

Board of Selectmen Meeting

January 13, 2021

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 Wednesday, January 13, 2021 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 is subject to revision:

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's meeting of December 23, 2020 and the Minutes of the Water Pollution Control Authority's meeting of December 23, 2020.
2. To take such action as the meeting may determine in accordance with the Town of Westport Policy for Gifts to the Town, to approve the acceptance of monetary donations under \$5,001 accepted by the First Selectman during the calendar year 2020.

Item #3 received after Westport News publication deadline

3. To take such action as the meeting may determine, upon the request of the Operations Director, to approve the Agreement between the Town of Westport and Progressive Diagnostics, as it relates to COVID-19 surveillance testing for Westport municipal employees.
4. Acting in its capacity as the Local Traffic Authority, to take such action as the meeting may determine to request from the Connecticut DOT, Traffic Engineering Division, the establishment of a "School Zone" on US Route 1 in Westport, adjacent to the Kings Highway Elementary School, from Lincoln Street to Kings Highway North.
5. Acting in its capacity as the Local Traffic Authority, to take such action as the meeting may determine, to request from the Office of State Traffic Administration (OSTA) the approval to install two (2) combination "School Speed Limit XX MPH When Flashing" with "School Zone Ahead - Fines Doubled" signs on US Route 1 in Westport, within the Kings Highway Elementary School "School Zone," as established.
6. Acting in its capacity as the Water Pollution Control Authority, upon the request of the WPCA Collection System Supervisor and in accordance with the Procedure for the Installation of Sanitary Sewers, to accept the petition(s) from residents seeking sanitary sewer extensions to service Evergreen Avenue, Evergreen Parkway, Tamarac Road, Lone Pine Lane, Gorham Avenue, Compo Road North and Brookside Drive (Contract 75).

Executive Session

It is anticipated that the Board of Selectmen will vote to enter into Executive Session to discuss pending litigation.

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.

ITEM #1

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

Board of Selectmen Meeting
December 23, 2020
DRAFT MINUTES

The Westport Board of Selectmen, Traffic Authority and Water Pollution Control Authority held a public meeting on Wednesday, December 23, 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.

In attendance were James Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Sara Harris, Peter Ratkiewich, Patty Strauss, Bryan Thompson, Rob Yost, Michael Kronick, Matt Cohen, Doug LoMonte, presenters as noted in minutes, and Eileen Francis, recording secretary.

<https://play.champds.com/westportct/event/16>

MINUTES

1. Jennifer Tooker presented Item #1. There were no revisions. 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 meeting of December 9, 2020 and the Water Pollution Control Authority's meeting of December 9, 2020 are hereby APPROVED.

APPROVE USE OF IMPERIAL AVENUE PARKING LOT FOR BOY SCOUT TROOP 39 TREE RECYCLING PROGRAM

2. Troop 39 Leader John Hillhouse presented Item #2. Mr. Hillhouse explained the program. Further, Mr. Hillhouse amended the original application to include January 11, 2021 as that is the day the chipper company will be in the lot to chip the trees. Assistant Town Attorney Eileen Flug requested that the requested insurance reflect the additional day as well as have Mr. Hillhouse obtain a third-party indemnity agreement from the chipper company. Director of Public Works Peter Ratkiewich indicated the location on the lot where the wood chips would be spread. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the request from the Boy Scouts Troop 39 to use Town property known as Imperial Avenue Parking Lot on Saturday, January 9, 2021 (snow date Sunday, January 10, 2021) and Monday, January 11, 2021 from 7 AM to 5:00 PM for the Christmas tree recycling program, contingent upon compliance with comments and/or safety recommendations from relevant Town departments, submission of a certificate of insurance and execution of a third party hold harmless agreement as approved by the Town Attorney's office, and in accordance with the Town Policy on the Use of Town Property, Facilities and Public Roadways, is hereby APPROVED.

APPROVE AGREEMENT BETWEEN THE TOWN OF WESTPORT AND AVENUE INSIGHTS & ANALYTICS, LLC

3. Town Clerk Patty Strauss presented Item #3. Ms. Strauss provided background on the company and the records that would be included in the microfilm storage. She noted that microfilm storage was a second layer of protection as back-up for permanent town records. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request from the Town Clerk, to approve the Agreement between the Town of Westport and Avenu Insights & Analytics, LLC as it relates to microfilm storage services, subject to final approval from the Town Attorney's Office, is hereby APPROVED.

APPROVE AGREEMENT BETWEEN THE TOWN OF WESTPORT AND RACE COASTAL ENGINEERING, LLC

4. Director of Public Works Peter Ratkiewich presented Item #4. Mr. Ratkiewich provided a presentation demonstrating the condition of the walkway and tidal gate structures. Mr. Ratkiewich also described the what RACE would provide in terms of assistance, review and services as described in the RFP. This appropriation for the project has been approved by the Board of Finance and the RTM. Upon motion by Melissa Kane, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request from the Director of Public Works, to approve the Agreement between the Town of Westport and RACE Coastal Engineering LLC, for Design, Permitting and Construction Administration Professional Services for the rehabilitation of the Old Mill walkway and tide gate structures and subject to final approval form the Town Attorney's office, is hereby APPROVED.

Item #5 added after WestportNews publication deadline

APPROVE AGREEMENT BETWEEN THE TOWN OF WESTPORT AND CAI TECHNOLOGIES

5. Director of Public Works Peter Ratkiewich presented Item #5. Mr. Ratkiewich provided background on the service and why it is an important component of the current GIS system. Operations Director Sara Harris noted that the service increased functionality for the public utilizing the Accela program. Upon motion by Jim Marpe, seconded by Jim Marpe and passing by a vote of 3-0, it was:

RESOLVED, that upon the request from the Director of Public Works, the Agreement between the Town of Westport and CAI Technologies of Littleton New Hampshire, for Technical Support Services associated with integration of the Town's Geographic Information System into the Accela Civic Platform is hereby APPROVED.

Item #6 added after WestportNews publication deadline

Item #6 is noted in the WPCA Minutes of 12-23-2020

REVIEW AND APPROVE 2021 CALENDAR OF REGULARLY SCHEDULED BOARD OF SELECTMEN MEETINGS

7. Selectman's Office Manager Eileen Francis presented Item #7. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that in accordance with Section 1-225b of the Connecticut General Statutes, to the 2021 Calendar of regularly scheduled public meetings of the Board of Selectmen, Local Traffic Authority and Water Pollution Control Authority is hereby APPROVED.

REVISION 12-21-2020 Item added

APPROVE COMMUNICATION SYSTEMS AND SERVICE AGREEMENT BETWEEN THE TOWN OF WESTPORT AND MOTOROLA SOLUTIONS, INC.

8. Attorney Doug LoMonte of Berchem Moses and Assistant Fire Chief Matt Cohen presented Item #8. Mr. LoMonte provided further details on the contract and its incorporation by reference to the Master Contract. He stated that the contract passes legal review. Assistant Chief Cohen described the new equipment that will replace the conventional radio system and equipment in use by Police, Fire and EMS with high-tech versions considered more reliable. The appropriation for this project has been approved by the Board of Finance and the RTM. 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 Fire Chief, the Communications System and Service Agreement between the Town of Westport and Motorola Solutions, Inc. as it relates to the Public Safety Radio System is hereby APPROVED.

EXECUTIVE SESSION

At 10:22 AM, upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the Board voted to enter Executive Session at 11:00 AM to discuss pending litigation matters.

At 12:20 PM, the Board ended its Executive Session discussion.

ADJOURNMENT

Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, the meeting adjourned at 12:20 PM.

Eileen Francis, Recording Secretary

Water Pollution Control Authority
December 23, 2020
DRAFT MINUTES

The Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority, held a public meeting on Wednesday, December 23, 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.

In attendance were James Marpe, Jennifer Tooker, Melissa Kane, Eileen Flug, Sara Harris, Peter Ratkiewich, Patty Strauss, Bryan Thompson, Rob Yost, Michael Kronick, Matt Cohen, Doug LoMonte, presenters as noted in minutes, and Eileen Francis, recording secretary.

<https://play.champds.com/westportct/event/16>

MINUTES

1. Jennifer Tooker presented Item #1. There were no revisions. 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 meeting of December 9, 2020 and the Water Pollution Control Authority's meeting of December 9, 2020 are hereby APPROVED.

APPROVE SANITARY SEWER CONNECTION AT 28 NARROW ROCKS ROAD

2. WPCA Collection System Supervisor Bryan Thompson presented WPCA Item #2 (BOS Item #6). 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 28 Narrow Rocks Road, contingent upon compliance with the WPCA Collection System Supervisor's letter of December 16, 2020 is hereby APPROVED.

ADJOURNMENT

Upon motion by Melissa Kane, seconded by Jennifer Tooker and passing by a vote of 3-0, the meeting adjourned at 12:20 PM.

Eileen Francis, Recording Secretary

ITEM #2

2. To take such action as the meeting may determine in accordance with the Town of Westport Policy for Gifts to the Town, to approve the acceptance of monetary donations under \$5,001 accepted by the First Selectman during the calendar year 2020.

ITEM #3

3. To take such action as the meeting may determine, upon the request of the Operations Director, to approve the Agreement between the Town of Westport and Progressive Diagnostics, as it relates to COVID-19 surveillance testing for Westport municipal employees.

- DRAFT -
AGREEMENT
FOR
COVID-19 TESTING

This AGREEMENT (“Agreement”) is made this ___ day of _____ 2021 by and between **Town of Westport**, Connecticut, with offices at 110 Myrtle Avenue, Westport, CT 06880, hereinafter designated as the "**Town**" and **Progressive Diagnostics, LLC**, a Connecticut limited liability company with a principal place of business at 35 Nutmeg Drive, Suite 303, Trumbull, CT 06611, hereinafter designated as "**Progressive**."

RECITALS:

WHEREAS, the Town desires to commence mandatory COVID-19 PCR molecular testing of its staff; and

WHEREAS, Progressive submitted its COVID-19 Testing Program proposal to the Town on December 30, 2020 (the “Proposal,” attached as Exhibit A hereto); and

WHEREAS, the Town desires to engage Progressive to provide COVID-19 testing in accordance with this Agreement;

NOW THEREFORE, the Town and Progressive, in consideration of the mutual promises made hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

I. ENGAGEMENT OF PROVIDER

The Town hereby engages Progressive for, and Progressive hereby agrees to provide COVID-19 Test Kits (as defined in II(A)(i) below) and to perform COVID-19 testing using the Test Kits (the “Testing”) of Town employees, Westport Public Schools (“Schools”) employees, The Westport Library (“Library”) employees, and such independent contractors who work for the Town, the Schools, or Library as may schedule Testing through the scheduling portal(s) provided by Progressive to the Town, the Schools and/or the Library, and including without limitation the employees and independent contractors who obtain Testing at the Town’s Emergency Medical Services (“EMS”) department using Test Kits supplied by Progressive (all employees and independent contractors described in this paragraph are referred to herein together as “Staff”). Progressive shall provide the Testing in according to the terms of this Agreement and the terms of the Proposal. In the event of any conflict between this Agreement and the Proposal, the terms of this Agreement shall control.

II. SCOPE OF SERVICES

The Testing shall be performed in accordance with the terms of the Proposal, except as provided below:

A. Test Kits and Authorized Lab(s).

- (i) Progressive shall provide to the Town, the EMS and the Schools only Polymerase Chain Reaction (PCR) COVID-19 test kits (“Test Kits”), and only Test Kits that have been approved by Emergency Use Authorizations (“EUAs”) issued by the U.S. Food & Drug Administration (“FDA”). Each type of Test Kit shall be approved in writing by the Town, the EMS, the Library, and/or the Schools prior to being administered as part of the Testing. Progressive shall supply the Town, the EMS, the Library, and/or the Schools with a copy of the applicable EUAs upon request. Testing Kits shall only be administered and analyzed according to the requirements of the applicable EUA, including without limitation analyzing the Test Kits at laboratories that are approved by the EUA and/or certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a.
- (ii) The Town hereby approves administering the P23 At-Home COVID-19 Test Collection Kit in accordance with the EUA issued by the FDA to P23 Labs, LLC dated October 20, 2020.
- (iii) [Insert other approved Test Kits]
- (iv) All providers of Test Kits and laboratories analyzing Test Kits shall be deemed subcontractors of Progressive for purposes of this Agreement.

B. Testing Orders by Healthcare Providers. Progressive shall not administer Testing without an order from a qualified and authorized healthcare provider in compliance with applicable state and federal laws, rules, regulations, and orders, and in compliance with the applicable EUA for each Test Kit.

C. Frequency of Testing. The Town initially elects Testing under Testing Scenario #3 of the Proposal, except that the Town will determine, in its sole discretion, (i) the frequency in which any employee will be required to be tested, and (ii) how many and what percentage of Staff will be tested each week. The Town will not be subject to any minimum number of tests per week or mandatory percentage of Staff to test. The Town shall only pay for the tests actually conducted and for which test results are returned to the Staff and the Town, Schools, and/or Library.

D. Testing and Scheduling. The Town and Progressive will coordinate the days and times for the Testing. Progressive shall provide a secure online scheduling portal for Staff to use to make Testing appointments. The Town will adequately inform the Staff of the scheduling and Testing procedures.

- E. Consent to Disclosure of Results. Progressive shall ensure that the scheduling portal contain a requirement that Staff agree, each time they schedule Testing, that the results of the Testing will be disclosed to the Town, School or Library (as the case may be). Prior to going live with the scheduling portal, Progressive will obtain the Town's prior approval for the language and format of this consent.
- F. Location of Testing. Testing of staff of the Schools shall be collected by the staff of the Schools at location(s) to be determined by the Schools, except as otherwise agreed by the parties in writing. Testing of staff of the Town and Library shall be collected by Progressive at the auditorium at the Westport Town Hall, except as otherwise agreed by the parties in writing. Progressive will provide training for EMS and School staff who will be administering the Test Kits and will coordinate delivery of the Test Kits to the appropriate laboratory at no extra cost to the Town, EMS or Schools.
- G. Supplies and Materials. Notwithstanding any language to the contrary in the Proposal, Progressive shall provide all of the staffing and all items required for the collection and transmittal of all Testing to be performed (other than Testing at the EMS or the Schools), including without limitation all items listed under "Materials List," "Infrastructure" and "Supplies" on page 9 of the Proposal, and including without limitation a sufficient number of Test Kits for all Staff scheduled for Testing during each Testing session. The cost of all such items shall be borne by Progressive and not the Town, EMS, Schools or the Library. Progressive shall ensure that all items and materials related to the Testing are removed from Town Hall, including without limitation all Test Kits, all hazardous and non-hazardous waste, and all promotional materials, at the conclusion of each Testing session. The Town will provide Internet access and such tables and chairs as may be reasonably required by Progressive to conduct Testing in the auditorium.
- H. Delivery of Test Kits from Testing Site to the Applicable Laboratories. Progressive shall ensure that all Test Kits are promptly delivered from the auditorium, EMS and Schools and other agreed-upon Testing sites to the applicable laboratories for processing, at Progressive's cost and expense.
- I. Delivery of Test Results. Progressive shall ensure that each Staff member tested shall have access to his or her own results via Progressive's secure patient online portal. Progressive shall also provide for delivery of results of all Test Kits of all Staff to Kevin Doherty, the Town's Infection Control Officer and to such other person or persons as the Town, EMS, Library and Schools may designate to Progressive in writing (each, a "Designated Recipient").
- J. Additional Services. If authorized in writing by the Town, Progressive shall furnish any one or more of the additional services described in Progressive's Proposal (any such additional services, if requested by the Town and performed by Progressive, are referred to herein as the "Additional Services"). Payment for Additional Services shall be at such prices as provided in Progressive's Proposal or as otherwise agreed by the parties in writing. The term "Testing" as used in this Agreement shall include

the Testing initially elected and any and all Additional Services. Any agreement between the Town and Progressive's affiliate, Progressive Institute, for the work described in the second paragraph of page 1 of the Proposal shall be at the option of the Town and subject to a separate written agreement between the Town and Progressive Institute.

III. TIME OF PERFORMANCE

Progressive shall begin the Testing program in the auditorium on a date and according to the schedule to be agreed upon by Progressive and the Town's Operations Director.

IV. COMPENSATION / REIMBURSEABLE EXPENSES / TERMS OF PAYMENT

A. Compensation.

- (i) The Town agrees to pay Progressive ONE HUNDRED DOLLARS (\$100.00) for each P23 saliva test performed by Progressive for Staff. If any alternative or additional services or Test Kits are requested in writing by the Town and performed by Progressive, the Town agrees to pay Progressive the amounts specified for such services and/or Test Kits in the Response or as otherwise agreed in writing by the parties, including without limitation the option to use non-invasive throat swabs when they are available, at \$90 per test instead of \$100 per test.
- (ii) For Testing that is covered by insurance, Progressive shall submit the cost of such Testing to the applicable Staff member's insurer, and Progressive shall completely exhaust all denial and appeal avenues before seeking any balance payments from the Town or the Schools. The Town will pay the balance of any such Testing fees, up to \$100 per test (or other agreed price, as provided in Section IV(i) above), that are not paid by such insurance.

- B. Terms of Payment. Progressive shall invoice the Town and Schools on a monthly basis for Testing for which results have been delivered up to the date of such invoice. The Town shall pay Progressive within thirty (30) days of receipt by the Town's Finance Department of an invoice approved by the Town.

V. TERMINATION

- A. Either party may terminate this Agreement with or without cause at any time upon written notice to the other party providing the effective date of such termination. The provisions of sections IV, V, IX and X(A) and (B) shall survive any termination of this Agreement.
- B. In the event of termination of this Agreement:
 - (i) Progressive shall continue to provide Testing as provided in this Agreement until the effective date of such termination;

- (ii) Progressive shall continue to process and provide test results for all tests that have been collected before close of business of the effective date of termination;
- (iii) Progressive shall maintain the secure patient online portal for ninety (90) days after the effective date of termination, so that Staff and the Designated Recipients have access to test results for such time period;
- (iv) The Town shall pay Progressive, in accordance with the payment provisions of this Agreement, for all tests collected as of the effective date of the termination; and
- (v) Upon payment of the amount specified in this Section V(B), the Town shall have no further liability to Progressive under this Agreement.

VI. INSURANCE

Progressive 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, Progressive'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 Progressive and/or by anyone for whose acts Progressive may be liable. Progressive must require that all subcontractors, agents and assigns procure and maintain sufficient insurance protection. Progressive shall not commence work under this Agreement until all insurance required of Progressive has been procured and approved by the Town.

Before the execution of this Agreement by the Town, Progressive shall provide the Town with certificates of insurance for each policy required by this Agreement. Progressive 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:

Progressive 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:

Progressive 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 termination of this Agreement.

- The policy shall name the Town of Westport, Westport Public Schools, Westport

Board of Education, The Westport Library, and the Westport Voluntary Emergency Medical Service as additional insureds and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.

- 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 of Westport, Westport Public Schools, Westport Board of Education, The Westport Library, and the Westport Voluntary Emergency Medical Service.
- The policy shall contain a waiver of subrogation in favor of the Town of Westport, Westport Public Schools, Westport Board of Education, The Westport Library, and the Westport Voluntary Emergency Medical Service.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and Progressive.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Progressive 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 of Westport, Westport Public Schools, Westport Board of Education, The Westport Library, and the Westport Voluntary Emergency Medical Service as an additional insured and provide a waiver of subrogation.

D. Professional Liability Insurance:

If this Agreement is for professional services, Progressive shall provide professional liability insurance 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. The policy shall provide a waiver of subrogation.

E. Umbrella or Excess Liability Insurance:

Progressive shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of the Commercial General Liability, Commercial Automobile, and Professional Liability insurance coverages and limits required by this Agreement. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

VII. INDEMNIFICATION

To the fullest extent permitted by law, Progressive shall indemnify and hold harmless the Town of Westport, Westport Public Schools, Westport Board of Education, The Westport Library, and the Westport Voluntary Emergency Medical Service and each of their respective agents, employees, Staff, and assigns from and against any and all liabilities, losses, claims, damages, actions, costs and expenses (including but not limited to attorneys' fees and court costs), judgments, subrogations and other damages that arise from breach of this Agreement, or

Progressive's negligence, or the negligence of Progressive's agents, employees, subcontractors and assigns.

VIII. FEDERAL, STATE AND LOCAL LAWS

Progressive agrees that all of the Testing will be rendered in full compliance with all applicable federal, state and local laws, regulations, ordinances, codes, orders and requirements.

IX. CONFIDENTIALITY

Progressive shall maintain the details, including without limitation the results, of all Testing confidential in accordance with the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") as such act may be amended from time to time, and other applicable local, state and federal laws, rules and regulations, and shall only disclose Testing results to the individual tested Staff member and to the Designated Recipients.

X. MISCELLANEOUS

A. Notices. Notices pursuant to this Agreement shall be sent to the addresses first above written, or to such others as either party may provide in writing. Such notices shall be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person or by certified mail return receipt requested. Notices to the Town shall be addressed to the attention of the First Selectman.

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

C. Successors; Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties and their heirs, successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

D. 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.

E. 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.

F. 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.

G. No Assignment. Progressive shall not assign or transfer this Agreement or interests in this Agreement without the prior written consent of the Town.

H. Recitals. The Recitals above are an integral part of this Agreement and are

incorporated herein by reference.

IN WITNESS WHEREFORE, the Town and Progressive have entered into this Agreement as of the ____ day of January, 2021.

TOWN OF WESTPORT

By: James S. Marpe
First Selectman

PROGRESSIVE DIAGNOSTICS, LLC

By:
Name:
Title:

EXHIBIT A: Progressive's Proposal



WESTPORT™

COVID-19 Testing Program



Contents

Westport Testing Proposal
Scheduling Your Test
Specimen Handling Instructions and Requirements
Collection Procedures
Indoor/Outdoor Temporary Collection Site
New Account Procedures
Frequently Asked Questions

Westport COVID-19 Testing Proposal

Objective

To help and support the town of Westport in providing their employees, school staff and possibly others with access to non-invasive saliva and/or throat culture PCR FDA EUA COVID-19 testing solutions on their own properties/campuses throughout the pandemic. The town of Westport would like to implement weekly surveillance testing for their 1,350 employees, however, budgetary constraints may require a modified or hybrid testing approach, so several scenarios have been developed and will be shared in this document. This is not an exhaustive list, rather these are solutions Progressive Diagnostics believes to be best for the town given their interpretation of Westport's needs. These recommendations are able to be modified at any given time to help the town adjust to the fluid testing needs associated with the pandemic.

In addition to offering to help Westport with COVID-19 testing solutions, if the town of Westport is interested, and independent of this proposal, Progressive Diagnostics' mental health and addiction treatment affiliate, Progressive Institute, would be willing to provide a matching grant up to \$30,000 over three years to jointly develop and implement an adolescent mental health/mental fitness program for students in conjunction with the board of education, first responders and/or appropriate stakeholders.

Testing Scenarios:

- 1) Weekly surveillance testing with individual samples of 100% of a population
- 2) Weekly surveillance testing with pooled samples of 100% of a population
- 3) Weekly surveillance testing of 10% - 20% random testing of a population by department
- 4) Episode testing with individual samples of 100% of a population followed by weekly surveillance random testing with 5% - 15% of a population by department

1. Weekly surveillance testing with individual samples of 100% of a population

The Gold Standard of SARS-CoV-2 Surveillance Testing is for everyone in a population to receive a PCR-based viral detection test twice a week as it would provide the best possible chance of early detection and isolation of infected individuals; however, this is cost prohibitive and time intensive.

Employees	1,350	1,350
Tests per week	1	2
Cost per test	\$ 100	\$ 100
Cost per week	\$ 135,000	\$ 270,000
Cost per month	\$ 540,000	\$ 1,080,000

2. Weekly surveillance testing with pooled samples of 100% of a population

In lieu of twice weekly, cost prohibitive individual PCR-based viral detection testing, a surveillance testing program at the population level utilizing pooled sample can reduce cost. This tactic has advantages over random testing or *ad hoc* testing in response to symptoms, but is still time intensive and may have some disadvantages due to sample dilution.



This scenario involves “pooling” no more than 6 individual samples (per CDC guidelines) into one single test. If a “pool” tests positive for the SARS-CoV-2 virus, then individuals in the pool would be tested to identify the individual(s) that is infected and potentially infectious and contact tracing would follow. Surveillance tests are not FDA cleared for diagnostic use and do not produce a patient-specific test result.

Estimated costs per 1,350 individuals tested:

Employees	1,350
Number of pools	225
Cost per pool	\$ 100
Cost per week	\$ 22,500
Cost per month	\$ 90,000

3. Weekly surveillance testing of 10% - 20% random testing of a population by department

A third alternative that may be more cost-effective, would be to tests 10% to 20% of the employees on an individual (non-pooled) basis, by department on a weekly basis. This strategy would be preferable to a purely random or ad hoc testing program.

Estimated costs per 1,350 individuals tested:

	Employees	1,350		
January	% tested per week	10%	15%	20%
	Total tested	135	203	270
	Cost per test	\$ 100	\$ 100	\$ 100
	Cost per week	\$ 13,500	\$ 20,250	\$ 27,000
	Cost per month	\$ 54,000	\$ 81,000	\$ 108,000

February	% tested per week	10%	15%	20%
	Total tested	\$ 135	\$ 203	\$ 270
	Cost per test	\$ 90	\$ 90	\$ 90
	Cost per week	\$ 12,150	\$ 18,225	\$ 24,300
	Cost per month	\$ 48,600	\$ 72,900	\$ 97,200

4. Episode testing with individual samples of 100% of a population followed by weekly surveillance random testing with 5% - 15% of a population by department

Episode testing has been implemented by private schools in CT who are concerned about increased risk of virus transmission after an “episode” or break, such as Thanksgiving, Christmas/New Year’s and upcoming spring breaks. In this model, all students and employees are tested on an individual basis approximately 4 days prior to resuming class. Contact tracing and quarantining follows any positive cases. This type of testing is typically considered medically necessary and billed directly to insurance (\$150 per test) as most individuals claim that they may have been exposed during their break. Any tests that are denied by the insurance companies are billed directly to the school at a discounted rate of \$100 per test

(or \$90 starting in February). Random testing may resume 4 to 6 weeks later depending on budget and school health department direction. This approach may be thorough for returning to school, but does only measure a moment in time.

Employees	1,350
Students	4,500
Total tested	5,850
Cost per test	\$ 100
Cost per episode	\$ 585,000 *
Est. cost to school	\$ 58,500 **

* billed to insurance

** assuming 10% of the claims are denied/considered not medically necessary

Testing Cost and Reimbursement

Progressive Diagnostics charges \$150 per test, but the discounted price for the town of Westport will be \$100 per test. As a point of reference, the Centers for Medicare Services and most private insurance companies reimburse \$100 per PCR. The diagnostic HCPCS code for SARS-CoV-2/2019-nCoV (COVID-19) is U0004. CMS and commercial insurance companies typically pay for the test under the CARES Act if it is considered “medically necessary”, but do not reimburse for “surveillance testing”. Tests are considered medically necessary per CDC guidelines. Surveillance testing is billed directly to the client (Westport).

In the event that tests are not reimbursed at least \$100 per test, or are denied and deemed not medically necessary, by insurance, Westport agrees to pay the balance. Please note that it may take up to 60 days to adjudicate a claim. Progressive Diagnostics will completely exhaust all denial and appeal avenues before seeking any balance payments from Westport.

Testing Cost and Reimbursement (February and beyond)

Since some individuals are not able to produce saliva, Progressive will be offering non-invasive throat swabs (similar technique to a throat culture) in February and will be able to discount these further to \$90 per test. Turnaround times are expected to be within 24 hours.

Indoor Testing

Westport can set up an indoor facility as specimen collection station for employees, students and/or other community members to visit and provide a sample. This option could test 250 to 500 people per day with 3 to 6 stations and would require space around 1,000 to 2,000 square feet. While walk-ins can be accepted, it is strongly recommended that appointments are scheduled online. Indoor testing, with proper ventilation, is preferable to outdoors, especially during the winter months.

Drive-thru testing

A drive-thru testing station could be set up and would require using 2 tents (10' x 10'). Westport would set up and dismantle the tents and Progressive Diagnostics would provide the collection staff. This option may be able to test up to 150 people per day, but may require more time due to directing automobile traffic. This solution would require two testing stations and one registration and a staff of 3 people. It is recommended that appointments are scheduled, but they are more difficult to manage in a drive-thru, so

this option would need to accept non-scheduled “drive-ups”. The drive-up model tends to create time waiting in line.

Support and Supplies

The town of Westport will supply an ordering provider, choose their facility/on-campus locations and schedules and help promote the services to their personnel through appropriate channels. For the comfort and safety of the specimen collectors, employees and school members during the winter months, the preferred location would be in a large, well ventilated, in-door spaces, such as a gymnasium or open area; however, if such a location is not available, an outdoor location could be selected. Ideally, Westport would be able to supply basic items such as chairs, tables, winterized tent set up, snow and ice removal, general maintenance and heaters if collection is outdoors. If collection locations are outside Progressive Diagnostics does anticipate high staff fallout and turnover rates, long lines and increase pollution from auto exhaust.

Progressive Diagnostics will register test locations with the Connecticut Department of Health and supply test kits and all related testing materials, trained personnel, patient education materials, patient traffic decals and signage, medical waste pickup (pass through cost), sample courier services, patient scheduling software, computers, testing services, test reports, patient portals, customer service, technical and scientific support, and billing services.

Testing Collection Cost

Any additional costs that relates to cleaning, supply community members with PPE, or other various items not mentioned above, will need to be arranged and paid for by the town of Westport.

Indoor testing may require additional cleaning and fogger costs, but the cost should be nominal, estimated \$25 - 50 per day, and this would be paid by the town of Westport.

Drive-through testing may require additional cost for items like tents, heaters, etc. and these costs would be paid by the town of Westport.

Testing Dates and Times

Testing can be conducted onsite and led by Progressive or by school employees based on anticipated volume of testing. As a general rule of thumb, if it is expected that more than 50 samples will be collected in a day, Progressive employees can support the registration and collection of the specimens on site. Individuals can also be referred to a patient service center in the surrounding area (Wilton, Norwalk, Stamford, Bridgeport).

Medical Personnel Training

It is assumed that Westport would prefer to assign an ordering provider (to order the tests), while Progressive Diagnostics’ Laboratory Director, Chamila Rupasinghe, PhD and/or VP of Scientific Affairs, Buddy Whitman, PhD, will oversee the testing program.



Reporting Patient Results and Customer Service

The PRC lab results are reported directly to the patient via a HIPAA compliant and secure patient online portal. Designated Westport leadership will also have full access to all reports. Progressive Diagnostics can also provide a summary of the lab results to the leadership.

Results typically average less than 48 hours, unless there are spikes in volume, in which case they may take up to 72 hours. This time line starts the day when the lab receives the sample, which is the day after the test appointment. For example, for samples that are collected on Wednesday, patients should receive their results on Friday or Saturday. Please note that we expect turnaround times to be less than 24 hours in February 2021.

In the extremely rare situation where a sample is lost, Progressive Diagnostics will collect and run that patient's sample again at no cost.

FDA EUA

All Progressive Diagnostics COVID-19 related tests operate under an FDA EUA authorization. The provider/patient fact sheets are attached. All antibody tests are processed at Progressive Diagnostics in Trumbull and all PCR tests are processed at P23 in Savannah, Georgia. Starting in February all tests will be processed in Trumbull, CT.

Westport Town

Progressive Diagnostics, LLC

By: _____

By: _____

Curt Kuliga, CEO

Date: _____

Date: _____



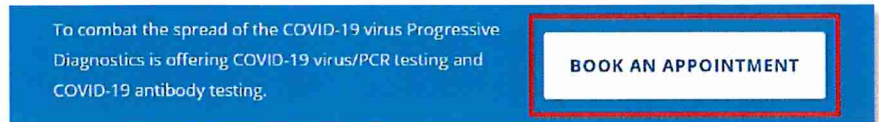
Scheduling your Test

How to Schedule your COVID-19 Appointment

1. Navigate to www.progressive-diagnostics.com and click on the "COVID-19" button in the top-right of your screen.



2. When the next page loads, scroll down until you see "Book an Appointment." Click this button.



3. You will be brought to a scheduling application where you can begin by selecting the day you would like to schedule the test.



4. Selecting a date will present you with available time slots. Choose one and select "Confirm" to continue.



5. Answer all the questions in the "Enter Details" section, then click on "Schedule Event" at the bottom of the form to complete your booking.



Specimen Handling Instructions and Requirements

COVID-19 PCR Saliva Testing

Collection Procedure

1. Always wear appropriate personal protective equipment (PPE), including at minimum: gloves, mask, face shield (optional), and apron or gown.
2. Confirm the patient's name and date of birth, then (in LabNexus) finalize the order.
3. Print the barcode label and place on collection device.
 - a. *Note: if not using a barcode label printer, write the patient's Name, DOB and the date of collection in permanent marker on the address label provided and attach to the front of the biohazard bag.*
4. Ask the patient for their insurance card and make a copy.
5. Collect the sample according to the Collection Device Instructions.
6. Discard any parts of the collection device not used into the biohazard waste bin.
7. Place the collection device into the small biohazard bag with the applicable patient identification label attached to it, then place into cooler for courier pickup or shipping to lab.
 - a. If shipping, samples should be dropped into a FedEx drop-box before the specified daily pickup time. Shipping labels will be emailed over daily by a member of Progressive Diagnostics' Customer Service team.
 - b. If utilizing a courier, pickups will occur shortly after the last scheduled appointment or at the end of a testing window each day.

Specimen Handling and Requirements

1. Specimen samples will remain stable for up to 3 weeks at ambient room temperature.
2. Each specimen sample should be placed inside the biohazard bag which should be tightly closed, and its corresponding patient identification label should be attached onto the outside of the biohazard bag.
3. Turn-around times depend heavily on demand but typically range from 48 to 72 hours.

Product Images and Specifications

Collection Device Kit

OM-505 kit contents



Product specifications
Pre-use with packaging:
Dimensions: 14.0 x 8.0 x 2.8 cm
Weight: 39 g
Shelf-life: 30 months
Standard 128C 14-digit bar code

Collected specimen is potentially infectious and should be handled with appropriate biosafety practices.

Ship in accordance to applicable regulations covering transport of biological specimens.

Packaging and Instructions



Tube cap



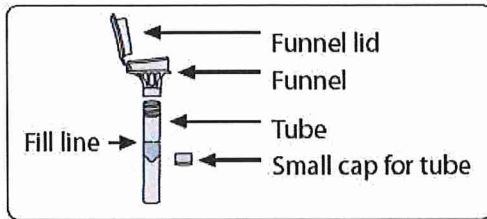
Collector

Biohazard Specimen Bags



Collection Procedures

Overview of Self-Collection Kit



Label Legend

	Consult package insert
	Collect saliva by (Use by)
	Catalog number
	Caution, consult instructions for use
	Storage instructions
	Manufacturer
	Lot number
	Serial number

Summary and Explanation of Kit

Omnigene-ORAL is a self-collection kit that provides the materials and instructions for collecting and stabilizing saliva specimens. Kit contains stabilizing liquid.

Warnings and Precautions

- Collected specimen is potentially infectious and should be handled with appropriate biosafety practices.
- Wash with water if stabilizing liquid comes into contact with eyes or skin.
- Do not ingest.
- See MSDS at www.dnagenotek.com.
- Small cap may pose a choking hazard.
- Store at 15-30°C.
- Ship in accordance with applicable regulations covering transport of biological specimens.

Click here for the [Collection Device Fact Sheet](#).

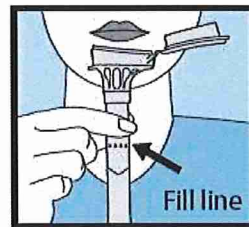
User Instructions

Procedure

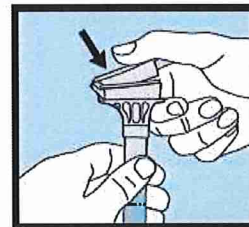
Most people take between 2 and 5 minutes to deliver a saliva sample following the below steps. Collection is simple but has a few nuances. Please see this [YouTube video](#) for a helpful demonstration.

Collection Precautions

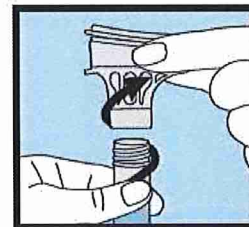
Do **NOT** eat, drink, smoke, or chew gum for 30 minutes before giving your saliva sample. Do **NOT** remove the plastic film from the funnel lid.



- 1 Spit into funnel until the amount of liquid saliva (not bubbles) reaches the fill line shown in picture #1.



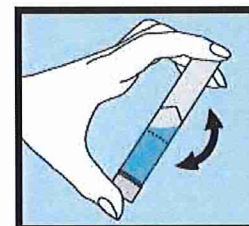
- 2 Hold the tube upright with one hand. Close the funnel lid with the other hand (as shown) by firmly pushing the lid until you hear a loud click. The liquid in the lid will be released into the tube to mix with the saliva. Make sure that the lid is closed tightly.



- 3 Hold the tube upright. Unscrew the funnel from the tube.



- 4 Use the small cap to close the tube tightly.



- 5 Shake the capped tube for 5 seconds. Discard or recycle the funnel.

Indoor Temporary Collection Site

Materials List

The following is a list of materials required that need to be budgeted for. The Spire and/or Progressive Diagnostics may have existing items that can be contributed or so items may need to be purchased.

Infrastructure

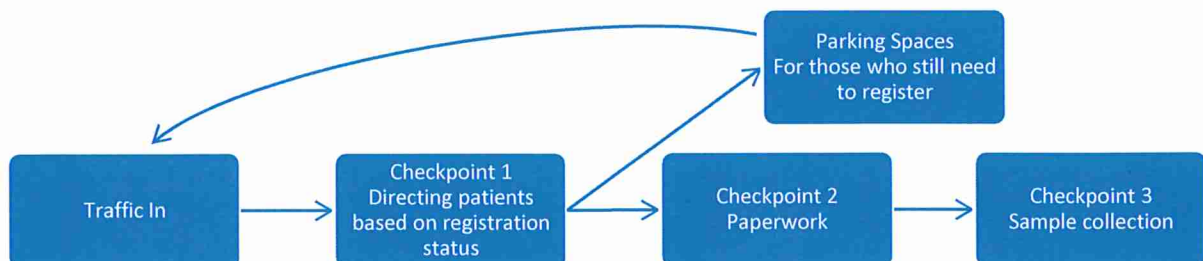
- Power supply (min 5 long power cords w/ multi-plug adapters)
- Tablets with keyboards (min 5)
- Printer/Scanner (min 2)
- Barcode label printer (min 5)
- Internet Access

Supplies

- Personal Protective Equipment (PPE)
 - Gloves
 - Masks
 - Aprons/Gowns
 - Face shields
- Collection Supplies
 - Saliva kits
 - Biohazard bags
 - Paper towels
 - Bleach cleaner / wipes
 - Storage container
 - Biohazard waste bin
- Administrative Supplies
 - Printer paper
 - Barcode label rolls
 - Fine tip sharpies
 - Ink pens

Flow of Traffic

- Three checkpoints
 1. Checkpoint 1 (C1) - Directing Traffic
 - a. Traffic comes in and is directed by a staff member based on whether they have pre-registered or not. If they have pre-registered, they will be directed into the tent to Checkpoint 2. If they have not pre-registered, they will be directed to a parking space to register and then will come back through to C1.
 2. Checkpoint 2 (C2) - Paperwork
 - a. Patients drive up and confirm name and DOB.
 - b. Orders are completed in LN at Checkpoint 2 and barcode labels are printed and attached to the biohazard bag in which the tube will be put into after collecting the sample at Checkpoint 3.
 - c. The patient brings the biohazard bag and the tube to Checkpoint 3.
 3. Checkpoint 3 (C3) - Collection
 - a. Patient proceeds to C3, hands the biohazard bag to a staff member at C3 and keep the collection tube and is given instructions on how to provide a sample.
 - b. Patient gives collection tube to C3 staff, who confirms that saliva quantity is sufficient, then places collection device into the applicable biohazard bag.



Patient Registration

- Daily testing window event type created in Progressive Diagnostics' website appointment calendar.
- Patients are encouraged to pre-register online using Progressive Diagnostics' website appointment calendar.
 - For the indoor collection facility, patients who do not pre-register will be directed to a separate "Walk-In" line.
 - For the outdoor facility, patients who do not pre-register will be directed to parking spaces to register on their phone or a tablet before proceeding through collection tent.

New Account Procedures

Information Needed

1. Name and address of the account.
2. Contact name, phone number, fax, and email address.
3. Will you have a referring (signing) provider?
 - a. If so, please provide full name, title, NPI number, Medicare, and Medicaid number.
4. Will you need a collector?
5. Will you need specimen pickups, or do you have your own courier that will drive the specimen to the lab?
6. How do you want to receive lab reports - portal, fax, and/or email?

Frequently Asked Questions

Who should get tested for the COVID-19 Virus?

This test is for those who are exhibiting symptoms of COVID-19 including the following: fever, cough, shortness of breath or difficulty breathing, chills, muscle pain, headache, sore throat, or new loss of taste or smell, or are believed to have been exposed to COVID-19 in the past 14 days. Testing may also be required prior to various medical procedures or travel and quarantine restrictions.

When should you get tested for the COVID-19 Virus?

You should test for the COVID-19 virus when you have symptoms or believe you have been exposed to COVID-19 in the past 14 days.

What is a COVID-19 Virus (saliva) Test and how is it collected?

This COVID-19 saliva test is the most recent form of accurate COVID-19 virus testing, and the most comfortable test for patients. Individuals simply need to deposit their saliva in a tube and an approved CLIA laboratory will test the sample.

What do my COVID-19 Virus test results mean?

A positive result means you have an active COVID-19 viral infection and should immediately call your health care provider to share your results. Self-quarantine will help prevent the spread of the virus and protect those around you. If the results are negative, you do not currently have an active viral infection. It is however possible to have a very low level of the virus in the body with even with a negative test result.

How fast will I get my COVID-19 Virus test results?

The COVID-19 virus test results are reported within 48-72 hours through a HIPAA compliant online portal.

FDA COVID-19 Patient Fact Sheets

The FDA COVID-19 Virus/PCR Patient Fact Sheet is available at:

<https://progressive-diagnostics.com/wp-content/uploads/2020/09/Patient-Fact-Sheet-Virus-PCR-COVID-19-Test.pdf>.

ITEM #4

4. Acting in its capacity as the Local Traffic Authority, to take such action as the meeting may determine to request from the Connecticut DOT, Traffic Engineering Division, the establishment of a "School Zone" on US Route 1 in Westport, adjacent to the Kings Highway Elementary School, from Lincoln Street to Kings Highway North.

December, 2020

Questions and Responses re: School Zones in Westport

QUESTION from P Ratkewich

Westport has a School located on Post Road West between Kings Highway and Lincoln Street called the Kings Highway School. I am inquiring as to whether this has ever been established as a “School Zone” By OSTA or its predecessor, the STC. Is there a listing of School Zones on State Highways? And if so can you point me to where I can look that up?

If not, is there an example form of Resolution that the legislative body needs to use to request a School Zone be designated in the vicinity of the school, pursuant to CGS 14-212b?

RESPONSE from Frederick L. Kulakowski, P.E., Transportation Supervising Engineer

Your inquiry regarding a school zone on Route 1 in the vicinity of the Kings Highway Elementary School has been forwarded to the Department of Transportation (Department) Traffic Engineering unit for response. Your specific question (in Red) is listed below with the response.

“I am inquiring as to whether this has ever been established as a “School Zone” By OSTA or its predecessor, the STC.”

The Office of the State Traffic Administration (OSTA) has indicated that they have no previous records of a School Zone being “approved” for this section of Route 1 for the Kings Highway Elementary School.

“Is there a listing of School Zones on State Highways?”

There is no formal list available, however, OSTA has indicated they will research their records and provide you with a “list” of previous School Zone approvals within the Town of Westport. OSTA will respond directly to you.

“And if so can you point me to where I can look that up?”

As noted above, there is no formal list.

“If not, is there an example form of Resolution that the legislative body needs to use to request a School Zone be designated in the vicinity of the school, pursuant to CGS 14-212b?”

Our understanding is that there is no formal form of Resolution for requesting a school zone.

For your information, please note the following:

- Traffic Engineering has prepared and filed an internal Traffic Engineering Investigation (TEI) report documenting the “approval” of the School Zone Fines Doubled signage on Route 1 for the Kings Highway Elementary School. A work order has been sent to the

District to install the required signs. As you may be aware, the request for these signs also was received from Sen Haskell.

- The responsibility for the review and approval of “School Zone Ahead Fines Doubled” Zone Signing on state highways was transferred from OSTA to the Department of Transportation (Department) Traffic Engineering in April 2019. Warning/Non Regulatory School Area signing continues to be the responsibility of the Department. Request for these signs is made directly to the Division of Traffic Engineering at DOT.TrafficEngineering@ct.gov.
- Requests for 1) “School Speed Limit XX mph When Flashing” Zone Signing and 2) Combination “School Speed Limit XX mph When Flashing” with “School Zone Ahead Fines Doubled” Zone are made directly to OSTA, Email: DOT.OSTA@ct.gov.

OSTA will respond directly to you regarding a list of School Zones within the Town of Westport. (*see response below*)

RESPONSE FROM OSTA (*Eamon Flannery, P.E. Transportation Engineer 3, CT DOT*) re: “list” of Approved School Zones

The Office of the State Traffic Administration (OSTA) has checked our files and has no record of an approved School Zone for the Kings Highway School.

Requests for 1) “School Speed Limit XX mph When Flashing” Zone Signing and 2) Combination “School Speed Limit XX mph When Flashing” with “School Zone Ahead Fines Doubled” Zone can be made directly to the OSTA at DOT.OSTA@ct.gov.

FOLLOW UP QUESTION from Pete Ratkiewich

As I understand it, according to the Statute cited, it appears then that our RTM has to make the request that this be made a school zone before we do anything. That’s why I was asking if it has already been established.

(see CGS 14-212b(b)(1) – School Zones:

At the request of the legislative body of a town, city or borough, the Office of the State Traffic Administration may designate as a school zone any part of a state highway that is adjacent to school property or is, in the opinion of said office, sufficiently close to school property as to constitute a risk to the public safety under all the circumstances.

Please confirm that we need an RTM request and I will get that going.

We do intend to ask for a State ROW permit for the flashing “Your Speed” signs in addition to the plain signs that we have already requested, once we have a school zone established.

RESPONSE from Frederick L. Kulakowski, P.E., Transportation Supervising Engineer

Your question regarding the requirement of the RTM to make a formal request for a School Zone is appreciated.

The Department of Transportation's Division of Traffic Engineering will accept a letter or email from the Local Traffic Authority (Board of Selectman - Mr. James S. Marpe - First Selectman), or its representative, requesting the School Zone. It is not necessary for the RTM to make the request.

The Office of the State Traffic Administration (OSTA) has given blanket approval for the installation of traffic control devices on State Highways to the Department of Transportation so the request for establishment of school zone or school zone fines doubled zone could now be made directly to the Division Of Traffic Engineering. Email: DOT.Traffic.Engineering@ct.gov.

Paperwork is being finalized internally by the Division of Traffic Engineering to record and document the request.

As you may know, based on your "concurrence" on or about October 22, 2020, the work order to install the "School Zone Ahead Fines Doubled" Zone Signing has been submitted to the Office of Maintenance's District 3 for installation.

ITEM #5

5. Acting in its capacity as the Local Traffic Authority, to take such action as the meeting may determine, to request from the Office of State Traffic Administration (OSTA) the approval to install two (2) combination “School Speed Limit XX MPH When Flashing” with “School Zone Ahead - Fines Doubled” signs on US Route 1 in Westport, within the Kings Highway Elementary School “School Zone,” as established.

ITEM #6

6. Acting in its capacity as the Water Pollution Control Authority, upon the request of the WPCA Collection System Supervisor and in accordance with the Procedure for the Installation of Sanitary Sewers, to accept the petition(s) from residents seeking sanitary sewer extensions to service Evergreen Avenue, Evergreen Parkway, Tamarac Road, Lone Pine Lane, Gorham Avenue, Compo Road North and Brookside Drive (Contract 75).



WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341 1120 www.westportct.gov

RECEIVED

DEC 22 2020

TOWN OF WESTPORT
SELECTMAN'S OFFICE

December 16, 2020

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

**RE: Sanitary Sewer Petition Acceptance – Sewer Contract 75
Evergreen Avenue, Evergreen Parkway, Tamarac Road, Lone Pine Lane,
Gorham Avenue, Compo Road North & Brookside Drive**

Dear Mr. Marpe:

This office is in receipt of petitions from residents of the following areas seeking sanitary sewer extensions to service their area. This area is located within the proposed sewer area as designated by the 2002 Westport Wastewater Facility Plan.

The following is a summary of petitioning area by “Design Segment”:

- 1. Design Segment-EVGA-EVGP-TAM-CRN, Starting at an existing sewer manhole within Evergreen Avenue extend easterly up to Evergreen Parkway, northerly on Evergreen Parkway to Tamarac Road, easterly on Tamarac Road to Compo Road North, northerly up Compo Road North ending in front of 104 Compo Road North.**

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system. This piping segment will be the primary trunk line for the area and will be placed within the Town’s and State right-of-way of the aforementioned roads. No private easements would be needed for the installation of this segment. Total length of this proposed design segment is approximately two thousand eight hundred and fifty linear feet (2850LF).

Petitions Received; February 9, 2005

Total Number of Eligible Units	=	44
Total Number of Petition Units	=	<u>35</u>
% of Total Units	=	80% (51% Required)

- 2. Design Segment-EVGP, Starting at a proposed manhole in the intersection of Evergreen Parkway and Tamarac Road extending northerly up Evergreen Parkway ending in front of #36 Evergreen Parkway.**

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system, which would be placed within the Town’s right-of-way of Evergreen Parkway. No private easements would be needed for the installation of this segment. Total length of this proposed design segment is approximately eight hundred and fifty linear feet (850LF).

Petitions Received; February 9, 2005

Total Number of Eligible Units	=	19
Total Number of Petition Units	=	<u>16</u>
% of Total Units	=	84% (51% Required)

December 16, 2020

**RE: Sanitary Sewer Petition Acceptance – Sewer Contract 75
Evergreen Avenue, Evergreen Parkway, Tamarac Road, Lone Pine Lane,
Gorham Avenue, Compo Road North & Brookside Drive**

3. Design Segment-LPL, Starting at a proposed manhole in the intersection of Tamarac Road and Lone Pine Lane extending easterly on Lone Pine Lane ending in front of #21 Lone Pine Lane

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system, which would be placed within the Town’s right-of-way of Lone Pine Lane. No private easements would be needed for the installation of this segment. Total length of this proposed design segment is approximately seven hundred and seventy linear feet (770LF).

Petitions Received; February 9, 2005
Total Number of Eligible Units = 15
Total Number of Petition Units = 14
% of Total Units = **93%** (51% Required)

4. Design Segment-BSD-CRN, Starting at a proposed manhole in Lone Pine Lane extending easterly through private easements (not yet acquired) to Compo Road North and continuing up Brookside Drive ending in the cul-de-sac.

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system. Part of this segment will require private cross-country easements (not yet obtained) extending from Lone Pine Lane through to Compo Road North. The remainder of this segment will be within the State of Connecticut right-of-way for Compo Road North (State RT2136) and the Town right-of-way for Brookside Drive. Total length of this proposed design segment is approximately five one thousand five hundred and eighty linear feet (1580LF).

Petitions Received; February 9, 2005
Total Number of Eligible Units = 12
Total Number of Petition Units = 10
% of Total Units = **83%** (51% Required)

5. Design Segment-GAE, Starting at a proposed manhole in Tamarac Road extending northerly through private easements (not yet acquired) to Gorham Avenue and continuing easterly on Gorham Avenue ending at 101 Compo Road North.

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system. Part of this segment will require private cross-country easements (not yet obtained) extending from Tamarac Road through to Gorham Avenue. The remainder of this segment will be within the Town right-of-way for Brookside Drive. Total length of this proposed design segment is approximately eight hundred linear feet (800LF).

Petitions Received; June 28, 2000 & February 9, 2005
Total Number of Eligible Units = 9
Total Number of Petition Units = 6
% of Total Units = **67%** (51% Required)

December 16, 2020

**RE: Sanitary Sewer Petition Acceptance – Sewer Contract 75
Evergreen Avenue, Evergreen Parkway, Tamarac Road, Lone Pine Lane,
Gorham Avenue, Compo Road North & Brookside Drive**

6. Design Segment-GAW, Starting at a proposed manhole in front of #44 Gorham Avenue extending westerly on Gorham Avenue ending in front of #27 Gorham Avenue.

A preliminary review of the Town records and the area topography indicates that the requested extension can be accomplished through design of a traditional gravity system which would be placed within the Town's right-of-way of Gorham Avenue. Total length of this proposed design segment is approximately four hundred and fifty linear feet (450LF).

Petitions Received; June 28, 2000 & February 9, 2005
Total Number of Eligible Units = 8
Total Number of Petition Units = 7
% of Total Units = **88%** (51% Required)

7. Design Segment-EVGA-CRN,

A preliminary review of the Town records and the area topography indicates that this segment will be a combination of gravity and low-pressure sewer design. The gravity portion of the segment will serve numbers 38, 43, 46 & 49 Evergreen Avenue (lots west of Deadman's Brook). All properties east of Deadman's Brook, 52-71 Evergreen Avenue, including 66 & 72 Compo Road North will be served by low-pressure sewer. This segment will be placed within the Town right-of-way of Evergreen Avenue and the State of Connecticut right-of-way for Compo Road North (State RT2136). Total length of this proposed design segment is approximately one thousand three hundred and ten linear feet (1310LF).

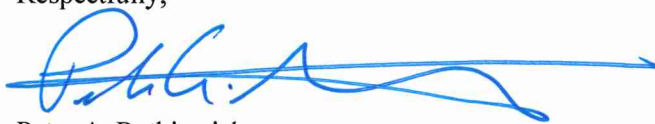
Petitions Received; August 16, 2001
Total Number of Eligible Units = 17
Total Number of Petition Units = 10
% of Total Units = **59%** (51% Required)

The petition represents one hundred and twenty-four (124) properties of which ninety-eight (98) are positive petitioners, equaling seventy-nine percent (79%) in favor of the sewer extension.

Copies of the petition summary and a petition area plan are attached.

We hereby request authorization from the Water Pollution Control Authority to proceed with an extension of the sanitary sewer system to service the above referenced area.

Respectfully,



Peter A. Ratkiewich
Director of Public Works

Executive Session

It is anticipated that the Board of Selectmen will vote to enter into Executive Session to discuss pending litigation.