

**RESOLUTIONS**

(1)

**RESOLVED:** That upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, the sum of \$114,860.00 from the 2021-2022 Budget, BOE Rentals & Reimbursements Expenditure Account is hereby appropriated.

(2)

**RESOLVED:** That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$75,000.00 from the Sewer Reserve Fund Account to purchase one (1) F350 Sewer Collection System Service Truck with Flatbed, Sander, and Plow 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 \$102,000.00 from the Sewer Reserve Fund Account to replace four (4) Fire Alarm Systems at the Influent, Sludge Processing, Chlorination and Control Buildings at the Water Pollution Control Facility (WPCF) is hereby appropriated.

(4)

**RESOLVED:** That upon the recommendation of the of the Board of Finance and a request by the Director of Public Works the sum of \$260,000.00 from the Sewer Reserve Fund Account for Emergency Repairs to Force Main Pump Station #10 is hereby appropriated.

(5)

**RESOLVED:** ~~That upon the request of 3 RTM members, an ordinance restricting the use of gas-powered leaf blowers in Westport is hereby adopted. (Second reading. Full text is as follows).~~ **Item postponed to a future meeting date.**

**WESTPORT PUBLIC SCHOOLS  
RENTALS & REIMBURSEMENTS  
as of June 30, 2022**

**EXHIBIT E**

BACK UP MATERIAL  
RTM ITEM # 1

	<u>Revenues Received</u>	<u>Expenditure Detail</u>	<u>Expenditures as of 06/30/21</u>	<u>Balance to Town</u>
<b>Account 852</b>				
<b>Outside Activities &amp; School Use</b>	\$ 114,859.86			
Payroll				
BOE staff		\$ 51,736.49		
FICA/Medicare		<u>\$ 3,771.85</u>		
		\$ 55,508.34	\$ 55,508.34	
Non Payroll Expenditures			\$ 59,351.52	
<b>TOTAL</b>	<u>\$ 114,859.86</u>		<u>\$ 114,859.86</u>	<u>\$ -</u>

**Revenue & Expense Detail**

**Revenues**

Westport Academy of Dance	\$ 10,498.37
Camp Gan Israel	\$ 80,500.00
Westport Church	\$ 4,997.68
Westport Young Woman's League	\$ 5,501.00
All Other (Under \$5,000)	<u>\$ 13,362.81</u>
	\$ 114,859.86

**Expenditures**

Payroll (including FICA/Med)	\$ 55,508.34
Electricity	\$ 49,033.52
Fingerprinting	\$ 318.00
Refund to Camp Gan Israel (sec. deposit)	<u>\$ 10,000.00</u>
	\$ 114,859.86



## WESTPORT, CONNECTICUT

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

BACK UP MATERIAL  
RTM ITEM # 2

August 18, 2022

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

**Re: Request for Appropriation from Sewer Reserve fund – Purchase of one (1) F350 Sewer Collection System Service Truck with Flatbed, Sander, and Plow**

Dear Ms. Tooker,

This office respectfully requests an appropriation of \$75,000 for replacement of our 2011 F350 Sewer Collection System Service Truck. This is a front-line piece of equipment assigned to the Sewage Collection System Division. On a daily basis it is used for servicing our 18 pump stations. The truck is also the primary vehicle that clears and manages snow and ice removal for the pump stations and the Treatment Plant during snowstorms. During other severe weather events such as Nor'easters, Hurricanes, severe windstorms, etc., this vehicle is one of several that we use to move portable generators and or pumps around to town pump stations or other locations that need them.

Currently Truck #62 is showing signs of fatigue and wear. We anticipate needing numerous other repairs to the to the vehicle in coming years. In the current used truck environment, and based on recent sales, we anticipate getting a good price for the vehicle at auction, which will be used to offset the cost of the new vehicle.

This truck is scheduled for replacement on the 5-year Capital forecast in FY 2023 at a value of \$80,000. The attached cost summary reflects the base price for the vehicle from State Bid #19PSX0161, the upfit of the basic truck to our specifications, and a 12% allowance for installation of lights, radio, electronics, and other accessories, totaling the request at \$75,000.

Respectfully,

A handwritten signature in black ink, appearing to read "P. Ratkiewich", written over a horizontal line.

Peter A. Ratkiewich, P.E.  
Director of Public Works  
cc: Gary Conrad, Finance Director

JUSTIFICATION FOR A EQUIPMENT/VEHICLE

DEPARTMENT INFORMATION

DEPT NAME: Public Works - Highway Date: 8/17/22

EQUIPMENT OR VEHICLE NAME AND DESCRIPTION
Truck # 62 - Westport Wastewater Collection Department, Replacement of 2011 F350 Plow truck with Sander & Plow

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
If no, why not?

APPROXIMATE COST: \$75,000 (see attached) COST IN CAPITAL FORECAST: \$80,000
Source of funds: Sewer Reserve

ESTIMATED USEFUL LIFE: 12-15 years

Has an RFP been issued? YES NO
Have bids been received? YES NO
Was the lowest bid the winner? YES NO

How will the equipment/vehicle be used?
This truck is one of our Pump Station front line support vehicles, used for general utility and keeping the pump stations and plant clear of snow and ice during a snowstorm

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

**FINANCE**

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

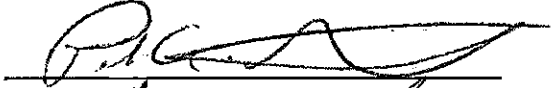
**EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:**

**IF APPROVED:**

**IF NOT APPROVED:**

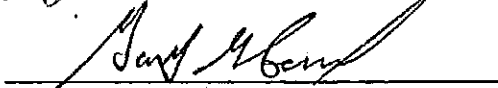
**REVIEW/SIGN-OFF**

**DEPARTMENT HEAD**



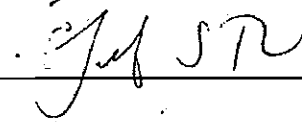
**DATE:** 8-17-22

**FINANCE DIRECTOR**



**DATE:** 8/24/2022

**FIRST SELECTMAN**



**DATE:** 08-22-22

**SUMMARY OF TRUCK # 62 REPLACEMENT COST:**

Base Price from State Bid # 19PSX0161	\$ 27,648.00
Total Options including discount	\$ 7,999.40
Truckcraft upfit costs, including discount	\$ 31,307.20
<b>Total cost from dealer</b>	<b>\$ 66,954.60</b>

Allowance for Strobes, AVL + Installation, seat covers, Radio + installation, on-board tablet, etc.; (estimate at 12% dealer cost)	\$ 8,034.55
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Grand total	\$ 74,989.15
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<b>Appropriation Request</b>	<b>\$ 75,000.00</b>
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Prepared by :  
Peter Ratkiewich, P.E.  
Westport Director of Public Works

**Gengras Ford, LLC**

225 New Britain Avenue  
Plainville, CT 06062  
Phone: 860.727.6302  
www.gengras.com



Quote Number: 220803003.1

**STATE CONTRACT NO: 19PSX0161**

Make	MY	Model	Contract Price
Ford	2022	F-350 Reg Cab 4x4 (F3B) - 142" wheelbase, Eight foot bed	\$ 27,648.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturer's standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Medium Earth Gray	\$ -
3	99N	7.3L DIESEL GAS ENG	\$ 2,045.00
4	44G	Ten speed Automatic Trans	\$ -
5	90L	Power Equipment Group (90L) • Accessory delay • Integrated Key • Manual telescoping trailer tow mirrors with power/heated • Perimeter Anti-Theft Alarm • Power front side windows with one-touch-up/-down • Power locks • Remote Keyless Entry System • Upgraded door trim panel	\$ 1,100.00
6	STD	Spare Key fob - One (1)	\$ -
7	STD	SYNC	\$ -
8	66S	Upfitter Switches	\$ 165.00
9	67B	HD Alternators - 397 amp	\$ 115.00
10	TDX	AT Tires - 18"	\$ 265.00
11	86M	Dual batteries	\$ 210.00
12	592	Roof Clearance Lights	\$ 95.00
13	473	Snow Plow Prep package	\$ 250.00
14	43C	110 v / 400 w Inverter	\$ 175.00
15	64F	Steel Wheels - 18"	\$ 455.00
16	512	Spare Tire and Wheel	\$ -
17	52B	Brake Controller	\$ 300.00
18	X3E	3.73:1 Locking Rear Axle	\$ 390.00
19	18B	Molded Cab Steps	\$ 445.00
20	PRI	Retail stock to fleet	\$ 2,500.00
21	STD	Class III/IV Receiver hitch with 7 pin flat connector	\$ -
22			\$ -
23			\$ -
24			\$ -
<b>Total Options per Contract Price (list price)</b>			\$ 8,510.00
<b>Total Factory Options Discount (6%)</b>			\$ (510.60)
<b>Total Options per Contract Price (net price)</b>			\$ 7,999.40

Gengras Ford, LLC  
 225 New Britain Avenue  
 Plainville, CT 06062  
 Phone: 860.727.6302  
 www.gengras.com



Quote Number: 220803003.1

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	Eight foot aluminum platform body and accessories as described on the following page.	\$ 37,585.00
2	Other	2.0	Complete chassis and underbody rustproofing	\$ 899.00
3		0.0		\$ -
4		0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
<b>Total Hours</b>		<b>4.0</b>		
<b>Total Aftermarket Options (list price)</b>				<b>\$ 38,484.00</b>
<b>Total Aftermarket Options Discount (20%)</b>				<b>\$ (7,696.80)</b>
<b>Total Hours x \$130 / hour rate</b>				<b>\$ 520.00</b>
<b>Total Net Aftermarket Options plus Total Labor</b>				<b>\$ 31,307.20</b>

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
<b>Total Trade In Allowance</b>				<b>\$ -</b>

Comments:

Ballment pool. Current order to delivery lead times are running 30+ weeks from Ford due to the computer chip shortage. Gengras Ford accepts NO responsibility for production delays caused by Ford.

Additional fees / Charges

			<b>State of CT Trade In Assessment (Note: Fee is payable to State of CT):</b>	\$ -
			<b>Dealer Conveyance Fee (\$799.00)</b>	\$ -
			<b>Registration Fee (estimated)</b>	\$ -
			<b>DMV Inspection Fee (as required)</b>	\$ -
			<b>Total Additional Fees</b>	\$ -
<b>Customer:</b>	Town of Westport		<b>Total (per unit)</b>	\$ 66,954.60
<b>FIN Code:</b>	QD236			
<b>VIN:</b>				
<b>Quantity</b>	<b>1</b>		<b>Grand Total (all)</b>	<b>\$ 66,954.60</b>



**8' HD ALUMINUM DUMPING PLATFORM BODY**

**TRUCKCRAFT MODEL TC508 ARROW**

**REQUIRES 56" CAB to AXLE SRW**

**STANDARD FEATURES:**

- 100% T-6 ALUMINUM ALLOY CONSTRUCTION
- PERMANENT WELDED FRONT BULKHEAD WITH WINDOW PROTECTOR
- EXTRUDED ALUMINUM TOUNGE-IN-GROOVE PLANK FLOOR
- 4" ALUMINUM LONGSILLS
- REINFORCED LINED STAKE POCKETS IN TOP RAIL
- ALL STAINLESS STEEL HARDWARE, HINGES & PINS
- 3 STAGE TELESCOPIC FRONT MOUNT HOIST
- 12V ELECTRIC HYDRAULC POWER UNIT
- 7,000 LB HOIST CAPACITY @ 47 DEGREE DUMP ANGLE
- LOW CG DECK HEIGHT AT 10.5" ABOVE CHASSIS FRAME
- LED MARKER LIGHTS WITH HARNESS – FACTORY INSTALLED
- SRW MUDLAPS
- 2 YEAR LIMITED WARRANTY
- LIGHTWEIGHT DESIGN - COMPLETE BODY & HOIST IS LESS THAN 800 LBS**

**COMPLETE & INSTALLED** **\$14,526.00**

**OPTIONS: (SELECT FROM LIST BELOW)\***

- 6" Alum Diamond Plate Tallboard Assembly w/LED STT & Backup Lights** **\$395.00**
  
- DIAMOND PLATE TOPSIDER BOXES, EACH SIDE, NATRUAL FINISH** **\$2,233.00**
  - 72" LONG X 16" HEIGHT X 13" DEEP
  - 2 DOOR, FOLD DOWN
  - CUSTOMER TO MAKE CUSTOM WOOD SIDE BOARDS FOR GAPS AND TAILBOARDS
  - BOXES MOUNTED APPROX CENTER ON EACH SIDE
- FISHER 7' POLYCASTER 1.5YD, VARIABLE CONTROLS** **\$8,185.00**
- FISHER FLEET FLEX SANDER ON TRUCK WITH CONTROLLER** **\$1,233.00**
- DIAMOND PLATE TOPSIDER BOXES, EACH SIDE, NATRUAL FINISH** **\$2,233.00**
  - 72" LONG X 16" HEIGHT X 13" DEEP, 2 DOOR, FOLD DOWN
  - CUSTOMER TO MAKE CUSTOM WOOD SIDE BOARDS FOR GAPS AND TAILBOARDS
  - BOXES MOUNTED APPROX CENTER ON EACH SIDE
  - INSTALL TOOLBOXES SO CUSTOMER CAN REMOVE. BOLT ON ONLY
- FISHER 8' HD2 STRAIGHT BLADE, HALOGENS, HAND HELD, YELLOW** **\$8,780.00**
  - W/ 10" RUBBER DEFLECTOR

**TOTAL MSRP WITH SELECTED OPTIONS =** **\$37,585.00**



## WESTPORT, CONNECTICUT

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

BACK UP MATERIAL  
RTM ITEM # 3

August 17, 2022

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

**Re: Request for Appropriation – WPCF Fire Alarm Replacement**

Dear Ms. Tooker,

This office respectfully requests an appropriation from the Sewer Reserve Fund for \$102,000.00 for replacement of four (4) fire alarm systems at the Influent, Sludge processing, Chlorination, and Control Buildings at the Westport Water Pollution Control Facility, (WPCF).

The existing systems in these buildings were originally specified when the WPCF was upgraded in 2004-2007, making them approximately 18 years old. While the systems have been maintained over the years by our security contractor, Security Solutions, technology has advanced in 15 years, and it is now time that they be replaced. In addition, the systems utilize proprietary equipment that can only be serviced by specialized subcontractors. The replacement systems will be non-proprietary and will be maintainable by any security contractor that we hire, now or in the future. This is consistent with our efforts to make all Town facility security and fire alarm systems open-source and non-proprietary.

The five-year Capital forecast includes this item under the Sewer Treatment Department grouping as "Replace four Fire Alarm systems at Wastewater Treatment Plant", at a funding level of \$83,000 reflecting 2021 pricing when the forecast was updated last year. Like many other industries, inflation, chip shortages and supply chain issues have impacted 2022 pricing. The current cost proposal has increased to \$92,130. With a 10% contingency of \$9,213 the total appropriation request is \$101,333. Rounding up, our appropriation request is an even \$102,000.

Respectfully,

A handwritten signature in black ink, appearing to read "Peter A. Ratkiewich", written over a horizontal line.

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

JUSTIFICATION FOR A CAPITAL PROJECT

**DEPARTMENT INFORMATION**

DEPT NAME: Department of Public Works Date: 8/16/22

PROJECT NAME AND DESCRIPTION  
 Replace four (4) fire alarm Systems at the Water Pollution Control Facility at the Influent, Sludge, Chlorination, and Control Buildings

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? 2019

APPROXIMATE COST: \$ 92,130 COST IN CAPITAL FORECAST: \$83,000  
 CONTINGENCY (10%): \$ 9,213  
 \$101,333 ←TOTAL REQUEST→ \$102,000

SOURCE OF FUNDS:

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

OTHER, DESCRIBE: Sewer Reserve  
 PAYBACK PERIOD: N/A

PROJECTED START DATE: November 2022 EST. COMPLETION DATE: January 2022  
 ESTIMATED USEFUL LIFE: 15 years

Is this project part of a larger capital project? No

Has an RFP been issued? YES  NO  We are using our contracted Security company that maintains our security systems for all Town buildings  
 Have bids been received? YES  NO  Number of bids received: \_\_\_\_\_  
 Was the lowest bid the winner? YES  NO  If not, why? \_\_\_\_\_

Who will benefit from the project? All users of the Sanitary Sewer and treatment plant facility

[Empty box]

Is it a replacement?                      YES    NO  
       

If yes, describe condition of what is to be replaced: Existing 18 year old Fire Alarm System

Pictures attached?                      YES    NO  
       

[Empty box]

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

[Empty box]

**FINANCE**

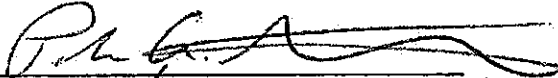
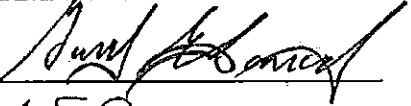
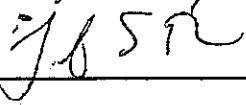
*This section to be completed by the Finance Director.*

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

**REVIEW/SIGN-OFF**

DEPARTMENT HEAD		DATE: 8-17-22
FINANCE DIRECTOR		DATE: 8/24/2022
FIRST SELECTMAN		DATE: 08-22-22



**SECURITY SOLUTIONS INC. (COMPANY)**  
 12 Oakwood Ave., Norwalk, CT 06850  
 888-834-0994 (203) 846-8466 Fax: (203) 846-4567  
 www.SecuritySolutionsInc.com

**SALES CONTRACT**

Page 1 of 1

DATE OF CONTRACT	REVISION	CUSTOMER#
		005649
TYPE OF SYSTEM: <input type="checkbox"/> Burglar Alarm <input type="checkbox"/> Carbon Mon. <input type="checkbox"/> Video		
<input checked="" type="checkbox"/> Fire Alarm <input type="checkbox"/> Access Control <input type="checkbox"/> Low Temperature		
<input type="checkbox"/> Other _____		

BUYER: Westport Waste Water - 4 Building Fire Alarm Upgrades
PREMISES: 4 Elaine Rd Westport, CT 06880 Telephone: (203) 341-1120

**I. PURCHASE AND INSTALLATION OF SYSTEM OR EQUIPMENT:**

- a) Buyer agrees to buy and Company agrees to sell, supply and/or install, at the Premises the "system" and/or equipment as described in the Schedule of Protection, in accordance with the terms and conditions hereinafter set forth.
- b) Company agrees to furnish material and labor for the installation of System, unless specified otherwise, in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful and workmanlike manner.

**SCHEDULE OF PROTECTION/EQUIPMENT**

Install upgrade to existing Fire Alarm systems in Influent, Sludge, Chlorination and Control buildings installed by others:

- 4 Farenhyt addressable & networkable fire alarm control panels
- 1 Remote Annunciator
- 10 Rechargeable batteries
- 35 Smoke detectors
- 24 Manual pull stations
- 24 Heat detectors
- 25 Monitor modules
- 1 Control relay
- 1 Duct Smoke Detector
- 1 NAC Power Supply
- 59 Detector bases
- 5 Network Boards
- \* Network all 5 systems together
- \* Connect all new devices to existing wiring
- \* Program and test systems
- \* System design is based on as built drawing provided by ToW if field conditions are different additional charges for components may be necessary.
- \* Warranty to cover only new wiring and devices installed at this time

**2. PRICE AND PAYMENT:**

- a) Buyer agrees to pay to Company the sum of \$ 92,130.00 with \$ 46,065.00 payable herewith as a deposit, and the balance due upon completion of installation. Progress payments for portions of the installation completed during phases of construction or remodeling will be billed and immediately due according to the schedule incorporated below. Invoice(s) for progress payments will be rendered at the first of each month for labor performed and materials delivered and/or stored during the previous calendar month.
- b) Sales tax, where applicable, will be applied to the selling price at prevailing rates.
- c) Finance charges on any overdue accounts shall be paid by the Buyer when billed at 1 1/2% per month (18% per annum) on any and all outstanding balances.

**3. LIMITED WARRANTY:**

- A) WHAT IS COVERED: FOR ONE (1) YEAR AFTER COMPANY COMPLETES THE INSTALLATION, COMPANY WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO BUYER. COMPANY CAN USE NEW OR USED PARTS OF THE SAME QUALITY.
- B) HOW TO GET SERVICE: CALL OR WRITE COMPANY AT THE ADDRESS AND TELEPHONE NUMBER SHOWN AT THE TOP OF THIS AGREEMENT AND TELL COMPANY WHAT IS WRONG WITH THE SYSTEM. COMPANY WILL PROVIDE SERVICE AS SOON AS POSSIBLE AFTER RECEIPT OF BUYER'S NOTICE.
- C) WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS COMPANY'S ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE BATTERIES IN WIRELESS DEVICES. COMPANY MAKES NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE TERM OF THIS ONE YEAR LIMITED WARRANTY. COMPANY DOES NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. COMPANY DOES NOT WARRANT THAT THE SYSTEM CANNOT NOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, BUYER'S FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN COMPANY ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. COMPANY IS NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. BUYER AGREES THAT THIS IS COMPANY'S ONLY WARRANTY AND COMPANY HAS GIVEN BUYER NO OTHER WARRANTY FOR THE SYSTEM.
- D) STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO BUYER. THE WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS AND BUYER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND BY THIS REFERENCE MADE A PART HEREOF. BUYER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO BUYER OR ANYONE ELSE. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT HE HAS BEEN AFFORDED THE OPPORTUNITY TO INCREASE COMPANY'S LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL SUM TO COMPANY.

SECURITY SOLUTIONS INC. — CT STATE LICENSE #103995  
 BY: James Orvis X  
 Agent

BUYER: Westport Waste Water Plant Frank Bottone  
 BY: X  
 Title

DATE OFFERED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

THIS CONTRACT SHALL BE BINDING UPON THE COMPANY UNLESS DISAPPROVED IN WRITING BY AN OFFICER OF THE COMPANY WITHIN 14 DAYS AFTER THE TRANSACTION DATE. IN THE EVENT OF DISAPPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO BUYER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY BUYER UPON SIGNING THIS CONTRACT.

INITIALS

TERMS AND CONDITIONS

4. AUTHORIZATION TO INSTALL:

- a) Buyer authorizes Company or its designee: (i) to enter upon the Premises to install the System or cause the System to be installed, and (ii) to make any preparation necessary for the installation or service of the System.
- b) Buyer shall give company access to the Premises during Company's normal working hours (8:30 a.m. - 6:00 p.m. Monday through Friday), or if buyer does not provide such access, it shall pay Company its prevailing surcharge rate for any installation made during non-normal hours.
- c) Buyer represents that it has secured all permits, licenses, etc. required from all authorities which are required to enable Buyer to perform this Contract. Buyer agrees to pay all taxes, charges and fees resulting in company's performance of this agreement.
- d) Company shall not be liable for delay in installation of the System due to any cause beyond Company's control, including but not limited to strikes, riots, power failures, telephone company delays, storms, floods, acts of God.

5. ACCEPTANCE OF INSTALLATION:

Buyer acknowledges that he has chosen the system and that additional protection is available and may be obtained from company over and above that provided herein at an additional cost to buyer. Any error or omission in the installation of the System must be called to the attention of Company in writing within 7 days after completion of installation. Upon the expiration of said 7 days, the installation of the System shall be deemed totally satisfactory to and accepted by Buyer.

6. BUYER TO PROVIDE ELECTRICAL VOLTAGE SOURCE:

Buyer hereby acknowledges that it will provide, install necessary non-switched outlets, and maintain line voltage necessary for the installation, service and proper operation of the System.

7. CHANGES IN THE SYSTEM:

- a) Buyer shall pay to the Company the cost of any additions, corrections or changes to the System that may be requested or required after the execution of this Contract by the Buyer or any other authority.
- b) Buyer shall promptly bring to the attention of the Company any rules, regulations, standards or codes applicable to the Premises where the System is to be installed.
- c) If the System is to be installed according to plans and specifications provided by Buyer, all costs incurred for any additions, changes or corrections necessitated by inaccuracies, errors, discrepancies or changes in said plans and specifications shall be borne by the Buyer.

8. NO SERVICE OR MONITORING PROVIDED:

Except as specifically set forth herein, Company shall not be obligated to provide non-warranty service or monitoring of any type for the system installed for the benefit of Buyer. If Buyer wishes the system to be serviced or monitored by Company, a separate agreement shall be negotiated by the parties.

9. TITLE:

Until the Buyer shall have made all payments required in this Contract, title to the system and all of the component parts therein shall remain in the Company, and Buyer shall bear the entire risk of loss thereof. Upon final payment title shall be deemed to have passed to Buyer.

10. DEFAULT BY BUYER:

- a) The happening of any one or more of the following shall be Events of Default under this Contract: (i) Failure by Buyer to pay any amount or charge within 10 days after the same is due and payable as set forth in Section 2 of this Contract; (ii) Failure by Buyer to observe, keep or perform any agreement required by it herein; (iii) Loss, theft or disappearance from the Premises, substantial damage to, or destruction of, the System; (iv) Action by any governmental authority directed at Buyer or the Premises rendering it impossible or impractical for the Company to perform this Contract; (v) Dissolution, termination of existence, discontinuance of business, insolvency or business failure of Buyer; or (vi) Initiation or formal threat to initiate, any bankruptcy, reorganization, assignment for the benefit of creditors, or like proceeding, by or against Buyer.
- b) Upon the occurrence of any Event of Default, then at any time thereafter (unless the Company specifically waives its right under this paragraph b) the Company may pursue one or more of the following remedies: (i) By written notice to Buyer, declare all unpaid amounts and charges to be immediately due and payable and to recover from the Buyer the total unpaid balance of all payment due under Section 2 of this contract and any other amounts which are due under any other provision of this contract, provided that all past due amounts and charges shall bear interest at the rate of 1-1/2% per month (18% per year) from the first occurring Event of Default, (ii) resume immediate possession of the System, and for such purpose enter the Premises and remove the system, Buyer hereby waiving any further rights to the System or any claims for, or resulting from, said repossession, including any claim for restoration of the Premises to former condition, (iii) demand that Buyer return the system or any part thereof, at Buyer's expense, to such place the Company shall specify; (iv) immediately cease further work on the installation of the System, and terminate this Contract by written notice to the Buyer; (v) proceed at law or at equity to enforce performance by Buyer of the provisions of this Contract, or to recover damages for the breach of this Contract.
- c) In the event of repossession of the System or any part thereof, Buyer shall continue to be responsible to Company for any deficiency remaining, after application of the proceeds of any resale first to all costs of repossession, storage and resale, including reasonable attorneys fees and costs, and after such application the balance shall then be applied to the unpaid amount of the sum of all payments which the Buyer was required to make under the provisions of this Contract.
- d) The above remedies are cumulative and availing of one does not preclude availing of another.
- e) SUBSCRIBER WAIVES ALL RIGHTS TO NOTICE AND A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE SYSTEM BY COMPANY IN THE EVENT OF A DEFAULT HEREUNDER.
- f) If this Contract is referred for collection to an attorney, Buyer shall pay all reasonable costs of collection, including the reasonable fees charged by an attorney, and all court costs.

11. BUYER'S PURCHASE ORDER:

It is understood and agreed by and between the parties hereto that if there is any conflict between this Contract and Buyer's Purchase Order, or any other document, this Contract will govern, whether or not purchase order or other document is prior or subsequent to this Contract.

12. COMPANY NOT AN INSURER; LIQUIDATED DAMAGES

- a) It is understood and agreed that Company is not an insurer; that insurance, if any, shall be obtained by Buyer; that payments provided herein are based solely upon the value of the System and warranty service as set forth herein, and are unrelated to the value of the buyer's property or the property of others located on buyer's premises; and the Company makes no warranty other than as is expressly set forth in section 3 hereof (entitled Limited Warranty).
- b) Buyer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from Company's negligence, or Company's failure to perform any of the obligations herein, or the failure of the System to properly operate with the resulting loss to Buyer because of, among other things: (i) The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or service is designed to detect or avert; (ii) the uncertainty of the response time of any police or fire department, paramedic unit, or others, should the police or fire department, paramedic unit, or others, be dispatched as a result of a signal being received, or an audible device sounding; (iii) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by a failure of the system to operate; (iv) the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the System is designed to detect or avert; or, (v) the nature of the System and Company's service.
- c) Buyer further understands and agrees that if Company should be found liable for loss or damage due to: (i) Company's gross or ordinary negligence (ii) a failure of company to perform any of the obligations herein, including, but not limited to, installation, repair, warranty service, or (iii) a failure of the equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to Five Hundred (\$500.00) Dollars or the amount of this contract, whichever is the less, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this contract, or from negligence, gross or ordinary, of Company, its agents, servants, assigns, or employees.
- d) If Buyer wishes Company to assume a limited liability in lieu of the liquidated damages as hereinabove set forth, Buyer may obtain from Company a limitation of liability by paying an additional charge to Company. If Buyer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions, and amount of the limited liability and the additional charge. Such rider shall be attached to this Agreement and interpreted to hold Company as an insurer.

13. THIRD PARTY INDEMNIFICATION AND SUBROGATION:

If anyone other than Buyer, asks Company to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the alarm system or services, Company's gross or ordinary negligence, (ii) any other improper or careless activity of Company in providing the alarm system or services or (iii) a claim for indemnification or contribution, Buyer will repay to Company (a) any amount which a court orders Company to pay or which Company reasonably agrees to pay, and (b) the amount of Company's reasonable attorney's fees and any other loss or costs that Company may pay in connection with the harm or damages. Buyer's obligation to repay Company for such harm or damages shall not apply if the harm or damages happens while one of Company's employees or subcontractors is in or about Buyer's premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by Buyer's property insurance policy, Buyer agrees to release Company from any claims of any parties suing through Buyer's authority or in Buyer's name, such as Buyer's insurance company, and Buyer agrees to defend Company against any such claim, Buyer will notify Buyer's insurance company of this release.

14. LIMITATION ON LAWSUITS: WAIVER OF JURY TRIAL:

Both Company and Buyer agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

15. INVALID PROVISIONS:

In the event that any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ENTIRE INTEGRATED CONTRACT; MODIFICATION; ALTERATION; WAIVER:

This contract contains the entire agreement of the parties who shall not be bound by any prior representations, promises, conditions, inducements or warranties, express or implied, not included herein. Any modification or amendment of the Contract must be in writing, executed by both parties.

17. ASSIGNEES/SUBCONTRACTOR OF COMPANY:

Company shall have the right to assign this Contract to any other person, firm or corporation without notice to Buyer, and shall have the further right to subcontract any installation or warranty service which it may perform under this Contract. Buyer acknowledges that this Contract and particularly those paragraphs relating to Company's maximum liability, liquidated damages, disclaimer of warranties and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of Company, and that they bind Buyer with respect to said assignees and/or subcontractors with the same force and effect as they bind Buyer to Company.

18. BINDING EFFECT:

This contract is binding on Buyer and his legal representatives, and any person who purchases or leases the Premises and does not (a) permit the Company to repossess any of its equipment located on the Premises or, (b) fails to enter into a new agreement for services being provided pursuant to this Contract. This Contract and its benefits may not be assigned by Buyer without the prior written consent of Company, which may not be unreasonably withheld.

19. CONSTRUCTION:

The Contract is made in the State of Connecticut and shall be construed and enforced in accordance with the laws of such state.



WESTPORT™

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.  
WESTPORT, CONNECTICUT 06880  
(203) 341 1120

BACK UP MATERIAL  
RTM ITEM # 4

August 26, 2022

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

Re: Appropriation from Sewer Reserve Fund  
Emergency Repairs to Force Main, PS#10

Dear Ms. Tooker,

This office, herein, requests an appropriation from the Sewer Reserve Fund in the amount of Two Hundred Sixty Thousand dollars (\$260,000.00) for emergency repairs to the Pump Station #10 force main.

In the past 12 months we have been called out to repair ruptures in the existing ductile iron line on three occasions, with each incident costing in the range of \$20k-\$30k each incident. It appears that there is an issue with the pipe material where it is in close vicinity to ledge rock that causes the pipe to weaken and rupture. Rather than replacing the pipe in its entirety we have determined that we can install a rigid liner through the problem area to cure this issue once and for all.

Pump Station #10 is located on the north side of Greens Farms Road, at the town line between Westport and Fairfield. It was constructed in 1975 along with a 10" ductile iron force main. The force main runs some 3100 feet from the pump station westerly along Greens Farms Road, northerly up Bulkley Avenue South, then across the Stop and Shop parking lot exiting at the western entrance to Stop and Shop. From there it runs west along the Post Road until discharging in a gravity manhole at Maple Avenue.

The problem area is located in the last 1000 feet of the pipe crossing the Stop and Shop parking lot, which is problematic because every time it breaks, the repair work disrupts traffic going into and out of the retail center. The proposed repair to the force main will address this 1000-foot section and can be completed in a 24-to-48-hour work window, thus minimizing disruption to the retail center.

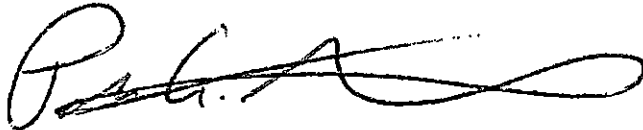
This 1000 feet of pipe is part of a larger project to replace the entire force main, which was

Pump Station #10 Force Main Emergency Repair request ; August 26, 2022

projected in the 5-year capital forecast in FY2024 at a cost of \$750,000. Because of the three recent breaks this work is being done on an emergency basis and will resolve one third of the pipe run permanently. We will still plan on replacing the remaining 2100 feet of force main in FY 2024.

Attached is a breakdown of costs associated with this work.

Respectfully,

A handwritten signature in black ink, appearing to read "Peter A. Ratkiewich", with a large, sweeping flourish at the end.

Peter A. Ratkiewich  
Director of Public Works

cc: Gary Conrad, finance Director

G:\Pw\_off\PAR\APPRQST\PS#10 Force MainEmerRepairs



JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works August 24, 2022

PROJECT NAME AND DESCRIPTION
Pump Station 10 Force Main Pipe Lining

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

If no, why not? First Proposed in 2019
If yes, answer the following two questions:
Which FY was the project first proposed? Planned for 2024 but has become an emergency repair due to 3 breaks in the past 12 months.
Which FY was the project first planned? \$750,000.00 for 3100lf of 10" force main. The current request will replace 1000lf or 1/3 the total length.

APPROXIMATE COST: \$234,500.00
CONTINGENCY (10%): \$23,450.00
\$257,950.00 <TOTAL REQUEST> \$260,000.00

SOURCE OF FUNDS:

Table with 2 columns: CAPITAL BOND, GEN'L FUND, CNR, GRANT, STATE, OTHER. Includes checkboxes for each category.

OTHER, DESCRIBE: Sewer Reserve Fund

PAYBACK PERIOD:

PROJECTED START DATE: September 2022 EST. COMPLETION DATE: September 2022
ESTIMATED USEFUL LIFE: 75 years

Is this project part of a larger capital project? No

Has an RFP been issued? YES NO [ ] [X] Engineering staff developed bid documents
Have bids been received? YES NO Number of bids received: 2 Prequalified Bidders [X] [ ]
Was the lowest bid the winner? YES NO If not, why? [X] [ ]

Who will benefit from the project? Residents within the associated sewer-shed

[Empty box]

Is it a replacement? YES  NO  Internal lining of the existing force main with a "Cured in Place Pipe" CIPP Fiberglass reinforced liner with Vinyl Ester Resin

If yes, describe condition of what is to be replaced: \_\_\_\_\_

Pictures attached? YES  NO

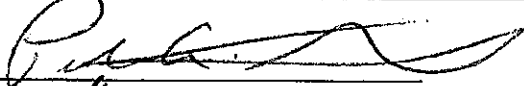

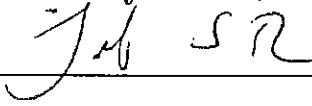
What other approvals/reviews are necessary to begin this project? RTM, BOS

**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: 8-24-22
FINANCE DIRECTOR		DATE: 8-29-2022
FIRST SELECTMAN		DATE: 8/26/22

## Pump Station 10" Force Main Slip Lining

<u>Lining Proposals</u>			<u>AROLD CONSTRUCTION</u>		<u>GREEN MOUNTAIN</u>	
<u>Item Description</u>	<u>Unit Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>	<u>Unit Cost</u>	<u>Cost Per Item</u>
Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00	(included)	
Pre-Inspection	1000	LF	\$ 7.50	\$ 7,500.00	(included)	
CIPP Lining	1000	LF	\$ 225.00	\$ 225,000.00	\$ 129.00	\$ 129,000.00
End Seals	2	EA	\$ 1,500.00	\$ 3,000.00	(included)	
Post Inspection	1000	LF	\$ 1.00	\$ 1,000.00	(included)	
<b>TOTAL BID</b>			<b>\$ 238,000.00</b>		<b>\$ 129,000.00</b>	

	<u>Trucks</u>	<u>Hours / Each</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Total</u>	
<u>Bypass Pumping / Trucking</u> Day 1 - Valve install	3	10	40	\$ 300.00	\$ 12,000.00	<i>Estimated</i>
Day 2 - CIPP install	3	15	45	\$ 300.00	\$ 13,500.00	<i>Estimated</i>

### Support Excavation & 10" Valve Install

David Tinker Excavating \$ 50,000.00 *Estimated*

### Pavement Restoration

G. Pic & Sons Construction \$ 30,000.00 *Estimated*

TOTAL ESTIMATED COST = \$ 234,500.00

10% Contingency = \$ 23,450.00

TOTAL Approximate Cost = \$ 257,950.00

**TOTAL REQUEST = \$ 260,000.00**

## Committee Report

### Joint RTM Public Works & Finance Committee Meeting

Wednesday, September 28<sup>th</sup>, 2022, Room 201: Town Hall

**Public Works Attendance:** Peter Ratkiewich, Chris Tait, Lori Church, Jay Keenan, Dick Lowenstein, Don O'Day, Andrew Colabella, Peter Gold

**Finance Attendance:** Seth Braunstein, Noah Hammond, Don O'Day, Stephen Shackelford

**Members of the Public:** Kristin Schneeman, Valerie Seiling Jacobs, Ellen Lautenberg, Tony Palmer Landscaper, Kristen Mott Purcell, Robert Iannacone Landscaper, Eileen Lavigne Flug, Louis Mall, Kitty Graves, Dave Benedict D&D Landscape, Tom Forite Landscaper, James Philbin (Trumbull) Landscaper

1. Upon the request of the Director of Public Works, to approve an appropriation of \$75,000.00 to the Sewer Reserve Fund Account #32003330-500366 to purchase one (1) F350 Sewer Collection System Service Truck with Flatbed, Sander, and Plow.

Discussion: Replacing one of the current fleet vehicles, a 2011 F350 Service truck, frontline piece of equipment for plowing and pump station service, is a primary vehicle for removing snow and ice from pump stations and moving portable generators to pump station. Truck #62 is showing fatigue and wear with numerous repairs coming up at a higher cost. Auction prices of used utility vehicles have increased, which would offset the cost of new vehicle purchase at a greater price. Scheduled for Five Year capital forecast (\$80,000) but is now obviously less than that. An \$8,000 allowance for equipment upgrades for location GPS, lights/strobes, plow, sander. Dealership in Plainville has one on hold, was reserved ahead of time due to supply chain shortage fears. Proceeds from sale of used vehicle goes to Sewer Fund. There are currently no options for electric vehicles now. The new vehicle will be a naturally aspirated gas powered 7.3 liter. The Sewer Fund is paid for from the collection of sewer fees.

#### Finance:

Motion: Noah Hammond, Second by Stephen Shackelford.

4-0 Unanimous

#### Public Works:

Motion: Dick Lowenstein, Second by Lori Church,

6-0 Unanimous

2. Upon the request of the Director of Public Works, to approve an appropriation of \$102,000.00 to the Sewer Reserve Fund Account #32003330-500367 to replace four (4) Fire Alarm Systems at the Influent, Sludge Processing, Chlorination and Control Buildings at the Water Pollution Control Facility (WPCF).

The current four fire alarm system is tied to the buildings, comprised of capabilities such as heat, smoke, hydro, chemical, gas, are spread across the Influent, Sludge Processing, Chlorination and Control Buildings at the Water Pollution Control Facility. These were installed in 2004 during the restoration process of the buildings. Technology has changed extensively since then; these do

not lend themselves to good part replacement and individual parts are not common or carried. In fiscal year 2021, it was \$82,000. According to FY 2023, the proposal for \$92,130, with a 10% contingency to \$102,000. A detail sales quote was attached from the contractor to their report. Once it is installed by Security Solution, they will have a variety of different manufacturers and if it can work in their network, the flexibility of component replacement is extensive. The Sewer Fund is paid for from the collection of sewer fees.

**Finance:**

Motion: Don O Day, seconded by Stephen Shackelford,  
4-0 Unanimous

**Public Works:**

Motion: Andrew Colabella, seconded by Don O'Day,  
7-0 Unanimous

3. Upon the request of the Director of Public Works, to approve an appropriation of \$260,000.00 to the Sewer Reserve Fund Account #32003330-500368-10130 for Emergency Repairs to Force Main Pump Station #10.

Located behind HomeGoods, Force Main Pump Station #10 on Greens Farms Road pipe runs up Bulkley Ave across the Stop n' Shop parking lot and runs parallel to the Post Road to Maple Ave where it is discharged over by BP Gas Station. Over the past five years, there has been five occasions where it has deteriorated, the duct liner pipe can be affected by the soil, which the pipe could expand and crack. The line runs through Stop n Shop parking lot, and it costs \$15,000 to shut down the pump house, shut the forced main, pump into a truck, , and decant into the forced main by BP Gas Station with three other trucks following to keep the constant flow. With approval from the Finance Director and explanation, an acceptable method has been created, called a 'Slip lining'. This process would take 24-48 hours to shut down the pump house, clean the pipe out, camera it and search for other deteriorations where after a sock is inverted the entire length of the pipe through water pressure at a length of 3,000 feet, one third of it can be sleeved, (1,000 feet). It forms to the pipe, turning into a pipe itself as a sleeve using flushing hot water through it to cure the plastic material, making it 3/8 of an inch thick. Fiscal Year 2024 has an appropriation of \$750,000 for this capital improvement project, the remaining 2100 feet is due for replacement. The Sewer Fund is paid for from the collection of sewer fees.

**Finance:**

Motion: Nancy Kail, second by Noah Hammond,  
Unanimous, 4-0

**Public Works:**

Motion: Don O Day, second by Stephen Shackelford,  
Unanimous, 7-0