

Board of Selectmen Meeting
July 22, 2020
Notice & Agenda
*REVISED 07-20-2020

Notice is hereby given that the Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority will hold a public meeting on Wednesday, July 22, 2020 at 9:00 a.m. Pursuant to the Governor's Executive Order No. 7B, there is no physical location for this meeting. It will be held electronically, live streamed on www.westportct.gov, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020. Emails to the Board of Selectmen prior to the meeting may be sent to selectman@westportct.gov. Comments to be read during the public comment portion of the meeting may be emailed to BOScomments@westportct.gov. We will use our best efforts to read public comments if they are received during the public comment period, include your name and are brief; no longer than 3 minutes. Agenda to include but not be limited to the following and subject to revision:

1. To take such action as the meeting may determine to approve the minutes of the Board of Selectmen's Public Meeting of July 8, 2020 and the Water Pollution Control Authority's Public Meeting of July 8, 2020.
 2. To take such action as the meeting may determine to approve the closure of the town owned roadway known as Church Lane from the intersection of Elm Street to Post Road East for the month of August, 2020 to allow for additional pedestrian access and outdoor restaurant seating.
 3. To take such action as the meeting may determine to approve Amendment 3 to the Professional Services Agreement between the Town of Westport and Wiss Janney Elstner for the Coleytown Middle School Rehabilitation Project, dated April 11, 2019, as modified by Amendment 1, dated August 12, 2019 and Amendment 2, dated March 17, 2020.
 4. To take such action as the meeting may determine, upon the request of the Finance Director, to approve the Agreement between the Town of Westport and Marsh & McLennan Agency, LLC to provide consulting services.
 5. To take such action as the meeting may determine, upon the request of the Finance Director, to approve the Agreement between the Town of Westport and Milliman, Inc. as it relates to actuarial services for the Town's pension and other post employment benefit fund including its annual plan and GASB valuations and other related services.
- *REVISION 1 added 07-20-2020*
6. To take such action as the meeting shall determine to approve the agreement with StreetScan Inc. for Automated Asset Management Services related to street and sidewalk maintenance.
 7. Acting in its capacity as the Water Pollution Control Authority, upon the request of the WPCA Collection System Supervisor, to review and approve the revised Inflow & Infiltration (I&I) Abatement Policy in accordance with the wastewater collection system flow evaluation of the Town's sewer service area.
 8. Presentation of Supplemental Soil Investigation and Preliminary Risk Assessment Report, Baron's South Property, conducted by Thunderbird Environmental, LLC, to present findings of additional investigations, analyses, and to make recommendations for disposition of the excess fill associated with the expansion and site improvements at the Westport Center for Senior Activities, (WCSA). Available for review on the Town's website at <https://www.westportct.gov/government/baron-s-south-stockpile-2019>

James S. Marpe, First Selectman

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or eflug@westportct.gov at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

1. To take such action as the meeting may determine to approve the minutes of the Board of Selectmen's Public Meeting of July 8, 2020 and the Water Pollution Control Authority's Public Meeting of July 8, 2020.

Board of Selectmen Meeting
July 8, 2020
MINUTES (DRAFT)

The Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority held a public meeting on Wednesday, July 8, 2020 at 9:00 a.m. Pursuant to the Governor's Executive Order No. 7B, there was no physical location for this meeting. It was held electronically, live streamed on www.westportct.gov, broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020, and uploaded to the website at <https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1087>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Peter Ratkiewich, Al D'Amura, Elaine Daignault, Ira Bloom, Peter Gelderman, presenters as noted in the minutes and Eileen Francis, recording secretary.

MINUTES

1. Jen Tooker presented Item #1. There were no revision. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the minutes of the Board of Selectmen's and the WPCA's Public Meeting of June 24, 2020 are hereby APPROVED.

APPROVE ACCEPTANCE OF ART DONATION FROM ESTATE OF STEFFI FRIEDMAN

2. Kathie Bennewitz representing the Westport Arts Advisory Committee presented Item #2. Ms. Bennewitz provided a history of the artist and a description of the donated art pieces. She advised that the sculpture is appropriate for placement at Staples High School. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the acceptance of the bronze, *Pas des Deux* (2002) and a pair of terracotta bas reliefs, *Children's Stories I* and *Children's Stories II* (early 1990s), from the estate of Steffi Friedman to the Town of Westport Permanent Art Collection is hereby APPROVED.

REVIEW AND APPROVE ADDITIONAL DATES FOR THE USE OF THE IMPERIAL AVENUE PARKING LOT FOR A DRIVE IN MOVIE THEATRE BY REMARKABLE THEATRE.

3. Marina Derman and Doug Tirola representing Remarkable Theatre presented Item #3. They advised that the previous four events were well received and there were no issues or concerns noted by attendees or the police department. According to Al D'Amura, there were no safety or traffic concerns. The applicants requested that additional dates, and increase in the allowed numbers of vehicles, allowing seating in front of vehicles and including possible food service be reviewed and approved as a condition of application. The Board requested that the organizers specify dates and routine days of the week when the events will be presented. The Police Department also requested additional lead time for requesting the police detail. The note from the Fire Marshal and WWHD related to the potential for food trucks was discussed. Remarkable Theatre assured the Board that food trucks would not be on site for the events. The conditions of approval are included in the resolution. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the use of Town Property known as the Imperial Avenue Parking Lot for the Remarkable Theatre's drive-in movie event(s) as approved on June 10, 2020, revised and contingent upon compliance with the following:

- 1) updated comments and safety recommendations from relevant Town departments;
- 2) additional dates to be specified to the Selectman's Office;
- 3) an increase in allowed vehicle parking;
- 4) outside vehicle seating;
- 5) an extension to September 30, 2020;
- 6) submission of updated evidence of insurance and hold harmless agreements acceptable to the Town Attorney's Office, and
- 7) in accordance with the Town Policy on the Use of Town Property, Facilities and Public Roadways

Is hereby APPROVED.

Item #4 submitted after Westport News Publication Deadline

REVIEW AND APPROVE ADDITIONAL DATES FOR THE USE OF THE IMPERIAL AVENUE PARKING LOT FOR SUPPER AND SOUL CONCERTS

4. Executive Director of the Westport Weston Chamber of Commerce Matthew Mandell presented Item, #4. Mr. Mandell indicated that the previous event ran smoothly with no issues. The Police Department confirmed. There were no calls to the advertised phone line or to the police department relative to sound complaints. Mr. Mandell stated that he was monitoring the sound throughout the event and the levels were within acceptable range, and below the levels typically emitted from the Levitt Pavilion. Mr. Mandell requested that the Board approve a set up that included additional vehicles and a later start time. Mr. Marpe stated that 9:00 PM should be the hard stop and Mr. Mandell indicated that the organizers would try to accommodate that schedule. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the request from the Westport Weston Chamber of Commerce to use Town property known as Imperial Avenue Parking Lot for "Supper and Soul Car Concerts", as approved by the Board of Selectmen on June 16, 2020, revised to request additional performance dates on August 7, 2020 and August 8, 2020 (rain date August 9, 2020), update the number of allowable vehicles and a start time of 7:00 PM, contingent upon compliance with comments and safety recommendations from relevant Town departments, and in accordance with the Town Policy on the Use of Town Property, Facilities and Public Roadways is hereby APPROVED.

Item #5 submitted after Westport News Publication Deadline

APPROVE AMENDMENT TO CDBG WESTPORT CITIZEN PARTICIPATION PLAN

5. Human Services Director Elaine Daignault presented Item #5. Ms. Daignault explained that the new amendments were a result of Executive Order 7B that was issued due to Covid-19. The requirement for notice deadlines for public meetings were revised. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the amendment to the Community Block Grant (CDBG) Program Westport Citizen Participation Plan as it relates to notice of public hearings is hereby APPROVED.

APPROVE AMENDMENT TO AND EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND J&M TRANSFER

6. Public Works Director Peter Ratkiewich presented Item #6. Mar. Ratkiewich explained that there are minor revisions and a minimal increase in price from the original contract. Further, the request was for a term extension on the original agreement through 2022. Upon motion by Jim Marpe, seconded By Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the amendment to and extension of the existing contract between the Town of Westport and J&M Transfer of Exeter, Rhode Island, for removal of sludge from the Water Pollution Control Facility is hereby APPROVED.

ITEM #7 (SUMMIT SAUGATUCK REQUEST FOR MLE) IS INCLUDED IN WPCA MINUTES OF JULY 8, 2020

ADJOURNMENT

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the meeting was adjourned at 11:20 AM.

Eileen Francis, Recording Secretary

NOTICE

Notice is hereby given that at a meeting held on July 8, 2020 at 9:00 AM, the Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority took the following action:

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Re-Application of Summit Saugatuck, LLC for Extension of Private Sewer from Davenport Lane to Hiawatha Lane Extension; Allocation of Sewer Capacity; and Approval to Connect Residential Development, dated February 7, 2020 is hereby DENIED, due to

- (i) lack of a positive 8-24 Report from the Westport Planning & Zoning Commission or Representative Town Meeting by a 2/3 vote; and
- (ii) the WPCA's Policy Regarding "Private Sanitary Sewer Mainline Extensions" (MLE) condition that the Water Pollution Control Authority may not consider the application without a positive 8-24 Report.

James S. Marpe, Chair

Submitted to Town Clerk's Office July 14, 2020

Submitted for Publication in Westport News July 17, 2020

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James S. Marpe, Chair

Submitted to Town Clerk's Office July 14, 2020

2. To take such action as the meeting may determine to approve the closure of the town owned roadway known as Church Lane from the intersection of Elm Street to Post Road East for the month of August, 2020 to allow for additional pedestrian access and outdoor restaurant seating.



WESTPORT

EVENT CHECKLIST

Day, Date, Time of Event	August 2020
Event	Closing Church Street
Town Property	Church Street
Event organizer	Westport Downtown Merchants Association
Organizer Contact Info	Jacqui Bidgood, 203-293-0099, events1@westportdma.com
Set Up/Breakdown Times	
Req to Depts Sent	7/16/2020
BOS Approval Date	
FINAL APPROVAL DATE	

	Date
Processing Fee	
Bond	Roll
Verified COI	
Verified Hold Harmless	5/21/2020
3 rd Party (If Applicable)	n/a
Map/Route/Set-Up	7/15/2020
After Action Report	
Bond Returned	

Approvals/Comments (see att)	✓
Chief of Police	✓
Fire Chief	✓
Director of Public Works	
Director of Parks and Recreation	✓
Director of Westport/Weston Health District	
Westport Library	N/A



WESTPORT

DEPARTMENT RESPONSES

Day, Date, Time of Event	August 2020
Event	Closing Church Street
Town Property	Church Street
Event organizer	Westport Downtown Merchants Association
Organizer Contact Info	Jacqui Bidgood, 203-293-0099, events1@westportdma.com
Set Up/Breakdown Times	
Req to Depts Sent	7/16/2020

DATE:		
7/17/2020	POLICE:	The Police Department has reviewed the request and we have no public safety concerns at this time with Church Lane. AI
7/20/2020	FIRE:	See attachment
	PUBLIC WORKS:	
7/16/2020	PARKS & REC:	No comments from P&R Jennifer A. Fava
	WWHD:	
	LIBRARY:	N/A

During the week there is minimal foot traffic which is not likely to increase by closing the street at the present time. I realize it might create more business for The Spotted Horse and the new restaurant. The manager at Nic and ? had one customer on Tuesday prior to my coming in around 4 pm. We chatted about the possible closure and Main Street flowers.

I realize this year is different but some people will still venture to other places in August making even less people around.

As a compromise I would try closing the street perhaps Saturday and Sunday to better gauge the foot traffic. I also have some sympathy for people who live in the neighborhood and should be able to have easy access.

My opinion of course

Arline P Gertzoff

RTM3



DEPARTMENT OF FIRE SERVICES

Fire Marshals Office (203) 341-5020

Fax (203) 341-5009

Nathaniel Gibbons, Fire Marshal

July 17, 2020

Westport Traffic Commission
110 Myrtle Avenue
Westport CT 06880

Subject: Closing Church Street a.k.a Church Lane.

Dear Members of the Commission:

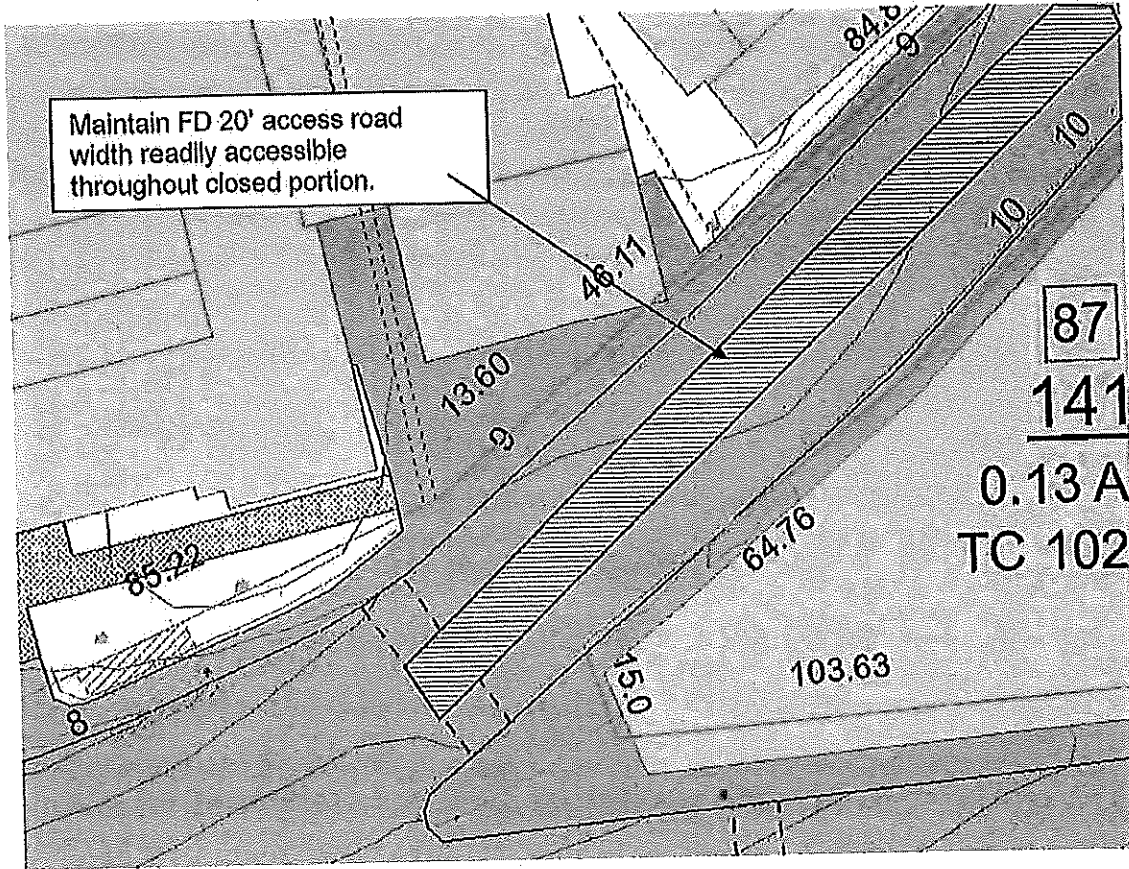
This office has received and reviewed the application by the Westport Downtown Merchant's Association to temporarily close Church Lane and has the following comments:

Fire Apparatus Emergency Access

The applicant has stated they plan to provide emergency access to Church Lane. As this is a high-value densely developed area with mercantile, assembly, business and residential occupancies on both side of the street, it is imperative that apparatus access be maintained for the protection of life and property.

Applicant's proposal to use temporary cones or saw horses (easily removed) are acceptable.

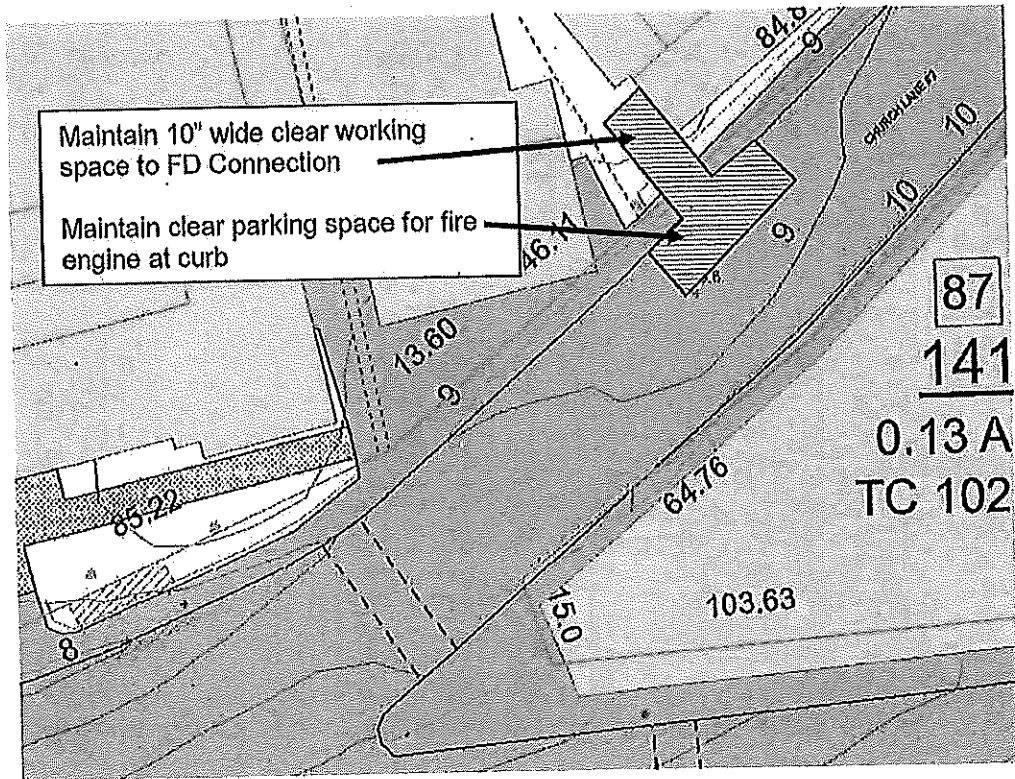
CSFSC 18.2.3.4.1.1 requires a minimum 20 foot width for a fire access road. Applicant shall maintain a readily accessible fire access lane throughout Church Lane.

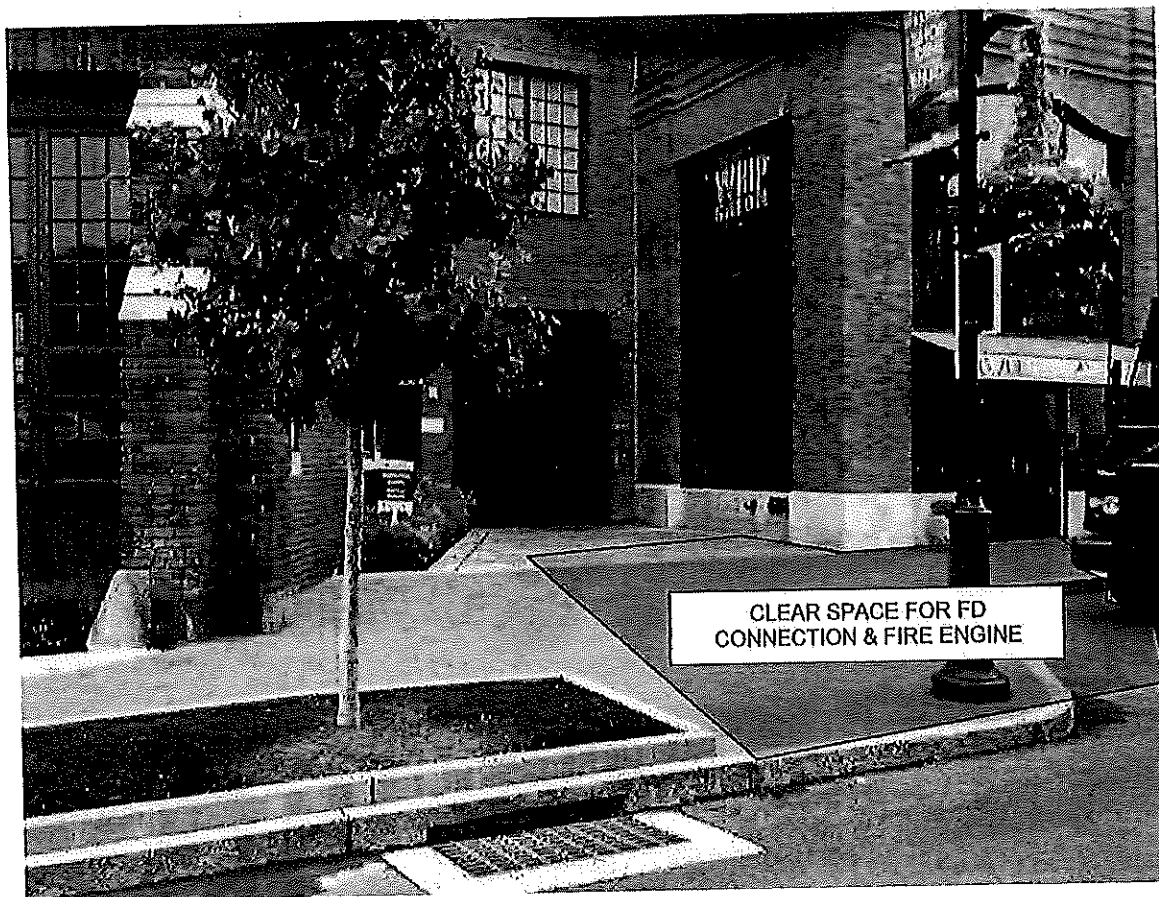
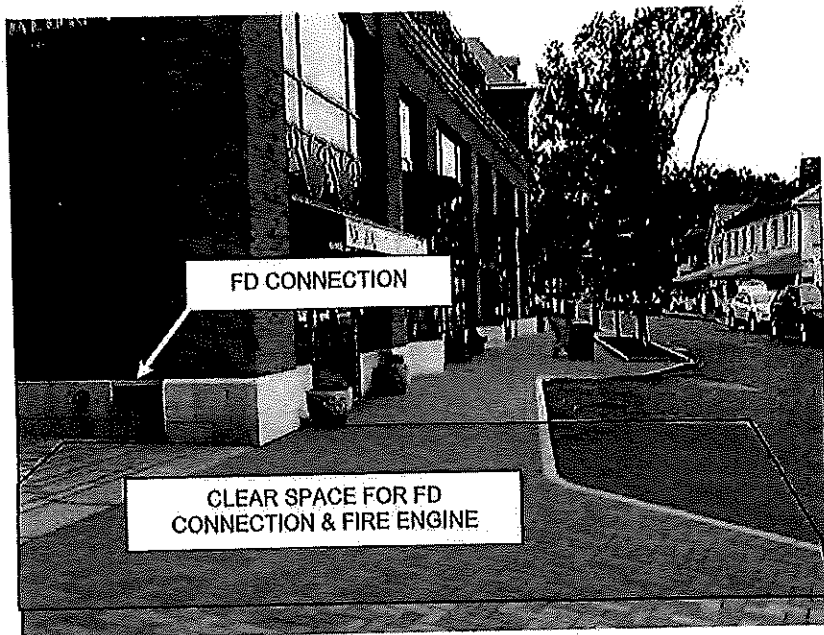


515 POST ROAD EAST, WESTPORT, CT 06880

Access to Bedford Square FD Connection

The applicant's drawing appears to show dining tables set up in front or blocking street hose line access to the Fire Department Connection located at the north side of the Bedford Square residential entrance. This connection may require up to 4 lines, 2 1/2" in size. A clear working space 10 feet wide shall be maintained between the FD connection and the street curb. The curb space shall be kept clear for apparatus positioning to service the connection:

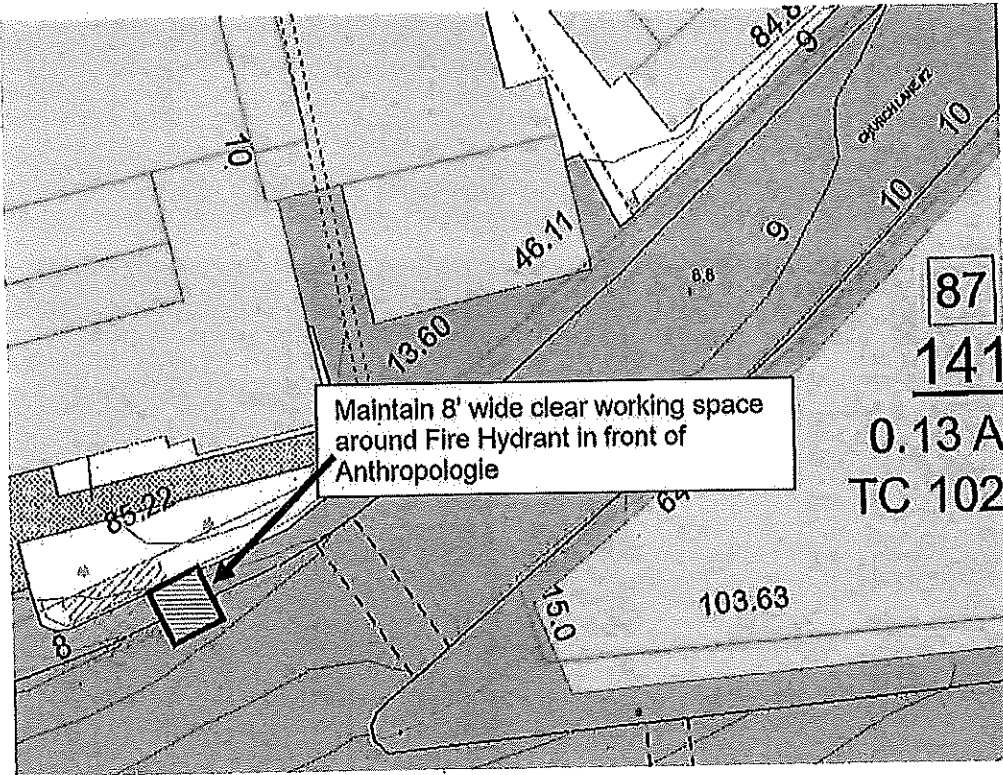


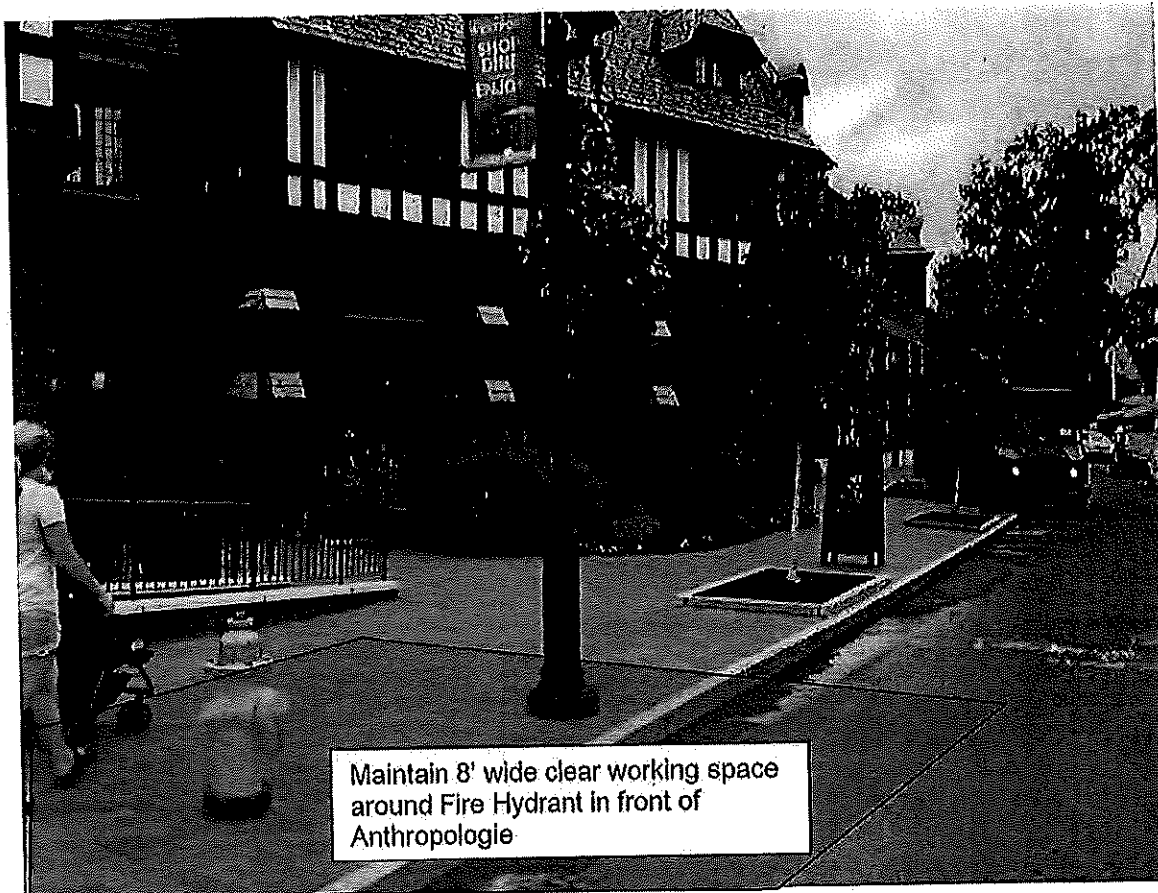


515 POST ROAD EAST, WESTPORT, CT 06880

Access to Church Lane Fire Hydrant

The fire hydrant in front of Anthropologie serves the entire Bedford Square complex and the occupancies across Church Lane through The Spotted Horse. Instant access to this hydrant is part of the process of supplying water to the Square's fire sprinkler system. An 8' box of clear space shall be maintained on all four sides of this hydrant, including the curb space and street in front of it.





Summary

This office has no objection to the temporary closure of Church Lane subject to:

- 1) Easily movable barriers at closure points
- 2) 20' minimum fire access road width throughout
- 3) 10' clear access to FD Connection with road space for fire engine
- 4) 8' clear access to fire hydrant with road space.

Please call if you have any questions

Fire Marshal

Received 7/16/2020

Hi Eileen - this is the formal request and recommendation from WDMA for the Church Lane block closure. We would appreciate being able to present the recommendation to the Board of Selectmen on July 22.

Recommendation: the block of Church Lane from Elm Street to Post Rd E be closed to parking and regular traffic initially for the calendar month of August. Trash, deliveries and emergencies will have access.

Purpose: to enable the restaurant businesses of Amis, Spotted Horse and Manna Toast to expand their outdoor dining into the pavement area of the street. A plan of how we anticipate the tables to occupy their additional space is attached. If other restaurants on the block choose to join the program, they will be welcomed and accommodated.

Barricades and Safety: WDMA plans to work with PD to place PD barricades at the Elm & Church end of the block to restrict regular traffic but is easy to move when trash trucks and delivery vehicles need to access. WDMA can place sandwich boards in front of the barricades with signage indicating there is access for trash and deliveries, but the road is closed to traffic for the expansion of dining businesses on the block.

At the Post Road end of Church Lane, WDMA will place its branded white cones across the width of the block to denote there is no traffic on the block.

This plan leaves a clear lane in the road for trash, deliveries and emergencies.

Participating Restaurants: Amis, Spotted Horse and Manna Toast. Each restaurant will be submitting permit applications to P&Z for outdoor dining expansion concurrently with this recommendation.

Overall Mission: to increase the outdoor dining capacity on Church Lane, bring more people to the block and encourage foot traffic into the retail stores. WDMA does not consider this initiative an "event" and is relying on individual restaurants to satisfy permit and insurance requirements directly with the Town of Westport. Additionally other retailers on this block are very interested in being able to bring merchandise tables or experiences outside their premises on the sidewalk, attracting patrons to their stores.

Future Enhancement: To further create the atmosphere of a fun and summery dining and shopping destination, WDMA is exploring adding string lights across the street, high up between Bedford Square and Patagonia building - at the height of the proposed cross street banner.

Respectfully submitted,

for the Westport Downtown Merchants Association

--
Jacqui Bidgood
EVENTS DIRECTOR

56 Church Lane
Westport, CT 06880
o: 203.293.0099
c: 812.419.9736

EVENT PERMITTEE
INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised August 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this 21 day of May, 2020, by Westport Downtown Merchants Assn (PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY) OBTAINING THE PERMIT ("Indemnitor") of 56 Church Lane (PRINT ADDRESS) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, Indemnitor has submitted an application (the "Application") for the Town's permission to use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises") for the following event (PRINT NAME OF EVENT): Closing Main Street and Church Lane for Re-opening of downtown. (the "Event") beginning June 1st - August 31st (earliest start date, including set-up) and ending August 31st. (latest end date including breakdown and rain date),

OR

WHEREAS, Indemnitor has requested permission to hang a banner (the "Banner") across Main Street or at Luciano Park or Compo Beach or at _____ location on _____ (date(s)),

NOW THEREFORE, in consideration of Indemnitor's receipt of said permission from the Town, Indemnitor agrees as follows:

1. Permission to use the Premises for the Event or permission to hang the Banner, as the case may be, may be revoked by the Town immediately upon the breach by Indemnitor of any term of this Agreement or any term or condition of the approved Application. This Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the Premises or hanging of the Banner, as the case may be, or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate at the Event, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises or the hanging of the Banner, as the case may be.
3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Parks and Recreation, (ii) relinquish use of the Premises upon expiration or termination of the Event in the same condition as it was prior to its entrance on the Premises, (iii) remove all litter, trash and other refuse from the Premises following the conclusion of its use, and (iv) use the Premises in strict compliance with the terms and conditions of the approved Application and all policies, procedures and conditions relating to the use of Town-owned properties, and in accordance with all applicable laws, rules, regulations and ordinances of all governmental authorities.
4. Indemnitor shall safeguard all who come upon the Premises and shall protect against any personal injuries and property damage resulting from Indemnitor's use of the Premises.

5. Indemnitor shall obtain the following insurance coverages covering the indemnitor's obligations under this Agreement, including without limitation claims by participants in the Event, from companies with an A.M. Best rating of A- (VII) or better:

a. **Commercial General Liability Insurance** including Products and Completed Operations. Limits shall be at least: **Bodily Injury & Property Damage** 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) per location; and **Products and Completed Operations** aggregate limit of \$2,000,000. For each policy required by this Agreement, the indemnitor is required to provide the amount of insurance specified in this Agreement or the amount of insurance that the indemnitor actually has, whichever is higher.

i. If drones are permitted at, on or above the Premises, this coverage must include **drone liability insurance** for the limits above.

ii. If children at the Event will be under the care, custody or control of the indemnitor or any employee, volunteer, or other agent of the indemnitor or any subcontractor of the indemnitor, this coverage shall include **Abuse and Molestation liability insurance** with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for the actual or threatened abuse or molestation of anyone or any person while in the care, custody or control of any indemnitor.

iii. If alcoholic beverages will be sold, provided and/or served and either (i) a fee is charged for the Event or (ii) an alcoholic beverage permit is obtained, **Liquor Liability insurance** in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless the Event is scheduled as an exception to the liquor liability exclusion on the Commercial General Liability policy.

iv. If automobiles are an integral part of the Event (car shows, road rallies, touch-a-truck, filming from automobiles, and the like), **Automobile insurance** in the amount of \$1,000,000 each accident combined single limit covering bodily injury and property damage for all owned, hired and non-owned autos.

v. If indemnitor has employees, **Workers Compensation insurance** required by statute with Employer's Liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000, and \$500,000 disease aggregate, including a waiver of subrogation in favor of the Town.

vi. If indemnitor is renting a Town building, **Damage and Rented Premises insurance** in the amount of \$500,000 per occurrence.

6. Indemnitor shall provide the Town with Certificate(s) of Insurance on Acord 25 (2016/03) or later edition evidencing all insurance policies required by this Agreement, and all such Certificate(s) of Insurance, shall:

a. Name the "Town of Westport" as an **additional insured** and include **ISO Form CG 20 12 04 13 ("Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations")** or equivalent (except that this is not required for Workers Compensation insurance), and

b. Be provided on an **occurrence basis** and will be **primary and shall not contribute** in any way to any insurance or self-insured retention carried by the Town, and

c. Contain a **waiver of subrogation** in favor of the Town, and

d. Contain a **broad form contractual liability** endorsement or wording within the policy form to comply with the hold harmless and indemnity obligations of indemnitor under this Agreement, and

e. Declare all **deductible and self-insured retentions**, and all such deductibles and self-insured retentions are subject to the approval of the Town.

f. Show that policies are in effect for all of the days of the Event; otherwise a renewal certificate is required.

g. Require notice of cancellation to the Town according to policy provisions.

7. If a high risk third party, as determined by the Town, (e.g., tent provider, bouncy house provider, valet parking service, fireworks provider) will be authorized to participate at the Event, the third party shall execute and deliver a separate Indemnity and Hold Harmless Agreement and provide the Insurance coverages required hereby.

8. This Agreement and the Town's permission to use the Premises or hang the Banner, as the case may be, shall not be assigned by Indemnitor without the prior written approval of the Town's First Selectman, the Director of Parks and Recreation, or the Farm Director.

9. This Agreement and the Application and the Town's policies and procedures supersede any and all prior agreements and understandings with the Indemnitor regarding the subject matter of this Agreement. This Agreement shall be governed and interpreted in accordance with the laws of the State of Connecticut. No provision of this Agreement shall be deemed waived by the Town unless the waiver is in writing and signed by the Town's First Selectman or the Director of Parks and Recreation. Any provision of this Agreement that is deemed unenforceable by a court of competent jurisdiction shall be deemed amended and construed to have a valid meaning that is the most protective to the Town, and if no such validating construction is possible shall be severed from this Agreement, and the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement shall be binding on Indemnitor and its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Town of Westport and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers, representatives and assigns.

[NAMES APPEAR ON FOLLOWING PAGE]

WITNESS

[Signature]
Print Name: WM. SCOT BENNEWITZ
Print Address: 1 GREENBRIER RD
WESTPORT CT 06880

INDEMNITOR

Westport Downtown Merchants Association
Print Name of the Corporation, LLC, or other Entity

By [Signature]
Signature of Authorized Signatory
Print Name: Randy Herbertson
Print Title: President, Westport DMA

STATE OF CONNECTICUT)

) sb: _____, Connecticut, _____ 20____

COUNTY OF _____)

Personally appeared _____ signer(s) and sealer of the foregoing instrument, and acknowledged before me the same to be his/her/their free act and deed, and acknowledged before me that he or she is authorized to execute this agreement on behalf of the Indemnitor and to bind the Indemnitor to its terms and that he or she holds the title with the Indemnitor that is written below his or her name above.

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

IMPORTANT NOTE:
PLEASE SEND A COPY OF THIS AGREEMENT TO YOUR INSURANCE BROKER OR COMPANY
SO THAT THEY UNDERSTAND YOUR INSURANCE OBLIGATIONS
BEFORE THEY ISSUE YOUR CERTIFICATE OF INSURANCE



WESTPORT™

TO: Finance Department
FROM: Donna Douglass
Selectman's Office
DATE: July 16, 2020
SUBJECT: Use of Town Roads BOND ROLLOVER

The Westport Downtown Merchants Association has a 1000.00 bond on file. Please rollover that bond to accommodate its request for the Use of the Town Property for its closing of Church Street to be held on August 2020.

3. To take such action as the meeting may determine to approve Amendment 3 to the Professional Services Agreement between the Town of Westport and Wiss Janney Elstner for the Coleytown Middle School Rehabilitation Project, dated April 11, 2019, as modified by Amendment 1, dated August 12, 2019 and Amendment 2, dated March 17, 2020.