

Board of Selectmen Meeting
November 12, 2020
Notice & Agenda

Notice is hereby given that the Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority will hold a public meeting on Thursday, November 12, 2020 at 9:00 AM. 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. Best efforts will be made 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 items and subject to revision:

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's special meeting of October 23, 2020, the Board of Selectmen's public meeting of October 28, 2020 and the Water Pollution Control Authority's public meeting of October 28, 2020.
2. To take such action as the meeting may determine, upon the request of the Human Services Director, to approve the Agreement between the Town of Westport and Kids in Crisis as it relates to providing clinical services, training and crisis intervention support through the Kids in Crisis Teen Talk Program at Staples High School.
3. To take such action as the meeting may determine, upon the request of the Human Services Director, to approve the Agreement between the Town of Westport and Liberation Programs, Inc. as it relates to providing clinical substance abuse counseling services, assessment, intervention, prevention and training with a Licensed Drug and Alcohol Counselor at Staples High School.
4. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 20 Burritts Landing South, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 3, 2020.

Address corrected after Westport News Publication

5. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 270 Saugatuck Avenue, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 4, 2020.
6. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 14 Hillandale Road, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 4, 2020.

James S. Marpe, First Selectman
November 6, 2020

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.

ITEM #1

To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's special meeting of October 23, 2020, the Board of Selectmen's public meeting of October 28, 2020 and the Water Pollution Control Authority's public meeting of October 28, 2020.

Board of Selectmen Special Meeting
October 23, 2020
DRAFT MINUTES

The Westport Board of Selectmen held a special public meeting on Friday, October 23, 2020 at 12:30PM. 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, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

<https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1225>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Ira Bloom, Doug LoMonte, Sara Harris, Gary Conrad, Michael Ryan, and Eileen Francis, recording secretary.

AGENDA

1. Discussion and action regarding Consent to Assignment and Assumption to Lease and First Amendment to Lease regarding the Inn at Longshore, 260 Compo Road South, Westport.

The meeting convened at 12:30 PM.

Mr. Marpe presented the sole item, introduced the attendees, and provided general background.

Town Attorney Ira Bloom provided historical background and legal information on the original Lease between the Town of Westport and Longshore Associates of Westport Limited Partnership, dated January 1, 2007; the current Lease term has approximately 8 years remaining. He noted that the Lease provides the right of Longshore Associates to assign the Lease to another party, subject to approval by the Town, such approval will not be unreasonably withheld.

Attorney Doug LoMonte supplied additional information on the Lease Assignment as well as the First Amendment to the Lease and the negotiations between the parties in reaching an agreement to present to the Town.

Jennifer Tooker noted her role in the "due diligence" team that focused on the financials and operating strategy of Longshore Hospitality LLC.

Michael Ryan, representing Longshore Hospitality LLC, gave an overview of both his and the new assignee's background and business models, noting the experience, focus and business model of the group and how it would be reflected in its management of the Inn. Mr. Ryan spoke about the expected synergy between the facilities at Longshore Club Park and the Inn at Longshore as well as with the Hospitality Group's other facilities in other locations.

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

RESOLVED, that the Board of Selectmen hereby APPROVES and AUTHORIZES First Selectman James S. Marpe to sign the Consent to Assignment and Assumption to Lease and First Amendment to Lease as it relates to the town-owned property known as the Inn at Longshore, 260 Compo Road South, Westport CT.

ADJOURNMENT

Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, the meeting adjourned at 1:30 PM.

Eileen Francis
Recording Secretary

Board of Selectmen Meeting
October 28, 2020
DRAFT MINUTES

The Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority held a public meeting on Wednesday, October 28, 2020 at 9:00 AM. 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, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

<https://view.earthchannel.com/PlayerController.aspx?&PGD=westportct&eID=1231>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Jennifer Fava, Elaine Daignault, Michelle Perillie, Peter Ratkiewich, Al D'Amura, Bryan Thompson, and Eileen Francis, recording secretary.

MINUTES

1. Jennifer Tooker presented Item #1. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the Minutes of the Board of Selectmen's public meeting of October 14, 2020 and the Water Pollution Control Authority's public meeting of October 14, 2020 are hereby APPROVED.

APPROVE ACCEPTANCE OF ANONYMOUS 20,000 GIFT TO HUMAN SERVICES DEPARTMENT

2. Human Services Director Elaine Daignault presented Item #2. Melissa Kane requested clarity on the Policy and the reason why this gift was before the Board for review and acceptance. In accordance to the Policy, any gift in an amount between 5,001 and 20,000 must be approved by the Board of Selectmen. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that in accordance with the Policy For Gifts to the Town and upon the request of the Human Services Director, the acceptance of an anonymous donation in the amount \$20,000.00 to the Department of Human Services - Families in Need Escrow Fund is hereby APPROVED.

APPROVE LEASE AGREEMENT WITH DLL PUBLIC FINANCE AND CLUB CAR, LLC FOR GOLF CARTS AND CARRYALL

3. Parks & Recreation Director Jennifer Fava presented Item #3. Ms. Fava provided details on the upgraded golf carts, their functionality and features, including the increased battery power that made the carts more energy efficient. Ms. Fava also described the purchasing cooperative arrangement that was utilized to achieve the best price for the lease. The cost of the lease is included in the Parks & Recreation operating budget. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request of the Parks and Recreation Director and subject to final review by the Town Attorney's Office, the lease agreement with DLL Public Finance and Club Car, LLC for the lease of 50 Club Car golf carts and 1 Carryall 500 for use at Longshore Golf Course is hereby APPROVED.

APPROVE INFORMATION SHARING ACCESS AGREEMENT BETWEEN THE DHS/FEMA, FIMA AND THE TOWN OF WESTPORT

4. Planning & Zoning Planner and Floodplain Management Specialist Michelle Perillie presented Item #4. Ms. Perillie provided background on how the information would be used to assist assessment for floodplain activities. This form of agreement is new this year. Assistant Town Attorney Eileen Flug stated that it passed legal review. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Information Sharing Access Agreement (ISAA) between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Federal Insurance and Mitigation Administration (FIMA) and the Town of Westport to enable FEMA to share information with Westport to review policy and/or claims information for floodplain management activities is hereby APPROVED.

Items 5-7 received after Westport News publication deadline

APPROVE INSTALLATION OF TWO NEW CROSSWALKS AT THE INTERSECTION OF ELM STREET AND MAIN STREET

5. Director of Public Works Peter Ratkiewich presented Item #5. Mr. Ratkiewich provided an overview/schematic of the intersection; described how the original proposal required modification and that the proposed crosswalks as engineered would enhance public safety. Staff Corporal Al D'Amura agreed with the assessment. Mr. Ratkiewich described the materials that will be utilized as well as the timetable for completion. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that acting in its capacity as the Local Traffic Authority, the installation of two new crosswalks at the intersection of Elm Street and Main Street, in accordance with approval granted by the Joint HDC /ARB Village District Overlay Committee and in accordance with the Downtown Master Plan is hereby APPROVED.

APPROVE MOVING EXISTING CROSSWALK ON MYRTLE AVENUE FROM THE TOWN HALL EXIT DRIVEWAY SOUTHERLY TO THE LOCATION IN FRONT OF TOWN HALL

6. Director of Public Works Peter Ratkiewich presented Item #6. Mr. Ratkiewich provided an overview/schematic of the current location of the crosswalk, the proposed location of a new crosswalk. Melissa Kane questioned the need to move the location and if the new crosswalk would be utilized. Mr. Ratkiewich noted that with the completion of the sidewalk around Veterans Green the crosswalk use has increased; it would provide an alternative for pedestrians who currently do not make use of the current crosswalk because it is less convenient and inaccessible, and the sightlines make the location preferable. Mr. Ratkiewich concluded that the proposed location was safer, practical and appropriate. Upon motion by Jim Marpe, seconded by Jennifer Tooker and passing by a vote of 3-0, it was:

RESOLVED, that acting in its capacity as the Local Traffic Authority, moving the existing crosswalk located at the base of the Town Hall exit drive on Myrtle Avenue, southerly to a location roughly centered on Town Hall is hereby APPROVED.

APPROVE REQUEST TO CT DOT FOR A MODIFICATION TO THE TRAFFIC LIGHT AT THE INTERSECTION OF BRIDGE STREET, GREENS FARMS ROAD AND COMPO ROAD SOUTH

7. Director of Public Works Peter Ratkiewich presented Item #7. Mr. Ratkiewich explained that the signal is controlled by the State of Connecticut and that any such request must be initiated by the Local Traffic Authority. Mr. Ratkiewich provided an overview of the signal and the intersection, noting that the inclusion of a left-hand turn signal on a cycle would be efficient and has the potential to ease congestion. Mr. Richard Lowenstein had questions that were addressed by Mr. Ratkiewich. The Board requested that

the results of the CT DOT engineering study, which will make the evaluation and determination for optimal timing, come back to the Local Traffic Authority for review. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that acting in its capacity as the Local Traffic Authority, a request to the Connecticut Department of Transportation, Division of Traffic Engineering for a modification to the traffic light at the intersection of Bridge Street, Greens Farms Road, and Compo Road South to create a left turn cycle from both the Northbound and Southbound directions onto Bridge Street and Greens Farms Road respectively is hereby APPROVED.

Items #8 and 9 are included in the WPCA Minutes of 10-28-2020

EXECUTIVE SESSION

10. *It is anticipated that the Board of Selectmen will vote to enter into Executive Session immediately following adjournment of its regular meeting to discuss Election Day preparation and security.*

AT 11:11 AM, the Board completed its regular meeting. Upon motion by Jennifer Tooker, seconded by Melissa Kane and passing by a vote of 3-0, the Board voted to enter into Executive Session.

The Board completed discussion and left the Executive Session at 11:54 AM

ADJOURNMENT

Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, the meeting adjourned at 11:54 AM

Eileen Francis, Recording Secretary

Water Pollution Control Authority
October 28, 2020
DRAFT MINUTES

The Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority, held a public meeting on Wednesday, October 28, 2020 at 9:00 AM. 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, and broadcast on Westport's Optimum Government Access Channel 79 and Frontier Channel 6020.

<https://view.earthchannel.com/PlayerController.aspx?PGD=westportct&eID=1231>

In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Jennifer Fava, Elaine Daignault, Michelle Perillie, Peter Ratkiewich, Al D'Amura, Bryan Thompson, and Eileen Francis, recording secretary.

MINUTES

1. Jennifer Tooker presented Item #1. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the Minutes of the Board of Selectmen's public meeting of October 14, 2020 and the Water Pollution Control Authority's public meeting of October 14, 2020 are hereby APPROVED.

APPROVE SEWER CONNECTION AT 4 MAPLEGROVE AVENUE

2. WPCA Collection Systems Supervisor Bryan Thompson presented WPCA Item #2 (BOS Item #8). Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, the sanitary sewer connection for property located at 4 Maplegrove Avenue, contingent upon compliance with the WPCA Collection System Supervisor's letter of October 19, 2020, is hereby APPROVED.

APPROVE SEWER CONNECTION AND INCREASED UNITS ASSESSEMENT AT 260 RIVERSIDE AVENUE

3. WPCA Collection Systems Supervisor Bryan Thompson presented WPCA Item #3 (BOS Item #9). Mr. Thompson noted that the units assessed were increasing by 6.5, that the I&I Abatement Fee and the Pump Station #2 Assessment Fee will be assessed. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that the sanitary sewer connection for property located at 260 Riverside Avenue, contingent upon compliance with the WPCA Collection System Supervisor's letter of October 21, 2020 is hereby APPROVED.

ADJOURNMENT

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

Eileen Francis, Recording Secretary

ITEM #2

2. To take such action as the meeting may determine, upon the request of the Human Services Director, to approve the Agreement between the Town of Westport and Liberation Programs, Inc. as it relates to providing clinical substance abuse counseling services, assessment, intervention, prevention and training with a Licensed Drug and Alcohol Counselor at Staples High School.



WESTPORT CONNECTICUT

DEPARTMENT OF HUMAN SERVICES

Elaine Daignault, M.A., N.C.C.

Director

(203) 341-1165 email: elained@westportct.gov

TO: James Marpe, First Selectman

CC: Eileen Flug, Assistant Town Attorney

FROM: Elaine Daignault, DHS Director

DATE: November 3, 2020

RE: **BOS REQUEST: NOVEMBER 12TH, 2020**

1. To take such action as the meeting may determine, upon the request of the Department of Human Services, to approve an "evergreen" agreement between the Town of Westport and Kids in Crisis, to provide full-time clinical services, training and crisis intervention support through the Kids in Crisis *Teen Talk Program*, at Staples High School beginning September 1st, 2020.

2. To take such action as the meeting may determine, upon the request of the Department of Human Services, to approve an "evergreen" agreement between the Town of Westport and Liberation Programs, to provide part-time clinical substance abuse counseling services, providing assessment, intervention and prevention and training to the school community with a Licensed Drug and Alcohol Counselor (LADC) at Staples High School beginning September 1st, 2020.

Item
2

AGREEMENT

This Agreement (“Agreement”), dated the ____ day of _____, 2020, is by and between the Town of Westport (“Town”), a Connecticut municipality with offices at 110 Myrtle Avenue, Westport, Connecticut, and Kids In Crisis (“Kids In Crisis”), located at One Salem Street, Cos Cob, Connecticut 06807.

WHEREAS, the Town and Kids In Crisis desire to create a child and family centered school-based mental health program at Staples High School in Westport, Connecticut that will include assessment, prevention, and crisis counseling in collaboration with the school personnel and community-based child and family service organizations, all as provided in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Establishment of Program.

The Town and Kids In Crisis, in conjunction with its Teen Talk program, will establish a school based mental health model in a collaborative approach that brings screening, early intervention and crisis counseling services to the child and their family in the Westport Public Schools system, as well as consultation, training and crisis intervention support for the Westport Public Schools community.

2. Staffing.

Responsibilities. Kids In Crisis will place at Staples High School (the “School”) one full time clinical mental health professional to serve as student outreach counselor (the “Counselor”), who shall be an employee of Kids In Crisis. The Counselor shall work at least 35 hours per week at the School, which shall include attendance at the School from 7:30 am to 2:30 pm every day that School is in session, as well as attendance at the School before and after School hours for activities and meetings as requested by the Town or as reasonably required by the position. The Counselor will provide screening early intervention and crisis counseling services to students enrolled in the School and shall provide services throughout the Westport Public Schools for other crises as needed.

Selection of Counselor. The selection of the Counselor and any replacement or substitute Counselors shall be approved in writing by the Town in its sole discretion.

Removal of Counselor. Upon the Town’s written request, Kids In Crisis will immediately remove any Counselor from the position of Counselor, if the Counselor becomes unacceptable to the Town for reasons of performance deficiency; failure to follow Town or Westport Board of Education policies, procedures, rules or regulations; inappropriate

behavior; health problems that jeopardize others; or for any other reason in the Town's discretion.

3. Kids In Crisis and Counselor Obligations

Kids In Crisis will:

- a) Support and promote the personal safety and well-being of students by conducting risk assessments and making timely and appropriate recommendations.
- b) Be a resource to students and their families by providing individual counseling, group sessions, community presentations, assessments, and referrals for short and long-term community services and supports when needed.
- c) Facilitate communication and planning between family, school and community providers.
- d) Provide support for students' academic careers by addressing social, emotional and behavioral needs that may interfere with optimal academic performance.
- e) Increase community awareness of pertinent adolescent issues and resources within the community.
- f) Provide immediate 24/7 access to information, referral, crisis counseling, outreach and interventions, and when needed and appropriate, referrals for emergency respite care.
- g) Support existing student support services and staff at the School and be a team member with this staff.
- h) Publicize Student Outreach Services to students and faculty.
- i) Help in identifying youth at risk within the School and developing appropriate action plans for early assessment and intervention.
- j) Cooperatively define and clarify the procedures for referring students to the Counselor.
- k) Cooperate with the Town and Westport Public Schools protocols for crisis support.
- l) Provide short-term crisis intervention and counseling to students and refer students to appropriate treatment or other services when indicated.
- m) Facilitate groups, as appropriate, for students when indicated.
- n) Maintain confidential client files.
- o) Submit quarterly confidential reports, including statistics on the number of students served and the disposition and outcome of cases. Quarterly reports are due January 1, April 1, and July 1.

4. Independent Contractor

Kids In Crisis hereby represents and warrants that Kids In Crisis and its employees and agents are independent contractors and not employees or agents of the Town; that Kids In Crisis shall have the sole obligation and responsibility to pay any and all federal, state and

local taxes associated with any payments or other compensation Kids In Crisis directly or indirectly receives from the Town; and that neither Kids In Crisis nor any employee or other personnel of Kids In Crisis is entitled to receive or is eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town, neither Kids In Crisis nor any employee or other personnel of Kids In Crisis will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

5. Term and Termination.

The term of this Agreement shall begin as of September 1, 2020 and continue until terminated by either party's delivering written notice of termination to the other party at least ninety (90) days before the effective date of termination. In the event of a breach by either party of any term of this Agreement, the non-breaching party may send a notice of breach in writing to the other party, and the breaching party shall then have thirty (30) days to cure the breach. If the breaching party fails to cure the breach within such thirty (30) days, then the non-breaching party may terminate this Agreement immediately in a writing specifying the effective date of such termination. In the event of any such termination of this Agreement, (i) Kids In Crisis shall, at the Town's option, continue to render services as provided in this Agreement until the effective date of the termination; (ii) all finished and unfinished reports prepared by Kids In Crisis shall be delivered to the Town; and (iii) the Town shall pay Kids In Crisis a pro-rata portion of the Fee (as defined below), for each day of services provided through the effective date of the termination.

6. Fee.

In compensation for the services provided by Kids In Crisis during the term of and pursuant to the provisions of this Agreement, the Town shall pay Kids In Crisis the sum of Eighty-Five Thousand Dollars (\$85,000) (the "Fee") for each year of this Agreement, payable as follows: one-third (1/3) payable on December 1 of each year; one-third (1/3) payable March 1 of each year; and one-third (1/3) payable June 1 of each year. In the event of early termination, the pro rata portion shall be payable as provided in Section 5 hereof.

7. Indemnity/Hold Harmless

Kids In Crisis agrees to and shall indemnify and defend the Town and hold the Town harmless from and against any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising out of or relating to any breach or violation by Kids In Crisis of this Agreement or the negligence, willful misconduct, or intentional acts or omissions of Kids In Crisis or any of its employees, officers, directors or agents.

The Town agrees to and shall indemnify and defend Kids In Crisis and hold Kids In Crisis harmless from and against any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising out of or relating to any breach or violation by the Town of this Agreement or the negligence, willful misconduct or intentional acts or omissions of the Town or any of its employees, officers, directors or agents.

8. Insurance

Kids In Crisis shall obtain the minimum insurance coverages described below and maintain such coverages for the life of this Agreement, or longer if otherwise required by this Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, Kids In Crisis's obligations under this Agreement and/or from the obligations of any subcontractor and/or any other person or entity directly or indirectly employed by said Kids In Crisis and/or by anyone for whose acts said Kids In Crisis may be liable. Kids In Crisis must require that all permitted sub-contractors, agents and permitted assigns procure and maintain sufficient insurance protection. Kids In Crisis shall not commence work under this Agreement until all insurance required of Kids In Crisis has been procured and approved by the Town.

Before the execution of this Agreement by the Town, Kids In Crisis shall provide the Town with certificates of insurance for each policy required by this Agreement. Kids In Crisis shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. Workers Compensation:

Kids In Crisis 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.

b. Commercial General Liability Insurance:

Kids In Crisis 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. Coverage will continue three years after the completion of the work.

- i The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- ii 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 Town.
- iii The policy shall contain a waiver of subrogation in favor of the Town.
- iv Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provisions of this Agreement.
- v Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance:

Kids In Crisis shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance:

Kids In Crisis 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.) above. Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

e. Abuse and Molestation Liability Insurance

Kids In Crisis shall provide abuse and molestation 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 any person by Kids In Crisis or any of its employees, contractors or agents.

f. Professional Liability Insurance:

Kids in Crisis shall provide professional liability insurance covering its professionals for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate.

9. Federal, State and Local Laws

Kids In Crisis agrees, represents and warrants that all of Kids In Crisis's services will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements, including without limitation all anti-discrimination laws, rules and regulations and requirements.

10. Confidentiality

Kids In Crisis recognizes and acknowledges that the Counselor and its other employees, contractors and agents may have access to students' protected health information, as defined by the HIPAA Privacy Rule (42 C.F.R. Parts 160 and 164) (the "Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Kids In Crisis shall require the Counselor and its other employees, contractors or agents who have access to student protected health information to comply with the Privacy Rule and the other obligations of HIPAA as business associates. Kids In Crisis shall use commercially reasonable efforts to ensure compliance by students with the Town's and Westport Public Schools' policies on confidentiality, but shall not be required to bring a legal action. Kids In Crisis shall not use confidential student information for any purpose other than in fulfillment of its obligations under this Agreement. Kids In Crisis and its employees, contractors and agents shall comply with all applicable requirements of state and federal law for the protection of confidential patient information. Kids In Crisis understands and agrees that all information and other property of the Town and/or Westport Public Schools, notwithstanding its disclosure to and use by Kids In Crisis or any of its employees,

contractors or agents in the course of the engagement of Kids In Crisis to provide services under this Agreement, shall remain the property of the Town, Westport Public Schools or any third party who may furnished it to the Town. Client files generated by Kids In Crisis and information obtained by Kids In Crisis from clients contained in such files are not property of the Town and/or Westport Public Schools subject to this paragraph. At the termination of Kids In Crisis's engagement under this Agreement, or at the request of the Town at any time, Kids In Crisis will immediately deliver to the Town (a) all information, and all other property of the Town, or Westport Public Schools, which are in the possession, custody or control of Kids In Crisis or any of its employees, contractors or agents; (b) copies of such client files or information that clients have, in a writing signed by the client, authorized and directed Kids In Crisis to release to the Town or Westport Public Schools.

Kids In Crisis agrees that it will not divulge to third parties, without the written consent of the Town, any confidential information obtained from or through the Town or Westport Public Schools in connection with the performance of this Agreement.

11. Miscellaneous

Notices. Any notices or demands required or permitted by law or by any provision of this Agreement shall be in writing, and may be delivered personally, by reputable private delivery service, or by the United States mail, registered or certified, return receipt requested and postage prepaid. If to Kids In Crisis, notices should be addressed to Shari Shapiro, Executive Director, One Salem Street, Cos Cob, CT 006807. If to the Town, notices should be addressed to Town of Westport, Attn: First Selectman, 110 Myrtle Avenue, Westport, CT 06880 with a copy to the Director of the Department of Human Services, 110 Myrtle Avenue, Westport, CT 06880. Notices shall be effective when delivery is made during regular business hours.

Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.

Assignment. The Kids In Crisis shall not assign or transfer this Agreement or any interests in this Agreement without the prior written consent of the Town.

Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties shall use best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Entire Agreement; Amendment. This Agreement contains the complete and exclusive statement of the agreements and understandings of the parties, and supersede all prior agreements, understandings, communications or proposals, oral or written, relating to the

subject matter of this Agreement. This Agreement may not be amended or modified except by written instrument duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

TOWN OF WESTPORT

By _____
James S. Marpe
First Selectman

KIDS IN CRISIS

By _____
Shari L. Shapiro
Executive Director

ITEM #3

3. To take such action as the meeting may determine, upon the request of the Human Services Director, to approve the Agreement between the Town of Westport and Liberation Programs, Inc. as it relates to providing clinical substance abuse counseling services, assessment, intervention, prevention and training with a Licensed Drug and Alcohol Counselor at Staples High School.



WESTPORT CONNECTICUT

DEPARTMENT OF HUMAN SERVICES

Elaine Daignault, M.A., N.C.C.
Director
(203) 341-1165 email: elained@westportct.gov

TO: James Marpe, First Selectman
CC: Eileen Flug, Assistant Town Attorney
FROM: Elaine Daignault, DHS Director
DATE: November 3, 2020
RE: **BOS REQUEST: NOVEMBER 12TH, 2020**

1. To take such action as the meeting may determine, upon the request of the Department of Human Services, to approve an "evergreen" agreement between the Town of Westport and Kids in Crisis, to provide full-time clinical services, training and crisis intervention support through the Kids in Crisis *Teen Talk Program*, at Staples High School beginning September 1st, 2020.

2. To take such action as the meeting may determine, upon the request of the Department of Human Services, to approve an "evergreen" agreement between the Town of Westport and Liberation Programs, to provide part-time clinical substance abuse counseling services, providing assessment, intervention and prevention and training to the school community with a Licensed Drug and Alcohol Counselor (LADC) at Staples High School beginning September 1st, 2020.

Item
#3

Agreement

This Agreement (“Agreement”), dated the ____ day of _____, 2020, is by and between the Town of Westport (“Town”), a Connecticut municipality with offices at 110 Myrtle Avenue, Westport, Connecticut, and Liberation Programs, Inc. (“Liberation”), located at 129 Glover Avenue, Norwalk, Connecticut 06850.

WHEREAS, the Town and Liberation desire to expand the child and family centered school-based mental health program at Staples High School in Westport, Connecticut, to include a part-time counselor focusing on substance abuse prevention and intervention services, according to the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Staffing.

Responsibilities. Liberation will place at Staples High School (the “School”) one part-time Licensed Drug and Alcohol Counselor (“Counselor”), who shall be an employee of Liberation. The Counselor shall work an average of 10 hours per week (over the course of the School year) at the School during and after school hours, on days and times to be mutually agreed by Liberation and the Town’s Human Services Department.

Selection of Counselor. The selection of the Counselor and any replacement or substitute Counselors shall be approved in writing by the Town in its sole discretion.

Removal of Counselor. Upon the Town’s written request, Liberation will immediately remove any Counselor from the position of Counselor, if the Counselor becomes unacceptable to the Town for reasons of performance deficiency; failure to follow Town or Westport Board of Education policies, procedures, rules or regulations; inappropriate behavior; health problems that jeopardize others; or for any other reason in the Town’s discretion.

2. Liberation Obligations

Liberation will provide:

- a) In-school, brief clinical assessment of students by the Counselor, direct referral, and follow up directly with the students/families, all as needed, with a focus on substance abuse prevention and intervention counseling services
- b) On-going in-services and education for school personnel
- c) Collaboration with the Westport Department of Human Services and Westport Public Schools to provide prevention education and resources to schools and the greater community (outreach)

- d) Support for the Teen Awareness Group and Health classes, as needed/requested
- e) Compliance with the policies and procedures of the School with specific safeguards for youth and families to secure community-based wrap around services
- f) On-going quality assurance practices with Liberation's providing weekly clinical supervision to the LADC, general/anonymous data collection, and quarterly reports to the Department of Human Services, School, Westport Public Schools, and Town.

3. Independent Contractor

Liberation hereby represents and warrants that Liberation and its employees and agents are independent contractors and not employees or agents of the Town; that Liberation shall have the sole obligation and responsibility to pay any and all federal, state and local taxes associated with any payments or other compensation Liberation directly or indirectly receives from the Town; and that neither Liberation nor any employee or other personnel of Liberation is entitled to receive or is eligible for any benefits which accrue to employees of the Town, including without limitation such benefits as health insurance and retirement benefits. Without the express prior written approval of the Town, neither Liberation nor any employee or other personnel of Liberation will do or perform any act or make any representation, promise or commitment which purports in any way to bind the Town.

4. Term and Termination.

The term of this Agreement shall begin as of September 1, 2020 and continue until terminated by either party's delivering written notice of termination to the other party at least ninety (90) days before the effective date of termination. In the event of a breach by either party of any term of this Agreement, the non-breaching party may send a notice of breach in writing to the other party, and the breaching party shall then have thirty (30) days to cure the breach. If the breaching party fails to cure the breach within such thirty (30) days, then the non-breaching party may terminate this Agreement immediately in a writing specifying the effective date of such termination. The Town may terminate this Agreement immediately in the event that the space for the program is no longer available at the School or in the event the funding for the program is not appropriated by the Town's funding bodies. In the event of any such termination of this Agreement, (i) Liberation shall, at the Town's option, continue to render services as provided in this Agreement until the effective date of the termination; (ii) all finished and unfinished reports prepared by Liberation shall be delivered to the Town; and (iii) the Town shall pay Liberation a pro-rata portion of the Fee (as defined below), for each day of services provided through the effective date of the termination.

5. Fee.

In compensation for the services provided by Liberation during the term of and pursuant to the provisions of this Agreement, the Town shall pay Liberation the sum of Twenty-Four Thousand Seven Hundred Thirty-Three (\$24,733) (the "Fee") for each year of this Agreement, payable as follows: one-third (1/3) payable on December 1 of each year; one-third (1/3) payable March 1 of each year; and one-third (1/3) payable June 1 of each year. In the event of early termination, the pro rata portion shall be payable as provided in Section 4 hereof.

6. Indemnity/Hold Harmless

Liberation agrees to and shall indemnify and defend the Town and hold the Town harmless from and against any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising out of or relating to any breach or violation by Liberation of this Agreement or the negligence, willful misconduct, or intentional acts or omissions of Liberation or any of its employees, officers, directors or agents.

The Town agrees to and shall indemnify and defend Liberation and hold Liberation harmless from and against any and all claims, losses, costs and expenses (including but not limited to attorneys' fees and costs of litigation), damages, fines, penalties and/or liabilities of any nature whatsoever arising out of or relating to any breach or violation by the Town of this Agreement or the negligence, willful misconduct or intentional acts or omissions of the Town or any of its employees, officers, directors or agents.

7. Insurance

Liberation shall obtain the minimum insurance coverages described below and maintain such coverages for the life of this Agreement, or longer if otherwise required by this Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, Liberation's obligations under this Agreement and/or from the obligations of any subcontractor and/or any other person or entity directly or indirectly employed by said Liberation and/or by anyone for whose acts said Liberation may be liable. Liberation must require that all permitted subcontractors, agents and permitted assigns procure and maintain sufficient insurance protection. Liberation shall not commence work under this Agreement until all insurance required of Liberation has been procured and approved by the Town.

Before the execution of this Agreement by the Town, Liberation shall provide the Town with certificates of insurance for each policy required by this Agreement. Liberation shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. Workers Compensation:

Liberation 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 Town.

b. Commercial General Liability Insurance:

Liberation 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. Coverage will continue three years after the completion of the work.

- i The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- ii 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 Town.
- iii The policy shall contain a waiver of subrogation in favor of the Town.
- iv Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provisions of this Agreement.
- v Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance:

Liberation shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance:

Liberation 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.) above. Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

e. Abuse and Molestation Liability Insurance

Liberation shall provide abuse and molestation 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 any person by Liberation or any of its employees, contractors or agents.

f. Professional Liability Insurance:

Liberation shall provide professional liability insurance covering its professionals for liability resulting from the negligent performance of professional duties or operations. Such policy shall contain limits of liability in the amount of \$1,000,000 each claim and \$3,000,000 in the aggregate.

8. Federal, State And Local Laws

Liberation agrees, represents and warrants that all of Liberation's services will be rendered in full compliance with all applicable federal, state and local laws, regulations,

ordinances, codes, orders and requirements, including without limitation all anti-discrimination laws, rules and regulations and requirements.

9. Confidentiality

Liberation recognizes and acknowledges that the Counselor and its other employees, contractors and agents may have access to students' protected health information, as defined by the HIPAA Privacy Rule (42 C.F.R. Parts 160 and 164) (the "Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Liberation shall require the Counselor and its other employees, contractors or agents who have access to student protected health information to comply with the Privacy Rule and the other obligations of HIPAA as business associates. Liberation shall not use confidential student information for any purpose other than in fulfillment of its obligations under this Agreement. Liberation and its employees, contractors and agents shall comply with all applicable requirements of state and federal law for the protection of confidential patient information. Liberation understands and agrees that all information and other property of the Town and/or Westport Public Schools, notwithstanding its disclosure to and use by Liberation or any of its employees, contractors or agents in the course of the engagement of Liberation to provide services under this Agreement, shall remain the property of the Town, Westport Public Schools or any third party who may furnish it to the Town. Client files generated by Liberation and information obtained by Liberation from clients contained in such files are not property of the Town and/or Westport Public Schools subject to this paragraph. At the termination of Liberation's engagement under this Agreement, or at the request of the Town at any time, Liberation will immediately deliver to the Town (a) all information, and all other property of the Town, or Westport Public Schools, which are in the possession, custody or control of Liberation or any of its employees, contractors or agents; (b) copies of such client files or information that clients have, in a writing signed by the client, authorized and directed Liberation to release to the Town or Westport Public Schools.

Liberation agrees that it will not divulge to third parties, without the written consent of the Town, any confidential information obtained from or through the Town or Westport Public Schools in connection with the performance of this Agreement.

10. Miscellaneous

Notices. Any notices or demands required or permitted by law or by any provision of this Agreement shall be in writing, and may be delivered personally, by reputable private delivery service, or by the United States mail, registered or certified, return receipt requested and postage prepaid. If to Liberation, notices should be addressed to John Hamilton, President and CEO, Liberation Programs, Inc., 129 Glover Avenue, Norwalk, CT 06850. If to the Town, notices should be addressed to Town of Westport, Attn: First Selectman, 110 Myrtle Avenue, Westport, CT 06880 with a copy to the Director of the Department of Human Services, 110 Myrtle Avenue, Westport, CT 06880. Notices shall be effective when delivery is made.

Governing Law. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut.

Assignment. The Liberation shall not assign or transfer this Agreement or any interests in this Agreement without the prior written consent of the Town.

Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.

Severability. If any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties shall use best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

Entire Agreement; Amendment. This Agreement contains the complete and exclusive statement of the agreements and understandings of the parties, and supersede all prior agreements, understandings, communications or proposals, oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended or modified except by written instrument duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written

TOWN OF WESTPORT

By _____
James S. Marpe
First Selectman

LIBERATION PROGRAMS, INC.

By _____
John Hamilton
President and Chief Executive Officer

ITEM #4

4. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 20 Burritts Landing South, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 3, 2020.



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.

WESTPORT, CONNECTICUT 06880

November 3, 2020

Mr. James S. Marpe
First Selectman
110 Myrtle Avenue
Westport, CT 06880

**Re: Residential Sanitary Sewer Connection
#20 Burritts Landing South
List #6380 Assessor Map #B05, Tax Lot #134
Owner – KASANOFF KATHRYN JONAS**

Dear Mr. Marpe:

This office is in receipt of correspondence dated November 2, 2020 to the Water Pollution Control Authority, requesting approval for the connection of an existing single-family residence to the public sanitary sewer system. The property intends connect to the existing Town owned sewer within Saugatuck Avenue through the rear of the property. At the time of the sewer extension up Saugatuck Avenue (Sewer Contract 58) the property was a non-petitioning property and not provided a lateral connection during the original installation of the system. The owner will be required to excavate into Saugatuck Avenue (State Route 136) and install a new lateral connection on the existing active low-pressure force main and install a lateral curb valve assembly at the front property line. This requested sewer connection requires approval from the Authority and the assignment of an appropriate benefit assessment before a connection permit can be issued by the Department of Public Works.

Whereas the subject property lies within the “Limit of Future Service Area” of the “Wastewater Facilities Report”, it is the recommendation of this office that the Water Pollution Control Authority approves the requested connection subject to the following stipulations:

- 1) All construction shall be at the expense of the property owner. Whereas a lateral was not provided at the time of the mainline sewer installation, the owner must tap into the mainline sewer at his own expense.
- 2) The owner’s contractor shall obtain a “Sanitary Sewer Connection Permit” from the Town of Westport and a “State of Connecticut Permit” from the State of Connecticut Department of Transportation for the work within the right-of-way of Saugatuck Ave (State Route 136).

November 3, 2020

**Re: Residential Sanitary Sewer Connection
#20 Burritts Landing South**

- 3) All plans and installation shall be subject to approval by this office and shall be in conformance with the current Town of Westport Water Pollution Control Authority Regulations, except as otherwise waived by the Authority.
- 4) The property shall be subject to a sanitary sewer benefit assessment as if it were included under Sanitary Sewer Contract No. 58, amounting to \$14,824.03 for each unit assessed. For the subject single-family residence, it is recommended that one (1) unit, in the amount of \$14,824.03, be assessed.
- 5) There shall be no credits to the owner.
- 6) A charge of \$250.00 shall be levied against the property should the owner subsequently wish to rescind the sanitary sewer connection approval.

Respectfully,



Bryan H. Thompson
WPCA Collection System Supervisor

CC: Director of Planning & Zoning
Westport/Weston Health District

November 2, 2020

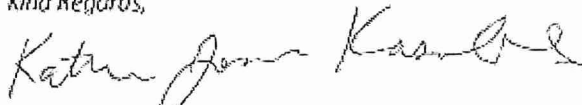
Hon James S. Morpe,
First Selectman
110 Myrtle Ave, Room 310
Westport, CT 06880

Re: Sanitary Sewer Connection Request—20 Burritts Landing South

Dear Mr. Morpe:

As the owner of above referenced property, I am requesting approval from the Board of Selectman in their capacity as the Water Pollution Control Authority to connect my residence to the Town Sanitary Sewer.

Kind Regards,


Nathan Jonas Kasanoff

cc: Bryon Thompson
bthompson@westportct.gov

With questions please call 203-858-1320

ITEM #5

5. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 270 Saugatuck Avenue, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 4, 2020.



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.

WESTPORT, CONNECTICUT 06880

November 4, 2020

Mr. James S. Marpe
First Selectman
110 Myrtle Avenue
Westport, CT 06880

**Re: Residential Sanitary Sewer Connection
#270 Saugatuck Avenue
List #6432, Assessor Map #B04, Tax Lot #8
Owner – OHALLORAN REALTY CO ASSOC LLC**

Dear Mr. Marpe:

This office is in receipt of correspondence dated November 3, 2020 to the Water Pollution Control Authority, wherein the property owners of 270 Saugatuck Avenue are requesting approval for the connection of an existing commercial office building to the public sanitary sewer system. In February of 2017 the Authority approved sewer for a four-lot subdivision of this property creating 3 new residential lot and one commercial lot. At that time the applicant was only seeking approvals for the connection of the three proposed residential units, that became known as 3, 5 and 5A Eno Lane. Their request was not asking for the connection of the existing commercial office building that remained known as 270 Saugatuck Avenue. During the development of the three residential lots a low-pressure sewer service lateral was installed for 270 Saugatuck Avenue for future use. The property owners are currently seeking Planning & Zoning approvals to expand the existing parking area of the commercial lot to accommodate a new tenant. The proposed expansion of the parking area will be constructed over the existing septic system which was not designed to handle vehicular traffic or load, therefore the property needs to connect to the sewer.

The existing commercial building is nine thousand and fifty square feet (9050SF) and is one hundred percent office use area. The calculated assessment for office area is equal to a quarter (.25) unit of assessment for every five hundred (500) square feet of office area or fraction thereof, as per the Town of Westport Water Pollution Control Authority Regulations, Adopted January 26, 1981, Revised October 3, 1983 or four and three-quarter (4.75) units.

This connection request requires approval from the Authority and the assignment of the appropriate benefit assessment before a "Sanitary Sewer Connection Permit" can be issued by the Department of Public Works.

Whereas the subject property lies within the "Limit of Future Service Area" of the "Wastewater Facilities Report", it is the recommendation of this office that the Water Pollution Control Authority approves the requested connection subject to the following stipulations:

November 4, 2020

**Re: Residential Sanitary Sewer Connection
#270 Saugatuck Avenue**

- 1) All construction shall be at the expense of the property owner. Whereas a lateral was not provided at the time of the mainline sewer installation, the owner must tap into the mainline sewer at his own expense.
- 2) All plans and installation shall be subject to approval by this office and shall be in conformance with the current Town of Westport Water Pollution Control Authority Regulations, except as otherwise waived by the Authority.
- 3) The property shall be subject to a sanitary sewer benefit assessment as if it were included under Sanitary Sewer Contract No. 58, amounting to \$14,824.03 for each unit assessed. For the subject single-family residence, it is recommended that four and three-quarter (4.75) units, in the amount of \$70,414.14, be assessed.
- 4) There shall be no credits to the owner.
- 5) A charge of \$250.00 shall be levied against the property should the owner subsequently wish to rescind the sanitary sewer connection approval.

Respectfully,



Bryan H. Thompson
WPCA Collection System Supervisor

CC: Director of Planning & Zoning
Westport/Weston Health District

November 3, 2020

Mr. James Marpe, First Selectman
110 Myrtle Ave, Room 310
Westport, CT 06880

Subject: 270 Saugatuck Avenue Request to connect the Sanitary Sewer

Dear Mr. Marpe:

On behalf of our client William Sweedler I am hereby requesting an approval from the Board of Selectman in their capacity as the Water Pollution Control Authority to connect Mr. Sweedler's property at 270 Saugatuck Avenue to the Town of Westport sanitary sewer. Please contact me on 203-454-2110, ext. 150 or at promano@landtechconsult.com if you have questions or require any clarification.

Very truly yours,
LANDTECH



Pete Romano

C: W. Sweeder
Bryan Thompson

ITEM #6

6. Acting in its capacity as the Water Pollution Control Authority, to approve the sanitary sewer connection for property located at 14 Hillandale Road, contingent upon compliance with the WPCA Collection System Supervisor's letter of November 4, 2020.



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.

WESTPORT, CONNECTICUT 06880

November 4, 2020

Mr. James S. Marpe
First Selectman
110 Myrtle Avenue
Westport, CT 06880

**Re: Residential Sanitary Sewer Connection
#14 Hillandale Road, List #7916, Assessor Map #E08, Tax Lot #74
RB Benson & Company, Rick Benson – Contract Purchaser**

Ref: 4-Lot Subdivision of #14 Hillandale Road

Dear Mr. Marpe,

This office is in receipt of correspondence dated November 3, 2020 to the Water Pollution Control Authority from the owner of 14 Hillandale Road wherein he is seeking sanitary sewer connection approvals, for a proposed four lot subdivision. The current property is a 4.58-acre lot with a single family dwelling that currently has sewer accessibility and is currently being benefit assessed for one unit. The developer is proposing to raze the existing dwelling and subdivide the property creating four new one acre lots with a private roadway. The owner is proposing to construct a main line extension approximately three hundred and forty-eight feet (348') in length and four service laterals, one for each new residential lot. The proposed extension will extend from the existing sewer within Hillandale Road and will be placed within a proposed private road right-of way. The proposed sewer extension will be constructed and tested in accordance with Town standards.

Whereas this proposed sewer extension lies within the "Limit of Future Sewer Service Area" of the "Wastewater Facilities Report", it is the recommendation of this office that the Authority enter into a "Permit Agreement" for the proposed private sewer extension, approve the requested residential connections and assign appropriate benefit assessments, subject to the following stipulations:

- 1) The procedures outlined in the "Policy Regarding Private Sanitary Sewer Main-Line Extensions (MLE)" must be implemented for the review of this application.
- 2) Upon approval of the Authority, the owner shall request the First Selectman to submit an 8-24 request to the Planning and Zoning Commission.

November 4, 2020

**Re: Supplemental Sanitary Sewer Connection
#14 Hillandale Road**

Ref: 4-Lot Subdivision of #14 Hillandale Road

- 3) Upon approval of an 8-24 application, the "Permit Agreement" shall be submitted to the Town Engineer and the Town Attorney for review and approval prior to its submission to the First Selectwoman. If the "Permit Agreement" is not executed within one (1) year after initial approval by the Authority, said approval shall become null and void.
- 4) All construction shall be at the expense of the property owners. All fees and administrative charges specified within the MLE "Policy" shall be paid to the Town of Westport.
- 5) An estimate of cost for construction shall be submitted to this office for review and approval. A bond shall be posted by the owners in the amount of the estimated cost of the mainline construction, as approved by this office, prior to execution of the "Permit Agreement" by the Town of Westport.
- 6) All engineering design plans, and installation shall be subject to approval by this office and must be in accordance with the current Town of Westport Water Pollution Control Authority Regulations, except as otherwise waived by the Authority.
- 7) A Sanitary Sewer Connection Permit shall be obtained from the Town of Westport Department of Public Works for each residential lot only after inspection of, and approvals for, the completed construction of the mainline extension have been finalized.
- 8) Each new lot shall be subject to the assignment of a sanitary sewer benefit assessment as if it were included under Sanitary Sewer Contract No. 48, amounting to \$14,875.94 for each unit assessed. For the three (3) new lots, it is the recommendation of this office that one (1) unit, in the amount of \$14,875.94 be assessed for each lot.
- 9) The property shall be subject to payment of an Inflow and Infiltration (I/I) Abatement Fee in the amount of \$5,829.31 per each unit assigned. For the subject three new lots, it is recommended that three (3) abatement unit, in the total amount of \$17,487.93 be assigned. The abatement fee shall be paid to the Town Sewer Reserve Account For I/I Abatement prior to the issuance of a "Sanitary Sewer Connection Permit.

Page 2

November 4, 2020

**Re: Supplemental Sanitary Sewer Connection
#14 Hillandale Road**

Ref: 4-Lot Subdivision of #14 Hillandale Road

- 10) There shall be no credits to the owners.
- 11) A charge of \$250.00 shall be levied against the property should the owners subsequently wish to rescind the sanitary sewer connection approved by the Authority.

Respectfully,

Bryan H. Thompson
WPCA Collection System Supervisor

CC: Director of Planning and Zoning
Director of Westport/Weston Health District

HILLANDALE PROPERTIES LLC
R.B. Benson and Company, Inc.

29 East Main St.
Westport, CT 06880 - 3749

203-222-0770
fax 203-222-0770
cell 203-856-9792

4 New Homes at Authors Way

Rick.rbbensonco@gmail.com
www.BensonFineHomes.com

November 3, 2020

Board of Selectman
Water Pollution Control Authority
Town of Westport
110 Myrtle Ave
Westport, CT 06880

Re: Sewer Connection to 3 New Lots

Dear Mr. Marpe,

I am the owner of 14 Hillandale Rd, Westport, a 4.5 acre property which presently has one residence on sewer. A subdivision application is currently pending at P&Z to create 3 new lots on a new private road to be called Authors Way. The property was previously owned by A.E. Hotchner.

I hereby request a favorable report from the WPCA for the purpose of connecting these new houses to the sanitary sewer system.

Thank you

Rick

Richard B. Benson

4. The Town Engineer will issue a letter recommending the board's approval or denial. The recommendation for approval will have a list of standard requirements, and the procedure is as follows:
 - a. The MLE must be designed by a licensed, Professional Engineer and in conformance with the town's current WPCA regulations. This proposed MLE shall be designed so that it shall not limit the Town's ability to service the overall potential sanitary sewer shed. In addition, it must not adversely affect any existing downstream facilities. The applicant is responsible to provide a service lateral for any and all properties that have frontage on this MLE.
 - b. An estimate representing the total construction cost must be submitted to the Town Engineer's office for approval.
 - c. Upon receipt of items a & b, the Engineer's office will review them for conformance with current town standards and current construction costs.
 - d. Upon completion of c, a bond of an approved format, shall be posted. The bond will be in the amount of the approved construction estimate plus a 10% contingency and a 10% inflation cost.
 - e. Upon receipt of the bond and the final approved plan, a "Permit Agreement" shall be executed and approved by the Town Attorney.
 - f. ***MLE Application Fee \$250.00 plus \$2.00 per linear foot of main line sewer as shown on the approved design. These fees must be paid for at the time of execution of the "Permit Agreement".***
 - g. After completion of "f", a "Sanitary Sewer Building Connection Permit" must be obtained from the Department of Public Works for the sole purpose of the installation of the MLE to cover all work as outlined on the approved design.
 - h. The total cost of construction shall be incurred by the applicant. (The applicant will also be subject to a "Benefit Assessment" as may be assigned by the WPCA. All subsequent applicants requesting approvals to connect to the MLE after its approval and acceptance will also be subject to an equivalent assessment.)
 - i. A charge of \$250.00 shall be levied against the applicant should they subsequently wish to rescind the approval granted by the WPCA.
5. The WPCA shall schedule a public hearing to hear the request.
6. At the time of construction, the Town Engineer's office will conduct periodic inspections to ensure the proper installation in conformance with the approved plan.

7. Upon completion of construction, the applicant is responsible to conduct all necessary testing.
 - a. An internal video inspection of the line in its entirety.
 - b. A pressure test equivalent to no less than 5 PSI, must be maintained for a period of time not less than ten minutes.
 - c. A copy of these test results must be submitted to the Town Engineer's office upon their approval.
8. The applicant is responsible to provide the Town of Westport with a "tie-card" illustrating the location of all service connections provided.
9. No individual "Sanitary Sewer Building Connection Permits" shall be issued until all applicable testing has been approved and all lateral "tie-cards" have been received.
10. The applicant must submit an As-Built plan and profile of the completed MLE to the Town Engineer's office for their review.
11. Upon approval of items 4, 6 & 7 the applicant **MUST** convey the MLE to the Town of Westport for its acceptance as a part of the WPCF.
12. The maximum allowable time from the issuance of a permit to construct a MLE to the time of acceptance shall not exceed one year.

If the above two items have not been confirmed by the Engineering office, the procedure is as follows:

The applicant shall apply to the Water Pollution Control Authority (WPCA), pursuant to Public Act 03-177, and the WPCA shall render a decision on the application as it deems proper under the law. If the WPCA approves the matter, it shall thereafter be referred to the Planning and Zoning Commission for a review under §8-24 of the General Statutes.