance held a Special Meeting on **Wednesday, July 10, 2019** at **7:30 p.m.** in **Room 201/201A of Town Hall** for the following purpose. It is anticipated that the Board of Finance will vote to go into Executive Session for such discussions:

Attendees: B. Stern, M. Rea, J. Westphal, L. Caney, A. Moore, N. Dupier, S. Gordon (7:33 P.M.)

Motion to go into Executive session by L. Caney, second by N. Dupier- vote unanimous 6-0-0

1. To discuss public safety risks in anticipation of the 2021 capital budget.

At 8:07 P. M. motion to go out of executive session by L. Caney, second by A. Moore - vote unanimous 7-0-0.

DRAFT MINUTES OF BOF PUBLIC MEETING

The Board of Finance held its Public Meeting on **Wednesday, July 10, 2019** at **8:08 p.m.** in **Room 201/201A of Town Hall** for the following purposes:

Attendees: Stern, Rea, Dupier, Moore, Westphal, Gordon, Caney

AGENDA

1. Approved the Board of Finance Minutes of the June 5, 2019 Regular Meeting. Motion to approve. N. Dupier, second A. Moore- Vote unanimous 7-0-0.
2. Approved the request of the Assessor, for an appropriation of \$410,000.00 to the Capital and Non-Recurring Account #31501154-500175, for the 2020 Revaluation of all Properties in Westport for the October 1, 2020 Grand List. Motion to approve L. Caney, second, S. Gordon -vote unanimous 7-0-0.
3. Financial Report from the Finance Director. (Discussion Only)
4. Coleytown Middle School Status Update from Sheri Gordon and Mike Rea. (Discussion Only)
5. Upon the request of the Deputy Chief of Police, approved an appropriation of \$608,740.00 to the Railroad Parking Reserve Expense Account #29002219-588000, for the Redesign and Construction of the Franklin Street Parking Area and Adjacent Lot #7. Motion to approve by M. Rea, second by S. Gordon- vote was unanimous 7-0-0. (Moved from #8)
6. Facility Management and Shared Services Update. (Discussion Only) (Moved from #5)

The BOF Chair requested that the Administration/P&R Commission report on golf usage and revenue at next regular meeting.

7. Status Update from the Audit Manager. (Discussion Only) (Moved from #6)
8. Liability Review from the Finance Director. (Discussion Only) Item was postponed until next regular meeting as there was technical difficulty with power point presentation. (Moved from #7)

At 9:52 P.M. a motion to adjourn by S. Gordon, second by L. Caney - vote unanimous 7-0-0.

BOARD OF FINANCE SCHEDULE – 2020 CALENDAR-DRAFT

*(UNLESS OTHERWISE NOTED, ALL MEETINGS BEGIN AT 8:00 PM IN ROOM 201/201A)

MEETING DATE (WED)	MEETING DESCRIPTION	AGENDA DEADLINE
Jan. 6, 2020 (MON)	BOARD OF EDUCATION MEETING (7:30 PM – SHS Cafeteria) <i>Preliminary Budget Discussion with BOF</i>	
Jan. 8, 2020	REGULAR MEETING <i>Including discussion of expectations for the 2020-21 budget, Reserve Fund Review, Capital Plan Review, and Town and BOE Risk Analysis</i>	Dec. 16, 2019
Feb. 5, 2020	REGULAR MEETING (<i>BOE 2nd QTR Financial Report</i>)	Jan. 20, 2020
Feb. 10, 2020 (MON)	BUDGET MEETING (6:30 PM – Town Hall, Room 309) <i>Informal Workshop: Parks & Recreation, Public Works, General Government, Pensions, Insurance, Miscellaneous, Transfers</i>	
Feb. 13, 2020 (THUR)	BUDGET MEETING (1:00 PM - 5:00 PM – Town Hall, Room 201/201A) <i>Informal Workshop: Library, Earthplace, Transportation, Health, Human Services, Police, Fire</i>	
Mar. 4, 2020	REGULAR MEETING <i>Selectman & BOE Budget Presentations/Summary</i>	Feb. 17, 2020
Mar. 10, 2020 (TUE)	BUDGET MEETING (7:30 PM – Town Hall, Room 201/201A) <i>Formal Budget Meeting (Town, Railroad Parking, Sewer, & Wakeman)</i>	
Mar. 11, 2020 (WED)	(If needed Mar. 11, 2020 budget meeting 7:30 PM in the auditorium)	
Mar. 12, 2020 (THUR)	BUDGET MEETING (7:30 PM – Town Hall, Auditorium) <i>Formal Budget Meeting (Board of Education)</i>	
Apr. 1, 2020	REGULAR MEETING <i>Budget Restorations/Final Recommendations</i>	Mar. 16, 2020
May 20, 2020	REGULAR MEETING <i>BOE 3rd QTR Financial Report/Set Tax Rate/Appoint Auditor</i>	May 4, 2020
June 3, 2020	REGULAR MEETING	May 18, 2020
July 8, 2020	REGULAR MEETING	June 22, 2020
Aug. 5, 2020	REGULAR MEETING (<i>BOE 4th QTR Financial Report</i>)	July 20, 2020
Sept. 2, 2020	REGULAR MEETING	Aug. 17, 2020
Oct. 7, 2020	REGULAR MEETING	Sept. 21, 2020
Nov. 4, 2020	REGULAR MEETING (<i>BOE 1st QTR Financial Report</i>)	Oct. 19, 2020
Dec. 2, 2020	REGULAR MEETING (<i>Including Liability Review</i>)	Nov. 16, 2020
Jan. 6, 2021	REGULAR MEETING <i>Including discussion of expectations for the 2021-22 budget</i>	Dec. 14, 2020



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Brian Stern, Chair, Board of Finance

CC: Gary Conrad, Finance Director

From: Eileen Lavigne Flug, Assistant Town Attorney *EF*

Date: August 19, 2019

Re: Residential Lease – Cabin #1 – 260 Compo Road South

Please add to your next available agenda the above-referenced lease for Cabin #1 at Longshore.

Attached is an authorization from First Selectman Jim Marpe to add this lease to your agenda, a term sheet for the lease, and a copy of the lease.

Please let me know if you would like any additional information for your meeting.

Thank you.



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: James S. Marpe, First Selectman

From: Eileen Lavigne Flug, Assistant Town Attorney *ELF*

Date: August 19, 2019

Re: Residential Lease – Cabin #1 - 260 Compo Road South

I request that the proposed lease of Cabin #1 at Longshore Club Park be included on the September 4, 2019, agenda of the Board of Finance.

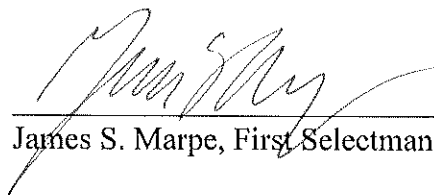
In accordance with the terms of the Town's Policy for Rental of Residential Housing Units, the rental of this property was first offered to Town employees. Four employees expressed interest. A drawing was held in the Personnel Office on August 6, 2019, and Officer Jonathan Lauria was chosen.

The lease term will be for one year. The rental amount is the fair market rent of \$1,325.

Officer Lauria would like to commence renting on September 16, 2019. If the Board of Finance recommends the lease, final approval will be scheduled for the Board of Selectmen's meeting on September 11, 2019.

If you have any questions or need any further information, please let me know.

Approved for Submission to Board of Finance



James S. Marpe, First Selectman

cc: Jen Fava, Director, Parks & Recreation
Rick Giunta, Parks & Recreation



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Board of Finance

From: Eileen Lavigne Flug, Assistant Town Attorney *ELF*

Date: August 19, 2019

Re: Residential Lease – Cabin #1 – 260 Compo Road South

In accordance with §C6-2 of the Town Charter, I am requesting your recommendation of a lease of Cabin #1 at Longshore Club Park to Officer Jonathan Lauria.

Attached is a copy of the proposed lease and a lease term sheet outlining its terms.

I will be attending your September 4 meeting to present this lease. Meanwhile, please feel free to call with any questions.

cc: James S. Marpe, First Selectman
Jen Fava, Director, Parks & Recreation
Rick Giunta, Deputy Director, Parks & Recreation

**BOARD OF FINANCE
LEASE TERM SHEET**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Jonathan Lauria
3. **PROPERTY LOCATION:** 260 Compo Road South, Cabin #1
4. **RENT:** \$1,325/month
5. **TERM:** One year commencing September 16, 2019
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** \$1,325.00
8. **TOWN SERVICES REQUIRED:** Town is responsible for major maintenance and repair involving anticipated or actual costs in excess of \$250.00.

DATE SCHEDULED FOR BOARD OF SELECTMEN: It is anticipated that this lease will be presented to the Board of Selectmen at its September 11, 2019, meeting.

Prepared By: Eileen Lavigne Flug, Assistant Town Attorney
Date: August 19, 2019

TOWN OF WESTPORT
LEASE AGREEMENT

I. PARTIES

This Lease made the ___ day of _____ 2019, between the Town of Westport, (hereinafter referred to as "Town"), and Jonathan Lauria (hereinafter referred to as "You").

II. PREMISES

The Town of Westport has rented to You and You have rented from the Town the premises at 260 Compo Road South, Cabin 1, Westport, Connecticut, together with any fixtures and appliances contained therein (hereinafter the "Premises").

You have examined the Premises and as of the date of this Lease, they are in good order and repair.

III. TERM

Unless earlier terminated, the term of this lease shall be for one year commencing September 15, 2019 and ending on September 14, 2020.

IV. RENT; SCHEDULE OF PAYMENTS

Commencing on September 16, 2019 ("Commencement Date") and continuing through September 15, 2020, You agree to pay a monthly rent of One Thousand Three Hundred Twenty-Five Dollars (\$1,325.00), with the first and last partial months pro-rated as provided in this paragraph. Payment shall be made on or before the first day of every month during the term of the Lease, except that one-half of the monthly rent (\$662.50), for the partial first month (September 16, 2019 to September 30, 2019), is due on or before September 16, 2019. One-half of the monthly rent (\$662.50), for the partial last month (September 1, 2020 to September 15, 2020) shall be due and payable on or before September 1, 2020. Payments shall be made at the Department of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880.

V. SECURITY DEPOSIT

You have deposited with the Town the sum of One Thousand Three Hundred Twenty-Five Dollars (\$1,325.00) as a security for the full performance by You of all of Your covenants and agreements in this Lease. Upon Your full compliance with the terms hereof, the security will be returned to You, together with interest thereon as required by law, after the termination of the Lease.

VI. YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.
2. You shall pay all charges for all operating expenses and all utilities on the Premises, including, but not limited to fuel, telephone, gas, electric service, and garbage removal.
3. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises. You shall be responsible for snow removal.
4. You shall make no alterations in the Premises, including painting and wallpapering, without the Town's prior approval. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises.
5. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
6. You shall keep all furniture, fixtures and appliances that are included in the Lease in good order and repair, and You shall, at Your own expense, make all repairs to any furniture, fixtures or appliances resulting from your misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.
7. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as may relate to the Premises. You shall be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations and ordinances.
8. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall not use or permit the Premises to be used except as a private residence. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession or trade of any kind.
9. The Premises shall be occupied by no more than two adult persons without the prior, written consent of the First Selectman.
10. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without prior notice to the Town and its written approval.
11. You shall permit the Town or its agents, to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.
12. You shall permit the Town or its agents to enter the Premises at reasonable times, upon reasonable notice to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.

13. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.
14. You shall keep all furniture, fixtures and appliances that are included in the Lease in good order and repair, at Your own expense.
15. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.
16. You agree to leave the oil tank full at the end of the Lease.
17. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.
18. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.

VII. TOWN'S PROMISES AND OBLIGATIONS

1. The Town represents that it has good right to Lease the Premises to You.
2. The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.
3. The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.
4. If the Premises shall be partially damaged by fire or other causes (other than Your fault or negligence), the Town shall make the repairs as speedily as possible, at its expense. There shall be an abatement of rent for the time during which the Premises are damaged.
5. If the Premises are rendered unusable by fire or other casualty, You may vacate the Premises and terminate this Lease. If You decide to terminate the Lease, You must notify the Town in writing within 14 days after vacating that You are terminating the Lease. The Town shall then adjust the rent proportionately.

VIII. ANIMALS

No pets or animals of any kind shall be permitted on the Premises without the prior consent of the Town.

IX. TERMINATION

1. The Town shall have the right to terminate this Lease, if:
 - (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.
 - (b) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.
2. If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises.
3. If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.
4. If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses. You will also pay the Town reasonable attorney fees and court costs in the event of any holdover rental.
5. If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

XI. ABANDONMENT

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and is hereby relieved of all liability for doing so.

XII. HOLDOVER BY YOU

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days written notice served by either You or the Town on the other party.

XIII. GENERAL

1. This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.
2. You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.
3. Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

XIV. INDEMNIFICATION

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

XV. FAIR HOUSING POLICY

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the _____ day of _____, 2019.

WITNESSES:

By: James S. Marpe
First Selectman

STATE OF CONNECTICUT)
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

Personally appeared James S. Marpe as First Selectman of the Town of Westport, a Municipal Corporation, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed and the free act and deed of the Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

WITNESSES:

By: Jonathan Lauria

STATE OF CONNECTICUT)
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

Personally appeared Jonathan Lauria, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____



WESTPORT, CONNECTICUT

OFFICE OF THE TOWN ATTORNEY

EILEEN LAVIGNE FLUG
ASSISTANT TOWN ATTORNEY

MEMORANDUM

To: Brian Stern, Chair, Board of Finance

CC: Gary Conrad, Finance Director
Jeff Wieser, President and CEO, Homes with Hope, Inc.

From: Eileen Lavigne Flug, Assistant Town Attorney *ELF*

Date: July 16, 2019

Subject: Homes with Hope, Inc. Leases for Gillespie Center and Linxweiler House

Please add to your next available agenda the following lease renewals to Homes with Hope, Inc. for the premises at:

- Linxweiler House, 655 Post Road East, and
- 45 Jesup Road (Gillespie Center)

Both of these leases expire in November 2019, and both require the approval of the Planning and Zoning Commission, Board of Finance, and Board of Selectmen for lease renewal. They have been approved by the Planning and Zoning Commission.

Attached is an authorization from First Selectman Jim Marpe to add these leases to your agenda, term sheets for the leases, and the leases themselves.

Please let me know if you have any questions.

Thank you.

LEASE TERM SHEET
For Lease between the Town of Westport
And
Homes with Hope, Inc.
For Town-Owned Property located at
Linxweiler House, 655 Post Road East, Westport, CT

1. **LANDLORD:** Town of Westport
2. **TENANT:** Homes with Hope, Inc.
3. **PROPERTY LOCATION:** Linxweiler House, 655 Post Road East
4. **RENT:** \$1.00/year
5. **TERM:** 10 Years: November 1, 2019 – October 31, 2029
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** None
8. **TOWN SERVICES REQUIRED:** None
9. **COMMENTS:** This continues a longstanding relationship with Homes with Hope, Inc., formerly known as Interfaith Housing, which began using this location as a shelter and base for the rehabilitation of homeless men in 1985. The 2009 lease renewal permitted the use of the premises for the purposes of providing emergency shelter for a family. A January 2019 lease amendment permits the use of the premises either for the purpose of providing emergency shelter or for supportive housing, for one or two families totaling no more than 5 individuals, and this use is proposed to be continued. Section II of the existing lease provides that a renewal of the lease requires approval of the Planning and Zoning Commission, the Board of Finance, the Board of Selectmen and any other necessary Town board and/or commission.

Prepared By: Eileen Lavigne Flug, Assistant Town Attorney
Date: June 20, 2019

LEASE TERM SHEET
For Lease between the Town of Westport
And
Homes with Hope, Inc.
For Town-Owned Property located at
45 Jesup Road, Westport, CT (Gillespie Center)

1. **LANDLORD:** Town of Westport
2. **TENANT:** Homes with Hope, Inc.
3. **PROPERTY LOCATION:** 45 Jesup Road (Gillespie Center)
4. **RENT:** \$1.00/year
5. **TERM:** 10 Years: November 1, 2019 – October 31, 2029
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** None
8. **TOWN SERVICES REQUIRED:** None
9. **COMMENTS:** This continues a longstanding relationship with Homes with Hope, Inc. (formerly known as Interfaith Housing), which has been using this location as a homeless shelter since 1989. This proposed lease is a renewal of the current ten year lease. As before, the premises will be used solely for the purposes of providing shelter and support services for the homeless. Section II of the existing lease provides that a renewal of the lease requires approval of the Planning and Zoning Commission, the Board of Finance, the Board of Selectmen and any other necessary Town board or commission.

Prepared By: Eileen Lavigne Flug, Assistant Town Attorney
Date: June 20, 2019

DRAFT
Lease Agreement
Between the Town of Westport
and
Homes with Hope, Inc.
for Town-Owned Property known as the Linxweiler House located at
655 Post Road East, Westport, CT

THIS LEASE, dated as of the 1st day of November, 2019, is entered into between the Town of Westport, a Municipal Corporation chartered and existing under the laws of the State of Connecticut, acting herein by James S. Marpe, its First Selectman, hereunto duly authorized (hereinafter call the "LESSOR") and Homes with Hope, Inc., with its principal office at 49 Richmondville Avenue, Suite 212, Westport, CT 06880 (hereinafter called the "LESSEE"), acting herein by Jeffrey Wieser, its President, duly authorized.

I. PREMISES

The LESSOR hereby demises and leases unto the LESSEE and the LESSEE hereby leases from the LESSOR for the term and subject to the LESSEE covenants and upon the rentals hereinafter specified, the premises known as "The Linxweiler House" together with the real property located at 655 Post Road East, Westport, Connecticut, as more particularly described on a map entitled "Map of Property to be conveyed to the Town of Westport by the Estate of Joanna Linxweiler, Westport Conn." on file in the Westport land records as map # 8137 and attached as Exhibit A (hereinafter called the "Premises"). The Premises shall be delivered to LESSEE in "as is" condition with no covenants by LESSOR.

II. TERM

The term of this Lease shall commence on the date first above written (hereinafter the "Commencement Date") and unless earlier terminated pursuant to the provisions of paragraph XII hereof, shall expire on the date which is ten (10) years from the Commencement Date. Any renewal of this Lease is subject to and contingent upon the prior written consent of the LESSOR and upon the approval of the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen of the Town of Westport and any other necessary Town of Westport board and/or commission.

III. USE OF THE PREMISES

The Premises shall be used by the LESSEE either for the purposes of providing emergency shelter or for supportive housing, for one or two families totaling no more than five individuals.

IV. RENT

During the term of this lease, LESSEE covenants and agrees to pay the LESSOR rent in the amount of One Dollar (\$1.00) per year. The first payment shall be due on the

Commencement Date and subsequent payments shall be due on the same date of each year thereafter during the term of this Lease.

V. LESSEE COVENANTS

The LESSEE covenants:

- A. That it shall pay all costs of maintaining the Premises, which shall include any structural or mechanical repairs as well as all costs of fuel, water, electricity, custodial services, refuse removal, lawn maintenance, and snow removal. The building shall be routinely maintained to ensure that the structure and its mechanical systems are not allowed to deteriorate over the term of the Lease.
- B. That it shall keep the Premises and the fixtures and appurtenances therein in good repair and shall commit no act of waste, nor suffer the same to be committed.
- C. That it shall, at its own expense, promptly observe and comply with all present and future statutes, codes (including fire safety codes), laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations of any governmental authority having jurisdiction over the Premises, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and LESSEE shall pay all costs, claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of LESSEE to comply with the covenants of this paragraph.
- D. That it shall comply promptly with requirements of the Connecticut Fire Safety Code and shall be responsible for any and all work, major and minor, including but not limited to renovations and structural alterations at any time during the term of this Lease or any renewals hereof in order to bring the Premises into compliance with said Code. All work shall be done by appropriately licensed professionals. If LESSEE fails to comply with the Fire Safety Code, LESSOR may, at its option and subject to an appropriation if necessary, undertake the work to bring the Premises up to code in which case LESSEE agrees to reimburse LESSOR for any expenses incurred within thirty (30) days of the completion of said work.
- E. That it shall observe and comply with such further reasonable requests, rules and regulations as the LESSOR may prescribe on written notice to the LESSEE, for the safety, care and cleanliness of the Premises.
- F. That it shall not suffer anything to be done on the Premises which will increase the risk of fire and/or will increase the cost of fire insurance and maintenance on the Premises.

- G. Subject to the provisions of paragraph D, it shall not make any structural or external alterations, improvements or additions to the Premises without the LESSOR'S prior written permission and, if necessary, the prior written approval of the Westport Planning and Zoning Commission and/or the Public Site and Building Commission, provided however, that such permission may not be unreasonably withheld.
- H. That it shall keep all refuse, rubbish and garbage in a covered container, and shall remove such refuse and garbage via an outside agency at its own expense at regular intervals, and shall permit no incineration of trash in or about the Premises.
- I. That it shall not use electrical equipment which, in the LESSOR'S reasonable opinion, will overload the wiring installation in the Premises.
- J. That the LESSOR, or any agent thereof, shall have reasonable access to the Premises at all times for purposes of inspection or other valid reason.

VI. ASSIGNMENT OR SUBLETTING

LESSEE shall not assign this Lease in whole or in part, but LESSEE may sublet the Premises for the purpose of providing supportive housing in accordance with the provisions of Paragraph III hereof. Notwithstanding any sublease of the Premises, LESSEE shall remain responsible for complying with each and every term of this Lease and shall not permit any subtenant or any family members, guests or invitees of any subtenant to take any action that results in a breach of this Lease. LESSEE shall not permit any subtenant to sublet any portion of the Premises.

VII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, provisions and conditions on LESSEE'S and any subtenant's part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by LESSOR or any person claiming by or through LESSOR, except as expressly provided in this Lease.

VIII. DAMAGE OR DESTRUCTION

In the event the Premises shall be wholly or partly damaged by fire or other cause (other than through the fault or negligence of the LESSEE or any subtenant), the Premises may, at the LESSOR'S option and subject to an appropriation if necessary, be repaired at the expense of the LESSOR. If the structural repairs needed make the Premises dangerous for habitation, or the Premises are totally destroyed, or so extensively damaged as to render the remaining term of this Lease impracticable, the LESSOR may, at its option, terminate this Lease immediately.

IX. INSURANCE

Beginning not later than the Commencement Date and continuing throughout the term of the Lease, the LESSEE shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the LESSOR from claims that may arise out of or result from the LESSEE'S and any subtenant's obligation under this Lease and any sublease, whether such obligations are the LESSEE'S or those of a subcontractor or subtenant or any person or entity directly or indirectly employed by the LESSEE or by anyone for whose acts the LESSEE may be liable.

A. WORKERS COMPENSATION

The LESSEE shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the LESSOR.

B. Commercial General Liability Insurance:

The LESSEE shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000; and Fire Damage with an occurrence limit of \$500,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the LESSOR as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the LESSOR.
- The policy shall contain a waiver of subrogation in favor of the LESSOR.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of this Lease and all other agreements between the LESSOR and LESSEE.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the LESSOR.

C. Property Insurance:

The LESSEE shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

D. Umbrella Liability Insurance:

The LESSEE shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

X. INDEMNIFICATION

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR, its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death) or damage (including loss or destruction) to any property of whatsoever nature belonging to any person (including without limitation personal injury or property damage caused to or by any and all subtenants of the Premises and their families, invitees and guests), arising out of (or alleged to arise out of) the use and/or subletting of the Premises, and including without limitation any Losses and Damages arising out of or resulting from any subtenant's failure to leave the Premises at the end of the Term of this Lease set forth in Paragraph II hereof, and/or any subtenant's breach of any provision of any sublease. The indemnification and hold harmless provisions contained herein shall not apply to injury or damage sustained or incurred as the sole result of the negligence of the LESSOR, its agents, servants, representatives and employees.

LESSOR shall provide the LESSEE with prompt notice of any claim.

XI. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

- A. LESSEE'S failure to pay rent after the same shall become due.
- B. LESSEE'S failure to perform or comply with any provision, term, covenant, condition or obligation of this Lease and the continuance of such failure, without cure, for a period of thirty (30) days after receipt by LESSEE of notice in writing from LESSOR specifying in detail the nature of such failure. In the case of an obligation not capable of being cured within said thirty (30) day period, LESSEE will not be in default as long as LESSEE has commenced the cure promptly after the notice and thereafter continues to complete the cure.
- C. LESSEE'S use of the Premises in a manner inconsistent with paragraph III of this Lease.

XII. TERMINATION OF LEASE

LESSOR shall have the option to terminate this Lease:

1. Upon an event of default as described in paragraph XI.
2. Upon three (3) months written notice in the event that, through an act of God or other casualty beyond the control of the parties hereto, it becomes necessary for the LESSOR to utilize the Premises for an alternative purpose. The LESSOR will use its best efforts to utilize other Town of Westport property prior to terminating this Lease.
3. Upon eighteen (18) months written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical work performed by LESSEE costing \$5,000 or more in accordance with the following schedule: LESSOR shall reimburse 80% of the repair cost if the date of termination is within one year of the date of repair, 60% if within two years, 40% if within three years, and 20% if within four years. There will be no reimbursement if termination occurs later than four years after such repair.

In the event of termination LESSOR may recover possession of the Premises and may exercise any other remedy available under the law to LESSOR.

XIII. VACATING PREMISES AT END OF TERM

At the expiration of the Term, whether by lapse of time or for any other reason, LESSEE will surrender the Premises to LESSOR, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear, damage caused by conditions or events beyond LESSEE'S or any subtenant's control, and construction performed to implement the use herein excepted.

XIV. HOLDOVER

It is expressly understood that no hold-over shall be permitted without the written consent of LESSOR. In the event LESSEE shall, with the written consent of LESSOR, hold over the Premises beyond the initial term of this Lease, such holding-over shall be construed to be a tenancy from month to month and LESSEE shall hold the Premises upon the same terms and conditions as are stated in this Lease. No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR and either party may terminate the month to month tenancy upon thirty (30) days written notice.

XV. NOTICES

All written notices to be given hereunder by either party shall be addressed to:

LESSOR: First Selectman
 Town of Westport
 Town Hall
 110 Myrtle Avenue

LESSEE: Westport, CT 06880
President
Homes with Hope, Inc.
49 Richmondville Ave. #212
Westport, CT 06880

XVI. ENTIRE AGREEMENT

This Lease, including any exhibits attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing by the party to be charged.

XVII. SEVERABILITY

The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties have executed this Lease as of date first above written.

WITNESSES:

HOMES WITH HOPE, INC.

BY _____
Jeffrey Wieser
President

WITNESSES:

TOWN OF WESTPORT

BY _____
James S. Marpe
First Selectman

Approved as to Form:

Eileen Lavigne Flug
Assistant Town Attorney

**Approved as to Compliance
With the Town Charter:**

Gary G. Conrad
Finance Director

DRAFT
LEASE AGREEMENT
Between the Town of Westport
and
Homes with Hope, Inc.
For Town-Owned Property located at
45 Jesup Road, Westport, CT

THIS LEASE, dated as of the 1st day of November, 2019, is entered into between the Town of Westport, a Municipal Corporation chartered and existing under the laws of the State of Connecticut, acting herein by James S. Marpe, its First Selectman, hereunto duly authorized (hereinafter call the "LESSOR") and Homes with Hope, Inc., with its principal office at 49 Richmondville Avenue, Suite 212, Westport, CT 06880 (hereinafter called the "LESSEE"), acting herein by Jeffrey Wieser, its President, duly authorized.

I. PREMISES

The LESSOR hereby demises and leases unto the LESSEE and the LESSEE hereby leases from the LESSOR for the term and subject to the LESSEE covenants and upon the rentals hereinafter specified, the building located at 45 Jesup Road, Westport, Connecticut, (hereinafter called the "Premises"). The Premises shall be delivered to LESSEE in "as is" condition with no covenants by LESSOR.

II. TERM

The term of this Lease shall commence on the date first above written (hereinafter the "Commencement Date") and unless earlier terminated pursuant to the provisions of paragraph XII hereof, shall expire on the date which is ten (10) years from the Commencement Date. Any renewal of this Lease is subject to and contingent upon the prior written consent of the LESSOR and upon the approval of the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen of the Town of Westport and any other necessary Town of Westport board and/or commission.

III. USE OF THE PREMISES

The Premises shall be used by LESSEE solely for the purposes of providing shelter and support services for the homeless, which shall include but is not limited to, operating a community kitchen and appropriate related services.

IV. RENT

During the term of this lease, LESSEE covenants and agrees to pay the LESSOR rent in the amount of One Dollar (\$1.00) per year. The first payment shall be due on the Commencement Date and subsequent payments shall be due on the same date of each year thereafter during the term of this Lease.

V. LESSEE COVENANTS

The LESSEE covenants:

- A. That it shall pay all costs of maintaining the Premises which shall include any structural or mechanical repairs as well as all costs of fuel, water, electricity, custodial services, refuse removal, and lawn maintenance. The building shall be routinely maintained to ensure that the structure and its mechanical systems are not allowed to deteriorate over the term of the Lease.
- B. That it shall keep the Premises and the fixtures and appurtenances therein, in good repair and shall commit no act of waste, nor suffer the same to be committed.
- C. That it shall, at its own expense, promptly observe and comply with all present and future statutes, codes (including fire safety codes), laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations of any governmental authority having jurisdiction over the Premises, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and LESSEE shall pay all costs, claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of LESSEE to comply with the covenants of this paragraph.
- D. That it shall comply promptly with requirements of the Connecticut Fire Safety Code and shall be responsible for any and all work, major and minor, including but not limited to renovations and structural alterations at any time during the term of this Lease or any renewals hereof in order to bring the Premises into compliance with said Code. All work shall be done by appropriately licensed professionals. If LESSEE fails to comply with the Fire Safety Code, LESSOR may, at its option and subject to an appropriation if necessary, undertake the work to bring the Premises up to code in which case LESSEE agrees to reimburse LESSOR for any expenses incurred within thirty (30) days of the completion of said work.
- E. That it shall observe and comply with such further reasonable requests, rules and regulations as the LESSOR may prescribe on written notice to the LESSEE, for the safety, care and cleanliness of the Premises.
- F. That it shall not suffer anything to be done on the Premises which will increase the risk of fire and/or will increase the cost of fire insurance and maintenance on the Premises.
- G. Subject to the provisions of paragraph D, it shall not make any structural or external alterations, improvements or additions to the Premises without the LESSOR'S prior written permission and, if necessary, the prior written approval of the Westport Planning and Zoning Commission and/or the Public Site and

Building Commission, provided however, that such permission may not be unreasonably withheld.

- H. That it shall keep all refuse, rubbish and garbage in a covered container, and shall remove such refuse and garbage via an outside agency at its own expense at regular intervals, and shall permit no incineration of trash in or about the Premises.
- I. That it shall not use electrical equipment which, in the LESSOR's reasonable opinion, will overload the wiring installation in the Premises.
- J. That the LESSOR, or any agent thereof, shall have reasonable access to the Premises at all times for purposes of inspection or other valid reason.

VI. ASSIGNMENT OR SUBLETTING

LESSEE shall not assign this Lease in whole or in part nor sublet all or any part of the Premises.

VII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, provisions and conditions on LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by LESSOR or any person claiming by or through LESSOR, except as expressly provided in this Lease.

VIII. DAMAGE OR DESTRUCTION

In the event the Premises shall be wholly or partly damaged by fire or other cause (other than through the fault or negligence of the LESSEE), the Premises may, at the LESSOR'S option and subject to an appropriation if necessary, be repaired at the expense of the LESSOR. If the structural repairs needed make the Premises dangerous for habitation, or the Premises are totally destroyed, or so extensively damaged as to render the remaining term of this Lease impracticable, the LESSOR may, at its option, terminate this Lease immediately.

IX. INSURANCE

Beginning not later than the Commencement Date and continuing throughout the term of the Lease, the LESSEE shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the LESSOR from claims that may arise out of or result from the LESSEE'S obligations under this Lease, whether such obligations are the LESSEE'S or those of a subcontractor or any person or entity directly or indirectly employed by the LESSEE or by anyone for whose acts the LESSEE may be liable.

A. WORKERS COMPENSATION

The LESSEE shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the LESSOR.

B. Commercial General Liability Insurance:

The LESSEE shall provide commercial general liability insurance including products and completed operations. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000; and Fire Damage with an occurrence limit of \$500,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the LESSOR as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the LESSOR.
- The policy shall contain a waiver of subrogation in favor of the LESSOR.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of this Lease and all other agreements between the LESSOR and LESSEE.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the LESSOR.

C. Property Insurance:

The LESSEE shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

D. Umbrella Liability Insurance:

The LESSEE shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

X. **INDEMNIFICATION**

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR, its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not

limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death) or damage (including loss or destruction) to any property of whatsoever nature belonging to any person (including without limitation personal injury or property damage caused to or by any and all residents, invitees, volunteers and guests at the Premises), arising out of (or alleged to arise out of) the use of the Premises, and including without limitation any Losses and Damages arising out of or resulting from any resident's failure to leave the Premises at the end of the Term of this Lease set forth in Paragraph II hereof. The indemnification and hold harmless provisions contained herein shall not apply to injury or damage sustained or incurred as the sole result of the negligence of the LESSOR, its agents, servants, representatives and employees.

LESSOR shall provide the LESSEE with prompt notice of any claim.

XI. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

- A. LESSEE'S failure to pay rent after the same shall become due.
- B. LESSEE'S failure to perform or comply with any provision, term, covenant, condition or obligation of this Lease, and the continuance of such failure, without cure, for a period of thirty (30) days after receipt by LESSEE of notice in writing from LESSOR specifying in detail the nature of such failure. In the case of an obligation not capable of being cured within said thirty (30) day period, LESSEE will not be in default as long as LESSEE has commenced the cure promptly after the notice and thereafter continues to complete the cure.
- C. LESSEE'S use of the Premises in a manner inconsistent with paragraph III of this Lease.

XII. TERMINATION OF LEASE

LESSOR shall have the option to terminate this Lease:

1. Upon an event of default as described in paragraph XI.
2. Upon three (3) months written notice in the event that, through an act of God or other casualty beyond the control of the parties hereto, it becomes necessary for the LESSOR to utilize the Premises for an alternative purpose. The LESSOR will use its best efforts to utilize other Town of Westport property prior to terminating this Lease.

3. Upon eighteen (18) months written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical work performed by LESSEE costing \$5,000 or more in accordance with the following schedule: LESSOR shall reimburse 80% of the repair cost if the date of termination is within one year of the date of repair, 60% if within two years, 40% if within three years, and 20% if within four years. There will be no reimbursement if termination occurs later than four years after such repair.

In the event of termination LESSOR may recover possession of the Premises and may exercise any other remedy available under the law to LESSOR.

XIII. VACATING PREMISES AT END OF TERM

At the expiration of the Term, whether by lapse of time or for any other reason, LESSEE will surrender the Premises to LESSOR, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear, damage caused by conditions or events beyond LESSEE'S control, and construction performed to implement the use herein excepted.

XIV. HOLDOVER

It is expressly understood that no hold-over shall be permitted without the written consent of LESSOR. In the event LESSEE shall, with the written consent of LESSOR, hold over the Premises beyond the initial term of this Lease, such holding-over shall be construed to be a tenancy from month to month and LESSEE shall hold the Premises upon the same terms and conditions as are stated in this Lease. No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR and either party may terminate the month to month tenancy upon thirty (30) days written notice.

XV. NOTICES

All written notices to be given hereunder by either party shall be addressed to:

LESSOR: First Selectman
Town of Westport
Town Hall
110 Myrtle Avenue
Westport, CT 06880

LESSEE: President
Homes with Hope, Inc.
49 Richmondville Ave. #212
Westport, CT 06880

XVI. ENTIRE AGREEMENT

This Lease, including any exhibits attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing by the party to be charged.

XVII. SEVERABILITY

The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties have executed this Lease as of date first above written.

WITNESSES:

TOWN OF WESTPORT

By: _____
James S. Marpe
First Selectman

WITNESSES:

HOMES WITH HOPE, INC.

By: _____
Jeffrey Wieser
President

Approved as to form:

**Approved as to compliance with the
Charter of the Town of Westport:**

Eileen Lavigne Flug
Assistant Town Attorney

Gary Conrad
Finance Director

INTEROFFICE MEMORANDUM

TO: GARY CONRAD
TOWN FINANCE DIRECTOR

FROM: ELIO LONGO
CHIEF FINANCIAL OFFICER, WESTPORT PUBLIC SCHOOLS

SUBJECT: 2018-2019 END-OF-YEAR CLOSE OUT

DATE: AUGUST 28, 2019

CC: D. ABBEY, P. CROSS, AND S. CAREY

The status of the Westport Public Schools **2018-2019 General Fund 01** as of June 30, 2019 is as follows:

A. WITHOUT A REQUEST FOR A SUPPLEMENTAL APPROPRIATION FOR BOE ACCOUNT 210 – HEALTH INSURANCE IN THE AMOUNT OF \$211,789.

Adopted Budget:	\$116,173,800.00	(101-06-60-650-00000-586100)
Expended through 6/30/19	<u>(115,695,968.09)</u>	
Balance Available	\$ 477,831.91	
Less Accounts Payable	(139,772.33)	
Less Payroll Payable	<u>(49,365.24)</u>	
Balance Available	\$ 288,694.34	
Less Continued Appropriation	<u>\$ (218,494.64)</u>	
Balance Less Cont. App.	\$ 70,199.70	
BOE Carryover Acct Request	<u>\$ (70,199.70)</u>	
Return to Town	\$ 0.00	

B. WITH A REQUEST FOR A SUPPLEMENTAL APPROPRIATION FOR BOE ACCOUNT 210 – HEALTH INSURANCE IN THE AMOUNT OF \$211,789.

Adopted Budget:	\$116,173,800.00	(101-06-60-650-00000-586100)
Supplemental Appropriation:	211,789.00	
Expended through 6/30/19	<u>(115,695,968.09)</u>	
Balance Available	\$ 689,620.91	
Less Accounts Payable	(139,772.33)	
Less Payroll Payable	<u>(49,365.24)</u>	
Balance Available	\$ 500,483.34	
Less Continued Appropriation	<u>\$ (218,494.64)</u>	
Balance Less Cont. App.	\$ 281,988.70	
BOE Carryover Acct Request	<u>\$ (200,000.00)</u>	
Return to Town	\$ 81,988.70	

The detail of the appropriation unexpended at 6/30/2019 (cash) includes:

2018-19 Accounts Payable:	\$	139,772.33
2018-19 Payroll Payable:	\$	49,365.24
2018-19 Outstanding Encumbrances:	\$	<u>218,494.64</u>
Total cash unexpended at 6/30/2018:	\$	407,632.21

The status of other 2018-2019 Board of Education funds is as follows:

Fund 04 – Tuition Based Budgets

Revenue Received	\$	138,962.00	
Accounts Receivable		<u>0.00</u>	
Total Revenue	\$	138,962.00	(101-30-00-650-00000-431100)
Expended through 6/30/19		<u>(138,962.00)</u>	(101-06-60-650-00000-588000)
Net Funds Available	\$	0.00	
Continued Appropriation		<u>0.00</u>	
Return to Town	\$	0.00	

Fund 07 – Private Schools Budget

Adopted Budget:	\$	386,995.00	(101-06-60-652-00000-588000)
Expended through 6/30/18:		<u>(372,466.79)</u>	
Balance Available	\$	14,528.21	
Continued Appropriation		<u>0.00</u>	
Return to Town	\$	14,528.21	

Fund 08 – Grants

Revenue Received from 7/1/18 to 6/30/19	\$1,637,953.00
Less:	
Expended FY18 through 6/30/19	(1,681,710.93)
Accounts Payable	0.00
Payroll Payable	0.00
Encumbrances	<u>(8,689.35)</u>
Subtotal	\$ (52,447.28)
Carry Forward from FY18	51,895.84
Refunded to State of CT	<u>0.00</u>
Subtotal	\$ (551.44)

Fund 12 – Rentals & Reimbursements Budget

Revenue Received:	\$ 131,502.29	(101-70-00-651-00000-479023)
Expended through 6/30/19:	<u>(115,489.14)</u>	(101-06-60-651-00000-588000)
Balance Available	\$ 16,013.15	
Accounts Payable	<u>\$ (\$16,013.15)</u>	
Return to Town	\$ 0.00	


The status of the Westport Public Schools **2017-2018 General Fund 01** as of June 30, 2019 is as follows:

Continued Appropriation to FY19	\$ 1,010,921.68
Total Expenditures made: 6/30/18	<u>(809,827.73)</u>
Balance Available	\$ 201,093.95
Continued Appropriation	<u>0.00</u>
Return to Town	\$ 201,093.95

I would like to thank you and your staff for your assistance throughout the past year.

INTEROFFICE MEMORANDUM

TO: DR. DAVID ABBEY
INTERIM SUPERINTENDENT

FROM: ELIO LONGO 
CHIEF FINANCIAL OFFICER

SUBJECT: 2018-2019 END-OF-YEAR FINANCIAL REPORT

DATE: AUGUST 22, 2019

CC: P. CROSS, BUDGET FILE

The 2018-2019 fiscal year has been closed and reconciled with the Town of Westport's records. The year ended having spent \$116,103,600 or 99.94% of the \$116,173,800 budget with a \$70,200 fund balance.

The following are the final general fund balances in the designated line items (*see Exhibit A for detailed references*):

ACCOUNT CATEGORY	AMOUNT
100s – Salaries	\$512,103
200s - Employee Benefits	(93,191)
300s - Purchased Services	(173,336)
400s - Purchased Property Services	87,317
500s - Other Purchased Services	(559,958)
600s - Supplies and Materials	195,361
700s - Equipment	82,079
800s - Other Expenses	19,825
Net Surplus/Deficit	<u>\$70,200</u>

The Board of Education traditionally approves final transfer of funds to enable the Administration to make a final adjustment to budgeted line items so that actual expenditures are reflected for the year. The adopted budget remains as adopted which will allow for an appropriate comparison between budget and final expenditures should the need arise. Therefore, we are requesting the following:

I. ADMINISTRATIVE RECOMMENDATION:

It is requested that the Board approve the following transfers:

Transfer from:

100s – Salaries	(\$512,103)
400s – Purchased Property Services	(87,317)
600s – Supplies and Materials	(195,361)
700s – Equipment	(31,704)
	(\$826,485)

Transfer to:

200s – Employee Benefits	\$93,191
300s – Purchased Services	173,336
500s – Other Purchased Services	559,958
	\$826,485

Included in this report are several exhibits that help to explain the activities of the fiscal year as follows:

- Exhibit A General Fund Operating Expenditures by Object**
 This report details the financial records by object, i.e. what types of goods and services were purchased during the year.

- Exhibit B Tuition Based Budgets**
 This report represents expenditures supported by tuition payments received from other school districts and Preschool participants. No expenditures are made from this fund without the corresponding revenue to support the payments. Comparison to budget is merely a reference and does not generate "turnback" funds to the town.

- Exhibit C Private School Services**
 This report represents mandated program expenditures such as a school nurse and transportation for Greens Farms Academy.

- Exhibit D State & Federal School Grants**
 This report details the total state and federal grants received and expended during the fiscal year. The largest grant received is IDEA Part B to support special education children. Most federal grants are of a two year duration which allows funds to be "carried over" to the following fiscal year.

Exhibit E

Rentals & Reimbursements Summary

This report summarizes the activity indicating the source of the revenue (Activity Code) and the total expenditures made for each activity. The Board of Finance and RTM use this report to appropriate the funds expended as part of the Town's year end closing process.

Exhibit F


Project Summary

A summary report of maintenance projects that were either completed or work-in-process during the 2018-2019 fiscal year.

II. ADMINISTRATIVE RECOMMENDATION:
It is requested that the Board approve the End of Year Financial Report as presented.

INTEROFFICE MEMORANDUM

TO: DR. DAVID ABBEY
INTERIM SUPERINTENDENT

FROM: ELIO LONGO 
CHIEF FINANCIAL OFFICER

SUBJECT: JUNE 2019 4Q/FYE REPORT

DATE: AUGUST 22, 2019

CC: P. CROSS, BUDGET FILE

Attached is the June Quarterly Report (4Q)/Fiscal Year End Report for the 2018-19 fiscal year which reflects an unaudited fund balance of \$70,200 on June 30, 2019. The fund balance represents a 0.1% budget variance to the \$116,173,800 Board of Education Adopted 2018-2019 Budget.

The aggregate net savings in Salary accounts (Object Codes 100-156) totaled \$512,103 at fiscal year-end. The most notable savings resulted from staff turnover savings, employees on long-term leave and open positions filled with either long-term substitutes or contracted services. However, one-time savings were offset with marginal increases to long-term substitute expenditures, substitute and overtime accounts (Objects 150-156). The surplus in certified salary is correlated to the substitute and overtime accounts. Offsets were available and applied throughout the fiscal year.

The difference between the "Adopted Budget" column and the "Adjusted Budget" column reflect the administrative transfers made within each line item of the budget as the year had progressed and specific expenditures had been modified.

Account 210 Health Insurance ended the year with an operating shortfall in the amount of (\$211,789). The aggregate net shortfall resulted from higher than projected self-insured claims during July and August 2018, a higher Incurred But Not Reported (IBNR) run-out during the transition to the State Partnership Plan 2.0, and slight fluctuations in membership.

The Board of Finance (during FY2019 budget deliberations) had advised the Board of Education not to replenish the health insurance reserve; approximately \$800,000 (5% of claims). It is my recommendation that the Board of Education request of the Board of Finance and Representative Town Meeting a supplemental appropriation to the FY2019 BOE budget in the amount of the actual insurance deficit, (\$211,789).

In Other Purchased Services (Object codes 510 – 580) we ended the year with a shortfall in the amount of (\$559,958). The largest variances since budget adoption were the number of special education outplacements with rising tuition costs and tuition settlements.

Listed below is a summary of the Line Item end-of-year balances:

LINE ITEM	BALANCE
Total Salaries	\$512,103
Total Benefits	(\$93,191)
Total Purchased Services	(\$173,336)
Total Property Services	\$87,317
Total Other Purchased Services	(\$559,958)
Total Supplies and Materials	195,361
Total Equipment	82,079
Total Other	19,825
Projected Balance (Deficit)	\$70,200

I welcome the opportunity to review this end-of-year report with you.

WESTPORT PUBLIC SCHOOLS
FY 2019 4Q/Fiscal Year End Report

EXHIBIT A

June 30, 2019

Theoretical Expenditure Rate: 100%

2015-2016 Year-End Expense	2016-2017 Year-End Expense	2017-2018 Year-End Expense	Object Code	Descriptions	2018-2019 ADOPTED BUDGET	2018-2019 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2018-2019 ENCUMBERED TO DATE	2018-2019 EXPENDED TO DATE	YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE	Balance Available %
5,123,525	5,337,442	5,317,348	100	Certified Administrators	5,444,607	5,403,166	(41,499)		5,403,166	100%		5,403,166	2	0.0%
1,718,389	1,769,108	1,875,276	101	Directors	2,060,874	2,076,448	15,575		2,076,448	100%		2,076,448	1	0.0%
21,947,230	22,408,703	22,846,979	102	Reg Ed Teachers	22,969,301	23,254,301	285,000	81	23,188,642	100%		23,188,723	65,578	0.3%
11,461,883	11,649,873	11,628,676	103	Special Area Teachers	11,989,101	11,896,965	(92,136)		11,778,849	99%		11,778,849	118,116	1.0%
3,784,443	4,189,360	4,293,239	104	Support Teachers	4,439,530	4,351,550	(88,000)		4,246,724	98%		4,246,724	104,806	2.4%
146,684	138,704	79,535	105	Cur/Instr Resource	180,698	104,022	(76,676)		104,021	100%		104,021	1	0.0%
816,856	916,666	910,798	107	Library/Media Teachers	950,397	950,397			930,297	100%		930,297	100	0.0%
1,375,320	1,455,550	1,463,683	108	Guidance	1,488,072	1,500,395	12,324		1,500,395	100%		1,500,395	1	0.0%
4,352,237	4,549,144	4,554,832	109	Special Ed Teachers	4,802,536	4,737,837	(64,699)	320	4,694,975	99%		4,695,295	42,542	0.9%
1,633,519	1,618,793	1,613,902	110	Psychologists	1,705,067	1,662,509	(42,558)	62	1,614,187	97%		1,614,249	48,260	2.9%
287,256	235,882	226,362	113	Social Workers	247,897	247,897			237,067	96%		237,067		4.4%
1,286,630	1,342,505	1,307,615	114	Speech/Hearing Therapists	1,433,661	1,433,661			1,412,585	99%		1,412,585	21,076	1.5%
140,846	116,329	143,903	115	Staff Dev/Leadership	115,609	115,609			115,609	100%		115,609		0.0%
680,281	666,363	661,124	116	Extra-Curricular	714,904	714,904			686,315	96%		686,315	28,589	4.0%
543,223	569,512	612,237	118	Coaches-Intram/Intrschstc	638,429	638,429			629,105	99%		629,105	9,324	1.5%
189,423	129,218	112,507	119	Curriculum Work/Other	167,938	167,938		7,964	114,134	68%		122,098	45,840	27.3%
\$ 55,467,744	\$ 57,133,554	\$ 57,648,017		Sub-Total Certified Salaries	\$ 59,327,820	\$ 59,236,011	\$ (91,809)	\$ 8,427	\$ 58,732,513	99.2%	\$ 0.0%	\$ 58,740,945	485,066	0.8%
1,391,477	1,277,138	1,254,533	120	Support Supervisors	1,330,436	1,260,436	(70,000)	2,000	1,252,230	99%		1,254,230	6,206	0.5%
2,459,950	2,537,172	2,535,495	121	Secretaries	2,602,071	2,517,899	(84,178)	4,316	2,510,632	100%		2,514,948	2,945	0.1%
1,854,620	1,847,587	1,789,074	122	Paraprofessionals	1,811,654	1,859,308	47,654		1,839,305	100%		1,859,305	3	0.0%
2,500,622	2,707,700	2,750,902	123	Sped Paraprofessionals	2,891,335	2,952,361	61,046	2,644	2,949,731	100%		2,952,375	6	0.0%
2,716,638	2,748,852	2,687,981	124	Custodians	2,706,541	2,671,408	(35,133)	35,500	2,635,497	99%		2,670,997	35	0.0%
564,720	529,560	594,233	125	Maintenance	606,569	615,592	9,023	2,500	613,092	100%		615,592	411	0.0%
858,574	910,581	893,629	126	Nurses	913,400	905,646	(7,754)		899,444	99%		899,444	6,202	0.7%
250,962	253,524	260,957	127	Nurses Aides	270,624	245,105	(25,519)		244,894	100%		244,894	211	0.1%
553,531	571,660	566,911	128	Technology Assistants	594,161	565,182	(28,979)	500	564,664	100%		565,164	18	0.0%
205,928	293,164	296,453	129	Security Aides	308,737	267,879	(40,858)		267,622	100%		267,840	39,59	0.0%
232,492	241,574	246,594	130	Bus Monitors	245,000	240,703	(4,297)	218	240,203	100%		240,703		0.0%
226,626	245,277	240,183	131	Athletics	226,238	240,703	14,465	500	240,203	100%		240,703		0.0%
146,901	142,160	145,777	133	Other	148,901	138,946	(9,955)		138,945	100%		138,945	1	0.0%
561,861	594,923	612,129	135	Occupational Therapists	666,815	679,815	13,000		679,019	100%		679,019	796	0.1%
170,394	176,085	180,001	136	Physical Therapists	185,629	182,231	(3,398)		182,087	100%		182,087	144,21	0.1%
17,401	21,993	22,071	140	Adult Ed Mandated	25,000	21,992	(3,008)		21,992	100%		21,992		0.0%
\$ 14,711,797	\$ 15,099,052	\$ 15,076,933		Sub-Total Non-Certified Salaries	\$ 15,633,111	\$ 15,493,254	\$ (139,857)	\$ 48,179	\$ 15,366,041	99.6%	\$ 0.0%	\$ 15,416,219	17,084	0.1%
100.0%	2.6%	-0.1%												
187,191	171,210	266,732	150	Perm Cert Subs	470,000	292,732	(177,268)		292,731	100%		292,731	1	0.0%
213,519	199,407	174,810	151	Daily Cert Subs	177,400	151,714	(25,686)		151,712	100%		151,712	2	0.0%

WESTPORT PUBLIC SCHOOLS
FY 2019 4Q/Fiscal Year End Report
 June 30, 2019

Theoretical Expenditure Rate: 100%

2015-2016 Year-End Expense	2016-2017 Year-End Expense	2017-2018 Year-End Expense	Object Code	Descriptions	2018-2019 ADOPTED BUDGET	2018-2019 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2018-2019 ENCUMBERED TO DATE	2018-2019 EXPENDED TO DATE	YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE	Balance Available %
45,634	36,834	35,945	152	Staff Training Cert Subs	50,000	36,150	(13,850)		36,150	100%		36,150	-	0.0%
47,945	50,361	55,757	153	PPT Cert Subs	50,000	56,600	6,600		56,600	100%		56,600	-	0.0%
759,758	711,789	854,334	154	Long Term Subs	700,000	782,155	82,155		782,155	100%		782,155	-	0.0%
216,713	267,253	245,870	155	Non-Cert Subs	215,000	276,387	61,387		276,387	100%		276,387	-	0.0%
412,140	473,855	480,645	155	Overtime	375,000	633,328	258,328	246	633,328	100%		633,328	-	0.0%
\$ 1,882,900	\$ 1,919,709	\$ 2,114,093		Sub-Total Other Salaries	\$ 2,037,400	\$ 2,729,666	\$ 191,666	\$ 246	\$ 2,728,817		\$ 0.0%	\$ 2,729,663	\$ 3	0.0%
					-3.6%	5.4%		0.0%	100.0%			100.0%	0.0%	0.0%
\$ 72,052,440	\$ 74,143,314	\$ 74,839,033		TOTAL SALARIES	\$ 76,893,331	\$ 76,899,331	\$ -	\$ 56,832	\$ 76,329,376		\$ -	\$ 76,386,228	\$ 512,103	0.7%
					2.8%	2.8%		0.1%	99.3%			99.3%	0.7%	0.7%
14,247,493	12,956,551	14,145,247	210	Health Insurance	15,203,452	15,203,452		9,120	15,406,121	102%		15,415,241	(211,788)	-1.4%
288,098	317,898	336,046	211	Group Life Insurance	320,000	341,468	21,468		341,468	100%		341,468	-	0.0%
47,000	49,345	45,730	212	Teacher Child Care (WFA)	45,000	44,556	(444)		44,556	100%		44,556	1	0.0%
43,500	42,040	42,335	213	Health Insurance Waiver	45,000	45,000			45,000	68%		30,602	14,398	32.0%
1,962,571	2,016,954	2,081,337	220	FICA/Medicare	2,187,646	2,187,646		4,260	2,188,975	98%		2,173,235	14,411	0.7%
20,840	28,634	20,316	240	Course Reimbursement	50,000	50,000			50,000	37%		18,736	31,265	62.5%
87,866	24,449	42,623	250	Unemployment Compensation	55,000	49,736	(5,264)	5,403	33,361	67%		38,764	10,972	22.1%
568,206	547,396	444,343	260	Workers Compensation	423,212	405,452	(17,760)	12,000	362,654	89%		374,654	30,798	7.6%
39,355	35,020	36,687	287	Uniform Allowance	45,000	45,000		602	35,101	78%		35,703	9,297	20.7%
23,691	21,923	35,165	290	Other Employee Benefits	42,000	42,000			34,543	82%		34,543	7,457	37.8%
\$ 17,328,620	\$ 16,093,609	\$ 17,229,838		TOTAL BENEFITS	\$ 18,414,310	\$ 18,414,310	\$ -	\$ 31,985	\$ 18,476,116		\$ -	\$ 18,507,501	\$ (83,191)	-0.5%
					6.5%	6.5%		0.2%	100.3%			100.3%	-0.5%	-0.5%
89,522	121,001	71,652	320	HomeBound	80,000	80,000		170	103,221	129%		103,351	(23,391)	-29.2%
41,118	20,178	6,188	321	Gifted Activities	25,000	25,000			6,809	27%		6,809	18,191	72.8%
47,610	68,700		322	Educational Interns						0%				0.0%
362,913	437,591	622,986	323	Instr Program Improvements	531,879	488,037	(43,842)	15,650	423,173	87%		438,823	49,214	10.1%
15,587	11,092	6,827	324	Pupil Services	16,000	16,000		200	12,150	76%		12,350	3,650	22.8%
164,415	196,438	239,971	325	PPT Consultations	255,350	269,350	14,000	2,174	257,846	96%		260,000	9,390	3.5%
85,066	102,500	128,481	327	Student Evaluations-Outside	150,000	101,000	(49,000)	1,405	115,887	115%		117,292	(16,291.77)	-15.1%
22,709	26,839	19,176	328	Medical Advisors	38,000	23,000	(15,000)		19,345	84%		19,345	3,655	15.9%
293,353	329,599	516,831	330	Other Prof/Tech Services	504,470	563,312	58,842	23,737	650,984	118%		674,702	(111,390)	-19.8%
348,761	371,748	373,441	331	Legal/Negotiations	360,000	395,000	35,000	56,553	444,740	113%		501,302	(106,302)	-26.9%
\$ 1,471,055	\$ 1,685,687	\$ 1,985,555		TOTAL PURCHASED SERVICES	\$ 1,950,839	\$ 1,960,659	\$ 9,820	\$ 9,900	\$ 2,034,136		\$ -	\$ 2,134,035	(173,356)	-8.8%
					-1.3%	-1.3%		5.1%	103.7%			106.6%	-8.8%	-8.8%
97,890	90,839	97,395	411	Water/Sewer	97,105	97,105			94,450	97%		94,450	2,655	2.7%
2,052,317	1,971,458	1,702,294	413	Electricity	1,923,909	1,923,909		47,189	1,791,979	93%		1,889,161	84,748	4.4%
947,428	745,332	933,868	414	Natural Gas	869,400	869,400			866,975	100%		866,075	3,325.21	0.4%

WESTPORT PUBLIC SCHOOLS
FY 2019 4Q/Fiscal Year End Report
 June 30, 2019
 Theoretical Expenditure Rate: 100%

2015-2016 Year-End Expense	2016-2017 Year-End Expense	2017-2018 Year-End Expense	Object Code	Descriptions	2018-2019 ADOPTED BUDGET	2018-2019 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2018-2019 ENCUMBERED TO DATE	2018-2019 EXPENDED TO DATE	YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE	Balance Available %
12,062	13,196	14,374	415	Heating Oil	13,500	13,500		40	34,034	104%		14,094	(594)	-4.4%
449,416	557,524	529,616	421	Contracted Maintenance	577,155	521,042	(56,113)	4,075	515,895	99%		519,970	1,072	0.2%
472,140	544,024	799,952	431	Building Maintenance	393,445	820,117	426,672	1,075	824,550	101%		825,625	(5,509)	-0.7%
214,850	315,436	280,050	432	Grounds Maintenance	299,987	226,241	(73,646)		226,030	100%		226,030	210,411	0.1%
67,596	87,353	99,235	433	Repair Equip (Instructional)	101,400	69,161	(32,239)	571	66,066	98%		66,637	524	0.8%
59,180	35,536	69,974	434	Repair Equip (Non-instructional)	138,000	127,510	(10,490)	1	127,507	100%		127,507	3,448	0.0%
55,511	334,886	352,420	435	Building Projects	148,794	130,681	(18,113)	1	130,678	100%		130,679	2	0.0%
	228,432	299,055	436	Grounds Projects	30,000	6,988	(23,012)		6,988	100%		6,988	-	0.0%
441,008	626,838	205,670	437	Restore/Prevent Maintenance	219,675	142,110	(77,565)	21,494	142,110	100%		142,110	-	0.0%
170,845	161,462	171,410	440	Equip Rentals & Copiers	166,139	169,639	3,500		148,207	87%		169,701	(62)	0.0%
	44,164	45,684	441	Building Rental	47,283	47,283			47,283	100%		47,283	(0)	0.0%
	6,535	8,238	450	Gas/Travel Maintenance	11,500	3,000	(8,500)		30,558	92%		10,558	942	8.2%
245,173	194,452	194,871	451	Custodial Supplies	260,000	149,227	(110,773)	11	149,215	100%		149,226	1	0.0%
278,549	267,611	186,451	452	Maintenance Supplies	265,800	252,835	(12,965)	45	252,791	100%		252,835	-	0.0%
91,935	102,515	106,362	490	School Security	102,000	83,744	(18,256)	1,004	82,642	99%		83,745	(2)	0.0%
\$ 5,768,207	\$ 6,307,594	\$ 6,076,919		TOTAL PROPERTY SERVICES	\$ 5,661,992	\$ 5,661,992	\$ -	\$ 75,597.38	\$ 5,499,077	97.1%	\$ -	\$ 5,374,675	\$ 87,317	1.5%
100.0%	9.4%	-3.7%			-6.8%	-6.8%		1.3%	-97.1%	100%	0.0%	98.5%	1.5%	0.0%
3,317,009	3,584,711	3,637,571	510	Transportation - Regular	3,654,182	3,651,002	(3,180)		3,651,000	100%		3,651,000	2	0.0%
784,356	788,293	974,562	511	Trans-Spec Ed-Internal	913,194	925,762	12,568		925,593	100%		925,593	169	0.0%
163,391	182,149	106,736	512	Trans-Spec Ed-Public	150,730	69,408	(81,322)	1,140	68,266	98%		69,406	2	0.0%
330,884	352,591	304,891	513	Trans-Spec Ed-Private	382,837	404,771	71,934		405,562	100%		405,562	(791)	-0.2%
35,945	37,539	39,629	516	Trans-Field Trips	46,742	44,524	(2,218)	262	44,524	99%		44,512	12	0.0%
179,175	157,350	220,077	517	Gasoline-Buses	238,750	228,677	(10,073)		228,674	100%		228,674	3	0.0%
185,491	146,958	162,255	520	Property Insurance	171,071	171,542	471		171,541	100%		171,541	1	0.0%
15,573	10,489	10,405	521	Flood Insurance	10,405	9,889	(516)		9,889	100%		9,889	-	0.0%
308,026	336,798	338,796	523	Liability Insurance	313,991	333,867	19,876		333,866	100%		333,866	-	0.0%
104,410	109,106	145,483	529	Athletic Insurance	160,081	146,121	(13,910)		146,121	100%		146,121	-	0.0%
424,940	479,644	367,000	530	Communication Systems	435,600	412,427	(23,173)		412,424	100%		412,424	3	0.0%
42,263	36,248	34,118	535	Postage	40,000	35,583	(4,417)	4,839	30,743	86%		35,581	2	0.0%
48,783	21,307	21,497	540	Advertising	40,000	14,630	(25,370)	253	14,376	98%		14,629	2	0.0%
31,172	25,867	27,590	550	Printing	36,340	22,132	(14,208)	1,000	21,125	95%		22,125	7	0.0%
1,513,287	2,003,856	2,218,944	560	Tuition-Public	1,894,000	2,070,387	86,387	109,412	2,276,375	110%		2,385,787	(315,400)	-15.2%
46,521	39,019	35,714	563	Tuition-Court & Agency Placed	-	-	-		43,621	0%		43,621	(43,621)	0.0%
29,324	571,136	633,506	565	Tuition-Alternative Ed	475,000	475,000			675,415	142%		675,415	(200,415)	-42.2%
501,518	11,555	17,523	567	Tuition-Litigation	20,000	22,158	2,158		22,158	100%		22,158	-	0.0%
20,000	36,871	40,323	580	Tuition-Summer Programs	59,400	44,353	(15,007)	194	44,134	99%		44,328	65	0.1%
55,981	8,951,586	9,486,559		Staff Travel/Mileage	9,082,273	9,082,273		117,059	9,525,132	104.9%		9,642,211	(559,958)	-6.2%
\$ 8,087,039	\$ 8,951,586	\$ 9,486,559		TOTAL OTHER PURCH SERVICES	\$ 9,082,273	\$ 9,082,273	\$ -	\$ 117,059	\$ 9,525,132	104.9%	\$ -	\$ 9,642,211	\$ (559,958)	-6.2%
100.0%	10.5%	6.2%			-4.3%	-4.3%		1.3%	104.9%	100%	0.0%	106.2%	-6.2%	-5.2%

WESTPORT PUBLIC SCHOOLS
FY 2019 4Q/Fiscal Year End Report
 June 30, 2019
 Theoretical Expenditure Rate: 100%

2015-2016 Year-End Expense	2016-2017 Year-End Expense	2017-2018 Year-End Expense	Object Code	Descriptions	2018-2019 ADOPTED BUDGET	2018-2019 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2018-2019 ENCUMBERED TO DATE	2018-2019 EXPENDED TO DATE	YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE	Balance Available %
913,069	926,363	908,826	611	Supplies-Instructional	910,382	936,856	26,474	1,575	861,317	92%		863,292	73,564	7.9%
645,706	681,001	867,583	612	Software	800,262	797,762	(2,500)	-	773,338	97%		773,338	24,424	3.1%
170,135	156,539	155,616	613	Tech Supplies	151,925	144,425	(7,500)	2,052	133,322	92%		135,374	9,051	6.3%
36,924	37,260	39,616	615	Graduation Expenses	38,856	41,508	2,652	4,095	36,575	88%		40,669	889	2.0%
633,636	673,153	409,360	641	Textbooks	388,172	362,365	(25,807)	892	329,625	91%		330,517	31,847	8.8%
118,422	115,487	120,037	642	Library Books & Periodicals	114,757	109,169	(5,588)	39	104,791	95%		104,791	4,378	4.0%
14,856	15,750	12,559	643	A/V Materials	17,401	17,125	(276)	-	13,075	76%		12,075	5,080	29.5%
156,056	162,409	165,423	690	Non Instructional Supplies	170,870	181,825	10,955	852	139,525	76%		139,377	42,448	23.3%
27,486	19,044	19,259	691	Health Supplies	21,000	22,590	1,590	-	18,831	83%		18,831	3,759	16.6%
\$ 2,716,299	\$ 2,787,006	\$ 2,698,290		TOTAL SUPPLIES AND MTL'S.	\$ 2,513,625	\$ 2,613,625	\$ 100,000	\$ 9,905	\$ 2,409,359		\$ -	\$ 2,418,264	\$ 195,361	7.5%
100.0%	2.6%	-3.2%			-3.1%	-3.1%		0.4%	92.1%		0.0%	92.5%	7.5%	
109,522	85,358	40,094	731	Equip-New Instructional	37,931	46,433	8,502	-	39,674	83%		38,674	7,759	15.7%
285,141	9,477	123,442	732	Equip-New Non Instructional	31,000	45,293	14,293	-	45,290	100%		45,290	3	0.0%
150,279	69,530	110,113	733	Equip-Replace Instructional	44,583	42,869	(1,714)	-	42,751	100%		42,751	118	0.3%
82,622	20,540	39,015	734	Equip-Replace Non Instructional	25,000	28,549	3,549	-	2,184	8%		2,184	26,365	92.4%
122,380	247,426	52,546	735	Furniture	130,863	106,233	(24,630)	223	74,794	70%		75,017	31,216	29.4%
1,034,670	998,464	751,591	736	Tech Equip-Instructional	703,881	709,091	5,210	14,392	678,083	96%		692,475	16,616	2.3%
18,151	40,988	44,871	737	Tech Equip-Non Instructional	32,723	27,513	(5,210)	-	27,510	100%		27,510	3	0.0%
\$ 1,802,765	\$ 1,471,782	\$ 1,161,611		TOTAL EQUIPMENT	\$ 1,005,981	\$ 1,005,981	\$ -	\$ 14,615	\$ 909,286		\$ -	\$ 923,902	\$ 82,079	8.2%
100.0%	-18.4%	-21.1%			-13.4%	-13.4%		1.5%	90.4%		0.0%	91.3%	8.2%	
80,833	86,472	88,751	810	Dues & Fees	100,217	100,387	170	-	86,212	85%		86,212	14,175	14.1%
29,950	31,743	28,965	811	Student Act & Awards	29,398	29,228	(170)	-	29,124	100%		29,124	104	0.4%
395,590	412,017	380,622	812	Student Athletics	406,974	406,974	-	2,278	399,151	98%		401,429	5,545	1.4%
\$ 506,373	\$ 530,233	\$ 498,338		TOTAL OTHER	\$ 536,589	\$ 536,589	\$ -	\$ 2,278	\$ 514,486		\$ -	\$ 516,764	\$ 19,825	3.7%
100.0%	4.7%	-6.0%			7.7%	7.7%		0.4%	95.9%		0.0%	96.5%	3.7%	
\$ 109,737,798	\$ 111,890,812	\$ 113,976,141		GRAND TOTAL	\$ 116,173,800	\$ 116,173,800	\$ -	\$ 407,632	\$ 115,695,968		\$ -	\$ 116,103,600	\$ 70,200	0.1%
100.0%	2.0%	1.9%			1.9%	1.9%		0.4%	99.6%		0.0%	99.94%	0.08%	

EXHIBIT B

WESTPORT PUBLIC SCHOOLS
2018-2019 REVENUE OFFSET BUDGETS

		# Students	Project Return & Special Ed	# Students	Pre-School	Total Revenue Offset Budgets
PROJECTED REVENUE			\$ -		\$ 124,225	\$ 124,225
Tuition Type	Est. Tuition					
Project Return/Special Ed			\$ -			\$ -
Partial Self Contained						
PRE-SCHOOL						
5 days per week	6,529			9	\$ 58,763	\$ 58,763
Extended Day	10,071			6	\$ 60,426	\$ 60,426
Employee Extended Day	2,518			2	\$ 5,036	\$ 5,036
APPROPRIATION REQUESTED		0	\$ -	17	\$ 124,225	\$ 124,225
ACTUAL REVENUE					\$ 138,962	\$ 138,962
ACTUAL EXPENDITURES						
CERTIFIED STAFF						
Sped Teacher					\$ 21,040	\$ 21,040
NON-CERTIFIED STAFF						
Paraprofessionals					\$ 62,173	\$ 62,173
BENEFITS						
Health					\$ 20,000	\$ 20,000
Social Security/Medicare					\$ 2,730	\$ 2,730
CONTRACTED SERVICES (OT/PT, Consultations, Evals, Other)					\$ 33,019	\$ 33,019
ACTUAL EXPENDITURES			\$ -		\$ 138,962	\$ 138,962
Revenue generated but no appropriation requested for:						
Employee Tuition - Fund 81			\$ 168,247			

EXHIBIT C

WESTPORT PUBLIC SCHOOLS
PRIVATE SCHOOL BUDGET

Object Code	Description	2014-2015 Year-End Expenditures	2015-2016 Year-End Expenditures	2016-2017 Year-End Expenditures	2017-2018 Year-End Expenditures	2018-2019 Adopted Budget	2018-2019 Expended & Encumbered	Account Balance
109	Special Ed Teacher	53,003	54,063	51,057	51,823	52,601	52,601	-
126	Nurses	45,170	46,525	48,640	49,613	50,605	50,605	-
155	Non-Certified Subs	-	-	-	-	-	-	-
210	Health Insurance	12,503	14,628	14,628	15,374	17,357	17,357	-
220	FICA/Med	4,132	4,222	4,312	4,385	4,634	4,463	171
510	Pupil Transportation	178,400	195,449	213,038	223,691	238,048	223,691	14,357
517	Pupil Transp - Fuel, Buses	28,540	27,528	25,663	23,750	23,750	23,750	-
	TOTAL	\$ 321,748	\$ 342,415	\$ 357,338	\$ 368,636	\$ 386,995	\$ 372,467	14,528

WESTPORT PUBLIC SCHOOLS
STATE & FEDERAL GRANTS
as of June 30, 2019

Descriptions	2015-2016 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	2018-19 Expended/ Encumbered	Current Balances	% Expended
Carol M White PEP	302,268	204,860	0	0	0	0	-
High Quality Schools & Common Core (Tech)	126,390	0	0	0	0	0	-
Open Choice	159,780	170,261	188,994	205,022	205,022	0	100.0%
Title I - ESEA Carry Over	30,486	23,223	16,805	11,136	11,136	0	100.0%
Title I - ESEA	141,879	142,236	140,789	152,313	152,313	0	100.0%
Carl D. Perkins	35,522	0	23,472	38,540	35,909	2,631	93.2%
Title II - Teacher	85,906	84,328	80,875	77,243	77,233	10	100.0%
Title II - Teacher Carry Over	39	10	0	0	0	0	-
Title III English	6,000	0	0	7,946	0	7,946	0.0%
Title III English Carry Over	8,736	426	6,392	6,610	6,610	0	100.0%
Title III English -New Canaan	0	7,189	6,610	6,383	6,383	0	100.0%
Title III English -New Canaan Carry Over	8,111	5,828	0	0	0	0	-
EV Charging Station	0	7,820	0	0	0	0	-
IDEA Part B Carryover	519,871	319,447	274,600	260,545	260,545	0	100.0%
IDEA Part B	694,956	780,702	795,276	1,083,387	893,522	189,865	82.5%
Section 619 Pre-School Grants Carryover	13,409	7,019	1,844	16	16	0	100.0%
Section 619 Pre-School	14,453	21,333	19,981	21,239	21,230	9	100.0%
Medicaid	0	0	0	5,477	5,477	0	-
Total Public Grants	\$2,147,816	\$1,774,483	\$1,555,638	\$1,375,857	\$1,675,396	\$200,461	89.3%

CARRYOVER - Balance will Carryover to following year

NON PUBLIC SCHOOL GRANTS

Descriptions	2015-2016 Actual	2016-17 Actual	2017-18 Actual	2018-19 Budget	2018-19 Expended/ Encumbered	Current Balances	% Expended
Adult Ed	183	238	160	239	239	0	100.0%
Title I Neglected & Delinquent	1,348	0	0	0	0	0	#DIV/0!
Title II - Teacher	241	254	0	197	0	197	0.0%
Title II - Teacher Carryover	241	0	0	190	0	190	-
IDEA Part B Carryover	755	155	700	3,000	500	2,500	16.7%
IDEA Part B	2,845	595	0	3,000	0	3,000	0.0%
Total Non Public Grants	\$5,613	\$1,242	\$860	\$6,626	\$739	\$5,887	11.2%

CARRYOVER - Balance will Carryover to following year

Memorandum Of Agreement:

Whereas Connecticut General Statutes Section 10-248a provides:

Sec. 10-248a. Unexpended education funds account. For the fiscal year ending June 30, 2011, and each fiscal year thereafter, notwithstanding any provision of the general statutes or any special act, municipal charter, home rule ordinance or other ordinance, the board of finance in each town having a board of finance, the board of selectman in each town having no board of finance or the authority making appropriations for the school district for each town may deposit into a non-lapsing account any unexpended funds from the prior fiscal year from the budgeted appropriation for education for the town, provided such amount does not exceed one per cent of the total budgeted appropriation for education for such prior fiscal year.

Now therefore, the Westport Board of Finance and the Westport Board of Education agree as follows:

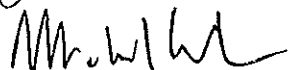
1. Pursuant to its authority under Connecticut General Statutes Section 10-248a, the Board of Finance hereby establishes an account named the Board of Education Carryover Account, which shall be maintained by the Finance Director of the Town of Westport and audited as any other Town account.
2. If funds appropriated to the Board of Education for its operating budget by the Town remain unexpended at the end of a fiscal year, the Board of Education may submit a request to the Board of Finance that such unexpended funds, up to a maximum of one percent of the amount appropriated to the Board of Education for its operating budget by the Town for said prior fiscal year, shall be deposited into the Board of Education Carryover Account. The Board of Education shall submit such request to the Board of Finance as soon as the Board of Education can identify the amount of unexpended funds for such fiscal year, but not later than the date by which the request can be placed on the agenda of a public meeting of the Board of Finance to be held prior to August 31. The Board of Education may also submit such request during the two months prior to the end of a fiscal year along with its good faith best estimate of the amount of its operating budget that will be unexpended at the end of such fiscal year. The Board of Finance may deny such deposit or approve it with such amendments, reductions and conditions as it determines.
3. Upon the written request of the Board of Education specifying the proposed use, amounts in the Board of Education Carryover Account shall be released without the approval of the Board of Finance to the Board of Education up to \$200,000 in aggregate of such releases in any fiscal year. Once the amounts released to the Board of Education from the Board of Education Carryover account in a fiscal year have in aggregate equaled the amount specified above, additional amounts from the Board of Education Carryover Account shall be released in such fiscal year only if the written request of the Board of Education specifying the proposed use is approved by the Board of Finance at a public meeting.
4. If at any time in a fiscal year, the amount in the Board of Education Carryover Account is in excess of three percent of the funds appropriated to the Board of Education for its operating budget by the Town for such fiscal year, such excess shall be released to the General fund of the Town.

5. The Board of Finance may terminate the Board of Education Carryover Account by resolution adopted at a regularly scheduled and noticed public meeting, in which case the balance of such account shall be returned to the General Fund of the Town.
6. Amounts deposited into and amounts released from the Board of Education Carryover Account shall not decrease or increase, respectively, any amount considered as the budgeted appropriation for education for a fiscal year for the purpose of considering a minimum budgeted appropriation requirement under Connecticut law for a subsequent fiscal year.

Signed



Chair of Board of Finance, authorized by Resolution adopted August 19th 2015.



Chair of Board of Education, authorized by Resolution adopted August 31st 2015.



WESTPORT PUBLIC SCHOOLS

DAVID E. ABBEY, PH.D.
Interim Superintendent of Schools

110 Myrtle Avenue
Westport, Connecticut 06880
Telephone: (203) 341-1025
Fax: (203) 341-1029
dabbey@westportps.org

July 23, 2019

Brian Stern, Chairman

Westport Board of Finance
110 Myrtle Avenue
Westport, Connecticut 06880

Brian:

Pursuant to the terms of the Memorandum of Agreement dated August 31, 2015, between the Board of Finance and the Board of Education establishing the Board of Education Carryover Account, the Board of Education submits a request to the Board of Finance as follows:

(Resolution passed by the Board of Education at its regular meeting held on June 20, 2019)

Be it resolved, that upon the recommendation of the Superintendent of Schools, the Board of Education requests authorization from the Board of Finance to deposit into the Board of Education carryover account any unexpended funds up to \$200,000 from the FY 2018-19 operating budget.

Please let us know if you have any questions.

Respectfully submitted,

David Abbey, Superintendent of Schools

Elio Longo, Chief Financial Officer

cc: Jim Marpe, First Selectman
Board of Education

INTEROFFICE MEMORANDUM

EXHIBIT E

TO: DR. DAVID ABBEY
INTERIM SUPERINTENDENT

FROM: ELIO LONGO *E. Longo*
CHIEF FINANCIAL OFFICER

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS &
REIMBURSEMENTS

DATE: August 22, 2019

Cc: G. Conrad, P. Cross, Rentals File

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accounting to the Board of Finance regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The final Rentals and Reimbursements statement provides the summary of activity for the rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$0.00 as follows:

Final action requested:

Total funds received (07/01/18 – 06/30/19)	\$131,502.29
Funds deemed appropriated per CGS 10-222a (07/01/18 – 06/30/19)	<u>\$131,502.29</u>
Net appropriation request (07/01/18 – 06/30/19)	\$0.00

This request for appropriation complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

EXHIBIT E

WESTPORT PUBLIC SCHOOLS
RENTALS & REIMBURSEMENTS
as of June 30, 2019

	Revenues Received	Expenditure Detail	Expenditures as of 06/30/19	Balance to Town
Account 852				
Outside Activities & School Use	\$ 131,502.29			
Payroll				
BOE staff		\$ 37,998.22		
FICA/Medicare		\$ 2,824.45	\$ 40,817.67	\$ -
		\$ 40,817.67	\$ 40,817.67	\$ -
Expenditures			\$ 90,684.62	
TOTAL	\$ 131,502.29		\$ 131,502.29	\$ -

Revenue & Expense Detail

Revenues	
Camp Gan Israel	\$ 63,580.00
Westport Academy of Dance	\$ 17,544.53
Westport Young Women's League	\$ 12,218.99
All Other (Under \$5,000)	\$ 38,158.77
	\$ 131,502.29
Expenditures	
Payroll (including FICA/Med)	\$ 40,817.67
Electricity	\$ 86,516.28
Refund to Camp Gan Israel (sec. deposit)	\$ 4,168.34
Fingerprinting	\$ -
Misc. reimbursements	\$ 131,502.29

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
101 General Fund		
10101110 RTM		
513000 Extra Help & Overtime		(132.21)
551000 Advertising & Printing	392.51	
552000 Postage		(18.54)
561000 Supplies		(241.76)
	392.51	(392.51)
10101120 Selectmen		
513000 Extra Help & Overtime		(1,949.06)
528900 Transportation Allowances	177.28	
531000 Fees & Services	1,693.53	
585000 Education & Expenses	78.25	
	1,949.06	(1,949.06)
10101151 Finance Department		
511000 Salaries		(5,843.02)
513001 Extra Help	5,059.54	
531000 Fees & Services	776.76	
552000 Postage	6.72	
	5,843.02	(5,843.02)
10101157 Information Technology		
511000 Salaries	0.39	
513002 Overtime	16.30	
541000 Voice/Data		(79.13)
574000 Computers	48.90	
574100 Software	9.78	
585000 Education & Expenses	3.76	
	79.13	(79.13)
10101180 Town Clerk		
511000 Salaries	20,733.78	
531003 Historic Doc. Preservation		(5,150.67)
531004 Historic Preservation Grants	38.31	
551000 Advertising & Printing		(867.00)
582003 Fee: Historic Doc. Preservat		(15,104.00)
582004 Fees: LPAHHP	349.58	
	21,121.67	(21,121.67)
10102210 Police		
511000 Salaries		(82,280.55)
511006 Holiday Pay	2,662.79	
511010 Master Officer Pay	1,020.00	
511011 RR Pkg Reimbursement	21,750.42	
511090 Workers Compensation	17,792.30	
511091 Workers Compensation Offset		(17,792.30)
513000 Extra Help & Overtime		(6,648.11)
513204 Fixed Traffic Posts	26,343.00	
513211 Replacement, Funeral Leave	2,586.01	
513212 Replacement, Injury Leave	31,613.31	

FYE TRANSFERS 2019	Proposed Internal	Proposed Internal
	Transfer	Transfer
	To	From
513213 Replacement, School/Training	10,253.67	
513214 Replacement, Sick Leave		(16,797.06)
513215 Replacement, Vacation Leave	33,826.40	
513217 Shift Differential	1,220.21	
513218 Special Detective Services	723.30	
513219 Special Events/EmergCallback		(26,773.61)
528206 Batlin, Edward	167.00	
528218 DelVecchio, Ashley	0.20	
552000 Postage	333.02	
	150,291.63	(150,291.63)

10102214 Police Vehicle Maint		
511000 Salaries		(1,174.31)
513000 Extra Help & Overtime	774.31	
528279 Perkowski, Mark	400.00	
	1,174.31	(1,174.31)

10102216 Dog Warden		
511000 Salaries		
511006 Holiday Pay	618.74	
513000 Extra Help & Overtime		(764.62)
543000 Vehicle Maint. & Operation	145.88	
	764.62	(764.62)

10101140 Registrars		
511000 Salaries	1,126.58	
513001 Extra Help		(1,297.08)
10101142 Elections		
513003 Town Clerk EH	819.92	
531000 Fees & Services	489.00	
10101153 Personnel		
511000 Salaries	8,010.71	
528900 Transportation Allowances	704.08	
561000 Supplies	876.74	
585000 Education & Expenses	1,251.77	
10101154 Assessor		
511000 Salaries	18,043.96	
543000 Vehicle Maint. & Operation	16.51	
10101156 Tax Collector		
511000 Salaries	1,205.56	
513102 Seasonal Extra Help		(12,258.62)
10101170 Town Attorney		
532000 Contract Services	58,544.02	
589000 Miscellaneous Expenses	963.79	
10101181 Historic District		
511000 Salaries	6,052.60	
585000 Education & Expenses	620.37	
10101182 Conservation		
511000 Salaries		(36,837.27)
10101185 Planning & Zoning		
511000 Salaries	23,823.33	
513002 Overtime	339.81	
10101187 Zoning Bd Of Appeals		

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
511000 Salaries	252.18	
10102218 Emergency Medical Service		
511090 Workers Compensation	242.96	
531009 WVEMS Awards Program	1,350.00	
532001 Paramedic	9,564.24	
544000 Vehicle Operation	1,087.03	
585000 Education & Expenses	6,430.64	
10102220 Fire Department		
511000 Salaries		(14,704.32)
511005 College Credit		(34,700.00)
511006 Holiday Pay	4,816.93	
511014 MFF/Officer		(39,250.00)
511090 Workers Compensation	56,759.88	
511091 Workers Compensation Offset		(58,879.65)
513403 FLSA - Injury Leave	19,404.21	
513405 FLSA - Miscellaneous Overtim	9,751.53	
513406 FLSA - Shift Holdover		(11,675.13)
513407 FLSA - Sick Leave	78,272.26	
513409 FLSA - Training Days		(11,693.75)
513410 FLSA-Training Leave/Replacem		(16,043.50)
513412 FLSA - Vacation Leave	2,984.85	
513413 FLSA - FF Open Position	6,867.33	
513415 NonFLSA - Mechanic Overtime	3,625.37	
513416 NonFLSA - Personal Leave		(3,387.25)
513417 NonFLSA - Secretarial Overti	5,714.56	
513419 EH/OT-REGIONAL DISPATCH		(31,266.44)
528483 Kostopoulos, C.	874.50	
542030 Small Tools	11.78	
544000 Vehicle Operation	5,760.71	
10102221 Water-Fire		
566400 Water	26,756.13	
10102250 Emergency Management		
511000 Salaries		(16,685.40)
10103310 Engineering		
511000 Salaries		(34,994.38)
513002 Overtime	26.27	
10103320 Highway		
511000 Salaries		(25,695.49)
511090 Workers Compensation	361.17	
511091 Workers Compensation Offset		(28,162.80)
513002 Overtime		(2,638.89)
528600 Foul Weather Gear		(56.21)
528632 Sullivan, Scott		(9.33)
533100 Employee Medical		(1,143.07)
541000 Voice/Data		(349.49)
544001 Fuel	660.16	
562000 Maintenance Supplies		(998.98)
576500 Equipment-Public Works		(88.23)
588001 Storm - Equipment Repair		(3,688.65)
588002 Storm - Inside Overtime	54,175.91	
588003 Storm - Meals	299.00	
588004 Storm - Miscellaneous	1,728.21	
588005 Storm - Outside Contractors	61,269.16	

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
588006 Storm - Salt		(43,770.10)
588007 Storm - Sand		(7,379.19)
10103321 Equipment Maintenance		
511000 Salaries		(4,518.65)
528600 Foul Weather Gear	5.47	
10103352 Building Custodians		
511000 Salaries		(18,128.71)
10108838 Miscellaneous Programs		
511000 Salaries		(28,534.48)
513822 REcing Crew	3,899.60	
513840 Pickleball	136.00	
531077 Fees&Srcv-SpecialEvents	91.44	
561071 Supplies-Camp Compo	2,766.83	
	488,835.06	(488,835.06)
10102225 Building Inspection		
511000 Salaries	5,446.54	
513002 Overtime		(5,446.54)
	5,446.54	(5,446.54)
10103322 Road Maintenance		
531000 Fees & Services		(219.00)
569014 School Roads/Parking Lots	219.00	
	219.00	(219.00)
10103332 Solid Waste Disposal		
511000 Salaries	2,591.60	
513002 Overtime		(2,591.60)
	2,591.60	(2,591.60)
10103350 Building Maintenance		
511000 Salaries		(10,291.62)
511090 Workers Compensation	16,325.54	
513002 Overtime		(2,535.77)
566100 Heating Fuel		(3,498.15)
	16,325.54	(16,325.54)
10103360 Property Maintenance		
562017 Parking Lot		(78.60)
562018 Tide Gates	78.60	
	78.60	(78.60)
10105510 Youth Services		
552000 Postage		(93.26)
561000 Supplies	43.26	
585000 Education & Expenses	50.00	
	93.26	(93.26)

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
10105520 Social Services		
551000 Advertising & Printing	0.74	
552000 Postage		(161.75)
561000 Supplies	105.17	
574100 Software	2.04	
587002 PublicAssist-EmergencyRelief	53.80	
	161.75	(161.75)
10105530 Senior Services		
511000 Salaries	2,092.29	
513000 Extra Help & Overtime		(337.50)
531000 Fees & Services		(1,754.79)
	2,092.29	(2,092.29)
10108810 P&R Administration		
511000 Salaries		(95.02)
513801 Clerks - Sales Office	95.02	
	95.02	(95.02)
10108812 P&R Guest Services		
511030 Salaries-Inn at Longshore	32,642.64	
511031 Inn at Longshore Offset		(37,600.58)
513800 Supervision-GST		(8,648.00)
513802 Security-Compo		(1,382.11)
513803 Security-Marinas	20,649.00	
513804 Security-Longshore Park		(2,187.99)
513805 Security: EH/OT	8,627.14	
513806 Security-Special Events		(3,409.95)
513809 Skate Park	1,440.00	
513999 Longevity/Attrition		(10,199.00)
569015 P&R-Materials	68.85	
	63,427.63	(63,427.63)
10108820 P&R Maint & Development		
511000 Salaries		(13,146.98)
513000 Extra Help & Overtime	117,552.60	
528000 Uniforms Allowance		(63.92)
531000 Fees & Services		(2,246.30)
542000 Equipment Maint. & Operation		(1,202.34)
542032 Operation-Gas	4,242.69	
543000 Vehicle Maint. & Operation		(799.31)
549000 Rental Equipment		(466.00)
566400 Water		(28,097.27)
569000 Other Materials & Supplies	393.82	
585000 Education & Expenses	25.63	
10108830 Boating		
511000 Salaries		
513000 Extra Help & Overtime		(1,897.98)
513803 Security-Marinas		(23,991.25)
528000 Uniforms Allowance		(231.26)
545000 Facility Maintenance		(1,722.60)
569500 Items for Resale		(8,206.06)
10108831 Parks Maintenance		

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
531053 Fees&Services-Baron's South		(6,860.87)
562000 Maintenance Supplies		(577.84)
573500 Vehicles	6,288.40	
577000 Equipment-Parks&Recreation	572.47	
10108832 Golf		
531000 Fees & Services		(39,565.63)
	129,075.61	(129,075.61)
10108834 Tennis		
513835 Tennis Supervisors		(14,783.64)
513836 Tennis Attendants	14,783.64	
545001 Facility Maint.: Tree Care		(388.37)
562000 Maintenance Supplies	388.37	
	15,172.01	(15,172.01)
10108836 Beach & Pool		
513811 Compo	10,159.60	
513839 P&R Police Services		(10,159.60)
	10,159.60	(10,159.60)
10102218 Emergency Medical Service		
513000 Extra Help & Overtime		(12,697.09)
10109901 Pensions		
523100 Municipal Pension Plan		(30,841.00)
523200 Police Pension Plan	678,496.00	
523300 Fire Pension Plan	704,183.00	
523500 NUS Pension Plan	12,359.00	
523600 NUN Pension Plan	18,482.00	
523770 OPEB Plan Funding-PEN	976,518.00	
523810 Def Cont Town Retirement Pla	4,270.44	
523820 Def Cont BoE Retirement Plan	29,545.63	
523830 Def Cont Library Retirement	1,690.17	
523840 Def Cont DPW Retirement Plan	3,035.76	
523850 Def Cont Fire Retirement Pla	25,209.07	
531000 Fees & Services	134,242.23	
588000 Program Expenses	6.36	
10109902 Insurance		
522100 Group Insurance-Medical		(2,225,000.00)
522500 Group Insurance-Life		(1,452.30)
524000 Employee Assistance Program		(322.10)
526000 Workers' Compensation		(229,662.68)
526501 Heart & Hypertension Claims		(2,596.92)
526502 Heart & Hypertension Medical		(106,039.23)
555100 Insurance-Bldg & Liability	74,124.02	
555200 Insurance-Auto & Liability	22,671.75	
555503 Surety Bonds - Officials		(395.00)
10109903 Social Security		
521000 Social Security	4,018.29	
10109905 Unemployment Compensation		
521300 Unemployment Compensation	14,158.87	
10109911 Miscellaneous		
551000 Advertising & Printing		(1,000.00)
582006 Licenses & Fees-Births/Death		(160.00)

FYE TRANSFERS 2019	Proposed Internal Transfer To	Proposed Internal Transfer From
586003 Celebrate Westport		(6,050.00)
586004 First Night		(6,492.21)
588090 Architectural Review Board		(1,274.00)
588091 Town Functions		(844.85)
588092 Flood & Erosion Control		(433.21)
588093 Harbormaster	6,278.66	
10109915 Transportation Service		
586000 Payments to Agencies/Org.'s		(68,539.40)
10109917 Reserve: Salary Adjustment		
519000 Adjustment-Salaries		(15,489.26)
	2,709,289.25	(2,709,289.25)

TOTAL GENERAL FUND	3,624,678.71	(3,624,678.71)
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210 Railroad Parking Fund

21002219 Railroad Parking		
511000 Salaries	5,739.46	
513000 Extra Help & Overtime		(10,501.57)
513085 RR-Security Detail	3,441.47	
513086 RR-Traffic Control	29,943.00	
521000 Social Security		(8,981.58)
531012 RR-Contracted Service		(19,640.78)
544000 Vehicle Operation	334.12	
545000 Facility Maintenance		(334.12)
566100 Heating Fuel	692.82	
566200 Electricity		(282.13)
566400 Water		(692.82)
589005 RR-Transit Subsidy & Sales T		(2,041.00)
589006 RR-Refuse Collection	2,323.13	
TOTAL RAILROAD PARKING	\$ 42,474.00	\$ (42,474.00)

220 Sewer Fund

22003330 Sewage Treatment		
543000 Vehicle Maint. & Operation	2.65	
545000 Facility Maintenance		(28.97)
549000 Rental Equipment	26.32	
22003331 Sewage Collection		
511000 Salaries	14,599.00	
513002 Overtime		(14,599.00)
562100 Operating Supplies		(782.00)
566200 Electricity	47.00	
576600 Equipment-Sewer	735.00	
TOTAL SEWER FUND	\$ 15,409.97	\$ (15,409.97)



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

August 19, 2019

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

Re: Request for Appropriation – Capital Equipment Replacement

Dear Mr. Marpe:

The Public Works Department currently maintains a fleet of heavy equipment and specialized vehicles that are critical to our storm response, street sweeping program, sidewalk snow operations and sewer operations. Of this equipment there are seven units that are currently overdue or well-overdue for replacement. The equipment referred to is listed in the attached spreadsheet.

The notes in the spreadsheet list individually why we feel that these seven pieces of equipment need to be replaced this fiscal year. This letter actually covers three separate capital requests, based on the fund associated with the equipment. They are as follows:

1. Request for Appropriation from the Municipal Improvement Fund, along with bond and note authorization for replacement of one 928G Caterpillar Front End Loader, one John Deere 710 Backhoe, and one Ford F550 Aerial lift truck, for a total of \$550,000.00.
2. Request for Appropriation From the Capital Non-Recurring Fund for replacement of one Bobcat Compact Loader, one Ford F350 Utility Body w/ Lift gate and one Elgin Street Sweeper for a total of \$310,000.00.
3. Request for Appropriation from the Sewer Reserve Fund for replacement of one F350 Utility body w/ Crane for a total of \$120,000.00

Respectfully,

A handwritten signature in black ink, appearing to read "Peter A. Ratkiewich", is written over a horizontal line.

Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date:7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
REPLACEMENT FOR 928G CAT FRONT END LOADER

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
If no, why not?

APPROXIMATE COST: \$220,000 COST IN CAPITAL FORECAST: \$220,000
Source of funds: MIF - PUBLIC WORKS

ESTIMATED USEFUL LIFE: 20 YEARS

Has an RFP been issued? YES NO To be bid August 2019
Have bids been received? YES NO Number of bids received:
Was the lowest bid the winner? YES NO If not, why?

How will the equipment/vehicle be used?
This vehicle is used in daily operations for road work, yard work, moving materials at the general loading of materials. During storms of any type this is a front line vehicle for clearing roads of debris, moving snow, lifting heavy objects, loading salt and sand. It is one of two front end loaders that are critical during storms and emergencies as well as to conduct our daily operations

Is it a replacement? YES NO 928G CAT FRONT END LOADER
If yes, describe condition of what is to be replaced: Please see spreadsheet
Pictures attached? YES NO

FINANCE

This section to be completed by the Finance Director.


EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD



DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date:7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION REPLACEMENT FOR JD-710 Backhoe

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES [X] NO [] If no, why not?

APPROXIMATE COST: \$150,000 COST IN CAPITAL FORECAST: \$150,000 Source of funds: MIF - PUBLIC WORKS

ESTIMATED USEFUL LIFE: 20 YEARS

Has an RFP been issued? YES [] NO [X] To be bid August 2019 Have bids been received? YES [] NO [X] Number of bids received: Was the lowest bid the winner? YES [] NO [] If not, why?

How will the equipment/vehicle be used? This vehicle is used in daily operations for road work, yard work, excavating trenches, laying pipe, and general heavy-highway construction. During storms of any type this is a second line vehicle used during or after storms for loading woody debris into trucks to clear the road right of way. As a second line vehicle it can also be used to push debris, move snow, and lift heavy objects. It is one of two backhoes that are critical during storms and emergencies as well as to conduct our daily operations. This is the larger of the two backhoes so it is typically used when heavier objects need to be picked up.

Is it a replacement? YES [X] NO [] JD-710 Backhoe If yes, describe condition of what is to be replaced: Please see spreadsheet Pictures attached? YES [X] NO []

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

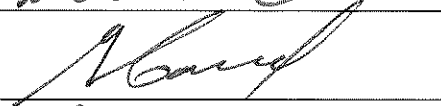
REVIEW/SIGN-OFF

DEPARTMENT HEAD



DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date: 7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
 REPLACEMENT FOR Ford F550 1-1/2 ton Aerial Lift

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
 If no, why not?

APPROXIMATE COST: \$180,000* COST IN CAPITAL FORECAST: \$180,000*
 *Recent discussion with our OSHA consultant indicates that as of November there are new OSHA sensor requirements for all aerial lifts that will add \$30k to the cost of this lift
 Source of funds: MIF – PUBLIC WORKS

ESTIMATED USEFUL LIFE: 20 YEARS

Has an RFP been issued? YES NO To be bid August 2019
 Have bids been received? YES NO Number of bids received: _____
 Was the lowest bid the winner? YES NO If not, why?

How will the equipment/vehicle be used?
 This vehicle is used in daily operations for tree trimming, replacement of lighting, accessing building exteriors, and accessing pole mounted equipment. During storms of any type this is a front line vehicle used during and/or after storms for accessing broken limbs, taking down broken trees, or accessing anything else that is out of reach from the ground.

Is it a replacement? YES NO Ford F550 1-1/2 ton Aerial Lift
 If yes, describe condition of what is to be replaced: Please see spreadsheet
 Pictures attached? YES NO

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD



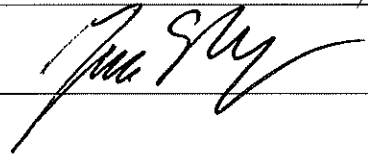
DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/20/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: **PUBLIC WORKS** Date: **7/12/19**

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
REPLACEMENT FOR 1998 BOBCAT COMPACT LOADER

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
 If no, why not?

APPROXIMATE COST: \$45,000 COST IN CAPITAL FORECAST: \$45,000
 Source of funds: **CNR – PUBLIC WORKS**

ESTIMATED USEFUL LIFE: **20 YEARS**

Has an RFP been issued? YES NO To be bid August 2019
 Have bids been received? YES NO Number of bids received: _____
 Was the lowest bid the winner? YES NO If not, why?

How will the equipment/vehicle be used?
 This vehicle is used daily operations to load materials, move pallets, and generally support highway department operations. During storms it can be used to clear snow from sidewalks, plow tight areas, and load out or push up snow from locations where the larger loaders cannot be used. It can be fitted with a myriad of attachments from plows to sweepers to augers to forklifts to mini backhoes. It is a versatile piece of equipment that we depend on for a variety of uses

Is it a replacement? YES NO 1998 bobcat compact loader
 If yes, describe condition of what is to be replaced: Please see spreadsheet
 Pictures attached? YES NO

FINANCE

This section to be completed by the Finance Director.

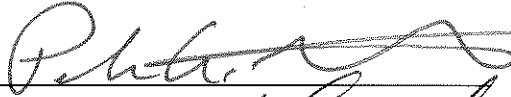
EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

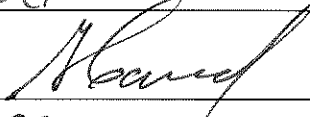
REVIEW/SIGN-OFF

DEPARTMENT HEAD



DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date:7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
REPLACEMENT FOR 1998 ELGIN STREET SWEEPER

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
If no, why not?

APPROXIMATE COST: \$220,000 COST IN CAPITAL FORECAST: \$220,000
Source of funds: CNR – PUBLIC WORKS

ESTIMATED USEFUL LIFE: 20 YEARS

Has an RFP been issued? YES NO To be bid August 2019
Have bids been received? YES NO Number of bids received:
Was the lowest bid the winner? YES NO If not, why?

How will the equipment/vehicle be used?
This vehicle is used in our spring road sweeping program along with two other sweepers, and during weekly sweepings of both the downtown area and Saugatuck center.

Is it a replacement? YES NO 1998 Elgin Street Sweeper
If yes, describe condition of what is to be replaced: Please see spreadsheet
Pictures attached? YES NO

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

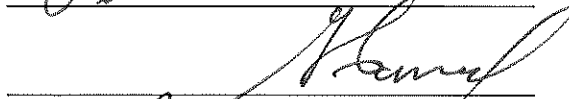
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DEPARTMENT HEAD



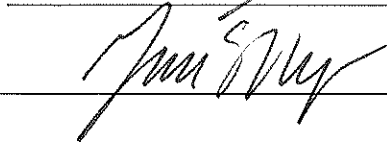
DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date: 7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
REPLACEMENT FOR 2007 F350 W/ LIFTGATE

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
If no, why not? THIS VEHICLE WAS CUT FROM THE OPERATING BUDGET IN INFORMAL SESSION TO MEET THE BUDGET GOALS

APPROXIMATE COST: \$45,000 COST IN CAPITAL FORECAST: N/A
Source of funds: CNR – PUBLIC WORKS

ESTIMATED USEFUL LIFE: 10 YEARS

Has an RFP been issued? YES NO To be bid August 2019
Have bids been received? YES NO Number of bids received: _____
Was the lowest bid the winner? YES NO If not, why?

How will the equipment/vehicle be used?
This vehicle is used in daily operations by the Building Maintenance division to move men materials and equipment between various town properties. during storms it is used heavily to shuttle snow blowers, salt and tools around to various town properties for snow removal

Is it a replacement? YES NO 2007 F350 w/Lift Gate
If yes, describe condition of what is to be replaced: Please see spreadsheet
Pictures attached? YES NO

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

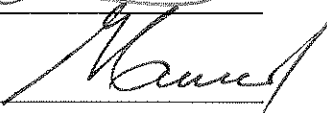
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DEPARTMENT HEAD



DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: PUBLIC WORKS Date:7/12/19

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
REPLACEMENT FOR 2007 F350 DUAL WHEEL DIESEL w/CRANE

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
[X] []
If no, why not?

APPROXIMATE COST: \$120,000 COST IN CAPITAL FORECAST: \$120,000
Source of funds: SEWER RESERVE

ESTIMATED USEFUL LIFE: 10 YEARS

Has an RFP been issued? YES NO
[] [X] To be bid August 2019
Have bids been received? YES NO Number of bids received:
[] [X]
Was the lowest bid the winner? YES NO If not, why?
[] []

How will the equipment/vehicle be used?
This vehicle is used in daily sewer operations by the Sewer division to move men, materials, and equipment between various town sewer facilities. It is heavily used to manage the specialized sewer equipment and materials that are used in the treatment plant, and to service the 19 pump stations that we own around the Town

Is it a replacement? YES NO
[X] [] 2007 F350 dual wheel diesel with crane
If yes, describe condition of what is to be replaced: Please see spreadsheet
Pictures attached? YES NO
[X] []

FINANCE

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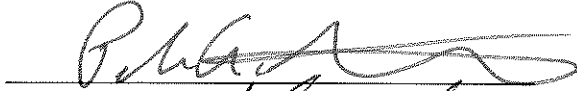
EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

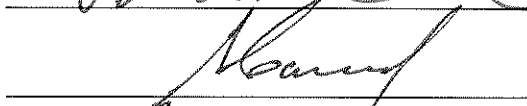
REVIEW/SIGN-OFF

DEPARTMENT HEAD



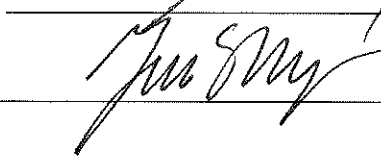
DATE: 8/19/19

FINANCE DIRECTOR



DATE: 8/21/19

FIRST SELECTMAN



DATE: 8/19/19

FY 2020 Capital Equipment Request - updated 8/19/19

Year	Age	Description	Division	Fund	Repl. yr.	Repl. Cost	Cap. Forecast Yr.	Condition Notes	3-year Maint. Costs	Est. Repair cost to return to full duty, (if applicable)
2000	19	928G CAT Front-End Loader	HWY	Bond	2015	\$220,000	2020	Grounded for all but minimal yard use in an emergency; Needs \$75k in cab replacement, rollover protection, transmission, rims, etc.; This and our other loader are used to clear roads of trees and during snowstorms to load trucks. Last winter we rented a loader instead of using this one due to safety concerns.	\$ 53,466.00	\$ 75,000.00
1992	27	John Deere 710 Backhoe	HWY	Bond	2003	\$150,000	2024	Grounded due to hydraulic failure; The hydraulic failure on this backhoe caused a crushing injury on one of our assistant foremen. in April. It will cost approx. \$40,000 alone just to replace hydraulics on this machine. At 27 years it has suffered fatigue from heavy usage and at this point will not be used again unless we go through the entire machine to ensure it is safe for use. For the past three years we have only been using this in the yard and for limited front line duty in emergencies. When working properly, this machine is used for picking up wood during tree events as well as general backhoe use throughout the year. This is one of two backhoes and is our largest unit. At this point we will most likely have to rent another one until this is replaced or recertified.	\$ 15,546.00	\$ 40,000.00
2004	15	Ford F550 1-1/2 ton w/Aerial Lift	HWY	Bond	2014	\$180,000*	2020	This has reached the end of it's safe useful life due to twisting stress on the frame and bed from the lift; We have spent approx. \$45k in repairs over the past 3 years, and are limping along, but this is critical for tree clearing operations during storms. It is used every day in normal operations as well. * Recent discussion with our OSHA Consultant indicated that as of November 2019 there will be increased requirements for safety sensing devices on all new aerial lifts, which will add approx. \$30 k to the purchase price	\$ 44,366.00	N/A - Front line
1998	21	Bobcat Compact Loader	HWY	CNR	2010	\$45,000	2023	At 21 years old this equipment is reaching the end of its useful life. It is used as a yard machine only to load/unload materials and equipment. While it has not had a lot of maintenance cost our fear is the Hydraulic system could let go just due to old age, much like the backhoe did, and possibly injure someone working in or around it.	\$ 2,300.00	N/A
2004	15	Elgin Sweeper	HWY	CNR	2009	\$220,000	2020	Grounded - Requires \$45,000 of repairs to make usable for one season. To make it usable for the next three years that figure increases to \$65,000. We need 3 sweepers to effectively do our spring sweeping program. We are down to 2 and the 1998 sweeper we have has been repaired enough to last the next three years, totalling \$56,500, but will likely need to be replaced by FY2023. If we lose a second sweeper we cannot do our sweeping program without renting equipment. Rather than putting \$65k in to this sweeper it makes more sense to replace it.	\$ 38,370.00	\$ 65,000.00
2007	12	Ford F350 Utility Body w/Liftgate	MAINT.	CNR	2017	\$45,000	n/a	This truck is not worth repairing. It has a rotted out body and liftgate due to heavy usage during every snowstorm; Estimated cost to repair is \$25k+.	\$ 7,094.00	N/A - Body rotted out
2007	12	Ford F350 Utility Body w/ Crane, 6.2l diesel	SEWER	SWR Fund	2017	\$120,000	2021	This is a critical piece of Equipment for removing /replacing pumps, pipes, and other mechanical sewer equipment. The body and bed, are rusting out, and the crane should be replaced. The 6.2 liter diesel engine is a notoriously bad design and has proven to be a money pit for repairs over the last 5 years. Spent approx. \$40k in mechanical repairs over the last 3 years. We should not put any more money in to this truck, but rather salvage it to recoup whatever residual value it has	\$ 39,038.00	N/A - body rotted out