

Board of Selectmen Meeting
June 23, 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, June 23, 2021, at 9:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, Connecticut. Emails to the Board of Selectmen *prior to the meeting* may be sent to selectman@westportct.gov. Agenda to include but not be limited to the following items (subject to revision):

1. To take such action as the meeting may determine to approve the Minutes of the Board of Selectmen's and Water Pollution Control Authority's meeting of June 9, 2021.
2. To take such action as the meeting may determine to approve the request to (i) close the Town roadway known as Railroad Place and (ii) establish temporary "No Parking" on the east side of Riverside Avenue from noon to 9:00 PM on Saturday, September 25, 2021 (Rain Date: Sunday, September 26, 2021) for the Slice of Saugatuck Event.
3. To take such action as the meeting may determine, in accordance with the Policy for Naming Town Property, to approve the naming of the Town owned property known as the Staples High School Football Field, located at 70 North Avenue, in honor of Paul Lane, and further, to forward the request to the Representative Town Meeting for its review at its next scheduled public meeting.
4. To take such action as the meeting may determine to approve the Maintenance Agreement between the Town of Westport and Total Communications, Inc. as it relates to equipment hardware, software, and maintenance for the Town, Board of Education and Westport Library communications systems.
5. To take such action as the meeting may determine, to approve the Maintenance Agreement between the Town of Westport and Weissco Power as it relates to the UPS System equipment.
6. To take such action as the meeting may determine, to approve Amendment No. 2 to Pharmacy Service Agreement between the Town of Westport and MaxorPlus Ltd., extending the term of the existing agreement for pharmacy benefit management services until June 30, 2024.
7. To take such action as the meeting may determine, upon the request of the Department of Human Services, to certify the Town of Westport's grant award assistance agreements and other related documents for COVID-19 Funding (Sc Cdbg- Cv) Under The Cares Act through the CT Department of Housing/Small Cities Community Development Block Grant.

James S. Marpe, First Selectman

RECEIVED FOR RECORD
WESTPORT TOWN CLERK
2021 JUN 18 P 12:13

JEFFREY M.
DUNKERTON

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 and Water Pollution Control Authority's meeting of June 9, 2021.

Board of Selectmen Meeting
June 9, 2021
DRAFT MINUTES

The Westport Board of Selectmen, Traffic Authority, and Water Pollution Control Authority held a public meeting on Wednesday, June 9, 2021, at 9:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, Connecticut. In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane (via teleconference), Eileen Flug, Eileen Zhang, Sara Harris Lynn Scully, Gary Conrad, Matt Cohen, Robert Yost, Doug LoMonte, Bryan Thompson, and Eileen Francis, recording secretary.

<https://play.champds.com/westportct/event/84>

MINUTES

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

RESOLVED, that the Minutes of the Board of Selectmen's and Water Pollution Control Authority's meeting of May 26, 2021, are hereby APPROVED.

APPROVE ENGAGEMENT LETTER WITH CLIFTONLARSONALLEN FOR JUNE 30, 2021, YEAR END AUDIT

2. Audit Manager Lynn Scully presented Item #2. Ms. Scully noted that the terms complied with the original proposal, and the town is satisfied with the performance of the company. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Audit Engagement Letter between the Town and CliftonLarsonAllen as it relates to the June 30, 2021, year-end audit is hereby APPROVED.

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the Board approved moving discussion of Item #8 after Item #3.

***REVISION 06-07-2021**

APPROVE AUDIT ENGAGEMENT LETTER BETWEEN THE TOWN OF WESTPORT AND CLIFTON ALLEN LARSON FOR TOWN AND WESTPORT PUBLIC SCHOOLS SYSTEMS UTILIZATION ASSESSMENT

8. Audit Manager Lynn Scully presented Item #8. Ms. Scully described the purpose for the audit to assess the current systems in place within the Town and Westport Public Schools. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Audit Engagement Letter between the Town of Westport and CliftonLarsonAllen as it relates to the Systems Utilization Assessment of Human Resources & Payroll Functions for the Town and the Westport Public Schools is hereby APPROVED.

APPROVE MODIFICATION TO LEASE AGREEMENT BETWEEN THE TOWN OF WESTPORT AND AMERICAN TOWER AS IT RELATES TO THE CELL TOWER AT 120 BAYBERRY LANE

3. Matt Cohen, representing the Fire Department, and Attorney Douglas LoMonte of Berchem Moses, PC, presented Item #3. Both presenters explained the purposed for the request – to upgrade and replace the current town-owned equipment to accommodate the new communications system. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Lease Modification to the Lease Agreement between the Town of Westport and American Tower Corporation, dated September 9, 2003, for the purpose of replacing the existing town-owned communication infrastructure in accordance with the approved public safety communication system upgrade is hereby APPROVED.

APPROVE CONTRACT EXTENSION AGREEMENT BETWEEN THE TOWN AND BENCH STRENGTH PARTNERS, INC.

4. Attorney Doug LoMonte of Berchem Moses, PC, presented Item #4. Mr. LoMonte described the current arrangement between the Town and Bench Strength Partners, and that the relationship and representation on behalf of the Town has been positive and financially beneficial. The extension is for five years, retroactive from January 2021. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the Contract Extension Agreement between the Town of Westport and Bench Strength Partners, Inc. as it relates to the Town-owned cell tower at 515 Post Road East, extending the term of the existing Exclusive Representation Agreement for a period of five years is hereby APPROVED.

APPROVE MASTER SERVICES AGREEMENT BETWEEN THE TOWN AND LCT SOFTWARE FOR SUBSCRIPTION TO DIG E PLAN

5. IT Director Eileen Zhang and Operations Direction Sara Harris presented Item #5. Ms. Zhang provided an overview of the product which is to provide the ability for electronic document review. It provides an efficiency for administration of land-use permits and integrates with the Acela program currently in use. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that subject to final review by the Assistant Town Attorney, the Master Services Agreement between the Town of Westport and LCT Software LLC, for a subscription to the DigEplan cloud-based service for electronic plan review to facilitate online land use permitting through the Accela platform is hereby APPROVED.

APPROVE CONSULTING AND PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND VISION33

6. IT Director Eileen Zhang and Operations Direction Sara Harris presented Item #6. This agreement is necessary to implement the DigEPlan subscription with Accela. Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that subject to final review by the Assistant Town Attorney, the Consulting and Professional Services Agreement between the Town of Westport and Vision33 Inc. for the integration of DigEplan software into the Town's Accela permitting platform is hereby APPROVED.

Item #7 is included in the Minutes of the WPCA meeting of 06-09-2021

ADJOURNMENT

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the meeting was adjourned at 10:12 AM

/Eileen Francis/
Eileen Francis, Recording Secretary

DRAFT

Water Pollution Control Authority
June 9, 2021
DRAFT MINUTES

The Westport Board of Selectmen, acting in its capacity as the Water Pollution Control Authority, held a public meeting on Wednesday, June 9, 2021, at 9:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, Connecticut. In attendance were Jim Marpe, Jennifer Tooker, Melissa Kane (via teleconference), Eileen Flug, Eileen Zhang, Sara Harris Lynn Scully, Gary Conrad, Matt Cohen, Robert Yost, Doug LoMonte, Bryan Thompson, and Eileen Francis, recording secretary.

<https://play.champds.com/westportct/event/84>

MINUTES

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

RESOLVED, that the Minutes of the Board of Selectmen's and Water Pollution Control Authority's meetings of May 26, 2021, are hereby APPROVED.

APPROVE SUPPLEMENTAL SANITARY SEWER CONNECTION AT 950 POST ROAD EAST

2. Collection System Supervisor Bryan Thompson presented WPCA Item #2 (BOS Item #7). Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, it was:

RESOLVED, that the request for the supplemental sanitary sewer connection and increase in benefit assessment units for 950 Post Road East, contingent upon compliance with the WPCA Collection System Supervisor's letter of May 28, 2021, is hereby APPROVED.

ADJOURNMENT

Upon motion by Jim Marpe, seconded by Melissa Kane and passing by a vote of 3-0, the meeting was adjourned at 10:12 AM

/Eileen Francis/

Eileen Francis, Recording Secretary

ITEM #2

2. To take such action as the meeting may determine to approve the request to (i) close the Town roadway known as Railroad Place and (ii) establish temporary “No Parking” on the east side of Riverside Avenue from noon to 9:00 PM on Saturday, September 25, 2021 (Rain Date: Sunday, September 26, 2021) for the Slice of Saugatuck Event.



EVENT CHECKLIST and DEPARTMENT COMMENTS

Day, Date, Time of Event	Saturday, September 25, 2021 2-5 PM (RAIN: Sunday, Sept. 26)
Name of Event	Slice of Saugatuck
Town Property	Close Railroad Place, No Parking East Side Riverside Avenue
Event organizer	Westport Weston Chamber of Commerce
Organizer Contact Info	Matthew Mandell, matthew@westportwestonchamber.org 718-757-6621
Set Up/Breakdown Times	Noon – 9pm
Req to Depts Sent	06-02-2021 – Date changed from Sept. 11 TO Sept. 25, resent for comment 06-07-2021
BOS Approval Date	Scheduled 06-23-2021
FINAL APPROVAL DATE	

	Date
Processing Fee	06-02-2021
Bond	roll
Verified COI	
Verified Hold Harmless	
3 rd Party (if Applicable)	
Map/Route/Set-Up	06-02-2021
After Action Report	
Bond Returned	

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



EVENT CHECKLIST and DEPARTMENT COMMENTS

COMMENTS:

DATE:		
06-08-2021	<u>POLICE:</u>	<p>Eileen,</p> <p>The police department does have some concerns with the upcoming event as the 2019 Slice of Saugatuck event presented a number of issues including managing pedestrian and vehicular traffic at the Bridge/Riverside and Riverside/Charles intersections and intoxicated persons. The footprint of the event expanded in 2019. RTM District 9 received a complaint following last year's event. Our officers also found the security and traffic hours and number of personnel hired was insufficient to manage attendance and deal with issues that arose (one of whom has worked the event 4 years in a row). We believe 2 additional officers for security and 2 additional officers or traffic agents for traffic control, to be paid for by the applicant, should be sufficient. [For a total of 4 security officers and 5 traffic control officers to be paid by the applicant.] Security officers were also unable to secure form their posts at 1700 hours due to the extremely large lingering crowd. Posts this year should be staffed until 1800 hours.</p> <p>That being said, staffing that event with a total of 9 personnel the same day as the Yankee Doodle fair may prove to be difficult.</p> <p><i>Lt Jillian Cabana</i></p>
06-03-2021	<u>FIRE:</u>	<p>Our office has no objections although more detailed plans will need to be reviewed prior and inspections will be performed that day as in years past. <i>Terrence Dunn Jr.</i></p>
06-08-2021		<p>FD has no issues with the event or date change. <i>R Yost</i></p>
06-08-2021	<u>PUBLIC WORKS:</u>	<p>I am a little concerned with the proposed closing of RR place. Has this been done in past events?? The reason it stands out is that Mr. Mandell has been pushing to close that street for dining for the summer, and Foti, Sam and I have discussed the impossible logistics of doing that without also closing Franklin Street. I realize it is a Saturday event but the train access will still be required. RR Place cannot be closed without Franklin because Franklin and its traffic light at Charles cannot be easily modified to make it two way.</p> <p>Other than that I have no problem with the rest of the plan. Fingers crossed I will be done with tearing up and re-building Riverside Ave by the end of August.</p>



EVENT CHECKLIST and DEPARTMENT COMMENTS

		Peter Ratkiewich, P.E. Director of Public Works
06-03-2021	<u>PARKS & REC:</u>	Based upon review of the documents attached as part of this request, P&R has no comment other than as Chief Yost stated, perhaps holding the event on September 11 should be revisited. NOTE: Addresses However, if there is any intended use of Luciano park, that is not addressed in this application. Jennifer A. Fava, MBA, CPRP
06-07-2021	<u>WWHD:</u>	Eileen – The Westport Weston Health District continues to have no comment/objection to the closure of Railroad Place and other associated requests regarding this application. It should be noted that any food and/or beverage vendors operating outside of their normal place of business will need approval from the Health District prior to the event. The applicant is familiar with the Health District’s requirements, having worked through them in previous Slice of Saugatuck events. Mark A.R. Cooper, Director of Health Westport Weston Health District
	<u>LIBRARY:</u>	n/a

OTHER NOTES AND COMMENTS:

APPLICATION FOR USE OF TOWN-OWNED PROPERTY, FACILITIES AND/OR PUBLIC ROADWAYS

Completed applications must be submitted no later than 90 days in advance of scheduled event. Applications not received 90 days in advance of scheduled event may not be approved.

NAME OF NON-PROFIT ORGANIZATION	Westport Westin Chamber of Commerce	
FUNDRAISING ENTITY (If applicable)		
ADDRESS	41 Riverside Ave	
CONTACT NAME	Matthew Marcell	CELL #: 718-757-6621
E-MAIL ADDRESS	Matthew@westportwestinchamber.com	
NAME OF EVENT	Slice of Saugatuck	
INDIVIDUAL IN CHARGE (on-site on day of event)	Matthew Marcell	CELL #: 718-757-6621
# OF PARTICIPANTS	2500	Admission Charge (If Any): \$15 a for \$25
DATE(S) OF EVENT	9/25/21 Rain 9/26/21	
START DATE & TIME (including set up)	2pm	
END DATE & TIME (including breakdown)	5pm	
TOWN PROPERTY & ROAD(S) TO BE USED	RR Place Closed - Riverside Ave East Side No Parking	

**A LEGIBLE map of the route and/or event set-up (including placement of tents and equipment on the Town-owned property) must accompany the application

Please check any of the following that will be brought onto, provided, or used at the event:

Food/Beverages Alcohol Drones Automobiles

Tents over 10'x10' Bouncy House (w/prof. installation and trained staff on site)

Third parties providing any of the above are required to sign the Town's Indemnity/Hold Harmless and provide Insurance.

APPLICANT CHECK LIST:

- Application
- Processing Fee = \$100
- Certified Check = \$1,000
- Certificate of Insurance
- Event Permittee Indemnity and Hold Harmless Agreement
- Third Party Provider Indemnity and Hold Harmless Agreement
- Map/Route/Set-Up *(only if providing tents, inflatables, valet services, fireworks, etc.)*

BELOW FOR OFFICE USE ONLY:

INSURANCE & INDEMNITY AGREEMENT RECEIVED:	DATE
Eileen Lavigne Flug, Assistant Town Attorney	
APPROVALS	
Board of Selectmen/Traffic Authority/BOS Office (BOS Approval Date, if applicable _____)	

RECEIVED
JUN 01 2021
TOWN OF WESTPORT
SELECTMAN'S OFFICE

	COMPLETED
Processing Fee (\$100)	6-2-21
Certified Check (\$1000)	roll
Certificate of Insurance	
Indemnity/Hold Harmless	
Map / Route / Set-Up	6-2-21



WESTPORT, CONNECTICUT

James S. Marpe
First Selectman

EVENT PERMITTEE
INDEMNITY AND HOLD HARMLESS AGREEMENT

(revised August 2018)

This Indemnity and Hold Harmless Agreement ("Agreement") is made this 19 day of MAY, 2021, by Westport Water Club of Conn [PRINT NAME OF CORPORATION, LLC OR OTHER ENTITY OBTAINING THE PERMIT] ("Indemnitor") of 41 Riverside Ave (PRINT ADDRESS) for the benefit of the Town of Westport, a municipality in the State of Connecticut ("Town").

WHEREAS, Indemnitor has submitted an application (the "Application") for the Town's permission to use athletic facilities, parks, public roads, the Wakeman Town Farm, and/or other Town-owned property (the "Premises") for the following event [PRINT NAME OF EVENT]:

Slice of Saugatuck (the "Event")
beginning 10:00 a 9/25/21 (earliest start date, including set-up) and ending 7pm 9/25/21 (latest end date including breakdown and rain date) 9/26/21

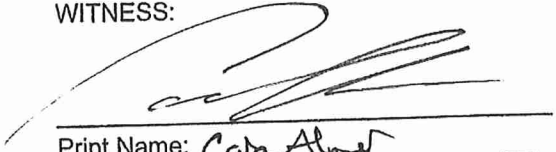
OR

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

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

1. Permission to use the Premises for the Event or permission to hang the Banner, as the case may be, may be revoked by the Town immediately upon the breach by Indemnitor of any term of this Agreement or any term or condition of the approved Application. This Agreement shall survive any such revocation, and Indemnitor shall remain bound by the terms of this Agreement.
2. Indemnitor shall indemnify, defend and hold harmless the Town and its agents, employees, elected and appointed officials, boards, commissions, committees, volunteers and representatives, to the fullest extent permitted by law, from and against any and all losses, claims, allegations, actions, awards, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations and damages of every kind and character which may arise out of or result from, in whole or in part, Indemnitor's use of the Premises or hanging of the Banner, as the case may be, or from the negligent or willful acts or omissions of the Indemnitor or any of its employees or agents, subcontractors, third parties invited or authorized by the Indemnitor to participate at the Event, and/or anyone else for whose acts Indemnitor may be liable, in connection with the Indemnitor's use of the Premises or the hanging of the Banner, as the case may be.
3. Indemnitor shall (i) make no improvements or alterations to the Premises without specific prior written approval from the Town's First Selectman or the Director of Parks and Recreation, (ii) relinquish use of the Premises upon expiration or termination of the Event in the same condition as it was prior to its entrance on the

WITNESS:



Print Name: Cara Albert
Print Address: 18 Ferry Lane East
Westport

WITNESS:

Print Name:
Print Address:

INDEMNITOR:

Westport West Chamber of Commerce
Print Name of the Corporation, LLC, or other Entity

By 
Signature of Authorized Signatory
Print Name: Matthew Mandell
Print Title: Exec Dir

IMPORTANT NOTE:

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

Restaurants/Catering/Food:

- Black Duck - 29
 - Boathouse - 4
 - Cuatro Hermanos - 49
 - Donut Crazy - 32
 - Dunkin Donuts - 19
 - Dunvilles - 51
 - Embody Fitness Gourmet - 17
 - Fleisher's Craft Butchery - 20
 - Garelick & Herbs - 23
 - Harvest Wine Bar - 39
 - JRs Hot Dogs - 11
 - Kawa Ni - 16
 - Lobster Shack @ Rizzutos - 8
 - Match Burger Lobster - 21
 - Mystic Market - 48
 - Newbrook Kitchens - 56
 - Parker Mansion - 5
 - Rainbow Thai - 13
 - Rizzutos Oyster Bar - 7
 - Roly Poly - 50
 - Romanacci Xpress - 41
 - Saugatuck Sweets - 25
 - Taratinos - 38
 - Tarry Lodge - 47
 - The Wheelk - 24
 - Tuttis - 27
 - Viva Zapata - 6
 - VFW - 1
- Retail:**
- 360 Studio - 51
 - All Seasons Marine - 30
 - Bridge Garage - 12
 - Carefree Boat - 15
 - CT Theater Dance - 44
 - Dock Shop - 31
 - Downunder - 26
 - Effis Salon - 57
 - Eleish Van Breems A - 35
 - Eleish Van Breems B - 44
 - Gault Energy & Stone - 22
 - GHP - 54
 - Goddard School - 53
 - Haus of Pretty - 36
 - Indulge by Mersene - 34
 - Jim Devito & Sons - 41
 - Jan Hiltz Designs - 18
 - Kate Burton Spa - 9
 - Lifetronic - 10
 - Minute Men Cleaners - 28
 - Neat Capitol - 40
 - Ninety 9 Bottles - 14
 - Paul Albert Salon - 2
 - Paving Lady - 43
 - Saugatuck Rowing Club - 3
 - Sports Attic - 37
 - Tuck Cin - 33
 - Ultimathule Hair Salon - 55

Slice of Saugatuck Festival Map of Participants



ITEM #3

3. To take such action as the meeting may determine, in accordance with the Policy for Naming Town Property, to approve the naming of the Town owned property known as the Staples High School Football Field, located at 70 North Avenue, in honor of Paul Lane, and further, to forward the request to the Representative Town Meeting for its review at its next scheduled public meeting.

**POLICY FOR NAMING TOWN PROPERTY
(APPROVED 7-29-98)**

1. Purpose.

It is the general policy of the Board of Selectmen, when presented with a request to honor an individual by naming Town-owned real or personal property after the individual, to erect a plaque commemorating the contributions of the individual in lieu of naming town-owned property after the individual. The Board of Selectmen reserves the right to specify the manner in which plaques shall be worded and where they shall be placed, and further reserves the right to reject those requests which it deems inappropriate or unsuitable.

In extraordinary circumstances the Board of Selectmen shall be empowered to name town-owned property in honor of an individual if it is determined to be in the best interests of the town. No public facility shall be so named without the approval of the RTM. Public facilities include land, buildings, rooms within a building and the like, but do not include park benches, and the like. The Board of Selectmen shall make the final determination as to whether town-owned property is a public facility.

This policy shall not apply to requests to name town-owned street.

2. Administrative procedures.

- A. A naming request shall be submitted in writing to the First Selectman, indicating the nature of the contributions the individual has made to the community, and describing the property to be named.
- B. Upon receipt of the written submission, the First Selectman shall review all pertinent information related to the request and prepare a recommendation as to approval or disapproval by the Board of Selectmen.
- C. If the Board of Selectmen approves of the naming request, and the naming request involves a public facility, it shall forward its approval to the Moderator of the RTM to be placed on the agenda for the next available meeting. No public facility shall be so named without the final approval of the RTM.
- D. When reviewing a naming request involving property which is under the control of the Board of Education, the First Selectman shall forward to the Board of Education the naming request to be placed on the agenda for the next available meeting. The Board of Education shall communicate and objection to the naming request to the First Selectman within one week after said meeting. The Board of Selectmen shall consider any objection of the Board of Education when reviewing said naming request.

3. **Criteria.**

- A. When considering whether to approve of a plaque and or/naming of town-owned property, the Board of Selectmen shall consider the following:
- 1) Whether it would be appropriate and in the best interests of the town to name the property which is the subject of the request.
 - 2) Whether it would be appropriate to name and/or erect a plaque in honor of the individual who is the subject of the request.
 - 3) Whether naming the property may conflict in any way with the town's ethical or moral policies.
 - 4) Service to the town or community
 - 5) The nature and significance of the individual's contribution to the community.
 - 6) The individual should be respected throughout the community.

James Marpe
First Selectman
jmarpe@westportct.gov
203-341-1111

RECEIVED
MAY 17 2021
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear Jim:

This will serve as the formal written request to name Staples Wrecker Field "Coach Paul Lane Field" in honor of Coach Paul Lane who dedicated three decades of his life to the betterment of Westport Staples football, track, soccer, and golf athletes.

As we discussed, the Friends of Coach Paul Lane understand the general policy of the Board of Selectmen, when presented with a request to honor an individual by naming Town-owned real or personal property after the individual, is to commission a plaque for display commemorating the contributions of the individual in lieu of naming town-owned property after the individual. Nevertheless, the Friends of Paul Lane further understand that in extraordinary circumstances, such as in our opinion, the case of Coach Paul Lane, the Board of Selectmen shall be empowered to name town-owned property in honor of an individual if it is determined to be in the best interests of the Town.

Suffice it to say, the Friends of Coach Paul Lane believe the Town of Westport will be hard-pressed to find any individual more deserving than Coach Lane and that the best interests of Town of Westport will be served through bestowing Coach Lane with the requested honor.

Indeed, as most residents know, "The Coach", is a legendary football coach in the State of Connecticut and Fairfield County FCIAC. For 30 years, Coach Lane was instrumental in the growth of football in the Town of Westport. Coach Lane nurtured and mentored athletes from their formative PAL years all the way through High School. Many credit Coach Lane with the success of Staples football and the reputation that continues today in the State of Connecticut.

Coach Lane started playing football when masks were not used and hardly a pass was thrown in the game. He grew with the sport and many of his teams threw 50 plus passes per game. Coach Lane was an innovator and is respected by almost everyone in the game of football that know or knew him. He was always learning and teaching and was considered a second father to many that played for him. Coach Lane sent many Westport Wreckers to play in college. To that end, Coach Lane sent seven Staples Wrecker quarterbacks to play for Division 1 Teams, two of which were his sons. Coach Lane put Staples on the "Football Map" over fifty years ago with his then biggest win in 1967 by beating Stamford Catholic High School 8 to 0. Stamford had a 30-game winning streak at the time.

Coach Lane also won State championships in Staples Boy's Track and Staples Girl's Golf. Coach Lane finished his career in Europe coaching both in Italy and England as American Football was introduced "across the pond" in Europe.

Coach Lane is a graduate of Notre Dame and honorably served in the Korean War stationed in Germany where he coached and played football.

A review of the application criteria that is considered when analyzing this request unequivocally shows that Coach Paul Lane passes (pun intended) every test. Coach Lane is respected throughout the Westport Community and has served the Town flawlessly for three decades. Coach Lane's moral and ethical qualities comport with the Town's high standards and policies. Naming Staples Wreckers Field in honor of Coach Lane consequently is undoubtedly in the best interests of the Town of Westport.

Given his history, it is of no surprise that at the young sprightly age of 93, Coach Lane can be found today at Compo Beach sitting on his porch providing coaching tips and life lessons to all who stop to wish him well. You will not find many football coaches as dedicated and passionate. Coach Lane never raised his voice or used a swear word. Coach Lane is the ultimate gentleman.

Thank you for your consideration.

Respectfully submitted,


The Friends of Coach Paul Lane.



WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

TO: Candice Savin, Chair
Westport Board of Education

FROM: James S. Marpe, First Selectman 

DATE: May 17, 2021

RE: Naming Town Property – Staples High School Football Field

I am writing in accordance with the Town of Westport's *Policy for Naming Town Property* (the Policy) as it relates to naming the Track at Staples High School Football Field in honor of Paul Lane. Section 2, D reads as follows:

When reviewing a naming request involving property which is under the control of the Board of Education, the First Selectman shall forward to the Board of Education the naming request to be placed on the agenda for the next available meeting. The Board of Education shall communicate any objection to the naming request to the First Selectman within one week after said meeting. The Board of Selectmen shall consider any objection of the Board of Education when reviewing said naming request.

Attached is the written recommendation from the Friends of Coach Paul Lane and a copy of the Policy for your review. Please take note that the request has my personal support.

Kindly place this item on an upcoming meeting agenda of the Westport Board of Education and communicate the results of the discussion to me.

Thank you for your consideration.

cc: Jen Fava, Director of Parks & Recreation
James Adrian



WESTPORT PUBLIC SCHOOLS

THOMAS SCARICE
Superintendent of Schools

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

June 16, 2021

Re: Naming Town Property – Staples High School Stadium Field

Dear First Selectman Marpe,

At its meetings on June 7, 2021 and June 14, 2021, the Westport Board of Education discussed the request to name the Staples High School Stadium Field in honor of Paul Lane, in accordance with the Town of Westport's Policy for Naming Town Property. The Board unanimously approved this item on June 14, 2021.

Be it resolved that upon the recommendation of the Superintendent of Schools and the request of the First Selectman, the Board of Education supports the naming of the Staples High School Stadium Field "Coach Lane Field," in honor of Coach Paul Lane.

MOTION: Elaine Whitney
SECOND: Liz Heyer
RESULT: Passed Unanimously
VOTE: 7-0

Please let me know if you have any questions.

Respectfully,

Thomas Scarice, Superintendent of Schools

Cc: Candice Savin, Board of Education, Chair
Jennifer Fava, Director of Parks and Recreation
Rick Giunta, Deputy Director, Westport Parks and Recreation

ITEM #4

4. To take such action as the meeting may determine to approve the Maintenance Agreement between the Town of Westport and Total Communications, Inc. as it relates to equipment hardware, software, and maintenance for the Town, Board of Education and Westport Library communications systems.



OFFICE OF INFORMATION TECHNOLOGY

ROOM 308, TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CT 06880
TELEPHONE (203) 341-1053

Memo

To: Honorable Jim Marpe, First Selectman, and the Board of Selectmen

Date: June 21, 2021

Re: Town-wide Cisco VoIP phone system annual maintenance service agreement

From: Eileen Zhang, Director of Office of Information Technology,

Cc: Mr. Gary Conrad, Finance Director, Elio Longo, Chief Financial Officer

We respectfully submit the town-wide Cisco VoIP phone system annual maintenance service agreement between the Town of Westport and Total Communications Inc. (TCI) for your approval.

The town (Town of Westport, The Westport Public Schools, and The Westport Library) successfully deployed the town-wide Cisco VoIP phone system in August of 2008, upgraded top-tier equipment in 2014, upgraded the mid-tier equipment in 2017, upgraded the voice gateway in 2020, upgrade half of the phones in 2021, and planned to replace the rest of phones in 2022. The town's Cisco VoIP phone system has delivered reliable services to our community for 13 years. The town, schools, and library employees are satisfied with the VoIP phone system.

The projected Cisco VoIP phone system life cycle was 10 years. Since we made the necessary hardware and software upgrade, the Cisco VoIP system life cycle has been extended beyond 10 years. The VoIP phone system has accumulated an estimated total of \$2,808,445 return of investment in 13 years. The system could serve the town for many extra years once we upgrade all phone units.

Bid Preparation

The town posted the bid 21-020T: Purchase of Cisco VoIP Phone System Maintenance Service on April 9, 2011. The Town and BOE key personnel were involved in the preparation of the bid to satisfy their business needs. The town's purchasing officer reviewed and suggested modifications to the bid to ensure compliance with town procurement requirements. The town received two proposals from JKS Systems (\$98,880.64) and Total Communications (\$92,489.02) on the closing day, April 29, 2021. Total Communications Inc. was the lower bidder, which implemented the town's original Cisco VoIP phone system and has maintained the system for 13 years.

Funding and Contract Total Cost

The total cost of the Cisco VoIP phone system's annual maintenance service is \$92,489.02. The town, public schools, and library budgeted the annual maintenance service cost in the 2021-2022 fiscal year's budget.

The town's assistant attorney Eileen Flug has reviewed the service agreement. The revised Cisco VoIP phone system ROI calculations and the service agreement are attached for your reference.

Thank you for your consideration.



Town of Westport

Contract #: 053542

110 Myrtle Ave

\$92,489.02

Westport, CT 06880

P.O. #

Description:

1 Year Total Net 24x7

Written on

1 Year Renewal at Town of Westport's
option in its sole discretion.

6/11/2021

Includes:

Optional Communications Manager Upgrade \$7,400.00

Upgrade the Communications Manager from version 12.5 to version 14.X, the Unity Connection Messaging from 12.5 to version 14.X, and the Cisco Emergency Responder from 12.5 to the latest version. \$7,400. This service is at the Town's option, which must be exercised in writing.

Summary of Equipment Hardware, Software, and Labor Cost of the Maintenance Service for the Town, BOE, and Library \$92,489.02

Total Equipment Hardware, Software, and Labor Cost of the Maintenance Service for the Town of Westport \$37,521.60

Total of Equipment Maintenance Cost:

All 8x5 non-critical locations cost: \$1,836.68

All 24x7 other town sites (PD and FD) cost: \$7,994.70

32% of Software Licenses Subscription Cost \$17,977.72

Total Equipment Hardware, Software, and Labor Cost of the Maintenance Service for the Westport Public Schools \$51,791.85

Total of Equipment Maintenance Cost:

All 8x5 non-critical locations cost: \$7,193.62

All 24x7 critical location (Staples High School) cost: \$3,455.98

65% of Software Licenses Subscription Cost \$36,517.25

Total Equipment Hardware, Software, and Labor Cost of the Maintenance Service for the Westport Public Library \$3,175.57

Total of Equipment Maintenance Cost: \$1,027.66

3% of Software Licenses Subscription Cost \$1,685.41

Optional Performance Monitoring \$9,600 per year

Optional performance monitoring of the system's primary components and peripheral systems as part of the subsequent maintenance agreements. Total of Performance Monitoring Cost: \$9,600,00 per year. This service is at Town's option, which must be exercised in writing.



The term "Contract Documents" as used herein means (i) this Guaranteed Maintenance Agreement (ii) the Terms and Conditions attached as Exhibit A (the "Terms and Conditions"), and (iii) the terms and conditions of the Town of Westport's "Bid 21-020T: Purchase of Cisco VOIP Phone System Maintenance Service for the Town of Westport" dated April 29, 2021 (the "Bid"), attached hereto as Exhibit B. The term "Contractor" as used in the Bid shall refer to Total Communication, Inc. ("TCI"). The parties agree to be bound by the terms of the Contract Documents. In the event that any terms or conditions of the Bid are different from, additional to, or in conflict with any of the terms of this Agreement or the Terms and Conditions, the terms that impose the greater obligation on TCI shall apply. TCI shall provide the insurance certificates required by Section 1.11 of the Bid at the time of execution and delivery of this Agreement.

If TCI does not fulfill any of the obligations set forth in the Contract Documents, the Town of Westport must give TCI notice in writing of such. TCI will then have 30 days to rectify the situation before this Agreement can be terminated. If the situation is not rectified within 30 days, the Town of Westport may terminate this Agreement and be entitled to a refund of a prorated portion of the Labor Charges. Labor Charges is \$14,800 for the one year term.

Price(s) quoted shall remain stabilized for the term of this Agreement.

This Guaranteed Maintenance Agreement provides you, our Customer (hereafter called Customer) with a comprehensive program of certified factory service from Total Communications, Inc. (hereafter called "Total Communications"). Total Communications provides repair on demand in order to keep your communications system in proper operating condition at all times. Maintenance does not include software-related maintenance with respect to Equipment in which the version of the software does not receive technical support from the software manufacturer. If software support or necessary upgrades from the manufacturer are available by subscription but customer chooses not to subscribe for such support or upgrades, Total Communications reserves the right to obtain support and/or upgrades from the manufacturer and charge customer for the cost of such support in the event customer seeks maintenance service under this Guaranteed Maintenance Agreement for which Total Communications deems such support and/or upgrades to be reasonably necessary to repair your communications system. Please contact your Total Communications representative for upgrade information at 1-800-3000-TCI. In addition, if the customer denies remote access to the telephone system and Total Communications could have addressed a service problem remotely, a trip charge will be assessed for the site visit.

TCI and Customer having carefully read all provisions above and on following pages of this maintenance agreement, acknowledges receipt of a copy of the agreement which is the final expression of the agreement of the parties, and the complete and exclusive statement of the terms agreed upon. All prior agreements and understandings being merged herein, and that there are no representations, warrants or stipulations, either oral or written, not herein contained. By signing below, each party indicates that it has read and agreed to this Agreement and the Terms and Conditions and the Bid attached hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be properly executed intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

X

Authorized Signature

Scott Lennon

Title: **President**

TOTAL COMMUNICATIONS, INC.

Date: 6/11/2021

X

Authorized Signature - Customer

James S. Marpe

Title: **First Selectman**

TOWN OF WESTPORT

Date:

TERMS AND CONDITIONS

EXHIBIT A TERMS AND CONDITIONS

- 1. TERM:** Total Communications agrees to provide total maintenance covering all parts listed and labor for a period of SEE ABOVE consecutive months from the date of this Agreement in consideration of full payment of the maintenance price without further charge other than that designated and agreed to below. The full payment of the maintenance price shall be payable in advance.
- 2. MAINTENANCE CHARGES:** Receipt is hereby acknowledged in the amount of \$ SEE ABOVE which represents maximum yearly charges (including all applicable taxes). Customer shall reimburse Total Communications for additional taxes hereafter imposed under the authority of any Federal, State or local law with respect to Maintenance of Equipment.
- 3. RENEWAL:** Total Communications agrees that at the end of the original contract period it will renew this Maintenance Agreement for an additional like term if products supported, plus additions made by the Vendor prior to the renewal date.
- 4. EXCEPTIONS:** Maintenance does not include repair or replacement of Equipment which has become defective due to damage caused by accidents, physical abuse, misuse, acts of God, or fire. Maintenance also does not include software-related maintenance with respect to Equipment in which the version of the software does not receive technical support from the software manufacturer. Additionally excluded from Maintenance are (a) are labor and material costs of relocation, (b) software upgrades with additional enhancements or functionality, (c) rearrangement and additions to or removal of parts from the Equipment, and (d) replacement of parts that are not commercially available either from the OEM or in the secondary market. Total Communications reserves the right to suspend all service to the customer if any invoices for any goods or work performed are outstanding in excess of 45 days of invoice date. Total Communications' maintenance responsibilities do not extend to Equipment of the public telephone network, nor is Total Communications responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network, or caused by abuse or misuse of the communication system or Equipment by anyone other than Total Communications. If Total Communications' technical staff is requested by Customer to work on a situation initially thought by Customer to be covered under warranty or maintenance contract, but after investigation it is determined that such coverage does not apply under Customer's contract, the time spent and/or equipment used for such work, including the diagnosis investigation, will be billed by Total Communications at its then current rates for such work, and Customer agrees to be responsible for any such bill.
- 5. ADDITIONAL INSTALLATION SERVICES:** Total Communications shall relocate, rearrange, add to, or remove Equipment, do programming changes or consulting work only at the request of the Customer who agrees to pay appropriate charges in accordance with Total Communications' then current rates for such services.
- 6. ADDITIONAL MAINTENANCE SERVICES:** Equipment not included, but installed subsequent to the beginning of service under this Agreement shall NOT be considered part of the Equipment for purposes of defining Total Communications' responsibility hereunder. Total Communications agrees to supply required maintenance to such additional equipment according to the Warranty contained in the applicable sales agreement, said Warranty being merged herein. At the expiration of the Warranty, Customer agrees that the maintenance charges described herein shall be increased for the balance of the contract period in accordance with Total Communications' then current rates applicable to the additional equipment.
- 7. MAINTENANCE STANDARDS:** The Equipment will be maintained by Total Communications, Inc. in accordance with these standards: (a) manufacturer's parts or parts of equal quality will be used. (b) all maintenance work will be done by qualified personnel.
- 8. INTERRUPTION OF SERVICE:** The Customer shall notify Total Communications in the event of any failure, and Total Communications shall provide maintenance service in accordance with its normal operating procedures. When the system is entirely out of service (i.e., where the Customer is unable to place or receive any calls through the Equipment) Total Communications, Inc. agrees to have maintenance personnel on site within four hours.
- 9. TIME AND PLACE OF MAINTENANCE WORK:** Maintenance work shall be performed at the location of the Equipment (or at Total Communications' location, as appropriate). Total Communications' normal working hours for purposes of this Agreement are 8:30 a.m. to 5:00 p.m., Monday through Friday, except Holidays. Services performed due to Customer' operational requirements, outside the aforesaid normal working hours will be billed in accordance with Total Communications' standard rates. Total Communications will not be obligated to service, repair or replace any Equipment which has been repaired or serviced by others, abused or improperly handled. No warranties shall apply to, and Total Communications shall not be obligated to service, repair or replace, any Equipment which has been installed, repaired or serviced by others without the express prior written consent of Total Communications. Whether the Equipment is purchased or leased all obligations and warranties of Total Communications hereunder, including maintenance obligations, shall be subject to and relieved by any force majeure, Act of God, war, riot, fire, explosion, lightning, power surge, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or strikes, lockouts or injunctions (whether or not such labor event is within the reasonable control of Total Communications). Customer acknowledges that in order to provide the Equipment to the Customer, Total Communications and the Customer must rely on third parties beyond the control of Total Communications and the Customer, including, without limitation, the Customer's local telephone utility. Total Communications shall not be responsible for the failure to fulfill any obligation hereunder, including, without limitation any maintenance obligations, when such third parties have not provided or maintained the service or products to Customer which are necessary for Total Communications to fulfill its obligations under this Agreement. Total Communications does not assume and shall have no liability under this Agreement for failure to provide maintenance of the Equipment due directly or indirectly to causes beyond the control and without the fault or negligence of Total Communications. Total Communications shall not be liable for any special or consequential damage for interruption of service including without limitation loss of business and business opportunities.
- 10. AMENDMENTS/CHANGES:** If it becomes desirable or necessary, at any time subsequent to the date of this Agreement, and prior to completion of performance hereunder, to make any change in the terms of the Agreement, any such change may be agreed upon only in writing signed by an authorized representative of the Customer and an officer of Total Communications, and, in such event, the price, work schedule and any other terms and conditions, as appropriate, may be changed by the parties in a written amendment hereto. Customer acknowledges that Total Communications has made commitments and expenditures in reliance of this contract staying in effect for its term, or any renewal thereof. Therefore, any termination of the contract before its expiration shall not entitle customers to any refund or rebate of the fees paid hereunder, which shall be in all respects non-refundable.
- 11. MISCELLANEOUS:** Titles to the paragraphs of the Maintenance Agreement are solely for the convenience of the parties and do not explain, modify, or interpret the provisions herein. If more than one Customer is named in this Agreement, the liability of each shall be joint and several. This Maintenance Agreement shall be governed by the laws of the State of Connecticut or, if Customer is located in Massachusetts, the laws of Massachusetts. This Agreement does not include outside wire runs or underground cable.

EXHIBIT B

Town of Westport's
"Bid 21-020T: Purchase of Cisco VOIP Phone System
Maintenance Service for the
Town of Westport"
dated April 29, 2021 (the "Bid"),

ITEM #5

5. To take such action as the meeting may determine, to approve the Maintenance Agreement between the Town of Westport and Weissco Power as it relates to the UPS System equipment.



Weissco POWER^{LLC}

**GOLD
MAINTENANCE AGREEMENT**

Company Name: Town of Westport, CT

Contract Address: Town Hall, 110 Myrtle Ave Westport, CT 06880

Equipment Address: Attachment 1

Equipment: Attachment 1

Contract Dates: July 1st, 2021 – June 30th, 2022. Two one-year renewal options at Owner's discretion: July 1st, 2022 – June 30th, 2023 and July 1st, 2023 – June 30th, 2024.

Type of Contract: Gold 2PM

Scope of Work: Attachment 2

The Gold Maintenance Agreement will provide (1) year maintenance on the equipment listed on Attachment 1 hereto, covering all parts that have failed or need to be replaced, labor, and expenses under normal wear and tear (excluding batteries and related expenses). The Gold 2 PM Maintenance Agreement includes (2) Preventive Maintenance (PM) visits: (1) Major PM, (1) Minor PM and corrective maintenance as required. Corrective service is 7x24x365 with phone response less than ½ an hour. The PM visits will be scheduled during normal working hours.

UPS GOLD 2PM MAINTENANCE AGREEMENT \$6,750.00

The above price does not include applicable state or local State taxes

In addition to the Scope of Work set forth in Attachment 2, UPS Maintenance during a Major PM will consist of the following on the listed equipment:

- A) Check all electrical connections for signs of heat.
- B) Clean unit of dirt, and debris.
- C) Check all fans for proper operation.
- D) Check and record all voltage readings, using Fluke test equipment.
- E) Provide Full service reports to designated contact.
- F) Provide any recommendations to enhance customer's uptime and reliability.
- G) Check all AC and DC filter cap connections
- H) Check all electrical nuts and bolts for tightness
- I) Check room temperature

(UPS maintenance during a Minor PM consists of visual inspection only)

Battery Maintenance during a Major and a Minor PM will consist of the following:

- A) Visual inspection of batteries



- B) Visual check of batteries for signs of leakage
- C) Check battery date code
- D) Load test each battery and provide a written report on the status of the batteries.
- E) Provide any recommendations to ensure UPS will operate properly during an outage.

If you have any questions please feel free to contact me, Eric Weiss at eweiss@weisscopower.com

Weissco Power LLC Service and Conditions

1. **DEFINITIONS:** As used in this Agreement:
 - 1.1 "Battery" shall mean the electronic storage battery portion of a UPS;
 - 1.2 "Contractor" shall mean Weissco Power LLC.
 - 1.3 "Owner" shall mean the Town of Westport;
 - 1.4 "Power Module" shall mean the electronics portion of a UPS;
 - 1.5 Power System: shall mean the Power Module and Battery;
 - 1.6 "Proper" and all of its derivative forms shall mean in accordance with published manufacturer's specification;
 - 1.7. "Purchaser" or "Customer" shall mean the Town of Westport;
 - 1.8 "UPS" shall mean Uninterruptable Power Supply"
 - 1.9 "Optional Equipment" means the equipment still under warranty as of the date of this Agreement, as described under "Optional Equipment" on Attachment 1 of this Agreement, which the Owner may add to the definition of "Covered Equipment" as provided in Section 3 below.
2. **ELIGIBILITY** All equipment is subject to inspection by Weissco Power LLC prior to eligibility for any service under this Agreement. Purchaser is subject to charges for this inspection service at prevailing time and material rates. If Weissco Power, LLC determines that any such equipment requires maintenance or contains a pre-existing problem or condition, such maintenance, problem or condition must be remediated at customer's expense, prior to such equipment being eligible for a service contract.
3. **COVERED EQUIPMENT** "Covered Equipment" shall mean the power system equipment listed on Attachment 1 of this Agreement. If the Owner notifies Weissco in writing that it desires to add the Optional Equipment, then the Optional Equipment shall be automatically included in the definition of "Covered Equipment" as of the effective date set forth by the Owner to begin such coverage. If pre-contract inspection is required for eligibility, a list of Covered Equipment will be provided at that time and become incorporated into this



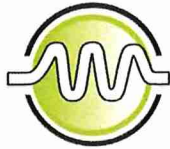
Agreement. Weissco Power LLC shall have the option of replacing any Covered Equipment instead of replacing a part(s) based on a cost analysis.

4. HOURS OF SERVICE Weissco Power LLC will provide service during the Principal Period of Maintenance (PPM), which is defined as normal business hours (Monday through Friday, 8:00AM to 5:00PM, alternately described as “5x8 service”) excluding Holidays as observed by Weissco Power LLC. The Contracted Period of Maintenance (CPM) is the PPM along with any additional optional extended hours of coverage purchased by the Customer, and would exclude all contractor observed Holidays for planned maintenance activities (Alternately described as “7x24x365 service”, if purchased).
5. COMPENSATION: The total amount of annual service maintenance fees to be paid to Weissco Power for the UPS maintenance services to be performed hereunder as outlined in Attachment 2 and page 1 of this Agreement, is six thousand, seven hundred and fifty dollars (\$6,750), excluding coverage for the Optional Equipment. If the Owner adds the Optional Equipment to this Agreement, the annual service maintenance fee to be paid to Weissco Power for the UPS maintenance services for the Optional Equipment shall be nine hundred ninety-five dollars (\$995), which shall be pro-rated for the first year of coverage, for the portion of the contract year that the Optional Equipment is covered by this Agreement.
6. SCOPE OF SERVICES
 - A. Start Up Services – This is not included as part of the Maintenance Plan. However, Weissco Power LLC will provide Start Up Services, when purchased by Customer during the CPM, for new, used or relocated equipment. Start Up Services will be limited to visual and mechanical inspections of the installation, electrical pre-checks, initial equipment energization, verification of system operation, and user operational training as defined by Weissco Power LLC. Weissco Power LLC reserves the right to invoice Customer at prevailing rates for delays or correction of conditions beyond the control of Weissco Power LLC, including but not limited to: postponements, cancellation, or delays of work while en route to, or at equipment location, performance of service not covered by equipment warranty or other valid service agreement, correction of shipping or transit damage, correction of installation errors, except where Weissco Power LLC has installed or supervised the installation of the equipment.
 - B. Weissco Power LLC Respond Service- Weissco Power LLC will provide maintenance material and repair labor necessary to maintain the Covered Equipment in good operating condition during the CPM as set forth herein and in Attachment 2. Maintenance parts removed for replacement shall be



Weissco Power LLC property. Replacement maintenance parts supplied by Weissco Power LLC shall become Customer's property. Maintenance parts used of Customer-owned spare parts kits shall be replaced by Weissco Power LLC. Replacement maintenance parts shall be new or of same quality as new.

- C. Response Time- Weissco Power LLC will normally arrive at the equipment's location within eight (8) CPM hours following Customer's request for remedial maintenance, provided the Installation Location is within one-hundred (100) miles of a Weissco Power LLC service location. (If optionally purchased: four (4) CPM hours provided the Installation Location is within fifty (50) miles of a Weissco Power LLC service location).
- D. Battery Coverage- If purchased, Weissco Power LLC will provide UPS battery remedial maintenance during the CPM, including all maintenance parts and labor necessary to maintain the Covered Equipment Batteries in good operating condition, upon the following conditions: (i) The subject UPS battery system is the Weissco Power LLC manufactured, "line-up-and-match" integral valued-regulated cabinet battery system; (ii) The battery was installed less than four (4) years prior to the commencement of the service coverage. In no case shall the coverage period extend beyond (5) years from the installation date; (iii) The battery has not been subjected to neglect, misuse, misapplication and operating conditions, environment, and maintenance are in accordance with manufacturer's recommendations. If Customer uses a vendor other than Weissco for battery replacement while under a service contract with Weissco, all Weissco service work relating to batteries will be billable either on an hourly or project basis and the vendor who provided the batteries and installation must be contacted for repair and replacement. In addition, Weissco must be contacted to have a technician on-site for a minimum of four billable hours to ensure the unit is placed into bypass (if needed) and is operating properly when the work is complete. If Weissco is not on-site for such work, any subsequent emergency call will result in Customer being responsible for Weissco billable charges.
- E. UPS Major PM Inspection- Weissco Power LLC will provide, scheduled maintenance of the Power System during the CPM. Frequency and scope of UPS Major PM Inspection, will be based on Weissco Power LLC's recommendations for that particular Covered Equipment. Weissco Power LLC sole obligation will be to provide Customer with a sixty (60) day period to schedule the UPS Performance Check, sixty (60) days prior to commencement of that period.



Weissco **POWER** LLC

- F. UPS Minor PM Inspection- Weissco Power LLC will provide Performance Check of the Power System during the CPM. Performance Check may be performed concurrent with remedial maintenance at Weissco Power LLC discretion. Frequency and scope of UPS Performance Checks will be based on Weissco Power LLC recommendation for particular Covered Equipment. If separately provided from remedial maintenance, Weissco Power LLC's sole obligation will be to provide Customer with a sixty (60) day period to schedule the UPS Performance Check, sixty (60) days prior to commencement of that period.
- G. Battery and Preventive Maintenance- Weissco Power LLC will provide scheduled periodic maintenance of the UPS Battery during the CPM. Scheduled maintenance may be performed concurrent with remedial maintenance of Power Module at Weissco Power LLC discretion. Frequency and scope of Battery Preventive Maintenance will be based on industry standards and include at minimum, one (1) inspection visit per year for valve-regulated (sealed) type system and four (4) inspections per year for flooded (wet) type systems. If separately provided from Power Module remedial maintenance, Weissco Power LLC will provide Customer thirty (30) days' notice to schedule inspection at a mutually convenient time during the CPM.
- H. Labor and Material Rates- For all corrective maintenance, outside the scope of purchased services, Customer will be billed at current contracted customer rates listed on Attachment 3 of this Agreement.

ENGINEERING CHANGES/INFORMATION: All changes deemed necessary by Weissco Power LLC will be installed during scheduled maintenance visits during the CPM. Other changes, deemed optional by Weissco Power LLC, will be offered to the Customer on an as-available, per charge basis. All information of the Owner shall be deemed non-confidential and Contractor will be under no duty of non-disclosure unless both parties execute a separate agreement relating to confidentiality and/or non-disclosure.

7. OWNER'S RESPONSIBILITY:

- A. Communication- The Customer shall communicate only with Weissco Power LLC regarding all service and all other matters arising out of or relating to this Agreement..
- B. Movement- If Covered Equipment is moved to another location in the 50 U.S. States or District of Columbia, coverage will continue upon the following conditions: (i) Customer shall notify Weissco Power LLC in writing at least thirty (30) days in advance of equipment power down; (ii) Weissco Power LLC



reserves the right to supervise the power-down, disconnection, rigging, packaging, movement, unpacking, reinstallation, and re-start of the new system. This service will be charged at Weissco Power LLC's then current contracted Customer services rates; (iii) Resumption of coverage under this agreement is subject to acceptance of Covered Equipment at the new location.

C. Safety-The Customer shall, at all times during the provision of services hereunder, have a representative present at the maintenance sites at no cost, and solely for the safety of Weissco Power LLC.

D. Access- In order that Weissco Power LLC may perform its obligation under this Agreement, Customer shall grant ready access to the Covered Equipment subject to reasonable security requirements.

8. TERM: The term of this Agreement shall commence on July 1, 2021 and, unless earlier terminated pursuant to paragraph 14, shall continue until June 30, 2022. At the Owner's option, the term of this Agreement shall be extended by two (2) additional one-year terms. The Owner may exercise this option by sending Weissco a written notice of extension (which may be by email).
9. INSURANCE: Contractor will, at its own cost and expense, obtain and maintain in full force and effect the following insurance with sound and reputable insurers during the term of this Agreement

A. Workers compensation insurance required by law with employers 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 Customer.

B. Commercial general liability insurance policy with an edition date of 1986 or later including products and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); and Products and completed operations aggregate limit of \$2,000,000 per project.

- The policy shall name the Customer as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13).
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Customer.
- The policy shall contain a waiver of subrogation in favor of the Customer.



- 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 of this Agreement.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Customer.

C. Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage. Policy shall name the Customer as an additional insured.

D. 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 \$2,000,000 each occurrence and \$2,000,000 in the aggregate.

11. **WARRANTY:** Contractor shall perform all maintenance in a professional and workmanlike manner. THIS WARRANTY IS OWNER'S SOLE REMEDY AND EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER, EXPRESSED OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING AN IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PURPOSE. Contractor's obligation under said Warranty is conditioned upon receipt of all payments due from Owner including interest charges, if any.
11. **ASSIGNMENT:** Neither Owner nor Contractor may assign this Agreement or any of its rights hereunder or delegate any of its duties hereunder without prior written consent of the other.
12. **INDEMNITY:** Contractor assumes no responsibility for any damage or injury to any person and property except such damage or injury that may be held to result solely and directly from or out of (1) any negligent performance by Contractor of its obligations under this Agreement or, (2) any willful misconduct on the part of the Contractor, its agents, or employees.
13. **LIABILITY:** Notwithstanding anything in this Agreement to the contrary, Contractor shall not be liable for any indirect, incidental, special or consequential damages, such as, but not limited to, loss of anticipated profits, good will, or other economic loss in connection with, or arising out of the existence of, the furnishing, functioning, or the Owner's use of any item of Equipment or services provided for in this Agreement, whether or not the possibility of damage was disclosed to Contractor or could have been reasonably foreseen by Contractor.



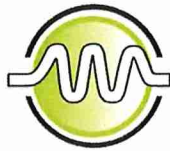
14. TERMINATION: Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by either party upon thirty days written notice which notice shall specify the date of termination. If Contractor terminates this Agreement, Contractor shall refund to the Customer a prorated amount of any prepaid maintenance service fees, less any amounts which are owed to Contractor by Customer. If Customer terminates this Agreement, Customer shall be entitled to a prorated refund of any prepaid maintenance service fees less amounts which are owed to Contractor by Customer.
16. GENERAL: This Agreement shall not be binding upon Contractor and Contractor shall be relieved of any and all obligation, liabilities, and responsibilities hereunder with regard to any Power Module and/or Battery that has been subject to neglect, accident, fire, flood, lightning, vandalism, acts of God, misuse, misapplication, incorrect connection or external damage or that has been subject to repair or alteration not authorized by Contractor in writing. Customer shall be invoiced for, and shall pay for, all services not expressly provided for by the terms hereof, including, without limitation, site calls involving an inspection which determines no corrective maintenance is required. The terms and conditions of this Agreement cannot be modified or waived except by a writing signed by the parties hereto and waiver by Contractor or Customer of any provision hereof in any one instance shall not constitute a waiver as to any other instance. If a provision of this Agreement is invalidated for any reason, this Agreement remains binding except for such invalid provision. All payments are due net thirty (30) days in full. Additionally, if any payment is not made when due, Contractor reserves the right to refuse to provide any further services until such payment and the applicable interest has been received. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

17. NOTICES

Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other.

If to Customer:

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



Weissco POWER_{LLC}

With a copy to:

Town of Westport
Attn: Matthew Cohen,
Assistant Fire Chief
Westport Fire Department
515 Post Road East
Westport, CT 06880

If to Contractor:

Stacy Weiss, President
Weissco Power LLC
516 Route 513
Califon, NJ 08830

IN WITNESS WHEREOF, the parties hereto, for good and sufficient consideration and intending to be legally bound, have executed this Agreement as of the date of the last signature below.

Customer:

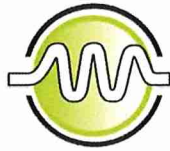
Contractor:

Town of Westport

Weissco Power, LLC

By: James S. Marpe, First Selectman
Date: _____

By: Stacy Weiss, President
Date: _____



Weissco POWER_{LLC}

Attachment 1:

<u>QUANTITY</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>	<u>LOCATION</u>
(e.g., Bldg., Floor, Room, Area)			
1	Powerware 9170 / 18KVA Battery type: ASY-0529 Total quantity: 36 (MBB by-pass no com-link	SN:EX251T0004	50 Jesup Road, Westport, CT (Police Department Headquarters) UPS location: Basement Telco / radio room
1	Powerware 9170 / 18KVA Battery type: ASY-0529 Total quantity 30 (MBB by-pass no com-link)	SN:BC304T0003	515 Post Road East, Westport, CT (Fire Department Headquarters) UPS location: 1st floor utility closet
1	Eaton Ferrups 3.1KVA Battery type: BAT-0065 / 33AH or Eaton 153302039-001 / 4 internal	SN: BF523FH002	555 Riverside Avenue, Westport, CT (Fire House #4) UPS location: Basement radio room
1	Eaton Ferrups 3.1KVA Battery type: BAT-0065 / 33AH or Eaton 153302039-001 / 4 internal	SN:FE3.1K29405	55 Center Street, Westport, CT (Fire House #5) UPS location: Basement radio room
1	Eaton Ferrups 3.1KVA Battery type: BAT-0065 / 33AH or Eaton 153302039-001 / 4 internal	SN:EA315FH013	61 Easton Road, Westport, CT (Fire House #6) UPS Location: Rear work & storage area
1	Eaton Ferrups 7KVA Battery type: BAT-0103 / 75 AH or Eaton 153302035-001 / 4 internal	SN: FE7K03400	180 Bayberry Lane, Westport, CT (Bayberry Tower Site) UPS Location: Miller Building



Attachment 1, continued.

OPTIONAL EQUIPMENT:

THE OWNER MAY ADD THE FOLLOWING EQUIPMENT, AT ITS OPTION, FOR THE FEE OF \$995 PER YEAR. FOR THE FIRST YEAR OF COVERAGE, THE FEE SHALL BE PRO RATED FOR THE PORTION OF THE CONTRACT YEAR FOR WHICH IT IS COVERED:

Location: 110 Myrtle Avenue, Westport, CT 06880

UPS location: Attic UPS Room

SN: BP512KXX02

Equipment: Eaton 9355-20-30 30 KVA, 27 KW (CTO or PN# KB3013130000010)

Battery type: Eaton PWHR1234W2FR; PWHR12120W3F

of Strings: 6:12 Trays/Str 2:3 Jars/Tray 9:6

Date Code: 09/2020

Age (Years): 0.41

Battery Type: Sealed

Battery Cabinet Type Cabinet

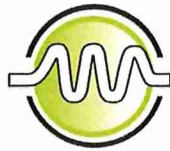


Attachment 2:

UPS Major Preventive Maintenance Inspection

1. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables and major components. Check air filters for cleanliness.
2. Check module(s) completely for the following (if applicable):
 - a. Rectifier and inverter snubber boards for discoloration.
 - b. AC Capacitors for swelling or leaking oil.
 - c. DC Capacitor vent caps that have extruded more than 1/8".
 - d. Record all voltage and current meter readings on the UPS module and the system control cabinet (when applicable).

Verify with calibrated DVOM.
 - e. Measure and record harmonic trap filter currents.
 - f. Check the inverter and rectifier snubbers for burned or broken wires.
 - g. Check all nuts, bolts, screws and connectors for tightness and heat discoloration.
 - h. Check fuses on the DC capacitor banks for continuity (if applicable).
 - i. With customer approval, perform operation test of the system including unit transfer, battery discharge and generator interface test.
 - j. Calibrate and record all electronics to system specifications.
 - k. Measure and record all low-voltage power supply levels.
 - l. Measure and record phase-to-phase input voltage and currents.
 - m. Review, clear and reset all diagnostic alarm histories, where applicable.
 - n. Record all input, output, and battery voltages and currents.



Weissco **POWER** LLC

- o. Furnish completed data sheets and report any problems found during the PM inspection.
- p. Review system performance with customer.

UPS Minor Preventive Maintenance Inspection

- 1. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables and major components. Check air filters for cleanliness.
- 2. Check module(s) completely for the following (if applicable):
 - a. Rectifier and inverter snubber boards for discoloration.
 - b. Power capacitors for swelling or leaking oil.
 - c. DC capacitor vent caps that have extruded more than 1/8".
 - d. Record all voltage and current meter readings on the UPS module and the system control cabinet (when applicable).
 - e. Measure and record harmonic trap filter currents.
 - f. Measure and record phase-to-phase input voltage and currents.
 - g. Review system performance with customer.

Note 1: Preventive Maintenance usually requires a module shut-down to ensure electrical connection integrity.

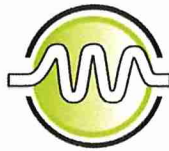
Note 2: Above maintenance does include Maintenance Bypass Cabinets.

Note 3: The annual inspection report needs to be sent by Weissco to both Matthew Cohen, Assistant Fire Chief, Town of Westport, and Eileen Zhang, Director of Information Technology, Town of Westport.



Attachment 3

Current Contracted Customer Rates



Weissco **POWER** LLC



Weissco **POWER**

516 Route 513, PO Box 223, Califon, NJ 07830. Office: 908-832-2173 Fax: 908-832-2121

www.weisscopower.com

**Standard Rates for CONTRACT customers
as of 01/01/2019**

LABOR CHARGES:

- 1) \$120.00/HR. Monday-Friday, 8:00am-5:00PM. (four hour minimum)
- 2) \$180.00/HR. Monday-Friday, 5:00PM-8:00am. (Includes all day Saturday (four hour minimum))
- 3) \$250.00/HR. All day Sunday. (four hour minimum)
- 4) \$250.00/HR. Holidays. (four hour minimum)

TRAVEL CHARGES:

- 1) \$75/HR. Monday-Friday. 8:00am-5:00pm, (No Minimum)
 - 2) \$120.00/HR. Monday-Friday, 5:00pm-8:00am, (Includes all day Saturday/ No Minimum).
 - 3) \$150.00.00/HR. All Day Sunday (No Minimum).
 - 4) \$150.00/HR Holidays (No Minimum).
- The travel labor is from portal to portal from the nearest office.

NOTE:

If services are required within a 150 mile radius of the designated, Local office, the following will apply:

- 1) Mileage, at \$0.65 per mile
- 2) Lodging (if required) at cost
- 3) Meals (if applicable) and miscellaneous expenses at cost (tolls, parking).

If services are required outside a 150 mile radius of the designated Local office, the following will apply:

- 1) Mileage to and from airport at \$0.65 per mile
- 2) Airfare, at cost
- 3) Rental vehicle, at cost
- 4) Lodging (if required) at cost.
- 5) Meals and miscellaneous expenses at cost (tolls, parking).

I agree and authorize Weissco Power LLC to perform the work that is required as part of the signed service agreement. I am aware and understand the above charges. Please apply these services toward the following: Terms Net 30. 2% finance charge after 30 days. The rates will be in effect for the term of the contract.

Company: _____ Date: _____

Accepted By: _____ Position: _____

Print Name: _____ Phone: _____

Email: _____ Fax: _____

PO# _____ (Please fax or email back to us with hard copy of Purchase Order.)

ITEM #6

6. To take such action as the meeting may determine, to approve Amendment No. 2 to Pharmacy Service Agreement between the Town of Westport and MaxorPlus Ltd., extending the term of the existing agreement for pharmacy benefit management services until June 30, 2024.

**AMENDMENT NO. 2 TO
PHARMACY SERVICE AGREEMENT BETWEEN
MAXORPLUS LTD. AND THE TOWN OF WESTPORT.**

This Second Amendment (“**Amendment**”) is made and entered into as of July 1, 2021 (“**Amendment Effective Date**”), by and between MaxorPlus Ltd. (“PBM”) and The Town of Westport (“Plan Sponsor”).

WHEREAS, PBM and Plan Sponsor have entered into that certain Pharmacy Services Agreement with an effective date of July 1, 2012 and as amended by the parties from time to time (the “**Agreement**”); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree to the following:

1. Section F (1) (Term) is deleted and replaced with the following:

This Agreement shall become effective on July 1, 2012 (the “Effective Date”) and shall be in effect until June 30, 2024.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

3. Except as expressly set forth herein, all terms of the Agreement remain unchanged and in full force and effect. Capitalized terms in this Amendment shall have the meanings stated in this Amendment or in the Agreement. To the extent this Amendment contains any inconsistencies between it and the Agreement, the parties agree that the terms of this Amendment shall govern with respect to the subject matter herein.

IN WITNESS WHEREOF, this Amendment has been executed by the parties through their duly authorized officers effective as of the date provided above.

MAXORPLUS LTD.

By: _____

Name: _____

Title: _____

Date: _____

THE TOWN OF WESTPORT

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
PLAN SPONSOR PAYMENTS**

1. **Retail Prescriptions**. Subject to Section 7, for each Prescription dispensed by a Preferred Participating Pharmacy to a Plan Participant, Plan Sponsor shall reimburse PBM an amount equal to the PBM Pharmacy Reimbursement Rate. Overages in one guarantee will not offset underages in another. All guarantees will be reconciled individually and annually.

Pharmacy Reimbursement Rate – For the purpose of this Exhibit A “Pharmacy Reimbursement Rate” means for (i) brand name drugs, actual reimbursement rate paid to pharmacy plus actual pharmacy dispensing fee, and (ii) generic drugs, the lesser of the actual reimbursement rate paid to pharmacy plus actual pharmacy dispensing fee, or MaxorPlus MAC plus actual pharmacy dispensing fee. Plan Sponsor is responsible for the payment of any applicable sales or use taxes, and Plan Sponsor shall reimburse PBM for all taxes paid on its behalf to Participating Pharmacies.

If Plan Sponsor requests PBM to add a pharmacy to the network that is contracted at different reimbursement rates than set out above, Plan Sponsor shall be invoiced at the applicable contracted PBM Pharmacy Reimbursement Rate.

The minimum retail overall generic effective rate is as follows:

Overall Generic Effective Rate

Category	7/2021	7/2022	7/2023
Generic Drugs			
Retail 30-Day Discount Rate	Generic Effective Rate: AWP – 82.25%	Generic Effective Rate: AWP – 82.35%	Generic Effective Rate: AWP – 82.45%
Retail 30-Day Dispensing Fee	\$0.95	\$0.95	\$0.95
Retail 90-Day Discount Rate	Generic Effective Rate: AWP – 83.25%	Generic Effective Rate: AWP – 83.35%	Generic Effective Rate: AWP – 83.45%
Retail 90-Day Dispensing Fee	\$0	\$0	\$0

The guarantee shall be calculated as follows:

[(1-(total discounted Generic (single source generics, non-MAC generics, MAC generics) ingredient cost (excluding dispensing fees and prior to application of co-payments) of applicable prescription drug claim for the annual period divided by total undiscounted

Generic AWP for the annual period (both amounts will be calculated as of the date of adjudication)]).

See examples below:

1. MAC drug
 - a. AWP = \$20.00
 - b. U&C = \$15.00 (includes dispensing fee)
 - c. MAC = \$5.00
 - d. Ing Cost = \$5.00
 - e. Plan Member pays \$5.00
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (5/20) = 75\%$ effective discount
2. AWP Discount drug
 - a. AWP = \$100.00
 - b. U&C = \$110.00 (includes dispensing fee)
 - c. Ing Cost = \$85.00
 - d. Plan Member pays \$10.00 copay
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (85/100) = 15\%$ effective discount
3. U&C Discount drug
 - a. AWP = \$50.00
 - b. Discounted Cost = \$42.50
 - c. U&C = \$30.00
 - d. Dispensing Fee = \$0.00
 - e. Ing Cost = \$30.00
 - f. Plan Member pays \$10.00 copay
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (30/50) = 40\%$ effective discount

The minimum retail overall brand effective rate is as follows:

Overall Brand Effective Rate

Category	7/2021	7/2022	7/2023
Brand Drugs			
Retail 30-Day Discount Rate	Brand Effective Rate: AWP – 17.00%	Brand Effective Rate: AWP – 17.05%	Brand Effective Rate: AWP – 17.10%
Retail 30-Day Dispensing Fee	\$0.95	\$0.95	\$0.95
Retail 90-Day Discount Rate	Brand Effective Rate: AWP – 21.00%	Brand Effective Rate: AWP – 21.05%	Brand Effective Rate: AWP – 21.10%
Retail 90-Day Dispensing Fee	\$0	\$0	\$0

The guarantee shall be calculated as follows:

[(1-(total discounted Brand ingredient cost (excluding dispensing fees and prior to application of co-payments) of applicable prescription drug claim for the annual period divided by total undiscounted Brand AWP for the annual period (both amounts will be calculated as of the date of adjudication))].

See examples below:

1. MAC drug
 - a. AWP = \$20.00
 - b. U&C = \$15.00 (includes dispensing fee)
 - c. MAC = \$5.00
 - d. Ing Cost = \$5.00
 - e. Plan Member pays \$5.00
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (5/20) = 75\%$ effective discount
2. AWP Discount drug
 - a. AWP = \$100.00
 - b. U&C = \$110.00 (includes dispensing fee)
 - c. Ing Cost = \$85.00
 - d. Plan Member pays \$10.00 copay
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (85/100) = 15\%$ effective discount
3. U&C Discount drug
 - a. AWP = \$50.00
 - b. Discounted Cost = \$42.50
 - c. U&C = \$30.00
 - d. Dispensing Fee = \$0.00
 - e. Ing Cost = \$30.00
 - f. Plan Member pays \$10.00 copay
 - i. $1 - (\text{Ing Cost} / \text{AWP})$
 - ii. $1 - (30/50) = 40\%$ effective discount

The Minimum Effective Rate and Dispensing Fee Guarantees shall exclude Claims for compounds, coordination-of-benefit Claims, paper Claims, and Claims for Specialty Drugs, vaccines, and over-the-counter drugs.

2. Mail Order Pharmacy. Subject to Section 7, for each Prescription dispensed by Maxor Mail Order Pharmacy to a Plan Participant, Plan Sponsor shall pay PBM in accordance with the chart below less co-payment and deductibles established by Plan Sponsor. In the event a Plan Participant submits to PBM a Co-payment in an insufficient amount, and PBM is unable to collect the correct Co-payment amount from the Plan Participant, then PBM may invoice Plan Sponsor for the amount of the uncollected Co-payment(s), and Plan Sponsor shall be liable for payment of such co-payment amount.

Category	7/2021	7/2022	7/2023
Brand Discount Rate	Acquisition cost	Acquisition cost	Acquisition cost
Brand Dispensing Fee	\$14.00	\$14.00	\$14.00

Generic Discount Rate	Acquisition cost	Acquisition cost	Acquisition cost
Generic Dispensing Fee	\$14.00	\$14.00	\$14.00

3. **Chronic Injectable/Specialty Pharmacy.** Subject to Section 7, for each prescription dispensed by Maxor Specialty to an eligible member, Plan Sponsor shall pay PBM as follows:

Formulary Placement	Discount Rate	Dispensing Fee
Tier 1 Specialty Drugs	AWP-16.50%	\$0.00
Tier 2 Specialty Drugs	AWP-18.50%	\$0.00
Tier 3 Specialty Drugs	AWP-20.50%	\$0.00
Tier 4 Specialty Drugs	AWP-22.50%	\$0.00

Limited distribution drugs may be subject to different discounts. The rates above include shipping fees and necessary overnight delivery due to stability of medications. In the event an Eligible Member submits to PBM a Co-payment in an insufficient amount, and PBM is unable to collect the correct Co-payment amount from the Eligible Member, then PBM may invoice Plan Sponsor for the amount of the uncollected Co-payment(s) on a regular basis, and Plan Sponsor shall be liable for payment of such co-payment amount.

4. **Special Reimbursement for Certain Drugs.** Certain drugs that become available on the market from time to time will be priced separately from, and thus not subject to the reduced contracted reimbursement rate, due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements. Such drugs include compounds. PBM shall provide Plan Sponsor with a list of such drugs, and their corresponding reimbursement rates (which are generally no less than full AWP), upon request. Participating Pharmacies may dispense these drugs to Plan Participants unless the Plan Sponsor's plan design would otherwise exclude these drugs or the Plan Sponsor notifies PBM in writing of its objections.

Plan Sponsor hereby agrees to the following: All payments made by Plan Sponsor to PBM shall include all applicable fees, including, but not limited to ingredient cost and dispensing fee.

5. **Rebates.** PBM shall remit 100% of Rebates received to Plan Sponsor. Subject to Section 7, the Rebate Guarantees provided in this Section 5 exclude (i) cosmetic drugs, (ii) appliances, devices, bandages, heat lamps, braces, splints, and artificial appliances, (iii) health and beauty aids, cosmetics and dietary supplements, (iv) over the counter products, other than the diabetic supplies (e.g., syringes, test strips and needles), (v) Member Submitted Claims, (vi) subrogation claims, (vii) secondary claims, (viii) claims older than 180 days, (ix) claims through Sponsor-owned, university, long term care, or 340b pharmacies, or pharmacies located on premises of a Sponsor; (x) Medicaid fee-for-services claims, (xi) claims that are reversed, (xii) claims with invalid identifiers (i.e., pharmacy identifiers), (xiii) claims pursuant to a 100% Member Copayment plan, (xiv) Limited Distribution Drugs, (xv) vaccines, (xvi) compounds (collectively, the "Exclusions").

Category	7/2021	7/2022	7/2023
Retail 1-30 Day Supply	\$94.55	\$98.33	\$102.26
Retail 31-90Day Supply	\$132.37	\$137.67	\$143.18
Mail	\$283.64	\$294.99	\$306.79
Specialty	\$936.36	\$973.81	\$1,012.77

Rebates Guarantees per qualified Brand Claim, based on utilizing the MaxorPlus Advantage Formulary with a managed plan design.

Category	7/2021	7/2022	7/2023
Retail 1-30 Day Supply	\$85.25	\$89.39	\$92.97
Retail 31-90Day Supply	\$120.34	\$125.15	\$130.16
Mail	\$251.25	\$268.17	\$278.90
Specialty	\$851.24	\$885.28	\$920.70

Rebates Guarantees per qualified Brand Claim, based on utilizing the MaxorPlus Preferred Formulary with a managed plan design.

6. Administrative Fees. Subject to Section 7, following are the administrative fees charged by PBM.

Administrative Fee	\$3.15 per Eligible Member per month
ID Cards (additional or replacement)	No Charge for standard shipping Expedited shipping charges will be invoiced to Plan Sponsor
Administrative Prior Authorizations (PA)	No Charge
Clinical Prior Authorizations (PA)	No Charge
Paper Claims Processing	No Charge
Manual Eligibility Data Entry	No Charge
Medical Determinations/Physician Review	Cost of services
Formulary Postage, Printing and Distribution	No Charge for standard shipping Expedited shipping charges will be invoiced to Plan Sponsor
Eligibility/formulary verification through SureScripts	No Charge

Independent medical determinations
Physician reviews

Cost of services

Clinical Prior Authorizations

No Charge

7. **Pricing Requirements.** The pricing and rebates set forth in this Amendment 2 are conditioned upon various factors including PBM's exclusivity hereunder, including Maxor Specialty being the exclusive provider of specialty medications, Plan Designs (at least a thirty (30) day supply at retail pharmacies and a ninety (90) day supply at mail), and program specifications agreed to between the parties as reflected in this proposal and as otherwise hereafter agreed to by the parties in writing. The pricing is also conditioned upon Plan Sponsor: (i) funding 50% or greater of the aggregate annual costs of all Covered Drugs dispensed for all Members within the applicable Plan, and (ii) adhering to various formulary management controls, benefit design requirements, claims volume, and other similar factors expressly stated in the applicable manufacturer agreement, as communicated by PBM to plan from time to time, iii) maintaining a managed plan design with at least \$15.00 differential between the preferred and non-preferred brand copayments for the Managed Plan Design rebate guarantees, and use of the MaxorPlus Advantage Formulary or the MaxorPlus Preferred Formulary in its entirety, with the benefit covering Hepatitis C treatment at typical MaxorPlus book of business utilization rates, iv) rate guarantees excludes states/locations: AK, HI, MA, PR, GA. Failure to satisfy any condition herein, including but not limited to any modification of the Plan Design or program specifications, or addition of groups of individuals may result in a modification by PBM of the rebate terms effective as of the date of the event.

ITEM #7

7. To take such action as the meeting may determine, upon the request of the Department of Human Services, to certify the Town of Westport's grant award assistance agreements and other related documents for COVID-19 Funding (Sc Cdbg- Cv) Under The Cares Act through the CT Department of Housing/Small Cities Community Development Block Grant.



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: June 16, 2021

RE: **BOS REQUEST: June 23rd, 2021**

To take such action as the meeting may determine, upon the request of the Department of Human Services, to certify the Town of Westport's grant award assistance agreements and other related documents for COVID-19 Funding (Sc Cdbg- Cv) Under The Cares Act through the CT Department of Housing/Small Cities Community Development Block Grant. The Department of Human Services has received \$500,000 to implement a Homes with Hope improvement project at the Gillespie Center.



STATE OF CONNECTICUT
DEPARTMENT OF HOUSING



June 17, 2021

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

Subject: **AWARD LETTER - Small Cities Grant #SC2015803**
\$500,000.00 for Town of Westport/Westport Homeless & Food Insecurity
Improvements (Homes with Hope)

Dear First Selectman Marpe:

Congratulations! Consistent with Governor Lamont's commitment to promote housing and economic opportunities for low and moderate-income residents throughout the state, the Town of Westport's application for Community Development Block Grant (CDBG-CV) Small Cities funding has been approved. Grant funding is in the amount of **Five Hundred Thousand Dollars (\$500,000.00)** for a Westport Homeless & Food Insecurity Improvements (Homes with Hope).

This letter serves to outline certain basic provisions and conditions of this funding award. **This letter is not a contract by the State of Connecticut.** The State shall not be bound until an Assistance Agreement (the "Contract") has been fully executed in accordance with all applicable local, state, and federal laws. Notwithstanding any other provisions of this letter, the Department of Housing (DOH) may elect to withdraw this award of funds if the municipality has made any material misrepresentation of the project data supporting this funding request in the application or in any supplemental materials or information it has furnished. DOH may also withdraw this award if the municipality abandons or terminates the project, or if it makes any change in the scope of the project or the project financing plan.

Enclosed please find the Contract and the other documents that must be executed to accept this grant. Please print, sign, date, and return one copy of all documents within thirty (30) days of the date of this letter:

1. Duplication of Benefits – **Appendix I**
2. Project Schedule (Revised/Updated) - **Appendix II**
3. Financing Plan & Budget - **Appendix III**
4. Local Assurances

First Selectman James S. Marpe
Westport/Grant#SC2015803

5. Opinion of Counsel
6. Project Expenditures Account Agreement (for PEAA account)
7. Authorized Signatures Form
8. Applicant/Recipient Disclosure/Update Form
9. Updated Resolution that has not been rescinded or modified within 30 days of contract signing.
10. Direct Deposit (ACH) Accounts and Instructions (new grantees must submit this form to the Office of State Comptroller as noted on the bottom of the form. Grantees with existing Small Cities ACH Accounts do not need a new account but must ensure that all funds are deposited into an award year specific PEAA Account from the ACH account.

The Project Schedule that was submitted with your application must be revised to reflect the currently anticipated start date and expenditure rate for this grant. The "budget period" on the Project Schedule and Financing Plan & Budget must be listed as 1/1/2021 to 12/31/2022. **Please keep in mind that funds, either public or private, cannot be committed or expended until you have received a Release of Funds letter, if applicable, from DOH.**

Please return the above documents to (excluding the ACH account form):

Dominic Carew
Department of Housing
505 Hudson Street
Hartford, CT 06106

Thank you for your participation in the Small Cities Program. Feel free to contact Mr. Dominic Carew at dominic.carew@ct.gov if you have any questions about this matter.

Sincerely,



Seila Mosquera-Bruno
Commissioner

cc: File
SC2015803

Enclosures