

## RESOLUTIONS

(1)

**RESOLVED**: That upon the recommendation of the Board of Finance and a request by the Director of Human Services and the Westport Library, the sum of \$25,000.00 from the Westport's American Rescue Plan Act (ARPA) funds, to develop a new Job Search Support Program at the Library is hereby appropriated.

(2)

**RESOLVED**: That upon the recommendation of the Board of Finance and a request by the Director of Parks and Recreation, the sum of \$237,000.00 from the Capital and Non-Recurring Account for the installation of drainage on the Greens at Longshore Golf Course is hereby appropriated.

(3)

**RESOLVED**: That upon the recommendation of the of the Board of Finance and a request by the Director of Public Works, the sum of \$313,500.00 from the Capital and Non-Recurring Account for a Traffic Study of the Cross Highway School Zone between North Avenue and Bayberry Lane is hereby appropriated.

(4)

**RESOLVED**: That upon the request of the First Selectwoman, a Long Lots School Building Committee (the "Committee" or "LLSBC") is hereby established in order to meet the following goals (the "Goals"):

1. In consultation with Building Envelope Engineers, MEP Engineers and other available information (i.e., Antinozzi, Colliers, Tools for Schools, Maintenance Committee reports, etc.), evaluate the existing conditions of the Long Lots Elementary School building envelope, MEP systems and site conditions.
2. Provide feasibility studies for both a new build and renovate as new options inclusive of cost and schedule.

3. Provide a recommendation to the First Selectwoman regarding a course of action for either a new build or renovate as new (the "Project").
4. Execute the Project as approved by the Town Boards.

**FURTHER RESOLVED**, that the Committee shall have the following powers:

1. To determine the scope of work and timing of the Project, and to prioritize the scope of work to accomplish the Goals in an expeditious manner, incorporating the Board of Education's educational specifications for the building into the scope of work as appropriate.
2. To report to the First Selectwoman or her designee for overall Project management on at least a monthly basis.
3. To confer as necessary with the BOE and all appropriate Town boards, commissions, committees, departments and officials regarding the Project;
4. To request appropriations for the Project from the Board of Finance and the Representative Town Meeting (the "RTM").
5. To select, hire, and oversee such project managers, construction managers, contractors, professionals and other third parties as the Committee may deem necessary to plan, design, manage, and execute all aspects of the Project.
6. To present all contracts for the Project to the Board of Selectwomen for approval and for execution by the First Selectwoman.
7. To review and recommend to the First Selectwoman all expenditures for the Project.
8. To determine, in consultation with professionals, Town departments and officials and the Board of Education, when the Goals of the Project have been completed and the building is ready for use for educational instruction.
9. To take such other action as may be necessary in order to implement and complete the Project.

**FURTHER RESOLVED**, that

1. The Committee shall consist of five (5) voting members. Two additional members, one (1) Board of Education member and one (1) Town of Westport employee representing the Administration, shall serve in a non-voting, ex-officio capacity.
2. The RTM shall appoint members to the Committee, with the recommendation of the First Selectwoman.
3. If there is a vacancy on the Committee, the remaining members of the Committee shall continue to function as the entire Committee, and the RTM shall appoint successors with the recommendation of the First Selectwoman.
4. The Committee, once the Project has been determined by the funding bodies, may elect to add additional members whose expertise may be beneficial to the outcome of the Project. These new members shall be presented to and recommended by the First Selectwoman to the RTM for approval.
5. Committee members may resign by submitting a written resignation to the Town Clerk and the First Selectwoman.
6. The Committee shall choose its Vice Chair and Secretary.
7. The term of the Committee shall begin upon adoption of these resolutions and end when the Certificate of Occupancy for the Project is issued.

8. Committee members shall serve without compensation. The architects and engineers serving on the Committee are not engaged to provide professional services to, and will have no professional duties to, the Committee, the Town or the Board of Education.
9. The Committee shall be a public agency.
10. The Committee will use good faith efforts to accomplish the Goals in an expeditious manner, understanding that there may be delays due to circumstances beyond their reasonable control.

**FURTHER RESOLVED**, that at the request of the First Selectwoman, the following individuals are hereby appointed to the Committee:

Jay Keenan, Chair  
Tim Wetmore  
Joe Renzulli  
Don O'Day  
Srikanth Puttagunta  
Liz Heyer, ex-officio  
John Broadbin, ex-officio

(5)

**RESOLVED**: That the Collective Bargaining Agreement between the Town of Westport and Council #4, AFSCME, AFL-CIO, Local 1303-385, Public Works for the period of July 1, 2022 thru June 30, 2026 is hereby approved.

(6)

**RESOLVED**: That upon the request of 3 RTM members, an ordinance restricting the use of gas-powered leaf blowers in Westport is hereby adopted. (First reading. Full text is as follows).

#### DRAFT LEAF BLOWER ORDINANCE

ARTICLE \_\_

\_\_-1. Purpose.

Consistent with the municipal powers granted under sections 7-148(c)(7) and (10) of the Connecticut General Statutes, including the protection of the health and safety of residents and

abatement of nuisances, it is the intent of this ordinance to set specific controls on the use of LeafBlowers, in particular Gas-Powered Leaf Blowers.

## **\_\_-2. Definitions.**

For the purpose of this Article, the following terms shall have the meanings indicated:

“Leaf Blower” shall mean any device which is used or designed to move leaves, grass clippings, dust, dirt, or other matter by blowing them with air emitted by such device.

“Gas-Powered Leaf Blower” shall mean any Leaf Blower that is powered by an internal combustion engine utilizing gasoline, diesel, or any other similar fuel.

“Electric-Powered Leaf Blower” shall mean any Leaf Blower that is powered by electricity utilizing a plug-in cord or battery power.

## **\_\_-3. Restrictions on Leaf Blower Activity.**

(a) Except as provided in Sections \_\_-3(b) and (c),

(i) the use of Electric-Powered Leaf Blowers is permitted during the period from January 1 through December 31 on all properties within the Town; and

(ii) the use of Gas-Powered Leaf Blowers is permitted only during the periods from March 15 through April 30 and October 15 through December 31. No person shall operate or cause or permit to be operated any Gas-Powered Leaf Blower on any public or private property in the Town other than during such periods.

(b) No Leaf Blowers (whether Gas-Powered or Electric-Powered) may be used before 8:00 a.m. or after 5:00 p.m.

(c) No Gas-Powered Leaf Blowers may be used on any state or federal holiday.

(d) Notwithstanding the provisions of Sections \_\_-3 (a) through (c):

(i) the use of Gas-Powered Leaf Blowers and Electric-Powered Leaf Blowers shall be permitted for storm condition clean-up operations; and

(ii) the provisions of this Article \_\_ shall not apply to use of Leaf Blowers on town-owned property or publicly- or privately-owned golf courses.

## **\_\_-4. Penalty and Enforcement.**

(a) *Authority.* The Conservation Department is hereby authorized to enforce violations of this Article as provided in this section.

(b) *Complaints.* Anyone who believes that a violation of this Article has occurred may notify the Conservation Department in writing (via email or hard copy) of such violation. Such notice shall include: (i) the date and address of the property where the violation occurred, (ii) the name of the persons or entity who owns the property (if known), (iii) photographic or other reasonable evidence of the violation (if available), and (iv) the name, address and signature (digital or handwritten) of the complainant.

(c) *Notices of Violation.* Upon receipt of a complaint under subsection (b) above, or upon the Conservation Department's own discovery of a possible violation, the Conservation Director or

their designee shall review and investigate the possible violation. If the Conservation Director or their designee is convinced that there is sufficient evidence to prove that a violation of this ordinance has occurred, then:

(1) For the first violation at a specific property, the Conservation Department shall provide a written warning and educational materials about the terms of this Article to the property owner.

(2) For the second violation at the same property, the Conservation Department shall provide a second warning and educational materials about the terms of this Article to the property owner.

(3) For the third and any subsequent violation at the same property, the Conservation Department shall issue a written notice of violation and a citation to the property owner as provided in (d) below.

(d) *Issuance of citation.*

(1) The Conservation Department shall issue a notice of violation and citation when a violation occurs at the same property after two warnings as provided in subsection (c) above.

(2) Any warning notice of violation, and citation issued by the Conservation Department shall be issued to the property owner.

(3) Each citation shall:

a. include copies of the warnings for the first two violations, descriptions of any subsequent violations, and a description of the violation that is the subject of such citation;

b. impose a fine of \$100 for the violation that is the subject of the first citation, and a fine of \$249 for the violation that is the subject of each subsequent citation, plus such other penalties, costs and/or fees as may be due for each violation;

c. provide that uncontested payment of such fine(s), penalties, costs and/or fees shall be made within ten (10) days of the date of the citation, unless said violation is successfully contested as provided below;

d. provide that the property owner may contest liability before a citation hearing officer by delivering in person or by mail within ten (10) days of the date of the citation a written demand for a hearing; and

e. state that if such a hearing is not demanded, it shall be deemed an admission of liability, and an assessment and judgment shall be entered against the property owner, and that such judgment may issue without further notice.

(4) Any warning, notice of violation or citation issued hereunder shall be sent to the property owner by certified mail, return receipt requested and simultaneously by regular United States Postal Service mail.

(5) Once a written demand for a hearing has been received by the Conservation Department, no additional citations shall be issued for subsequent violations until after the conclusion of the hearing procedure as set forth in subsection (f) below.

(e) *Civil infractions amount; continuing violations.*

(1) The fine for the first occurrence of a violation after two warnings to the property owner shall be \$100 and shall be payable to the Town. The fine for each subsequent violation shall be \$249.

(f) *Hearing procedure for citations.*

(1) The First Selectman shall appoint one or more hearing officers, other than any employee of the Town, to conduct the hearings resulting from violations of this Article. Any assessment by a hearing officer shall be entered as a judgment against the violator.

(2) A person who chooses to appeal a citation and requests a hearing to this effect shall be given written notice of the date, time, and place for the hearing, sent as provided in subsection (d)(4) hereof. Such hearing shall be held not less than 15 days nor more than 30 days from the date of the hearing notice, provided the hearing officer shall grant upon good cause shown any reasonable request by an interested party for postponement or continuance. Written notice of the hearing shall simultaneously be sent as provided in subsection (d)(4) hereof to the person(s) who reported the violation, and such person(s) shall have the right to attend the hearing and present evidence. An original or certified copy of the citation issued by the Conservation Department shall be filed and retained by the Town and shall be deemed to be a business record and evidence of the facts contained therein. Upon request of the person appealing the citation, the presence of the Conservation Department employee who issued the citation shall be required at the hearing. A designated town employee other than the hearing officer may present evidence on behalf of the town. A person wishing to contest liability shall appear at the hearing and may present evidence. If the person who received the citation fails to appear, the hearing officer may enter an assessment by default upon a finding of proper notice and liability under this Article.

(3) The hearing officer shall conduct the hearing in the order and form and with such methods of proof as he/she deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce his/her decision at the end of the hearing. If the hearing officer determines that the person is not liable, he/she shall dismiss the matter and enter his/her determination, in writing, accordingly. If the hearing officer determines that the person who received the citation is liable for the violation, the hearing officer shall then enter and assess the fines, penalties, costs, or fees against the person as provided by this Article.

(4) If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than 30 days nor more than 12 months after such mailing, a certified copy of the notice of assessment with the clerk of the superior court for the geographical area in which the town is located, together with the applicable entry or filing fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within such 12-month period, all assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of the hearing officer's record of assessment, as well as court costs, against such person in favor of the town. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may be issued without further notice to such person.

(5) A person against whom an assessment has been entered pursuant to this Article is entitled to judicial review by way of appeal in accordance with C.G.S. § 7-152c(g).

**\_\_\_-5 Severability.** If any section, paragraph, subparagraph, clause, or provision of this Article \_\_\_ shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph,

subparagraph, clause, or provision so adjudged and the remainder of this Article \_\_\_ shall be deemed valid and effective.

**\_\_\_-6. Effective Date.**

The provisions of this Article \_\_\_ shall become effective on March 15, 2023.



**THE DEPARTMENT OF HUMAN SERVICES**

TOWN HALL, 110 MYRTLE AVENUE  
WESTPORT, CT 06880  
(203) 341-1050 FAX (203) 341-1073  
EMAIL: HUMANSRV@WESTPORTCT.GOV

BOF Approved 8/3/22

BACK UP MATERIAL  
RTM ITEM # 1

TO: Gary Conrad, Finance Director  
Sherry Gordon, BOF Chair  
Jen Tooker, First Selectwoman

CC: Bill Harmer, Westport Library

FROM: Elaine Daignault, DHS Director

DATE: June 10, 2022

RE: **BOF AGENDA REQUEST: July 6, 2022**

Please find the attached request from Westport Human Services and the Westport Library to consider a \$25,000 ARPA appropriation to develop a new Job Search Support Program at the Library.

Please see the attached proposal for details.

APPROVED: \_\_\_\_\_

*Jen Tooker*  
Jennifer S. Tooker  
First Selectwoman  
Date: 7/8/22



June 23, 2022

ARPA Request: \$25,000

***Job Search Support Services  
At the Westport Public Library, in Partnership with Westport Human Services***

**DEFINING THE PROBLEM:** In the wake of the pandemic, Westport Human Services and our community partners have identified a growing number of residents facing financial hardships due to job and income losses.

According to the April 2022 CT Department of Labor report, the unemployment rate in Fairfield County is 3.8%, and approximately 2.8% of Westport residents are unemployed. This data, combined with the number of residents who qualify for local, state, and federal financial assistance programs, represents a vast majority of under-employed and unemployed Human Services clients who have been adversely affected by COVID19. Regardless of socio-economic status, many residents seek support to secure better, higher-paying jobs to provide for their households more effectively.

Westport Human Services and the Westport Library frequently collaborate to address the needs of residents while also enhancing community engagement across all sectors of the population. Shared clientele from the Westport Housing Authority, Homes with Hope, and the Westport Library represent a diverse population of residents, including our most vulnerable, that would benefit from individualized employment services not currently offered in Town. With the exit of Goodwill's Career Center and the lack of local employment support, the Westport Library and Westport Human Services have become a hub for job seekers seeking lasting employment.

Innovative inter-agency collaboration brings together community stakeholders — family, friends, nonprofits, businesses, and municipalities to work together to build solutions that are right for our Town. This project acknowledges and addresses local barriers to support services. Ultimately, if more residents had access to employment services, households could become more financially stable, resulting in a stronger and more vibrant economy.

**GOAL:** To establish Job Search Support Services at the Library in partnership with the Department of Human Services, Homes with Hope, and the Westport Housing Authority by onboarding a part-time Career Coach to provide hands-on technical assistance for those experiencing unemployment or under-employment in the community.

**SERVICES OFFERED:**

- Individualized needs assessments with a professional job coach to determine interests, experience level, skills, etc
- Resume and cover letter writing assistance
- Establish/update LinkedIn or other professional profiles

- Develop and identify job search strategies
- Interview skills training
- Referral to community-based job training and job support opportunities
- Basic MS Office Training
- Weekly, coach-led job search support groups offer structure and accountability to the search process.

**BUDGET:**

- The number of referrals/participants will dictate the number of one-on-one and group sessions.
- Total Budget – 10 - 15 hours per week/ 47 weeks per year at a rate of about \$35 per hour. \$24,675 per year.



WESTPORT CONNECTICUT  
PARKS AND RECREATION DEPARTMENT  
LONGSHORE CLUB PARK  
260 COMPO ROAD SOUTH, WESTPORT, CT 06880

BACK UP MATERIAL  
RTM ITEM # 2

July 18, 2022

The Honorable Jennifer S. Tooker  
First Selectwoman  
Town Hall  
110 Myrtle Avenue  
Westport, CT 06880

Dear Ms. Tooker:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for an appropriation of \$237,000.00 along with bond and note authorization to the Municipal Improvement Fund.

This request is for the installation of drainage on the greens at Longshore Golf Course.

Respectfully,

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


Jennifer A. Fava  
Director of Parks and Recreation

cc: Gary Conrad



**WESTPORT CONNECTICUT**  
PARKS AND RECREATION DEPARTMENT  
LONGSHORE CLUB PARK  
260 COMPO ROAD SOUTH, WESTPORT, CT 06880

**MEMO TO:** Board of Finance

**MEMO FROM:** Jennifer A. Fava, Director of Parks and Recreation 

**DATE:** July 18, 2022

**RE:** **Appropriation Request for Greens Drainage at Longshore Golf Course**

Several years ago, XGD Greens Drainage Systems were installed on greens 2 and 6. It has made significant improvement to those greens. At this time, we are looking to install the same type of slit trench drainage system to the remaining 17 greens.

Anticipated Cost: \$215,752 + \$21,248 (10% contingency) = \$237,000  
Lifespan: 20-25 years  
Annual Payback Over 20 Years (estimated): \$17,327.42

This project is included in the Parks and Recreation Department's 5-Year Capital plan for FY21/22.

This project was approved by the Parks and Recreation Commission in October of 2021 (based on estimates) with an anticipation of completion in Spring 2022. However, it was determined that it would be better to do this project in the Fall. Additionally, due to the experience the Town has been having with bids and RFP's coming in higher than estimated, we wanted to complete the RFP process, so we have a solid cost figure. An RFP was issued for this project and proposals were received ranging from \$215,752.00 to \$449,800.00. Upon review of the proposals and reference checks, we believe the low respondent, Extreme Golf Management, is capable of completing this work in a satisfactory manner.

The plan is to start this work in October, and it is anticipated to be completed within four (4) weeks, with minimal disruption to the golf course and play.

Payback for this project was anticipated when golf fees were last raised and will cover the annual debt service. The anticipated additional revenue from the fee increases that were instituted with the 2021 season is approximately \$67,000.00, far exceeding the \$17,327.42 needed for this debt repayment.

Therefore, the Parks and Recreation Department requests an appropriation along with bond and note authorization to the Municipal Improvement Fund in the amount of \$237,000.00.

FISCAL YEAR 2023

# TOWN OF WESTPORT, CT

## JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION	
DEPT NAME: Parks and Recreation	Date: 7-18-22

PROJECT NAME AND DESCRIPTION  
Greens drainage at Longshore Golf Course

IS IT LISTED IN THE 5-YR CAPITAL FORECAST?      YES       NO

If no, why not?  
If yes, answer the following two questions:  
Which FY was the project first proposed? FY18/19      Which FY was the project first planned? FY21/22

TOTAL COST IN CAPITAL PLAN: \$100,000      IS PLAN ESTIMATE STILL ACCURATE?      YES       NO   
IF NO, ENTER NEW ESTIMATED COST HERE: \$215,752 + CONTINGENCY (10%) = \$237,000  
(when applicable)      NEW TOTAL ESTIMATE

SOURCE OF FUNDS:						ARE THERE GRANT FUNDS AVAILABLE FOR THIS PROJECT?	
CAPITAL BOND	GEN'L FUND	CNR	GRANT	STATE	OTHER	YES <input type="radio"/>	NO <input checked="" type="radio"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EXPLAIN:	
OTHER, DESCRIBE: _____							
PAYBACK PERIOD (if applicable): <u>20 years</u>							

PROJECTED START DATE: Fall 2022      EST. COMPLETION DATE: Fall 2022  
ESTIMATED USEFUL LIFE: 20-25 years

Is this project part of a larger capital project?  
No

Has an RFP been Issued?      YES       NO   
Have bids been received?      YES       NO       Number of bids received: 5  
Was the lowest bid the winner?      YES       NO       If not, why? \_\_\_\_\_

Who will benefit from the project? This will benefit the golfers, as well as the Town, as it will help to protect and improve the asset of the greens on the golf course by improving their drainage.

Has the Green Task Force been informed of this request? YES  NO

Is it a replacement? YES  NO   
If yes, describe condition of what is to be replaced:

Pictures attached? YES  NO

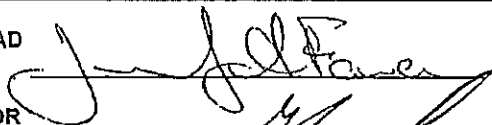
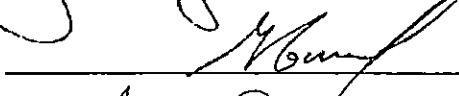
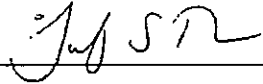
What other approvals/reviews are necessary to begin this project? Please include anticipated dates.  
P&R Commission - 10/6/21, RTM - 9/22

**FINANCE**

*This section to be completed by the Finance Director.*

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:  
IF APPROVED:  
IF NOT APPROVED:

**REVIEW/SIGN-OFF**

DEPARTMENT HEAD		DATE: 7-18-2022
FINANCE DIRECTOR		DATE: 7-19-2022
FIRST SELECTWOMAN		DATE: 7/19/22



## WESTPORT, CONNECTICUT

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

BACK UP MATERIAL  
RTM ITEM # 3

July 28, 2022

Ms. Jennifer S. Tooker  
First Selectwoman  
Town Hall  
Westport, CT 06880

Re: Request for Appropriation of \$313,500 from Capital Non-Recurring fund for a Traffic Study of the Cross Highway School Zone between North Avenue and Bayberry Lane

Dear Ms. Tooker,

This office herein requests an appropriation of \$313,500 from Capital non-recurring funds for preparation of a comprehensive traffic study and design recommendations for the Cross Highway corridor between North Avenue and Bayberry Lane.

The Intersections at both North Avenue and Bayberry Lane are problematic for different reasons.

Cross Highway and Bayberry Lane has been the subject of at least 15 accidents over the past 4 years.

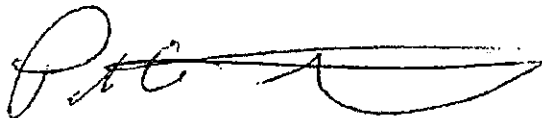
Cross Highway and North Avenue has been the subject of 17 accidents over the past 4 years. In addition, the geometry of the intersection makes it very challenging to improve sightlines or modify the intersection effectively. Cross Highway at North Avenue is also a location with high pedestrian volumes, but dysfunctional cross walks and a lack of sidewalks, make pedestrian crossing in this intersection problematic.

The Corridor between the two above mentioned intersections is used by pedestrians going to and from the school and athletic facilities at Bedford Middle School, and in recent years, the Town-owned Wakeman Town Farm facility. Pedestrian traffic in this corridor also uses Cross Highway to access a popular food store/market located at 161 Cross Highway. It has been suggested that an extension of a sidewalk between the Cross Highway/North Ave intersection and 161 Cross Highway, as well as a cross walk to go from the south side of Cross Highway to the North would improve pedestrian safety.

Owing to the above, the Town seeks a Traffic Engineering Firm to study the problems in the corridor, including but not limited to the above; to make recommendations to OSTA on the Town's behalf, and to develop both schematic designs for solutions to these issues, as well as construction documents for the agreed upon solution.

We anticipate the project will begin in September of 2022 and will be ready for construction in 2023. This effort represents the design portion of the project. It is listed in the Capital forecast at \$150,000. The project scope has been expanded since that estimate. The attached design proposal gives a breakdown of the design elements and costs. With a 10% contingency on the design proposal the total request is for \$313,500.00

Respectfully,

A handwritten signature in black ink, appearing to read 'P. Ratkiewich', with a long horizontal flourish extending to the right.

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

cc: Gary Conrad, Finance Director  
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JUSTIFICATION FOR A CAPITAL PROJECT

**DEPARTMENT INFORMATION**

DEPT NAME: Department of Public Works Date: 7/28/22

PROJECT NAME AND DESCRIPTION  
 Cross Highway School Zone traffic Study and corridor design

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES  NO

If no, why not?  
 If yes, answer the following two questions:  
 Which FY was the project first proposed? 2020  
 Which FY was the project first planned? 2020

APPROXIMATE COST:	\$285,000	COST IN CAPITAL FORECAST:	\$150,000
CONTINGENCY (10%):	28,500		
	\$313,500	←TOTAL	REQUEST→ \$313,500

SOURCE OF FUNDS:

CAPITAL BOND <input type="checkbox"/>	GEN'L FUND <input type="checkbox"/>
CNR <input checked="" type="checkbox"/>	GRANT <input type="checkbox"/>
STATE <input type="checkbox"/>	OTHER <input type="checkbox"/>

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: September 2022 EST. COMPLETION DATE: February 2023

ESTIMATED USEFUL LIFE:

Is this project part of a larger capital project? Yes – this is the design portion of the project. Construction of the improvements will occur after the study is complete and the design recommendations are accepted

Has an RFP been Issued? YES  NO

Have bids been received? YES  NO  Number of bids received: five

Was the lowest bid the winner? YES  NO  The selected consultant was chosen through a Quality Based Selection method

Who will benefit from the project? School children and the general public that use the corridor

[Empty box]

Is it a replacement? YES  NO

If yes, describe condition of what is to be replaced: Please see attached letter to First Selectwoman

Pictures attached? YES  NO

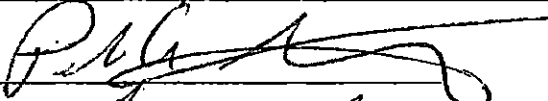

What other approvals/reviews are necessary to begin this project? RTM, BOS

**FINANCE**

*This section to be completed by the Finance Director.*

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:  
IF APPROVED:  
IF NOT APPROVED:

**REVIEW/SIGN-OFF**

DEPARTMENT HEAD		DATE: 7-28-22
FINANCE DIRECTOR		DATE: 7/29/2022
FIRST SELECTMAN	JASR	DATE: 7/29/22

W1993-0-P016  
July 25, 2022  
Revised July 28, 2022

Peter Ratkewich, PE  
Director of Public Works  
Town of Westport  
110 Myrtle Avenue  
Westport, CT 06880

Re: **Proposal for Engineering Services for Traffic Study,  
Cross Highway School Zone**

Dear Mr. Ratkewich:

At your request and in support of the Town's consultant selection process, Tighe & Bond has prepared this fee proposal to provide engineering services to the Town of Westport for the Cross Highway School Zone Traffic Study. Our proposal includes the full complement of services requested by the Town in the RFQ that are required to develop construction contract documents as detailed herein.

## Scope of Services

### Phase I – Design Development, Permitting, and Bidding

#### Task 1 – Data Collection, Traffic Analysis, & Traffic Study Report

Tighe & Bond will conduct a comprehensive traffic volume data collection program to serve as the basis for an operational assessment and Traffic Study Report. The intersection specific traffic data collection and analyses will be conducted at the Cross Highway intersections with North Avenue and Bayberry Lane. The traffic analyses will review both existing and future conditions and serve as the basis for identifying recommended improvements along Cross Highway. The following tasks are included:

1. Conduct 12-hour (7:00 AM to 7:00 PM) manual turning movement traffic counts during a typical non-holiday weekday when school is in session to record all vehicular turning movements, vehicle types, and pedestrians at the two study area intersections. The 12-hour count will also support the preparation of the traffic signal warrant study.
2. Conduct three automatic traffic recorder (ATR) counts at locations to be determined in coordination with the Town. The ATRs will be installed for a 72-hour period, Wednesday through Friday, collecting directional traffic volume flows, vehicular travel speeds, and vehicle classifications.
3. In support of the design process and future funding requests, we will compile Existing (2022) and Future (2042) Condition traffic volumes based on the collected traffic volume data. The twenty-year forecast is required as part of the LOTCIP application if the Town pursues that funding vehicle. The twenty-year forecast will be a simple expansion of existing traffic volumes based on an estimated simple compounding growth rate. The Existing Condition and Future Condition traffic volumes will serve as the basis of the operational analyses.

4. Obtain available traffic data and analyses from the Town, CTDOT, and OSTA including the following:
  - Historic Traffic volume data for study area roadways
  - Traffic data, estimated site-generated traffic, and traffic analyses from recently approved/proposed developments (if any) that may be directing traffic onto the project roadways
  - Proposed roadway improvement projects that may impact traffic flows in the area (if any)
5. Conduct one site visit to review current roadway conditions and existing traffic operations within the study area.
6. Observe intersection sight distances at the Cross Highway at North Avenue and Cross Highway at Bayberry Lane intersections.
7. Observe stopping sight distances along Cross Highway and evaluate according to the criteria set forth in the CTDOT Highway Design Manual based on the functional classification of the roadway and the observed travel speeds.
8. Prepare capacity and queue analysis models utilizing Trafficware Synchro plus SimTraffic 11 for the Existing and Future Condition traffic volumes. Summarize the analysis results in narrative and tabular format.
9. Obtain traffic crash information from the Connecticut Crash Data Repository from the beginning of 2017 through current available data. Review the data to determine whether any patterns exist that should be addressed by the proposed improvements. Summarize the data in tabular format. The crash data will also support the traffic control signal warrant analysis.
10. Prepare a traffic study report, detailing the results of the traffic analyses to be submitted to the Town for review. We will address one round of review comments and prepare the final study.

## **Task 2 – Field Survey**

Tighe & Bond will secure the services of a Connecticut Licensed Land Surveyor to prepare an A-2/V-2/T-2 class accuracy field survey of the site referenced to NAD 83 Connecticut State Plane coordinates and NAVD 88 vertical datum. The Survey will capture Cross Highway between North Avenue and Bayberry Lane extending 250 feet down intersecting roadways at the North Avenue and Bayberry Lane intersections. The survey limits will extend approximately 10 feet past the edge of road through the project limits. The survey will also include elevations and structure information at the existing stone culvert bridge.

The following data collection activities will be performed:

- Investigate and obtain copies of geodetic control monumentation and rights-of-way mapping.
- Investigate the municipal land records to obtain copies of property maps, deeds and property owner names and addresses per the current Assessor's record.
- Request copies of all available maps and records indicating the location and size of utility lines and facilities.

Control survey activities will be performed as follows:

- Establish a network of horizontal control traverse which will serve as the basis for field survey. This network will be tied to NAD 83. Control points will be referenced by tie distances to nearby features. Traverse lines will be measured in the field using appropriate equipment and procedures so that the resulting error in position closure shall not exceed 1 part in 10,000 for primary control and 1 part in 5,000 for secondary control.
- Establish a network of vertical control tied to NAVD 88. A minimum of two project benchmarks will be permanent in nature and their description and location recorded to facilitate future recovery.

Boundary survey will be performed as follows:

- Locate all recoverable monumentation marking street lines.
- Compile existing rights-of-way and adjacent property boundaries on base mapping based on available maps and recovered monuments and property markers.
- Annotate names of adjacent property owners on base map.

Topographic survey and mapping will be performed within the limits previously described, collecting data regarding the location of existing physical features and representative ground elevations. Field data will be processed, and drafting performed to prepare mapping of the subject area depicting the following physical features:

- Contours of the ground surface at one-foot intervals extending to the survey limits.
- Spot elevations to the nearest 0.01 foot in an appropriate grid along sidewalks, curbs, gutter lines, edges and centerlines of paved roads, and edges of driveways and parking areas within survey limits.
- The horizontal and vertical geometry of the existing retaining walls, including breaks in alignment and grade.
- The locations of structures, steps, fences, and walkways.
- The perimeter of wooded areas and edge of watercourses.
- The location of wetland flags within 20 feet of the edge of road.
- The locations of ditches, channels, existing drainage pipes and culverts.
- The locations of utility poles, light standards, gate valves, utility access holes, and other evidence of utilities.
- The locations of drainage structures. Inverts will be captured for structures with removable grates or covers, unless the structures are silted in. Cleaning structures is excluded.
- The locations of signs and pavement markings.

### **Task 3 – Schematic Design**

The Tasks 1 & 2 analyses will serve as the basis for the schematic design task. We will conduct an alternatives analysis to identify and assess potential Intersection Improvements to facilitate the identification of the preferred improvements.

1. Conduct alternatives analysis for each intersection to consider the enhanced stop control, traffic signal, and roundabout options. The analysis will include a review of geometric constraints, proposed traffic operations, utility impacts, and relative costs.

2. Prepare a traffic control signal warrant analysis based on the Traffic Control Signal warrants set forth in the Manual on Uniform Traffic Control Devices. Based on the information known at this time we anticipate conducting a warrant assessment for Warrants 1 (8-hour), 2 (4-hour), and 7 (Crash Experience).
3. Because a roundabout at both study intersections is not anticipated, a full geometric concept design is not included. A limited roundabout feasibility determination at both study intersections will include capacity analysis using the Georgia Roundabout Analysis Tool and geometric fitment to define property impacts.
4. Review potential opportunities for pedestrian and bicycle accommodations along Cross Highway within the study area.
5. Prepare high-level conceptual design plans to present design alternatives for the enhanced stop control and signalization intersection improvements and sidewalk and bicycle facility improvements.
6. Meet with Town staff to select preferred alternative to advance to preliminary design.

#### **Task 4 – Preliminary Design**

Preliminary Design will move forward based on the preferred alternative (assumed to be two traffic signals and sidewalks through the project limits) and include the following:

1. Prepare preliminary design set of drawings in accordance with CTDOT Highway Design Manual, CTDOT Traffic Signal Design Manual (as applicable), CTDOT Form 818, and Town standards. We anticipate the Preliminary Design Drawings set will include the following sheets:
  - Cover
  - Legend, General Notes, & Abbreviations
  - Typical Sections
  - Construction Plans
  - Traffic Control Signal Plans – North Street and Bayberry Lane (if necessary)
  - Rectangular Rapid Flashing Beacon Plan
  - Erosion & Sedimentation Control Plans
  - Detail Sheets
2. Develop preliminary Opinion of Probable Construction Costs based on the Preliminary Design documents.
3. Meet with Town staff to review preliminary design plans.

**Task 5 –Permitting & Public Involvement**

Tighe & Bond will prepare permit applications for the Town's review and submittal based on the preliminary design. We anticipate that the project will require the following approvals:

- Town of Westport Planning and Zoning
  - Town of Westport Conservation Commission: Wetlands and Watercourse Permit
  - CTDOT Office of the State Traffic Administration Traffic Signal Permit (if necessary)
1. Tighe & Bond will request pre-application meetings with regulatory review agencies for presentation of project concepts to reviewers and to confirm which approvals are required. We have assumed up to two meetings.
  2. Tighe & Bond will present to Westport Boards and Commissions as part of the permit review process. The Town has requested that Tighe & Bond attend four meetings to support the permitting process.
  3. A public information meeting will be held following preliminary design to present the proposed improvements to the corridor stakeholders and receive their feedback.
  4. Depending on the impacts to adjacent property, meetings with specific stakeholders may be necessary. We have assumed up to two stakeholder-specific meetings will be conducted in support of the public outreach efforts.

**Task 6 – Final Design**

1. Tighe & Bond will advance the project to Final Design documents based on the Town's Preliminary Design review and the permitting process.
2. We will prepare a written response to Town comments received on the Preliminary Design to advise the Town how we incorporated your comments.
3. The Final Design submission will include the Final Design drawings, an updated opinion of probable costs, and Special Provisions. We have assumed that the project will utilize Town of Westport and CTDOT Form 818 technical specifications as the basis of the construction activities and that Special Provisions would supplement the standard specifications.

**Task 7 – Utility Coordination**

1. Tighe & Bond will coordinate with utility companies affected by the project. We will identify potential conflicts between the proposed design and the utilities following the completion of the Preliminary Design submission and provide this information to the Town and the utility companies.
2. One field meeting with utility companies is anticipated. Any follow-up will be performed with the individual utility companies via electronic correspondence or informal virtual meetings.
3. Design files will be sent to utility companies for use in preparing relocation plans.
4. Drawings received from utility companies showing existing and proposed facilities will be incorporated into the contract documents as "For Information Only" plans.

**Task 8 – Bid Phase Services**

1. Tighe & Bond will prepare final contract drawings and special provisions to facilitate the Town bidding the project. We will also compile and prepare "front end" contract documents including bid forms, instructions to bidders, general conditions, supplementary general conditions, and any appendices as may be required to supplement the Town's standard forms. We assume that the Town will provide Tighe & Bond with a recent bid package and all required Town forms to include in the bid manual.
2. During bidding we will answer Contractor questions and prepare and issue addenda, if needed. One addendum is anticipated to be adequate for a project of this size.
3. Following receipt of bids, Tighe & Bond will review and summarize bids submitted and provide a recommendation for award of contract. The bid analysis will consist of reviewing each Contractor's qualifications compared to the contract requirements and reviewing pricing to identify abnormalities.

**Task 9 – Easement Mapping & Documents**

Tighe & Bond will prepare property maps depicting property acquisitions and/or easements for the properties impacted by the proposed improvements. We have assumed 2 maps may be required in our pricing. Street lines, property lines and property ownership will be established as described in Task 2 above.

The Town or its designated representative will be responsible for communicating with the individual property owners, and for executing the property acquisitions shown on the property maps.

**Task 10 – Shop Drawing Review**

Tighe & Bond will review shop drawings, working drawings, and other Contractor submittals required per the contract documents.

**Phase II – Construction Engineering, Survey, and Observation**

As requested by the Town, Tighe & Bond has included the following services in Phase II of this proposal. Recognizing that the construction phase of this project is likely to occur in 2023, we are open to revisiting the scope of services, level of effort, and fee associated with Phase II to align our scope tasks with the Town's needs to support the construction phase of the project.

**Task 11 – Construction Administration**

Tighe & Bond's office staff will provide support for the project during construction. We will review and respond to issues that develop during construction and prepare and provide documentation associated with Contractor Requests for Information (RFI's) and Requests for Change (RFC's).



**Task 12 – Construction Observation**

Tighe & Bond will provide Construction Observation services utilizing qualified staff as required in the RFQ. We understand that all Inspection personnel assigned to the project must either be a Licensed Professional Engineer in Connecticut or possess a NICET Level 3 or higher certification in Transportation Engineering Technology / Highway Construction. Our services will include:

- Visual observation of construction operations performed by the Contractor and utility companies
- Coordination with our Licensed Land Surveyor to provide checking of project stakeout
- Coordination of material sampling and testing in conformance with the CTDOT "Construction Manual" by a NIST-NVLAP accredited Testing Agency
- Preparation and certification of construction orders and all partial, monthly, and final pay estimates
- Preparation of "as-built" plans, to be transferred to the Town upon completion of the project

**Task 13 – Construction Survey**

Tighe & Bond will provide horizontal and vertical control for the project utilizing a Connecticut Licensed Land Surveyor. Minimum control elements will include a project baseline referenced to NAD 83 Connecticut State Plane coordinates, and two benchmarks at either end of the project referenced to NAVD 88, Mean Sea Level. This information will be gathered during Phase I – Task 2 and provided on our design plans.

During construction, we will secure the services of a Connecticut Licensed Land Surveyor to provide checking of the project layout staking performed by the Contractor on an as-needed basis.

**Add-Alternate Services**

The following section generally describes additional services that are not part of our base proposal but may be required based on the Town's selection of the preferred improvement plan. These services will not be performed and invoiced without prior written approval from the Town. If the Town desires to include any of these tasks in our proposal, we can amend the Scope of Services and Fee accordingly and provide the Town with an updated proposal.

**Add-Alternate 1 – Wetlands Delineation, Reporting, & Additional Survey for Pedestrian Bridge**

Tighe & Bond will field-delineate wetland resource areas located at the project site and within regulatory setbacks identified in the Town of Westport's Waterway Protection Line Ordinance (WPLO) and Town's Inland Wetlands and Watercourses 100-foot upland review area. Wetlands will be identified, classified, and delineated with consecutively numbered survey tape or pin flags (wetland flags). In addition, a desktop review will be completed to identify and characterize wetland and environmental resource areas adjacent to the site:

We anticipate that the wetland flagging would take place prior to conducting the field survey in Task 2 so that the wetland delineation can be captured during the field work and shown on the project base mapping.

**Add-Alternate 2 – Structural Evaluation of Stone Culvert Bridge**

Tighe & Bond will review previous structural evaluations and perform an updated structural evaluation of the existing stone culvert bridge over Deadman Brook if requested by the Town.

**Add-Alternate 3 – Design of Standalone Pedestrian Bridge, Hydraulics & Permitting**

The Town may wish to move forward with a standalone pedestrian bridge adjacent the existing stone culvert bridge to provide pedestrian connectivity through the project corridor. This option would seek to span the floodway, but one abutment would touch down in the floodplain fringe south of the crossing, and as a result would require mitigation for lost storage volume and conveyance. Based upon a preliminary review of the topography and floodplain elevations, and the proximity of the driveway to the south, it may not be possible to raise the pedestrian bridge girders to one foot above the base flood elevation. Additionally, because the stone bridge overtops, elevating the pedestrian bridge deck above the roadway deck could adversely impact upstream flood elevations. We expect that a design exception would be required.

The Town's floodplain management requirements stipulate that an applicant must demonstrate that where a project encroaches into the floodplain, applicants are to show that the proposed improvements will not increase base flood elevations along the watercourse. Where any increase in the Base Flood Elevation cannot be confined to Town property, the Town would be required to purchase flooding rights. Channel and/ or hydraulic opening modifications may be required to maintain the existing base flood elevation. If the Base Flood Elevation is increased, a Conditional Letter of Map Revision (CLOMR) would be required to be submitted to FEMA. Our goal would be to minimize impacts to the floodplain such that only minor grading for compensatory storage would be required and to utilize the conveyance shadow of the bridge to make the bridge hydraulics as efficient as possible.

We have assumed that the Town has the hydraulic modeling files for Deadman Brook in electronic HEC-RAS format, which we would use as a starting point for our analysis. We will build upon the model and add additional cross sections, and/or modify existing cross sections to incorporate topography obtained from the project survey to create an existing conditions model of the crossing, then create successive proposed conditions models to evaluate potential bridge abutment and deck configurations.

We assume that we will use the flow rates developed in the Flood Insurance Study for design. We will compare hydrology from other sources to confirm that there are no significant differences which would necessitate design for a higher discharge rate than what is published in the FIS. We will use HEC-RAS to determine the impact of the proposed crossing improvements on the water surface elevation. Furthermore, HEC-RAS will also be used to assess compliance with the Town's floodplain management regulations for compensatory storage and equal conveyance.

Our analysis will also include a scour evaluation for abutment, pressure and contraction scour. The design will be in accordance with HEC-18, and as modified by the CTDOT Drainage Manual for abutment scour (Modified Froehlich Equation). Velocities and flow distributions would be taken from the HEC-RAS model. Similarly, if needed, where revetment stabilization is warranted, we will utilize HEC-23 to evaluate the stability of revetment lining materials. The scour analysis will inform the foundation design of the proposed structure to provide adequate scour countermeasures. Assuming that the pedestrian bridge will be partially funded through a CTDOT funding program, we would need to apply from a Floodplain Management Certification through CTDOT's FMC Memorandum of Understanding process with CTDEEP.

Additionally, the pedestrian bridge work would occur within wetland setback lines and the WPLO regulatory lines established by the Town of Westport, and would require review by the Town's Conservation Commission. The pedestrian bridge work may or may not encroach into wetland areas, which will be determined after a wetlands delineation is performed. Provided that the work directly disturbs wetland areas, additional permitting from the U.S. Army Corps

of Engineers Connecticut General Permit, GP#18 for Watercourse Crossings, and a 401 CTDEEP Water Quality Certification will be required. Depending on the extent of disturbance, the project may be eligible for a Self-Verification Notification or may require approval under the Pre-Construction Notification Process. For the purposes of this Add-Alternate, we have conservatively assumed that the Pre-Construction Notification Process will be required. As part of the UASCE permitting process, a project consultation form will need to be filed with the State Historic Preservation Office and the U.S. Fish and Wildlife Service. CTDEEP's December 2021 Natural Diversity Database Map does not show any species of concern known in the project area.

The design of the standalone pedestrian bridge is assumed to be based on developing the design of a prefabricated structure that would be set on spread footings. The design tasks, while not specifically defined in detail in this Add Alternate would include geotechnical investigations and design, structural design of the bridge abutments on spread footings, and working with the Town and a prefabricated bridge manufacturer to define the aesthetics of the structure. If the Town desires to proceed with the design of a standalone pedestrian bridge, a more detailed scope of services and associated fees will be provided.

## **Assumptions and Excluded Services**

In an effort to provide you with a reasonable fee for the requested services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following section describes our assumptions and those services that are not included in our proposal. If these services are desired by the Town of Westport, we will modify our proposal accordingly to meet your needs. Any modifications to the Scope of Services and cost changes that occur following the execution of an agreement shall be by a written change order signed by both parties.

- Improvements to the Cross Highway intersections with North Avenue and Bayberry Lane are assumed to be limited to enhanced stop sign control or installation of new traffic signals. An initial review of the intersection layouts and approximate right-of-way information from the Town of Westport Geographic Information System (GIS) suggests that modern roundabouts would be geometrically challenging and result in significant property impacts requiring partial takes and easements. The feasibility of modern roundabouts further discussed during our interview and our takeaway from the conversation that while the Town has a favorable view of roundabouts, the significant impacts associated with the project intersections would render roundabouts not feasible. Therefore, based on our review and the discussions during the interview design of modern roundabouts is excluded.
- The wetland delineation in Add Alternate 1 is limited to the area immediately adjacent to the stone culvert bridge over Deadman Brook. If the hydraulic studies result in the Town pursuing flood mitigation improvements along Deadman Brook, Tighe & Bond will provide an amendment to provide the additional design and permitting services associated with developing the design documents for those improvements.
- We have assumed that Tighe & Bond will provide the Town with property maps, if required, and the Town will be solely responsible for executing and completing the property acquisition process. We have assumed up to two maps in our proposed fee.
- We have assumed that the limited scope of the sidewalk improvements proposed along
- Illumination design and landscape architecture is excluded.

- We have assumed that the only potential utility relocations involved with this project would involve relocating utility poles and that all utility relocation design would be the responsibility of the facility owner. Tighe & Bond's role is limited to coordinating with affected utility companies to engage them in the project and to obtain their relocation documents for incorporation in the bid documents.
- If tests pits are needed to confirm the locations of existing underground facilities, we have assumed those will be performed by the respective utility companies. Additional field survey for test pits is not included. Locations of existing facilities exposed by test pits shall be captured by the subject utility companies using ties to surveyed features.
- Geotechnical engineering services are excluded.
- Environmental services are excluded.
- Phase II - Construction Engineering, Survey, and Observation estimates scope and fees for the Base Proposal only. Phase II services for the design provided within the Add-Alternates is not included.
- Permits beyond those described in the proposal are excluded. We recommend that Tighe & Bond and the Town meet following the completion of Schematic Design to better define the comprehensive permitting requirements for the project and amend our fee as appropriate. Permit fees are excluded. We assume that permit fees will be paid directly by the Town.
- Additional meetings beyond the number included in the scope of services are excluded.
- Services not explicitly described in the Scope of Services are excluded.

## Fee

Tighe & Bond will perform **Phase I Services** for a lump sum fee of \$180,000, invoiced monthly based on percentage complete. **Phase II Services** can be provided on a time and materials basis, and we have estimated a fee of \$63,700 for those services. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Tighe & Bond anticipates executing an agreement with the Town of Westport based on previously negotiated Terms and Conditions on other recent assignments. If our proposal is acceptable, we will modify a recent agreement to address this project's details and coordinate with the Town Attorney.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the Town a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line-item budgets. The fees for Add-Alternates are also provided below.

<b>Phase I – Design Development, Permitting and Bidding (Base Proposal)</b>		
1.	Data Collection, Traffic Analysis, & Traffic Study Report	\$18,000
2.	Field Survey	\$21,000
3.	Schematic Design	\$20,000
4.	Preliminary Design	\$48,000
5.	Permitting & Public Involvement	\$22,000
6.	Final Design	\$23,000
7.	Utility Coordination	\$4,000
8.	Bid Phase Services	\$10,000
9.	Easement Mapping & Documents (\$2,000 per map - 2 Maps)	\$4,000
10.	Shop Drawing Review	\$10,000
<b>Total Fee, Phase I (Base Proposal) Total</b>		
<b>Phase II - Construction Engineering, Survey, and Observation</b>		
11.	Construction Administration 8 hours/week for 16 weeks at \$150/hour rate	\$19,200
12.	Construction Observation 20 hours/week for 16 weeks at \$125/hour rate	\$40,000
13.	Construction Survey 3 Survey Crew Days at \$1,500	\$4,500
<b>Estimated Fee (Base Proposal), Phase II</b>		<b>\$63,700</b>
<b>Add-Alternate Services</b>		
Add-Alternate 1 – Wetlands Delineation, Reporting, & Additional Survey for Pedestrian Bridge		
Add-Alternate 2 – Structural Evaluation of Stone Culvert Bridge		
Add-Alternate 3 – Design of Standalone Pedestrian Bridge, Hydraulics, & Permitting		

## **Schedule**

We will commence work on this project upon receipt of an executed proposal (per the Acceptance section below) which we will identify as the formal notice to proceed. We anticipate completing the scope of services described herein within the timeline outlined in the attached schedule and as outlined below:

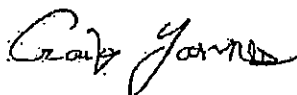
Proposal Acceptance and NTP	September 15, 2022
Traffic Study & Schematic Design	February 15, 2023
Preliminary Design	July 15, 2023
Final Design	January 15, 2024
Construction Contract Solicitation	February/March 2024
Construction Contract NTP	April 2024

The schedule noted above is based on the schedule presented in the original proposal and is contingent on executing an agreement with the Town following the Town securing funding for the assignment. The schedule also assumes accelerated review of project deliverables with timely input from project stakeholders, including the Town, public and private utilities, and permitting agencies. The construction phase of the project is contingent upon the Town identifying construction funding and the timeline for construction is provided for comparative purposes only.

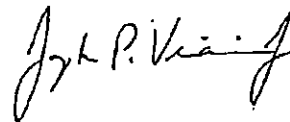
The main person responsible for this effort will be Craig Yannes serving as the Project Manager. Christopher Granatini will represent Tighe & Bond as Project Director. If you have any questions or comments, please do not hesitate to contact us. We look forward to continuing our work with you on this project.

Sincerely,

**TIGHE & BOND, INC.**



Craig D. Yannes, PE, PTOE, RSP1  
Project Manager  
(203) 712-1114  
[cdyannes@tighebond.com](mailto:cdyannes@tighebond.com)



Joseph P. Vlamari  
Senior Vice President

Enclosures: Project Schedule

<https://tighebond.sharepoint.com/sites/WestportCrossHighway/Shared Documents/2022-07-15 Cross Highway Fee Proposal.docx>

September 1, 2022

BACK UP MATERIAL  
RTM ITEM # 3

The RTM Public Protection, Finance, and Public Works Committees met on August 31, 2022, via Zoom to discuss and vote to recommend to the full RTM on the following appropriation –

“To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Director of Public Works, to approve and appropriation of \$313,500.00 to the Capital and Non-Recuring Account for a Traffic Study of the Cross Highway School Zone between North Avenue and Bayberry Lane.”

Attendance - Finance Committee: Seth Braunstein Chair, Nancy Kail, Donald O’Day, Noah Hammond, Rachel Cohn, and Jessica Braun. Public Protection: James Izzo Chair, Richard Lowenstein, Noah Hammond, Karen Kramer, Candace Banks, Andrew Colabella, Louis Mall, Salvatore Liccione, and Claudia Shaum. Public Works: Lori Church, Peter Gold, Richard Lowenstein, Donald O’day, Jack Klinge, Christopher Tait, and Andrew Colabella.

Peter Rakiewich- Director of Public Works, Jeff Weiser RTM Moderator, Kristen Schneeman, and Danielle Dobin Planning and Zoning Chair.

Mr. Rakiewich gave an excellent presentation, pointing out that this project has been in the town capital plan long before our recent district traffic meetings. The main reason for the study is high accident numbers in a school zone with two schools. This intersection has had many residents, not only neighbors, concerned about the high accident rate and the safety of our kids and motorists. The study will include the bridge at Dead Man’s Brook as well.

The three committees had a healthy debate with many questions - police enforcement, careless driving, additional sidewalks for pedestrian safety, better bike lanes, type and time of accident review, round abouts, etc.

After two hours plus of great questions, suggestions, and of course opinions – motions were made to come to a vote to recommend to full RTM by all 3 committees. Finance motion Nancy Kail, second Noah Hammond. Public Protection motion Salvatore Liccione, second Andrew Colabella. Public Works motion -Christopher Tait, second Don O’Day.

The Vote- Public Protection 7-1 to recommend RTM approval Lowenstein – NO  
Public Works 5-2 to recommend RTM approval Lowenstein and Klinge NO  
Finance 4-0 lost quorum (Cohn and Braum left meeting before vote)

Respectfully Submitted,

James Izzo – Chair RTM Public Protection Committee





**WESTPORT<sup>SM</sup>**  
CONNECTICUT

Jennifer S. Tooker, First Selectwoman

BACK UP MATERIAL  
RTM ITEM # 4

RECEIVED FOR RECORD  
WESTPORT TOWN CLERK

2022 AUG 31 P 4:08

*J. Dunkerton*  
JEFF DUNKERTON

TO: Jeff Wieser, RTM Moderator  
Jeff Dunkerton, Town Clerk

FROM: Jennifer S. Tooker, First Selectwoman

DATE: August 31, 2022

RE: Request for Appointment Long Lots School Building Committee

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Kindly place the attached request on the upcoming Representative Town Meeting agenda as it relates to the establishment of a Long Lots School Building Committee and for the RTM to appoint members to same.

Thank you.

**RESOLVED:** That upon the request of the First Selectwoman, a Long Lots School Building Committee (the “Committee” or “LLSBC”) is hereby established in order to meet the following goals (the “Goals”):

1. In consultation with Building Envelope Engineers, MEP Engineers and other available information (i.e., Antinozzi, Colliers, Tools for Schools, Maintenance Committee reports, etc.), evaluate the existing conditions of the Long Lots Elementary School building envelope, MEP systems and site conditions.
2. Provide feasibility studies for both a new build and renovate as new options inclusive of cost and schedule.
3. Provide a recommendation to the First Selectwoman regarding a course of action for either a new build or renovate as new (the “Project”).
4. Execute the Project as approved by the Town Boards.

**FURTHER RESOLVED,** that the Committee shall have the following powers:

1. To determine the scope of work and timing of the Project, and to prioritize the scope of work to accomplish the Goals in an expeditious manner, incorporating the Board of Education’s educational specifications for the building into the scope of work as appropriate.
2. To report to the First Selectwoman or her designee for overall Project management on at least a monthly basis.
3. To confer as necessary with the BOE and all appropriate Town boards, commissions, committees, departments and officials regarding the Project;
4. To request appropriations for the Project from the Board of Finance and the Representative Town Meeting (the “RTM”).
5. To select, hire, and oversee such project managers, construction managers, contractors, professionals and other third parties as the Committee may deem necessary to plan, design, manage, and execute all aspects of the Project.
6. To present all contracts for the Project to the Board of Selectwomen for approval and for execution by the First Selectwoman.
7. To review and recommend to the First Selectwoman all expenditures for the Project.
8. To determine, in consultation with professionals, Town departments and officials and the Board of Education, when the Goals of the Project have been completed and the building is ready for use for educational instruction.
9. To take such other action as may be necessary in order to implement and complete the Project.

**FURTHER RESOLVED,** that

1. The Committee shall consist of five (5) voting members. Two additional members, one (1) Board of Education member and one (1) Town of Westport employee representing the Administration, shall serve in a non-voting, ex-officio capacity.

2. The RTM shall appoint members to the Committee, with the recommendation of the First Selectwoman.
3. If there is a vacancy on the Committee, the remaining members of the Committee shall continue to function as the entire Committee, and the RTM shall appoint successors with the recommendation of the First Selectwoman.
4. The Committee, once the Project has been determined by the funding bodies, may elect to add additional members whose expertise may be beneficial to the outcome of the Project. These new members shall be presented to and recommended by the First Selectwoman to the RTM for approval.
5. Committee members may resign by submitting a written resignation to the Town Clerk and the First Selectwoman.
6. The Committee shall choose its Vice Chair and Secretary.
7. The term of the Committee shall begin upon adoption of these resolutions and end when the Certificate of Occupancy for the Project is issued.
8. Committee members shall serve without compensation. The architects and engineers serving on the Committee are not engaged to provide professional services to, and will have no professional duties to, the Committee, the Town or the Board of Education.
9. The Committee shall be a public agency.
10. The Committee will use good faith efforts to accomplish the Goals in an expeditious manner, understanding that there may be delays due to circumstances beyond their reasonable control.

**FURTHER RESOLVED**, that at the request of the First Selectwoman, the following individuals are hereby appointed to the Committee:

Jay Keenan, Chair  
Tim Wetmore  
Joe Renzulli  
Don O'Day  
Srikanth Puttagunta  
Liz Heyer, ex-officio  
John Broadbin, ex-officio

## **PROPOSED MEMBERS LONG LOTS SCHOOL BUILDING COMMITTEE**

**Tim Wetmore, RA** – Registered Architect CT & NY. Senior Project Manager G3 Architects with over thirty years of design/construction experience. Town roles include: former member Staples High School & Long Lots Building Committees, former Westport Representative to the Southwestern Regional Planning Association (SWRPA), former Town of Westport Planning & Zoning Commissioner, current President of Westport Sunrise Rotary 21<sup>st</sup> Century Foundation.

**Joe Renzulli** – Electrical Engineer at Altieri Sebor Wieber with over 30 years of design/construction experience. Town roles include: Vice Chairman of the Town of Westport’s Maintenance Study Committee, Member of the Coleytown Middle School Building Committee, former member of the Coleytown Middle School Task Force, former member of the Saugatuck Elementary School Building Committee and former member of the Bedford Middle School Building Committee.

**Srikanth Puttagunta, PE** – Licensed Mechanical Engineer in CT, MD, MA, NY & NJ, CEO Steven Winter Associates with 20 years of experience designing and evaluating HVAC systems, energy efficiency and building science in new and existing buildings. Town roles include: member of the CMS Building Committee whose technical expertise on HVAC systems and building science proved integral during the process of evaluating and renovating the existing facility, former member of the CMS Task Force.

**Don O’Day** – Retired Citibank Managing Director. Positions included Chief Financial Officer for Citi’s Home Equity business and CitiMortgage’s Chief Administrative Officer. Town roles include current Chairman of the CMS Building Committee, former Chairman of the Westport Board of Education and current RTM Member.

**Jay Keenan, RA** – Registered Architect CT & NY, Partner at DGK Architects with over thirty years of design/construction experience. Town roles include: member Coleytown Middle School Building Committee, former member Coleytown Middle School Task Force, former member Kings Highway Air-Quality Building Committee, former member Staples High School Building Committee, former member Bedford Middle School Building Committee, former member Town of Westport Maintenance Study Committee, former Trustee Earthplace, current nine term RTM Member.

### **Non-Voting Ex-Officio Members**

Town of Westport Representative:

**John Broadbin, RLA** – Registered Landscape Architect in Connecticut, Member of the American Society of Landscape Architects, Appointed as Deputy Director of Westport Public Works in December of 1991. Prior positions: Deputy Director of Public Works for the City of Bridgeport, Construction Manager for A.J. Julian Construction Co., Construction Manager for Dinardo Enterprises, Landscape Architect for Kasper Associates Engineers, Architects, Surveyors, Member of and Town Coordinator for the Coleytown Middle School Building Committee.

Board of Education Representative:

**Liz Heyer** – current Board of Education Member and chairwoman of Board of Education Finance & Facilities Committee.

**Tentative Agreement**  
**Between**  
**The Town of Westport**  
**And**  
**Council #4, AFSCME, AFL-CIO, Local 1303-385, Public Works**  
**June 30, 2022**

The Town of Westport and Council #4, AFSCME, AFL-CIO, Local 1303-385, Public Works hereby reach a Tentative Agreement on the terms of a successor agreement to commence July 1, 2022. The negotiating committees for the Town and Union agree to recommend that the Tentative Agreement be ratified.

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Town #1	<b>Article V, Wages and Benefits</b> Section 4(c) Premium Share 7/1/22: 14% 7/1/23: 15% 7/1/24: 15.5% 7/1/25: 16%
	Section 5(a) Prorate deductible contribution for new hires
Town #4	Add Overtime Policy MOU as Schedule D
Town #5	Add Meals Reimbursement MOU as Schedule E. Money is earned in prior year and issued in current year.
Town #6	Add Personal Leave MOU as Schedule F  Add Clothing Allowance MOU as Schedule G  Add After Storms MOU as Schedule H
Union #1	<b>Article XXII, Effective Date</b> July 1, 2022 – June 30, 2026
Union #2	<b>Article V, Wages and Benefits</b> 7/1/22: 2.75% 7/1/23: 2.75% 7/1/24: 2.85% 7/1/25: 2.85%  Add Treatment Plant Lab Tech to Pay Grade IV

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Union #4	<b>Article IV, Hours of Work</b> Section 2: keep current language, except add \$50.00 to each award on ratification, accrued sick leave shall be: 30 days (5-9 years of service); 50 days (10 to 14 years of service); 75 days (15 to 20 or more years of service).
Union #5	<b>Article VI, Meal Reimbursement</b> Section 1, as proposed by Union
Union #6	<b>Article VII, Paid Holidays</b> Section 1, add Juneteenth
Union #7	<b>Article IX, Leave Provision</b> Section 1: Agree with Union proposed language provided we add to Section "Employees may only request full pay under this section on one occasion."
Union #9	<b>Article XI, Safety and Health</b> Section 3: Clothing Allowance \$600  Section 3: Clothing Allowance, add "clothing allowance shall be used in the current fiscal year in which it is received"
Union #12	<b>Article XX, Work in Higher Classification</b> Whenever an employee is assigned to take over the duties of another in a higher classification for <del>five-(5)-three</del> (3) days or more due to that employee's absence on sick leave or injury leave (not vacation leave), such employee shall be compensated at the appropriate step of ....
Union #15	<b>Article, Longevity, [NEW]</b> As proposed by the Union. 5-10 years    \$300/year 11-15 years   \$500/year 16-20 years   \$700/year 21-25 years   \$900/year
Union #16	<b>Article V, Wage and Benefits, [NEW]</b> Employees who elect not to take the Town's health insurance and are not on the Town's plan, shall receive the following stipend every second pay period of July:  Single            \$1,000.00 Plus One        \$2,000.00 Family           \$3,000.00

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Union #18     Add Class A CDL Stipend

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Union #21     **Article XXII, Pension Plan, [NEW]**

Parties to enter into separate Pension Agreement providing that the term of the Public Works Employees' Pension Fund of the Town of Westport shall be July 1, 2022 through June 30, 2029, with a reopener to negotiate employee contributions to the plan effective July 1, 2023. The term continues year to year after June 30, 2029, if neither party gives written notice to the other party at least 60 days prior to June 30 of its intent to negotiate the plan.

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Union #20     **Job Classifications:** remove Steps 1 and 2 for Job Classifications I - V.  
Move current employees on Step 1 and Step 2 to Step 3.  
Move employees with less than five years but above current Step 2 up one Step.

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September 1, 2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF WESTPORT

AND

COUNCIL #4, AFSCME, AFL-CIO

LOCAL 1303-385

PUBLIC WORKS

JULY 1, ~~2018~~ 2022 TO JUNE 30, ~~2022~~ 2026

TABLE OF CONTENTS



<u>ARTICLE</u>	<u>ITEM</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION .....	1
ARTICLE II	DUES CHECK OFF .....	1
ARTICLE III	EMPLOYEE STATUS .....	2
ARTICLE IV	HOURS OF WORK .....	3
ARTICLE V	WAGES AND BENEFITS .....	5
ARTICLE VI	MEAL REIMBURSEMENT .....	7
ARTICLE VII	PAID HOLIDAYS .....	7
ARTICLE VIII	VACATIONS .....	8
ARTICLE IX	LEAVE PROVISIONS .....	9
ARTICLE X	GRIEVANCE PROCEDURES .....	12
ARTICLE XI	SAFETY AND HEALTH .....	13
ARTICLE XII	NO STRIKE OR LOCKOUT .....	14
ARTICLE XIII	UNION SECURITY .....	14
ARTICLE XIV	PRIOR PRACTICES .....	15
ARTICLE XV	SAVINGS CLAUSE .....	15
ARTICLE XVI	NO DISCRIMINATION .....	15
ARTICLE XVII	MANAGEMENT RIGHTS .....	15
ARTICLE XVIII	SUBCONTRACTING .....	16
ARTICLE XIX	WATER POLLUTION CONTROL FACILITY .....	16
ARTICLE XX	WORK IN HIGHER CLASSIFICATION .....	16
ARTICLE XXI	PENSION PLAN .....	17
ARTICLE XXII	EFFECTIVE DATE .....	18
SCHEDULE A	PRODUCTIVITY AND SERVICE AWARD .....	19
SCHEDULE B	SALARY SCHEDULES .....	20
SCHEDULE C	DEFINED CONTRIBUTION PLAN SUMMARY .....	25

AGREEMENT made this \_\_\_\_\_ day of May \_\_\_\_\_, 2019-2022 by and between the TOWN OF WESTPORT, CONNECTICUT (hereinafter referred to as "TOWN") and Council #4, Local 1303-385 AFSCME, AFL-CIO (hereinafter referred to as "UNION").

WHEREAS, the parties, pursuant to a certification dated June 17, 1983, issued by the Connecticut State Labor Relations Board, have concluded negotiations on all matters properly subject to collective bargaining;

NOW, THEREFORE, the parties agree that this Agreement is designed to maintain and promote a harmonious relationship between the TOWN and its employees who are within the provisions of this contract in order that more efficient and progressive public service may be rendered; and, further, it is mutually agreed as follows:

## **ARTICLE I RECOGNITION**

The TOWN recognizes the UNION as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full time and regular part time employees employed by the TOWN in the Highway, Building Maintenance, Equipment Maintenance, Solid Waste and Sewer Divisions of the Public Works Department, excluding however Superintendents, Assistant Superintendents, seasonal employees and other supervisory employees as defined by the appropriate Connecticut State statutes. Regular part time employees are defined to include only those employees employed on an annual basis to work twenty (20) or more hours per week on a continuous and regular work schedule. Part-time employees employed to work less than (20) hours per week are specifically excluded from the coverage of this Agreement.

## **ARTICLE II DUES CHECK OFF**

### **SECTION 1. DEDUCTIONS AND UNION MEMBERSHIP**

The TOWN agrees to deduct from the paycheck of each employee, who has agreed to join the UNION and has voluntarily signed an authorized payroll deduction card, a sum, certified by the President of the UNION, as UNION dues. Deduction will be made from the payroll periodically as specified on the card and total dues shall be delivered to the authorized bank as designated by the UNION. Each deduction shall be made from the first payroll of each month except when the employee is not on the payroll for that period. The TOWN shall not be responsible for deducting any member's dues if he/she is not on the payroll during the specific deduction payroll period.

The UNION agrees to save the TOWN harmless for any loss, damage or expense arising from the application of the provisions of this Article.

## **ARTICLE III EMPLOYEE STATUS**

### **SECTION 1. PROBATIONARY PERIODS**

All new hires in Highway, Equipment Maintenance and WPCA shall be required to have a Connecticut Commercial Driver's License, (CDL). All other new hires shall be required to have a CDL if required by Job Description.

New employees shall have a probationary period of six (6) months, after satisfactory completion of which they shall be classified as permanent employees. New employees shall not be entitled to benefits during their probationary period except for the following: a) holiday pay for those holidays specified in Article VII which may occur during said probationary period, b) earned vacation according to Article VIII, Section 1 and c) sick leave earned during the probationary period at the rate of one (1) day per month. During the probationary period, employees may be terminated with or without cause and without recourse to the grievance and arbitration provisions of this Agreement. According to ARTICLE III, SECTION 6 the probationary period for a promotion shall be three (3) months.

### **SECTION 2. SENIORITY**

Each July 1 the TOWN shall submit to the UNION lists of permanent employees by Division showing their seniority in time of service with the TOWN and their current pay grade. For purposes of layoff and bumping rights, seniority shall be defined as length of service in the bargaining unit and shall include probationary periods.

### **SECTION 3. LAYOFFS**

- a) In the event of a reduction in the work force or the abolishment of a position, the employee with the least seniority within the classification in the Division shall be laid off first. A Laid off employee has the right to bump a less senior employee in an equivalent or lower classification within the bargaining unit, provided he/she is qualified to perform the required work. In the case of an employee who bumps, it is understood that such employee shall have his/her seniority rights and recall rights as if he/she had accepted a layoff.
- b) A laid off employee shall have recall rights for a period of one (1) year from the date of Layoff. Such recall rights shall be based on seniority (i.e., last laid off, first reinstated). Recall rights shall apply to the Division from which the employee was laid off.
- c) If a vacancy exists in a Division for which no employee is on recall, then all laid off employees may apply, except that if an employee is on layoff from a position in one Division and the classification in a different Division is vacant, that employee, if qualified, shall have preference based on seniority. Such recall shall be subject to a six (6) month probationary period.

**SECTION 4. DISCHARGE**

No permanent employee shall be discharged except for just cause.

**SECTION 5. NOTICE OF VACANCY**

Notice of vacancies for any positions covered by this Agreement shall be posted on the bulletin board of each division in the bargaining unit, at least five (5) working days prior to any other public announcement or posting in other Departments in TOWN.

**SECTION 6. PROMOTIONS AND NEW POSITIONS**

Present employees who apply for a vacancy or a new position within the bargaining unit shall be considered prior to all other candidates. In filling a vacancy or a new position, qualifications and bargaining unit seniority shall be considered. The senior employee who applies and who has the necessary qualifications shall receive the promotion, subject to a three (3) month trial period.

Any promoted employee who fails the three (3) month probationary period shall be returned to his/her former position without loss of seniority; and the promotional vacancy shall be re-posted.

**ARTICLE IV  
HOURS OF WORK**

**SECTION 1. NORMAL WORK WEEK**

The normal workweek for all regular full time employees shall be a five- (5) day, forty- (40) hour work week from Monday through Friday for fifty-two (52) weeks of the fiscal year, exclusive of overtime. Daily hours for such forty- (40) hour employees shall be from 7:00 a.m. to 3:30 p.m., including a one-half (1/2)-hour meal period. All wages shall be paid through direct deposit.

**SECTION 2. OVERTIME**

- a) Work performed by regular full time employees beyond eight (8) hours in any one (1) day or forty (40) hours in any week shall be compensated at one and one-half (1 ½) times the regular hourly rate of pay.
- b) Work performed by regular full time employees on Sunday or on a holiday, shall be compensated at two (2) times the regular hourly rate of pay.

**SECTION 3. DISTRIBUTION OF OVERTIME**

- a) All overtime work shall be distributed equally among eligible employees as far as is practicable within classification. A list of specified employees shall be established weekly for possible emergency assignments to be available on call. This list does not apply to general call for storm assignments. An employee summoned for emergency assignment who refuses to come in shall be dropped to the bottom of the emergency assignment list. Employees refusing to report for a general call for emergency assignment without legitimate excuse shall be subject to proper disciplinary action.

- b) When overtime is necessary on a weekend, (other than emergency) and those on the overtime list or qualified volunteers are not available, then the TOWN has the right to require the work to be performed by qualified employees in the inverse order of the appropriate seniority list. Such notice shall be given no later than the end of the workday of the proceeding Thursday.

#### **SECTION 4. EMERGENCY CALL-IN**

An off-duty employee called for emergency work shall be given a minimum of three (3) hours at one and one-half (1 1/2) times his/her regular rate of pay. This does not include scheduled early starts or extension of the workday. In the case of unscheduled early starts related to weather emergencies, the Superintendent or Foreman may, at his or her discretion dispatch available personnel as they become available without the three-hour minimum. Employee shall be compensated for one and one half hours, at time and one half if available before 6:45 AM.

#### **SECTION 5. AFTER STORMS**

An employee sent home after working long hours in storms or any other general emergency before the end of a normal work day shall receive the full pay for that workday. Any essential service of the TOWN must be covered. The Town reserves the right to relieve and replace a crew that has worked 16 consecutive hours for a period of up to eight (8) hours before returning to work.

#### **SECTION 6. STANDBY**

WPCA Division Only: An assigned off-duty employee will be designated each week to respond to a cell phone call for emergency work. Said employee is responsible to respond to or ensure adequate response to an emergency call received during his/her designated week. Said employee will be compensated four (4) hours pay at time and one half (1 ½) for the week assigned to Standby status unless said employee fails to report for an emergency.

Building Maintenance Division Only: An assigned off-duty employee will be designated each week to respond for emergency work. Said employee is responsible to respond to an emergency call received during his/her designated week. Said employee will be compensated four (4) hours pay at time and one half (1 ½) for the week assigned to Standby status unless said employee fails to report for an emergency.

At the Superintendent's discretion in the absence of the superintendent, an employee who is required to be on call 24/7 shall receive four (4) hours at time and one half pay for every week on call, prorated to the closest ½ hour. Should said Employee be required to respond to an emergency, he or she will receive three (3) hours pay at time and one half in addition to the standby pay.

**ARTICLE V  
WAGES AND BENEFITS**

**SECTION 1. WAGES**

Wages during the term of this agreement shall increase as follows:

<u>20182022-20192023</u>	<u>2.252.75%</u> (retroactive)
<u>20192023-20202024</u>	<u>2.502.75%</u>
<u>20202024-20212025</u>	<u>2.502.85%</u>
<u>20212025-20222026</u>	<u>2.502.85%</u>

Annual wages effective for the Fiscal Years covered by this Agreement for the classifications covered by this Agreement are set forth in the Wage Schedules attached hereto as **Schedule B**.

**SECTION 2. PRODUCTIVITY AND SERVICE AWARDS**

An employee shall be eligible for an award bonus if he/she has met the criteria for the program as described in Schedule A.

**SECTION 3. INCREMENT FORMULA**

- a) An employee hired prior to January 1, in any fiscal year shall be entitled to a full step in the applicable salary schedule on the following July 1; an employee hired between January 1, and March 31 in any fiscal year shall be entitled to a one-half (1/2) step in the applicable salary schedule on the following July 1<sup>st</sup> and shall be entitled to one and one-half (1 ½) steps the following July 1 and an employee hired between April 1 and June 30 shall not be entitled to a step increase on the next following July 1. In no event, shall a step increase for any employee exceed the top step of the applicable salary schedule.
- b) A promoted employee shall be placed in the appropriate salary grade at a step, which is closest to and greater than his/her current rate of pay.
- c) A demoted employee shall be placed in the appropriate salary grade at a step, which is closest to but not greater than his/her current rate of pay.

**SECTION 4. MEDICAL, DENTAL AND VISION**

- a) The Town shall offer a High Deductible Health Plan (HDHP) with deductibles of \$2,000 (individual)/\$4,000 (dependent) funded 50% by the TOWN into a health savings account. The TOWN's share of the deductible shall be funded July 1 of each year. Employees leaving midyear shall be required to repay a prorated portion of the deductible.

Employees shall contribute towards the cost of the HDHP plan as follows:

<del>7/1/18-22 -</del>	<del>41</del> 14%
Upon ratification <del>7/1/23 -</del>	<del>42</del> 15%
<del>7/1/20-24 -</del>	<del>43</del> 15.5%
<del>7/1/24-25 -</del>	<del>44</del> 16%

- b) The Blue Cross Flexible Dental Plan for the individual plus one. An employee may secure coverage for other dependents at his/her own expense. The Dental Benefit shall be \$1,500 per individual per calendar year.
- c) The Town shall reimburse the employee \$100 for hardware (glasses, frames or contacts) per fiscal year for employees only. Employee must provide a receipt to the Personnel Department for the payment.
- d) The Town reserves the right to change health plans or carriers, provided the replacement plan is substantially equal on an overall basis in terms of benefits.

**SECTION 5. NEW HIRES AND REGULAR PART-TIME EMPLOYEES**

- a) New hires shall not be eligible for the benefits under SECTION 4 MEDICAL AND DENTAL, and SECTION 8 LIFE INSURANCE until the first of the month following the completion of their respective probationary periods in the case of dental and life, and on the first of the month following completion of 60 calendar days of employment in the case of medical insurance, which would include the Town's prorated deductible contribution at that time.
- b) Regular part time employees, who apply, shall be eligible for the same plan, the High Deductible Health Plan (HDHP) with deductibles of \$2,000 (individual)/\$4,000 (dependent) funded 50% by the TOWN into a health savings account with the cost of the individual coverage being assumed by the TOWN, but such part time employees shall not be eligible for dependent coverage except at their own expense.

**SECTION 6. LIFE INSURANCE**

The TOWN shall provide and pay for group life insurance (with Accidental Death and Dismemberment Coverage) for each employee equal to one times that employee's base salary, rounded to the nearest one thousand dollars to a maximum of \$50,000.

**SECTION 7. INSURANCE WAIVER**

Employees who elect not to take the Town's health insurance and are not on the Town's plan, shall receive the following stipend every second pay period of July:

<u>Single</u>	<u>\$1,000.00</u>
<u>Plus One</u>	<u>\$2,000.00</u>
<u>Family</u>	<u>\$3,000.00</u>

**ARTICLE VI  
MEAL REIMBURSEMENT**

**SECTION 1. MEALS PROVIDED**

The TOWN shall provide ~~tickets~~ debit cards for meals during emergency duty duly authorized by the Director of Public Works or the appropriate Division Superintendent as follows:

- a) When an employee is required to work through the noon meal period.
- b) When an employee is required to work through the 6:00 p.m. meal period
- c) When an employee is required to work through the midnight meal period.
- d) When an employee is required to work through 6:00 a.m. meal period.

Notwithstanding the above, the TOWN and UNION officers can mutually agree to have meals provided to employees during emergency duty in lieu of providing ~~meal ticket~~ debit card. The value of such meals will be approximate to the allowance set forth in Section 2.

**SECTION 2. ALLOWANCE**

The maximum allowance for each meal shall be as follows: Breakfast \$4.50 Lunch \$7.00, Dinner \$8.00 and midnight meal \$7.00.

**SECTION 3. EMERGENCY DUTY**

Emergency duty must be authorized by the Director of Public Works or the appropriate Division Superintendent.

**ARTICLE VII  
PAID HOLIDAYS**

**SECTION 1. HOLIDAYS**

Employees shall be paid for and have the following days off as holidays:

Independence Day	Day before Christmas	Martin Luther King Day
Labor Day	Christmas Day	President's Day
Columbus Day	Veterans Day	Memorial Day
Thanksgiving Day	Day Before New Year's Day	<u>Juneteenth</u>
Friday after Thanksgiving	New Year's Day	

Should Town Hall be closed on a regularly scheduled workday, an additional floating



holiday will be awarded to be scheduled at the convenience of the department. However, should the Governor of the State of Connecticut declare a "State of Emergency" no additional holiday will be awarded.

**SECTION 2. SATURDAYS, SUNDAYS AND VACATION DAYS**

If a holiday falls on a Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the Friday before shall be considered the holiday. If a holiday falls on a scheduled vacation day, the employee shall be given an extra day off.

**ARTICLE VIII  
VACATIONS**

**SECTION 1. LENGTH OF VACATION**

- a) An employee with less than one (1) year of service on July 1 shall receive vacation on a pro-rated basis of: Number of full months of service divided by 12 multiplied by 10 days.
- b) An employee who has completed one (1) or more years of service as of each July shall receive three (3) weeks' vacation with pay.

Effective for employees hired January 1, 2006 and thereafter the following shall apply in lieu of the above.

An employee who has completed one (1) or more years of service as of each July 1 shall receive ten (10) days' vacation with pay. An employee with less than one (1) year of service on July 1 shall receive vacation on a pro-rata basis.

An employee who has completed two (2) years of service as of July 1 shall receive fifteen (15) days' vacation with pay.

- c) Thereafter, each employee who has completed eleven (11) or more years of service as of July 1 shall receive the following working days of vacation:

Completion of eleven (11) years	Sixteen (16) days
Completion of twelve (12) years	Seventeen (17) days
Completion of thirteen (13) years	Eighteen (18) days
Completion of fourteen (14) years	Nineteen (19) days
Completion of fifteen (15) years	Twenty (20) days

Effective July 1, 2005, each employee who has completed twenty-one (21) or more years of service as of July 1 shall receive the following working days of vacation:

Completion of twenty-one (21) years	Twenty-one (21) days
Completion of twenty-two (22) years	Twenty-two (22) days
Completion of twenty-three (23) years	Twenty-three (23) days
Completion of twenty-four (24) years	Twenty-four (24) days

Completion of twenty-five (25) years

Twenty-five (25) days

**SECTION 2. WHEN VACATIONS ARE TAKEN**

Vacations shall be taken in the fiscal year following the year in which it is earned, except that special permission in writing may be granted to any employee by the Director of Public Works, with the approval of the First Selectman, to carry over unused vacation leave from one year to the next following year. This will not be required for an employee on an approved Workers Compensation absence. An employee shall be granted vacation by seniority preference throughout the year subject to the approval of the Director of Public Works and the demands of service. New hire probationary employees may not take earned vacation during the probationary period.

**SECTION 3. AT TERMINATION**

Any employee who is entitled to vacation leave at the time he/she resigns or retires shall receive one (1) days' vacation pay for each day of such leave. In the event that an employee is entitled to vacation leave at the time of death, his/her estate shall receive the vacation pay due the employee on the same basis, as the employee would have been entitled in the case of termination. An employee discharged for just cause shall not be paid for accrued but unused vacation.

**SECTION 4. LIMITATIONS**

An employee shall not be entitled to earned vacation pay if he/she is discharged for cause.

**ARTICLE IX  
LEAVE PROVISIONS**

**SECTION 1. SICK LEAVE**

a) Each employee hired prior to July 1, 1987 shall be entitled to the following sick leave according to his/her position in the following schedule, less any sick leave taken since date of employment:

<u>Working Days</u> <u>Years of Service</u>	<u>Working Days</u> <u>AT FULL PAY</u>	<u>AT 1/2 PAY</u>
0 to 2 years	30	30
2 to 5 years	60	60

Each employee after completion of five (5) years of service, shall be entitled to accumulated sick leave with pay at the rate of one (1) day per month, and shall be entitled to an additional thirty (30) working days at 1/2 pay, for a maximum total of ninety (90) days at 1/2 pay.

Each employee hired after July 1, 1987 shall be entitled to sick days with pay as follows:

<u>Working Days</u> <u>Years of Service</u>	<u>Working Days</u> <u>AT FULL PAY</u>	<u>AT 1/2 PAY</u>
0 to 2 years	24	30
Beginning of 3rd year	1 day/month	30
Beginning of 6th year	1 day/month	30

Each employee hired after ratification shall accrue one (1) sick day per month of employment but may not make use of them during the six months' probationary period.

The above provisions concerning half-pay or full pay if an employee has exhausted his/her sick leave at full-pay is to ensure that the employee is not left without compensation while still recuperating from an extended illness. Therefore, the use of sick leave at half-pay or with the permission of the First Selectman, an employee may request full pay in the amount equal to the half-pay shall be limited to the following:

- a) When an employee has been absent due to an extended illness (more than five days).
- b) When an employee has exhausted sick leave at full pay due to an extended illness (more than five days) during the prior twelve months.
- c) When an employee provides medical documentation showing the necessity for periodic absences due to a chronic illness.
- d) Employees may only request full pay under this section on one occasion.

The First Selectman for reasonable cause may extend any of the above for not more than sixty (60) days if the employee is unable to return to work because of sickness upon expiration of his/her sick leave.

If an employee uses all of his/her sick leave and any extensions and is not eligible to be placed on pension, he/she will be placed on sick leave without pay for a maximum of one (1) year. He/she will be reinstated, if he/she is able to return to work before this leave terminates, without loss of rank, seniority rights or any privilege.

When an employee is absent for three (3) or more continuous workdays, said employee shall submit a medical report stating that he/she is physically fit to return to work. In the above instance, as well as when an employee establishes a pattern of absences which would reasonably lead to suspicion of chronic illness or abuse of sick leave, the TOWN has the right to require the employee to submit to a medical examination on TOWN time and at the TOWN'S expense.

## **SECTION 2. FAMILY ILLNESS**

Each employee covered by this Agreement may in any fiscal year use no more than three

(3) days of his/her accumulated sick leave with pay during the illness of a spouse, child, or parent.

### **SECTION 3. INJURY LEAVE UP TO MAXIMUM RECOVERY**

Each employee who is injured or disabled in the performance of duties shall be entitled to, after 20 days absence from work, injury leave with full pay (not to be charged to earned sick leave) less Workers' Compensation from the date of injury until such time as he/she is able to return to duty or reaches the point of maximum recovery, whichever comes first. In no event shall such injury leave exceed two (2) years. If such employee is unable to return to duty, he/she shall be eligible for a disability pension, under the Pension Plan, if qualified.

### **SECTION 4. INJURY LEAVE - MEDICAL EXPENSES**

During such injury leave the TOWN shall pay the hospital, medical and drug expenses in excess of reimbursement made to the employee by Workers' Compensation, liability insurance or other payments for each employee who is injured or disabled in the performance of duty, provided that he/she reports such injury or disability to the First Selectman or his/her designee within ten (10) days of the injury from the date the injury is determined.

### **SECTION 5. FUNERAL LEAVE**

Five (5) days special leave with pay shall be granted for the death of a spouse or child; and three (3) days special leave with pay shall be granted for the death of another member of the immediate family, starting with the day of death. Should the leave period include days not scheduled normally as workdays, only the actual work days necessary to complete the five (5) or three (3) day period shall be allowed. Immediate family shall mean wife, husband, and brother, sister, father, mother, and grandparents, children, mother-in-law or father -in-law. Extensions may be given for just cause by the First Selectman.

### **SECTION 6. ACCUMULATED VACATION AND PAY AT DEATH**

In the event of the death of an employee, his/her estate shall receive his/her weekly wage for the next four (4) weeks following his/her last earned pay. If the deceased employee has vacation time due, his/her survivors shall receive the accumulated time in monetary value.

### **SECTION 7. PALLBEARER LEAVE**

Leave for an employee to act as pallbearer shall be granted upon approval of the Director of Public Works.

### **SECTION 8. LEAVE WITHOUT PAY**

The Director of Public Works with the approval of the First Selectman may grant a leave of absence without pay not to exceed one (1) year to an employee who requests such leave in writing for valid personal reasons. Leave for other employment shall not be grounds for leave of absence.

## **SECTION 9. PERSONAL LEAVE**

A permanent employee, with the prior approval of the Director of Public Works, shall be entitled to three (3) Personal Leave Days in each fiscal year for personal business. In the case of a last minute emergency where prior approval is not possible, the employee must notify his/her supervisor at the start of the workday. New hire probationary employees may not take personal leave during the probationary period.

## **SECTION 11. MILITARY LEAVE**

Any employee required to serve on military duty for training because of membership in the National Guard or in the Reserve of the U.S. Armed Forces shall be granted time off to meet the required military obligation, but not to exceed thirty (30) days in any one calendar year. In the event the military base pay for any such duty for training is less than the normal wages from the TOWN for the same period, said employee shall be paid the difference by the TOWN.

# **ARTICLE X GRIEVANCE PROCEDURES**

## **SECTION 1. DISCIPLINARY PROCEDURE**

All disciplinary action shall be applied in a fair manner and shall not be incongruous to the infraction for which the disciplinary action is being applied, to include, as may be appropriate, a verbal warning, written warning, suspension without pay, and discharge. Written warnings shall be issued by the Director or his/her designee for infractions of rules or regulations. A copy of Written warnings, notices of suspension and discharges shall be furnished to the employee and the UNION.

## **SECTION 2. PURPOSE**

The purpose of this procedure is to provide an orderly method of adjusting grievances. A grievance raised by an employee involving the interpretation or application of any provision of this Agreement (including the following areas not specifically covered by this Agreement; transfer, demotion and classification of position) shall be resolved in the following manner:

### **STEP 1. EMPLOYEE TO SUPERVISOR**

The employee or the UNION steward or both shall present to the Supervisor all the facts available pertaining to the grievance within fifteen (15) working days of the grievance or when the employee should have had knowledge of the facts giving rise to the grievance. Within five (5) working days thereafter the Supervisor shall adjust the grievance or notify the employee and or his/her representative of his/her decision.

### **STEP 2. TO THE DIRECTOR OF PUBLIC WORKS**

If the employee and his/her representative feel there should be further review, the facts pertaining to the grievance shall be presented to the Director of Public Works in writing by the Steward within five (5) working days of the date the Superintendent's written notice is given or such notice was due. The Director of Public Works shall review the grievance and discuss it with the employee and his/her representative within five (5) working days

and shall render his/her decision thereafter in writing within five (5) working days following such meeting.

### **STEP 3. TO THE FIRST SELECTMAN**

If the employee and his/her representative feel further review is necessary, the UNION will request a meeting with the First Selectman within five (5) working days following the written decision of the Director or when such decision was due. The First Selectman shall, within seven (7) working days call a meeting of all the parties concerned and the UNION'S Grievance Committee and discuss the grievance fully. The First Selectman may render a decision in writing, either at the end of the meeting or within seven (7) days after the meeting to the Representative of the UNION.

### **STEP 4. ARBITRATION**

In the event the UNION feels that further review is justified it may contact a mediator from the State of Connecticut Department of Labor, Board of Mediation and Arbitration to schedule a meeting with both parties within twenty (20) calendar days following the written decision of the First Selectman or when such decision was due. The UNION shall file notice of appeal to submit the matter to arbitration by the American Arbitration Association within seven (7) calendar days after the mediator has met with both parties and no resolution has been reached, or within twenty (20) days after the meeting with the First Selectman's if mediation does not occur. The decision of the Association shall be final and binding on both parties. Each party shall be liable for his/her own share of expenses and any general expenses of the arbitration not applicable to either party shall be mutually shared by both parties.

### **SECTION 3. EXTENDING TIME LIMITS**

The aforesaid time limits may be extended by mutual agreement and such agreement shall not be unreasonably withheld by either party.

### **SECTION 4. GRIEVANCE IF DISCHARGED**

In the event of discharge, the UNION may file a grievance directly with the First Selectman within five (5) working days of said discharge, and the grievance shall then proceed pursuant to Section 4 above.

## **ARTICLE XI SAFETY AND HEALTH**

### **SECTION 1. SAFETY AND HEALTH PROBLEMS**

Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

- a) Should an employee complain that his/her work requires him/her to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the TOWN. If the matter is not adjusted satisfactorily, the grievance may be processed according to the Grievance Procedures of this Agreement.

- b) Sanitary facilities shall be provided for the employees, subject to approval of the Health Department.
- c) It shall be necessary for all employees who receive reimbursement for safety shoes to wear these shoes as required during working hours. Failure to wear required safety shoes or equipment should make the employee subject to proper disciplinary action.

**SECTION 2. HELMETS, FOUL WEATHER GEAR AND GLOVES**

Helmets shall be furnished to employees on jobs wherever overhead hazards exist. Foul weather gear shall be furnished to employees required to work outdoors in inclement weather. An initial issue of work gloves shall be provided. Replacement of worn-out work gloves shall be provided upon surrender of the old gloves to the supervisor.

**SECTION 3. CLOTHING ALLOWANCE**

Each employee shall be entitled to an allowance for work clothing in a sum not to exceed ~~\$500~~\$600 which shall include reimbursement for the purchase of safety shoes. Any employee hired after July 1st but prior to December 31st shall receive up to \$100 upon hire for the purchase of safety shoes; and upon becoming a permanent employee; he/she shall receive the balance of the clothing allowance. Clothing allowance shall be used in the current fiscal year in which it is received.

Any employee hired on or after January 1st shall receive up to \$100 upon hire for the purchase of safety shoes, but shall not be entitled to the remaining balance of the clothing allowance in that fiscal year.

**ARTICLE XII  
NO STRIKE OR LOCKOUT**

During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the TOWN'S operation by employees or employee, nor shall there be any lockout by the TOWN in any part of the TOWN'S operation.

**ARTICLE XIII  
UNION SECURITY**

**SECTION 1. SUPER SECURITY**

Three (3) officers, the Chief Steward and two stewards of the UNION, if employees of the TOWN, shall have super security in the event of a lay-off in any department and shall be the last in the department to be laid off regardless of seniority.

**SECTION 2. UNION BUSINESS**

With the prior approval of the Director of Public Works, the aforesaid officers of the UNION who are TOWN employees may be granted time off without loss of pay to attend to UNION business up to a maximum of nine (9) days total for all such officers in each year of the

Agreement. Such days shall be exclusive of any necessary time off for collective bargaining negotiations or for processing grievances under the Agreement.

### **SECTION 3. GRIEVANCE MEETINGS**

- a) Grievant and a UNION steward shall be granted necessary time off without loss of pay at Step 1 and Step 2 of the Grievance Procedures.
- b) Grievant, one steward and one other officer of the UNION shall be granted necessary time off without loss of pay to attend a grievance hearing at Step 3 and Step 4.
- c) A Staff Representative of Council #4 AFSCME, AFL-CIO shall be entitled to attend grievance hearings.

### **ARTICLE XIV PRIOR PRACTICES**

Except as provided in this Agreement, the employees reserve the rights, benefits and privileges that have heretofore been granted to them.

### **ARTICLE XV SAVINGS CLAUSE**

If any provision of this Agreement shall be held invalid or unlawful by any tribunal of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby.

### **ARTICLE XVI NO DISCRIMINATION**

The parties agree that the provisions of this Agreement will apply equally to employees covered hereunder regardless of sex, color, race, creed, age or national origin.

### **ARTICLE XVII MANAGEMENT RIGHTS**

Except as otherwise specifically provided in this Agreement, the TOWN has the right to hire, direct, control the work force, to maintain an economic and efficient operation and to take all appropriate action necessary to carry out the responsibilities of government in any emergency situation including, but not limited to, the rights to: to determine the standards of services to be offered by TOWN employees; to determine the standards of selection for TOWN employment; to direct its employees and to take disciplinary action against them; to relieve its employees from duty because of lack of work or for other legitimate reasons; to issue rules, policies and regulations, including those affecting working conditions; from time to time, to change those rules, policies and regulations and



enforce them; to maintain the efficiency of governmental operations; to determine work schedules; to determine the methods, means and personnel by which the TOWN's operations are to be conducted; to determine the content of job classifications; to exercise complete control and discretion over its organization and technology of performing its work; and to fulfill all of its legal responsibilities.

### **ARTICLE XVIII SUBCONTRACTING**

Before the TOWN enters into any new Agreement to subcontract any work that is presently being performed by members of the bargaining unit, it shall discuss with the representatives of the bargaining unit why the TOWN is contemplating the subcontracting of the bargaining unit's work.

### **ARTICLE XIX WATER POLLUTION CONTROL FACILITY**

In the event the TOWN is required by any appropriate agency (federal or state) to staff the Water Pollution Control Facility at times other than the current schedule, the TOWN reserves the right to adjust the shifts, but agrees to discuss with the UNION the matter of wage adjustments.

When the employee attains State Certifications he or she shall receive a one-time payment for each certificate attained as follows:

- State certification Grade 1 Operation: \$200
- State certification Grade 2 Operation: \$500
- State certification Grade 3 Operation: \$650
- State certification Grade 4 Operation: \$850

### **ARTICLE XX WORK IN HIGHER CLASSIFICATION**

Whenever an employee is assigned to take over the duties of another in a higher classification for ~~five (5)~~three (3) days or more due to that employee's absence on sick leave or injury leave (not vacation leave), such employee shall be compensated at the appropriate step in the higher classification retroactively to the first day of working in the higher classification.

**ARTICLE XXI  
PENSION PLAN**

The parties agree that the document entitled "The Public Works Department Retirement Plan" and dated January 1, 1973, including any approved amendments and/or restatements, is incorporated herein as part of this collective bargaining agreement, provided however, that said "Public Works Retirement Plan" shall not be subject to change, modification, reopening or amendment of any kind, except by mutual agreement of the parties, until the termination date of any such amendments and/or restatement. The terms and conditions thereof shall be applicable to all employees covered by this Agreement. An employee who accrued unused sick time at his/her retirement date, shall have such unused sick time, to a maximum of sixty (60) days, included in said employees "credited service" under the aforesaid "Retirement Plan for the TOWN of Westport." Sixty (60) days of accumulated sick time will entitle the employee to three (3) calendar months of credited service for benefit computation. If the employee has less than sixty (60) days in unused sick time prior to Retirement date, no sick time may be included as credited service for the purpose of Retirement.

Employees hired on or after June 20, 2011, shall no longer be eligible to participate in the Public Works Department Retirement Plan (the "Defined Benefit Plan"); instead, they shall be eligible to participate in a TOWN Defined Contribution Plan, a copy of which Defined Contribution Plan is substantially in the form attached hereto as Schedule C.

Effective June 30, 2011 the maximum pension an employee shall be eligible for shall be capped at sixty-five (65%) percent of the employees Final Average Compensation; employees who as of June 30, 2011 have years of service which would entitle them to a pension greater than sixty-five (65%) percent shall be grandfathered at the rate (years of service times 2.5%) they had as of June 30, 2011.

For those in the defined benefit plan already at maximum (65%)

- Effective 7/1/19 contribution reduced to 6.00%\*
- Effective 7/1/20 contribution reduced to 3.00%\*
- Effective 7/1/21 contribution reduced to 0.00%\*

For those not yet at maximum, their contribution will reduce as follows after reaching maximum benefit (65%) on their next anniversary date:

- First anniversary date after reaching max: 6.00%\*
- Second anniversary date after reaching max: 3.00%\*
- Third anniversary date after reaching max: 0.00%\*

\* Salary will be frozen for pension calculation purposes with the first reduction to 6%. Employees have the option of continuing to contribute 9% to the pension fund and the salary will not be frozen.

**Employee shall participate in the Town Defined Contribution Plan on the date of hire.**

**ARTICLE XXI**  
**LONGEVITY**

Employees who reach certain years of service shall receive longevity payments as follows:

Five (5) to ten (10) years of service will be eligible for a yearly payment of three hundred dollars (\$300.00).

Eleven (11) to fifteen (15) years of service will be eligible for a yearly payment of five hundred dollars (\$500.00).

Sixteen (16) to twenty (20) years of service will be eligible for a yearly payment of seven hundred dollars (\$700.00).

Twenty-one (21) to twenty-five (25) years of service will be eligible for a yearly payment of nine hundred dollars (\$900.00).

**ARTICLE XXII**  
**EFFECTIVE DATE**

Except as otherwise specifically provided herein, the effective date of this Agreement, when executed by the authorized representatives of the UNION and the TOWN, shall be July 1, ~~2018-2022~~ and thereafter this Agreement shall remain in full force and effect without reopening of any kind for the period July 1, ~~2018-2022~~ through June 30, ~~2022~~2026. It shall continue in effect from year to year thereafter, unless either party gives notice to the other of its intention to change this Agreement, which notice to the other party must be given in writing prior to November 1st preceding its termination.

FOR THE TOWN OF WESTPORT:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE A  
PRODUCTIVITY AND SERVICE AWARD**

Effective July 1 of each fiscal year, employees shall be eligible for an award bonus if he/she has achieved the years of service, sick leave accrual and maximum sick leave usage as shown below:

REQUIRED		Sick Leave Used (July 1 — June 30)	Award*
Years of Service	Accrued Sick Leave		
5 to 9 years	30 days	4 or fewer days	\$400150
		5	\$ 90140
		6	\$ 75125
		0	\$ 50100
	-0-		
10 to 14 years	60-50 days	4 or fewer days	\$200250
		5	\$175225
		6	\$150200
		0	\$100150
	-0-		
15 to 19 years 20 or more years	90-75 days	4 or fewer days	\$300350
		5	\$270320
		6	\$225275
		0	\$150200
	-0-		
20 or more years	120 days	4 or fewer days	\$400
		5	\$350
		6	\$300
		0	\$200
	-0-		

\*Awards will be disbursed in a lump sum in the first pay period of December in the fiscal year following the year in which it was earned. Such awards shall not be included in calculations for pension purposes. Service shall be calculated as of the July 1 in the Fiscal Year in which sick leave usage is calculated (i.e. 7/1/99 for eligibility in Fiscal Year 99/00).

**SCHEDULE B – SALARY SCHEDULES**

<u>Job Classifications</u>		<u>Effective July 1, 2022 to June 30, 2023</u>					2.75%
		Retroactive					
<u>PG</u>	<u>CLASSIFICATIONS</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	
A	Laborer	\$33,227					
I	Yard worker	\$59,645	\$62,630	\$65,757	\$69,046	\$72,499	
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$62,781	\$65,916	\$69,211	\$72,671	\$76,307	
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$65,916	\$69,209	\$72,671	\$76,307	\$80,114	
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator <u>Treatment Plant Lab Tech</u>	\$67,583	\$70,876	\$74,338	\$77,972	\$81,781	
V	Equipment Mech.	\$81,781					
VI	Asst. Working Foreman S.W. Working Foreman	\$86,332					
VII	Working Foreman Master Mechanic	\$95,136					
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic						

**Job Classifications**

**Effective July 1, 2023 to June 30, 2024**

**2.75%**

<b><u>PG</u></b>	<b><u>CLASSIFICATIONS</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
A	Laborer	\$34,140				
I	Yard worker	\$58,225	\$61,138	\$64,194	\$67,402	\$70,773
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$61,258	\$64,352	\$67,565	\$70,945	\$74,493
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$64,508	\$67,729	\$71,112	\$74,670	\$78,405
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator <u>Treatment Plant Lab Tech</u>	\$67,729	\$71,112	\$74,670	\$78,405	\$82,317
V	Equipment Mech.	\$69,442	\$72,825	\$76,382	\$80,116	\$84,030
VI	Asst. Working Foreman S.W. Working Foreman	\$84,030				
VII	Working Foreman Master Mechanic	\$88,706				
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$97,752				

**Job Classifications**

**Effective July 1, 2024 to June 30, 2025**

**2.85%**

<b><u>PG</u></b>	<b><u>CLASSIFICATIONS</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
A	Laborer	\$35,113				
I	Yard worker	\$59,884	\$62,880	\$66,024	\$69,323	\$72,790
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$66,347	\$69,659	\$73,139	\$76,798	\$80,640
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$69,659	\$73,139	\$76,798	\$80,640	\$84,663
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator <u>Treatment Plant Lab Tech</u>	\$71,421	\$74,901	\$78,559	\$83,399	\$86,425
V	Equipment Mech.	\$86,425				
VI	Asst. Working Foreman S.W. Working Foreman	\$91,234				
VII	Working Foreman Master Mechanic	\$100,510				
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic					

**Job Classifications**

**Effective July 1, 2025 to June 30, 2026**

**2.85%**

<b><u>PG</u></b>	<b><u>CLASSIFICATIONS</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>
A	Laborer	\$35,113				
I	Yard worker	\$61,591	\$64,672	\$67,906	\$71,299	\$74,865
II	Driver/Laborer Yard Waste Checker Treatment Plant Tech	\$64,828	\$68,072	\$71,472	\$75,047	\$78,800
III	Equipment Operator Scale House Operator Treatment Plant Oper. Bldg. Maint. Mech.	\$68,238	\$71,644	\$75,224	\$78,987	\$82,938
IV	Sr. Bldg. Maint. Mech. Mechanic/Operator <u>Treatment Plant Lab Tech</u>	\$71,644	\$75,987	\$79,987	\$82,938	\$87,076
V	Equipment Mech.	\$73,457	\$77,036	\$80,798	\$85,776	\$88,888
VI	Asst. Working Foreman S.W. Working Foreman	\$88,888				
VII	Working Foreman Master Mechanic	\$93,834				
VIII	Chief Treatment Plant Operator Senior Working Foreman Senior Master Mechanic	\$103,375				





**SCHEDULE C  
DEFINED CONTRIBUTION PLAN SUMMARY**

**DRAFT TOWN OF WESTPORT DEFINED CONTRIBUTION PLAN  
SPECIFICATION SUMMARY**

**Effective Date**

The Plan Year is the calendar year and the plan is effective on \_\_\_\_\_

**Eligibility**

All employees are eligible to participate effective the first day of the month coinciding with, or next following the completion of six months of service and attainment of age 21.

The following classification(s) are excluded:

- Non-resident allens

**Compensation**

Compensation is defined for purposes of this Plan as the base salary earned by the Participant including any contributions through a salary reduction arrangement to a cash or deferred plan under Section 401(k) of the Code and to any flexible benefits program maintained by the Employer and described under Section 125 of the Code, and 132 (f)(4) etc.

**Employee Contributions**

*Mandatory Contributions*

Participants are required to contribute an amount equal to 5% of eligible Compensation recognized under the Plan on a tax deferred basis.

*Before-Tax Elective Contributions*

Through payroll deductions participants may elect to contribute an additional percentage of eligible Compensation recognized under the Plan on a tax-deferred basis. Such contributions may be an amount from 1% to 95% of compensation provided that a participant's Before-Tax Elective Contributions plus Mandatory Contributions do not exceed the Internal Revenue Service maximum, which is \$16,500 for 2009.

Participants over age 50 that are contributing the maximum Before-Tax contribution may make additional an additional "catch up contribution". The maximum catch up contribution is \$5,500 for 2009.

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## DRAFT TOWN OF WESTPORT DEFINED CONTRIBUTION PLAN

### SPECIFICATION SUMMARY

#### Effective Date

The Plan Year is the calendar year and the plan is effective on

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#### Eligibility

All employees are eligible to participate effective the first day of the month coinciding with or next following the completion of six months of service and attainment of age 21.

The following classification(s) are excluded:

- Non-resident aliens

#### Compensation

Compensation is defined for purposes of this Plan as the base salary earned by the Participant including any contributions through a salary reduction arrangement to a cash or deferred plan under Section 401(k) of the Code and to any flexible benefits program maintained by the Employer and described under Section 125 of the Code, and 132 (f)(4) etc.

#### Employee Contributions

##### Mandatory Contributions

Participants are required to contribute an amount equal to 5% of eligible Compensation recognized under the Plan on a tax deferred basis.

##### Before-Tax Elective Contributions

Through payroll deductions participants may elect to contribute an additional percentage of eligible Compensation recognized under the Plan on a tax-deferred basis. Such contributions may be an amount from 1% to 95% of compensation provided that a participant's Before-Tax Elective Contributions plus Mandatory Contributions do not exceed the Internal Revenue Service maximum, which is \$16,500 for 2009.

Participants over age 50 that are contributing the maximum Before-Tax contribution may make additional an additional "catch up contribution". The maximum catch up contribution is \$5,500 for 2009.

A participant may increase, decrease, suspend or resume his or her rate of Before-Tax or Contributions twice per year (January 1<sup>st</sup> or July 1<sup>st</sup>).

Rollover Contributions

An employee (even before meeting the eligibility requirements to participate in the Plan) may make a Rollover Contribution from a qualified plan of a prior employer, or from a "Rollover IRA" (one which previously came from a qualified plan of a prior employer and was subsequently deposited into a "Rollover IRA" account). A Rollover Contribution will be accepted by the Plan provided the rollover is in accordance with the guidelines established by the Plan's Employee Benefits Committee.

## Employer Contributions

### Standard Contribution

The Employer will contribute an amount equal to 5% of each participant's Compensation for the Plan Year provided the participant is employed on the last day of the Plan Year. Participants who retired, died or became disabled during the Plan Year will be eligible for the discretionary contribution.

### Vesting

Before-Tax, Roth and Rollover contributions are 100% vested at all times. All Employer Contributions will vest according to the following schedule for each Year of Service you complete with at least 1000 hours.

Years of Service	Percentage
Less than 2	0%
2	25%
3	50%
4	75%
5	100%

### Forfeitures

Upon distribution of the vested value of a terminated participant's accounts, any non-vested portion of any accounts will be forfeited. Such forfeitures from employer contributions will be applied to reduce the amount of contributions to the plan.

### Investment Accounts

Participants have the right to direct amounts contributed by them, or by the Employer on their behalf to any of the Plans investment options in multiples of 1%. In addition, participants have the right to change the investment direction of future contributions on an unlimited basis.

### Transfers Between Options

Participants have the right to transfer multiples of 1% of the net value of their accounts in the investment funds to any one or more of the other investment funds on an unlimited basis.

## Withdrawals During Employment

### Non-Hardship Withdrawal

While in active service, participants may withdraw once per Plan Year, all or a portion of the net vested value of their accounts, in the following order of priority:

1. Before-Tax Contribution Account, upon the Participant's attainment of age 59 1/2;
2. Rollover Contribution Account, upon the Participant's attainment of age 59 1/2;
3. Employer Standard Contribution Account (vested value), upon the participant's attainment of age 59 1/2 (if applicable);

### Hardship Withdrawal

Due to a "hardship" event (i.e., "immediate and heavy financial need" as defined by IRS regulations), subject to approval by the Plan's Employee Benefits Committee and other requirements of IRS regulations, and after withdrawing the maximum amount available under A., above, participants may withdraw, once per Plan Year, all or a portion of the net value of the vested interest in their accounts, in the following order of priority:

1. Before-Tax Contribution Account (exclusive of investment earnings);
2. Rollover Contribution Account;

Contributions will be suspended for 6 months upon acceptance of a Hardship Withdrawal unless the employee signs an affirmation that the "immediate and heavy financial need" cannot be relieved from other sources reasonably available to the employee (including liquidation of assets, ceasing elective plan contributions, by taking other available plan distributions and loans from any Employer plan, or by taking out a commercial loan in an amount sufficient to satisfy the need).

Note: A mandated 10% additional federal tax applies to all taxable Plan distributions before age 59 1/2, unless such distribution is in the event of:

- death
- total and permanent disability
- retirement or termination, at or after age 55
- deductible medical expenses
- a Qualified Domestic Relations Order

### Loans

Loans are permitted, subject to applicable law and IRS regulations. Participants are permitted no more than one (1) outstanding loan at any time. Loan repayments are made through payroll deductions. The participant will pay loan origination fees and annual maintenance fees. Participants may borrow from the net value of their accounts in the following order of priority:

1. Before-Tax Contribution Account;
2. Rollover Contribution Account;

*(The interest rate on a loan is the prime rate as set forth in the first publication of The Wall Street Journal issued during the month in which the loan is requested, rounded to the nearest 1/4%.)*

The minimum loan amount is \$1,000.

The maximum loan amount is the lesser of:

1. 50% of a participant's vested accounts at the time of the loan request, or
2. \$50,000, reduced by the highest outstanding loan balance during the preceding 12 months.

The maximum term of a loan is five years, unless the loan is used for the purchase of a primary residence, in which case the term can be for a period of up to fifteen years.

### **Distribution of Accounts Due to Termination of Employment**

If a participant's accounts are \$1,000 or less upon termination of employment, payment will be in the form of a lump sum as of a valuation date as soon thereafter as administratively possible.

If upon termination of employment, a participant's accounts exceed \$1,000, payment will be deferred to Normal Retirement Date, unless the participant elects one of the following optional forms of payment:

- Lump sum payment as of a valuation date following the date of termination of employment. (Note: lump sums are subject to a mandatory 20% income tax withholding and a statutory 10% additional federal tax if paid before age 55.) A participant "Rollover" is permitted within 60 days of

distribution to an Individual Retirement Account (IRA), or another employer's plan (if permitted by that plan).

- Direct "Rollover" from the Plan to another employer's plan (if permitted by that plan).

#### **Distribution of Accounts due to Death, Disability or Retirement**

A participant's Normal Retirement Date shall be the attainment of age 55.

Total and Permanent Disability shall mean the inability to perform the occupation of the employee at the onset of the disability.

If a participant's accounts are \$1,000 or less upon termination of employment, payment will be in the form of a lump sum as of a valuation date as soon thereafter as administratively possible.

If termination of employment is due to Normal, Early or Postponed retirement, death, or Total and Permanent Disability, and a participant's account exceeds \$1,000, distribution of the participant's accounts will be made upon the participant's attainment of Normal Retirement Date, unless the participant or beneficiary elects (within 30 days of receipt of an election notice) to further defer distribution beyond Normal Retirement Date to a Postponed Retirement Date (subject to an IRS minimum distribution of benefits requirement following attainment of age 70 1/2), or unless the participant or beneficiary elects one of the following optional forms of payment:

- Lump sum payment as of any valuation date following the date of termination of employment. (Note: lump sums are subject to a mandatory 20% income tax withholding and a statutory 10% additional federal tax if paid before age 55.) A participant may "Rollover" this amount within 60 days of distribution to an Individual Retirement Account (IRA), or another employer's plan (if permitted by that plan).
- Direct "Rollover" from the Plan to another employer's plan (if permitted by that plan).
- Monthly, quarterly, semi-annual or annual installment payments commencing on a date selected by the participant over a period not to exceed 10 years or the life expectancy of the participant (subject to a statutory 10% additional federal tax if paid before age 55.)

#### **Account Statements**



Each participant will receive a statement showing the value of his or her Plan accounts on a quarterly basis.

## SCHEDULE D – MOU – OVERTIME POLICY

August 30, 1999

October 6, 1999 Revised

January 31, 2001 Revised

August 17, 2018 Revised

### Memorandum of Understanding – Overtime Policy

An Overtime List will be maintained for the Highway Division of the Public Works Department for all purposes including emergencies and scheduled overtime. Typical crew size will be 3 or 4 individuals depending on the assigned crew. Crew sizes on the list may be adjusted at the Town's discretion based on needs and staffing with prior notice to the Union. A crew is defined as one foreman and a requisite number of operators and driver/laborers. The foreman of the assigned crew will be contacted first and if not available then successive foreman will be contacted until one is assigned. If a Highway Division foreman is not available, then an operator will fill for a foreman. The remainder of the crew will be filled by continuing down the list in order (not inclusive of foreman) until an appropriate crew is assigned.

If one or more members of the on-call crew is not available and the foreman or on site senior employee (including a Supervisor) feels the assigned work can be handled safely with less than a full crew, then the assembled crew is to be used. If in the opinion of the foreman or on site senior employee, an entire crew is necessary, then he is to continue down the list irrespective of classification (not inclusive of foreman), until the crew is filled. If in the opinion of the foreman or on site senior employee, an additional crew member is necessary for the safe and efficient completion of the work assignment, then the foreman may call the next member from the Overtime List. If more than a single employee is necessary, then the next complete crew is to be called in. If the entire second crew is not available and in the opinion of the foreman or on site senior employee the assigned work can be handled safely no additional employees are required to be called. If more than 2 complete crews are required then a general call is to be made and all employees in the Highway Division are to be called in with permission of the Director of Public Works or his designee.

Scheduled overtime will include any overtime with prior notice such as early starts (with notification given prior to 3:30 PM of the previous work day), continuation of the work day, and notice prior to the end of the work day on Thursday (currently 3:30 PM) for weekend work. Notification of overtime after 3:30 PM on any work day or on Friday will be considered an emergency and will require the entire on call crew to be asked (This does not include filling positions for Solid Waste). If the scheduled overtime involves the continuation of a detailed or critical project that is being performed in house with little or no contractor involvement and a crew has been working on such project leading up to the overtime requirement (i.e. culvert repair, pipe crossing or replacement, emergency road repair project, etc.), then the scheduled overtime is to be offered to that crew first.

Joseph Izzo  8/17/18

Peter Ratkewich  8/17/218

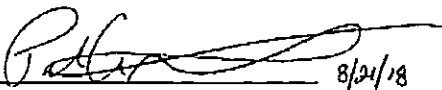
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If a member of that crew refuses the overtime, the overtime will be offered to the next employee on the Overtime List based on classification (Operators may fill for Driver/Laborer). Foreman will not be asked for overtime that can be filled by driver/laborer or operator and will not be utilized for scheduled overtime that can be performed by an

operator unless all operators turn down the request for overtime or a Union agreement is made between the operators and foreman with Town approval or the Town feels a foreman is required due to the responsibility of the work detail (i.e. opening and closing town properties or building, sub-contractor involvement, etc.).

Overtime for Divisions other than the Highway Division or Departments will be filled by needed positions, but will follow the above procedure.

This Policy is in effect for the Highway Division only.

  
8/24/18

Peter Ratkiewicz  
Director of Public Works  
Town of Westport

 8/17/18

Joseph Izzo  
Union President  
Local 1303-385 of Council 4

## SCHEDULE E -- MOU -- MEALS REIMBURSEMENT

Revision 7/10/2020

### MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into this 30th day of December 2019 between the Town of Westport (the "Town") and the AFSCME Council #4, Local 1303-385 Public Works ("the Union") (the Town and the Union are sometimes referred to collectively as the "Parties" or individually as a "Party").

The undersigned parties agree to the following changes to the collective bargaining agreement with regard to MEAL REIMBURSEMENT, ARTICLE VI

Section 1 is deleted in its entirety and replaced with the following:

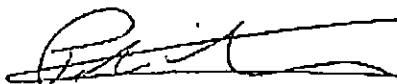
- For each employee assigned to report for emergency calls and a regular plow route or Equipment Garage the TOWN shall provide a meal stipend debit card in the amount of \$250.00 annually, to be issued in July of the following fiscal year
- For each employee of the Building and Sewer departments called upon as backup drivers in the previous year for the Highway Department and assigned to report for emergency calls for their divisions the TOWN shall provide a meal stipend debit card in the amount of \$80.00 annually, to be issued in July of the following fiscal year
- For employees of the Building and Sewer departments that are not called upon as backup drivers but are assigned to report for emergency calls for their divisions the TOWN shall provide a meal stipend debit card in the amount of \$50.00 annually, to be issued in July of the following fiscal year
- Employees of the Solid Waste Division that are not called upon for emergency calls shall not receive a meal stipend debit card. However, if called upon to perform after hours emergency operations and respond at least 50% of the times called excluding prior approval absences (as agreed upon by the Town and the Union) during the course of the previous fiscal year, they will receive a meal stipend debit card in the amount of \$50.00, to be issued in July of the following fiscal year. If an Employee of the Solid Waste Division is assigned a permanent plow route for the Winter season they shall receive \$125.00 if they meet all the requirement included in this MOU.
- ANY employee on Workman's Comp or unpaid leave shall receive a stipend in July of the following fiscal year equal to the amount of months they were available for emergency calls based off the following formula. The amount they would have received under normal job requirements divided by twelve


(12) times the full months they were available. (example 3 months Comp for an employee in the first category would be  $\$250.00 / 12 = \$20.83 \times 9 = \$187.50$ )

- Employees of the Highway, Equipment, Sewer and Building Maintenance Divisions that do not report to a minimum of 90% of emergency calls excluding prior approval absences (as agreed upon by the Town and the Union) when called upon in a given budget year will not be entitled to a stipend debit card in July of the following fiscal year
- For employees that retire or are no longer employed by the Town for any reason other than termination they will be entitled to a stipend debit card (except an employee who leaves the employment of the Town between July 1 and September 30, shall not be entitled to a stipend debit card) based off the formula used for Workers Comp or unpaid leave. It will be that individuals' responsibility to notify the Highway Superintendent or Director of Public Works by April 30<sup>th</sup> of the current fiscal year that they wish to receive a stipend debit card in July of the following fiscal year. It is also that individuals' responsibility to retrieve the stipend debit card from the Town by July 31 of the fiscal year or the Town may terminate the stipend debit card or use it as they see fit.
- The employee is responsible for the debit card once they take possession. If the card is lost, stolen or damaged the employee is responsible for contacting the provider (financial institution) for its replacement.

Notwithstanding the above, the Town agrees that it will continue to purchase food and liquids during events determined by the Town to be at such a level that stores and restaurants may be closed or inaccessible for an extended period of time. Example: Hurricanes, Bizzards

Section 2, is deleted in its entirety

  
Peter Ratkewich 7/13/2020  
Director of Public Works  
Town of Westport

 7/13/2020  
Joseph Izzo  
President  
Local 1303-385

SCHEDULE F – MOU – PERSONAL LEAVE


MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into this \_\_\_\_ day of August 2019 between the Town of Westport (the "Town") and the AFSCME Council #4, Local 1303-385 Public Works ("the Union") (the Town and the Union are sometimes referred to collectively as the "Parties" or individually as a "Party").

The undersigned parties agree to the following changes to the collective bargaining agreement with regard to PERSONAL LEAVE, ARTICLE VIII, SECTION 6.

The language is amended to add the following:

"An employee who is unable to use his or her Personal Days during the fiscal year, due to a Worker's Compensation approved injury or illness may carry over said days to the following fiscal year. The days carried over must be used in the first three months of the employee's return to work, whether or not the employee is on light duty."



Peter Ratkiewich  
Director of Public Works  
Town of Westport

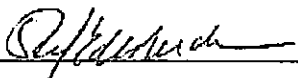
Joseph Izzo  
President  
Local 1303-385

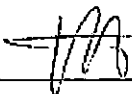
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## SCHEDULE G – MOU – CLOTHING ALLOWANCE

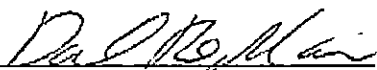
This agreement has been reached between the Town of Westport and Council #4, AFSCME, AFL-CIO Local 1303-385 for the purpose of clothing allowance disbursement

- 1) Both parties agree that this agreement and procedure meets the intent and requirement of Article XI, Section 3 of Collective Bargaining Agreement.
- 2) The Union agrees that each employee shall receive one Gift Card/Debit Card or equivalent in the amount agreed upon by both parties and the card shall be the responsibility of the employee, the Town will not be responsible for lost or stolen cards and the employee will have no recourse against the Town should this occur.
- 3) The Town agrees to recharge or issue new cards once a year in the amount agreed upon at the beginning of each fiscal year.
- 4) The Union agrees that the employees are responsible for all receipts related to expenses on the cards and all receipts totaling the full amount of the card will be turned into their supervisor before the end of each fiscal year. The receipts shall be in a sealed envelope with the employees name and the total amount of the receipts printed on the outside of the envelope. If the employee does not do this or any expenses cannot be justified as a valid covered expense by a receipt then the employee will be subject to the appropriate taxes.

  
\_\_\_\_\_  
Stephen Edwards, Director of Public Works

  
\_\_\_\_\_  
Joseph Izzo, Union President

  
\_\_\_\_\_  
Ralph Chetcuti, Director of Personnel

  
\_\_\_\_\_  
David DeMace, Union Vice President

DRAFT LEAF BLOWER ORDINANCE

ARTICLE \_\_

\_\_-1. Purpose.

Consistent with the municipal powers granted under sections 7-148(c)(7) and (10) of the Connecticut General Statutes, including the protection of the health and safety of residents and abatement of nuisances, it is the intent of this ordinance to set specific controls on the use of Leaf Blowers, in particular Gas-Powered Leaf Blowers.

\_\_-2. Definitions.

For the purpose of this Article, the following terms shall have the meanings indicated:

“Leaf Blower” shall mean any device which is used or designed to move leaves, grass clippings, dust, dirt, or other matter by blowing them with air emitted by such device.

“Gas-Powered Leaf Blower” shall mean any Leaf Blower that is powered by an internal combustion engine utilizing gasoline, diesel, or any other similar fuel.

“Electric-Powered Leaf Blower” shall mean any Leaf Blower that is powered by electricity utilizing a plug-in cord or battery power.

\_\_-3. Restrictions on Leaf Blower Activity.

(a) Except as provided in Sections \_\_-3(b) and (c),

(i) the use of Electric-Powered Leaf Blowers is permitted during the period from January 1 through December 31 on all properties within the Town; and

(ii) the use of Gas-Powered Leaf Blowers is permitted only during the periods from March 15 through April 30 and October 15 through December 31. No person shall operate or cause or permit to be operated any Gas-Powered Leaf Blower on any public or private property in the Town other than during such periods.

(b) No Leaf Blowers (whether Gas-Powered or Electric-Powered) may be used before 8:00 a.m. or after 5:00 p.m.

(c) No Gas-Powered Leaf Blowers may be used on any state or federal holiday.

(d) Notwithstanding the provisions of Sections \_\_-3 (a) through (c):

(i) the use of Gas-Powered Leaf Blowers and Electric-Powered Leaf Blowers shall be permitted for storm condition clean-up operations; and

(ii) the provisions of this Article \_\_ shall not apply to use of Leaf Blowers on town-owned property or publicly- or privately-owned golf courses.



**\_\_-4. Penalty and Enforcement.**

- (a) *Authority.* The Conservation Department is hereby authorized to enforce violations of this Article as provided in this section.
- (b) *Complaints.* Anyone who believes that a violation of this Article has occurred may notify the Conservation Department in writing (via email or hard copy) of such violation. Such notice shall include: (i) the date and address of the property where the violation occurred, (ii) the name of the persons or entity who owns the property (if known), (iii) photographic or other reasonable evidence of the violation (if available), and (iv) the name, address and signature (digital or handwritten) of the complainant.
- (c) *Notices of Violation.* Upon receipt of a complaint under subsection (b) above, or upon the Conservation Department's own discovery of a possible violation, the Conservation Director or their designee shall review and investigate the possible violation. If the Conservation Director or their designee is convinced that there is sufficient evidence to prove that a violation of this ordinance has occurred, then:

- (1) For the first violation at a specific property, the Conservation Department shall provide a written warning and educational materials about the terms of this Article to the property owner.

- (2) For the second violation at the same property, the Conservation Department shall provide a second warning and educational materials about the terms of this Article to the property owner.

- (3) For the third and any subsequent violation at the same property, the Conservation Department shall issue a written notice of violation and a citation to the property owner as provided in (d) below.

- (d) *Issuance of citation.*

- (1) The Conservation Department shall issue a notice of violation and citation when a violation occurs at the same property after two warnings as provided in subsection (c) above.

- (2) Any warning notice of violation, and citation issued by the Conservation Department shall be issued to the property owner.

- (3) Each citation shall:

- a. include copies of the warnings for the first two violations, descriptions of any subsequent violations, and a description of the violation that is the subject of such citation;

- b. impose a fine of \$100 for the violation that is the subject of the first citation, and a fine of \$249 for the violation that is the subject of each subsequent citation, plus such other penalties, costs and/or fees as may be due for each violation;

c. provide that uncontested payment of such fine(s), penalties, costs and/or fees shall be made within ten (10) days of the date of the citation, unless said violation is successfully contested as provided below;

d. provide that the property owner may contest liability before a citation hearing officer by delivering in person or by mail within ten (10) days of the date of the citation a written demand for a hearing; and

e. state that if such a hearing is not demanded, it shall be deemed an admission of liability, and an assessment and judgment shall be entered against the property owner, and that such judgment may issue without further notice.

(4) Any warning, notice of violation or citation issued hereunder shall be sent to the property owner by certified mail, return receipt requested and simultaneously by regular United States Postal Service mail.

(5) Once a written demand for a hearing has been received by the Conservation Department, no additional citations shall be issued for subsequent violations until after the conclusion of the hearing procedure as set forth in subsection (f) below.

(e) *Civil infractions amount; continuing violations.*

(1) The fine for the first occurrence of a violation after two warnings to the property owner shall be \$100 and shall be payable to the Town. The fine for each subsequent violation shall be \$249.

(f) *Hearing procedure for citations.*

(1) The First Selectman shall appoint one or more hearing officers, other than any employee of the Town, to conduct the hearings resulting from violations of this Article. Any assessment by a hearing officer shall be entered as a judgment against the violator.

(2) A person who chooses to appeal a citation and requests a hearing to this effect shall be given written notice of the date, time, and place for the hearing, sent as provided in subsection (d)(4) hereof. Such hearing shall be held not less than 15 days nor more than 30 days from the date of the hearing notice, provided the hearing officer shall grant upon good cause shown any reasonable request by an interested party for postponement or continuance. Written notice of the hearing shall simultaneously be sent as provided in subsection (d)(4) hereof to the person(s) who reported the violation, and such person(s) shall have the right to attend the hearing and present evidence. An original or certified copy of the citation issued by the Conservation Department shall be filed and retained by the Town and shall be deemed to be a business record and evidence of the facts contained therein. Upon request of the person appealing the citation, the presence of the Conservation Department employee who issued the citation shall be required at the hearing. A designated town employee other than the hearing officer may present evidence on behalf of the town. A person wishing to contest liability shall appear at the hearing and may present evidence. If the person who received the citation fails to appear, the hearing officer may enter an assessment by default

upon a finding of proper notice and liability under this Article.

(3) The hearing officer shall conduct the hearing in the order and form and with such methods of proof as he/she deems fair and appropriate. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation. The hearing officer shall announce his/her decision at the end of the hearing. If the hearing officer determines that the person is not liable, he/she shall dismiss the matter and enter his/her determination, in writing, accordingly. If the hearing officer determines that the person who received the citation is liable for the violation, the hearing officer shall then enter and assess the fines, penalties, costs, or fees against the person as provided by this Article.

(4) If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than 30 days nor more than 12 months after such mailing, a certified copy of the notice of assessment with the clerk of the superior court for the geographical area in which the town is located, together with the applicable entry or filing fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within such 12-month period, all assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of the hearing officer's record of assessment, as well as court costs, against such person in favor of the town. The hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may be issued without further notice to such person.

(5) A person against whom an assessment has been entered pursuant to this Article is entitled to judicial review by way of appeal in accordance with C.G.S. § 7-152c(g).

**-5 Severability.** If any section, paragraph, subparagraph, clause, or provision of this Article \_\_\_ shall be adjudged invalid, such adjudication shall apply only to the specific section, paragraph, subparagraph, clause, or provision so adjudged and the remainder of this Article \_\_\_ shall be deemed valid and effective.

**-6. Effective Date.**  
The provisions of this Article \_\_\_ shall become effective on March 15, 2023.