

RESOLUTIONS

(1)

RESOLVED: That upon the recommendation of the Board of Education, the agreement between the Westport Intermediate Administrators Association and the Board of Education for the period covering July 1, 2023 to June 30, 2026 is hereby not rejected.

(2)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, the sum of \$831,000.00 for FY22-23 Capital Projects is hereby appropriated.

(3)

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).

LEAF BLOWERS

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 that 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 backpack or handheld 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.

“Summer” shall mean the days beginning on May 15th and October 15th of each year.

“Approved Hours” shall mean Monday through Friday 7:00 am to 8:00 pm; and Saturdays, Sundays and holidays 9:00 am to 8:00 pm.

__-3. Regulation of Leaf Blower Activity.

- (a) Electric-Powered Leaf Blowers may be used during the Approved Hours on all properties within the Town.
- (b) Beginning on May 15, 2023, Gas-Powered Leaf Blowers may not be used on any state or federal holiday.
- (c) Beginning on May 15, 2023 and ending on October 14, 2023
 - (1) Gas-Powered Leaf Blowers may be used between 8:00 am and 6:00 pm on Mondays through Fridays, and between 9:00 am and 3:00 pm on Saturdays. Gas-Powered Leaf Blowers may not be used on Sundays.
 - (2) Only one (1) Gas-Powered Leaf Blower may be used on a property of one-quarter (1/4) acre or less.
- (d) Beginning on October 15, 2023 Gas-Powered Leaf Blowers may only be used outside of Summer between 8:00 am and 6:00 pm.
- (e) Beginning on May 15, 2024, Gas-Powered Leaf Blowers may not be used during Summer.
- (f) Notwithstanding the provisions of Sections __-3 (a) through (e):
 - (1) Individual residents maintaining their own property shall be permitted to use Gas-Powered Leaf Blowers during the Approved Hours. Effective May 15, 2024

individual residents shall comply with Section ___-3(e) regarding the use of Gas-Powered Leaf Blowers during Summer.

(2) The use of Gas-Powered Leaf Blowers and Electric-Powered Leaf Blowers shall be permitted for storm condition clean-up, emergency situations affecting the health or safety of residents, and snow removal operations.

(3) The provisions of this Article shall not apply to the use of Leaf Blowers on State- or Town-owned property, or on any property in excess of 20 acres except residential communities, or the use of Leaf Blowers by public utilities.

___-4. Education.

The Conservation Department shall broadly communicate the terms of this Article and encourage property owners to comply. Upon receipt of a written complaint (via email or hard copy) of a potential violation of this Article, the Conservation Director or their designee shall provide written information and educational materials about the terms of this Article to the property owner.

___-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 May 15, 2023.



WESTPORT PUBLIC SCHOOLS

JOHN BAYERS

Assistant Superintendent for Human Resources and General Administration

110 Myrtle Avenue
Westport, Connecticut 06880
Telephone: (203) 341-1004
Fax: (203) 341-1024
jbayers@westportps.org

To: Mr. Thomas Scarice, Superintendent

From: John Bayers, Assistant Superintendent for
Human Resources & General Administration

Subject: Approval of WIAA Contract

Date: September 14, 2022

Collective bargaining with the Westport Intermediate Administrators Association has been successfully completed. A Tentative Agreement was signed, and the WIAA membership is scheduling a ratification meeting soon. The Board of Education is set to review this agreement on September 19, 2022, and will possibly vote on the agreement if the WIAA has ratified it.

The major modifications to the existing agreement are summarized below:

Length of Contract:

- July 1, 2023 – June 30, 2026

Salary Schedule:

- 2023 – 2024: GWI 2.50%, plus step, GWI 2.50% at Maximum Steps (3.02% Total)
- 2024 – 2025: GWI 1.00%, plus step, GWI 2.50% at Maximum Steps (2.68% Total)
- 2025 – 2026: GWI 1.00%, plus step, GWI 2.50% at Maximum Steps (2.50% Total)

Total Percentage Increase: 8.20% (Simple) 8.43% (Compounded)

Health and Medical Insurance:

- Employee premium share of 19%* in 23 – 24, 19.5% in 24 – 25, and 20% in 25 – 26.
- BoE HSA contributions of 60%* in 23 – 24, 50% in 24 – 25, and 50% in 25 – 26.
 - o *The insurance provisions of the agreement for the first year of the contract were fixed by the MOA the Board signed with the WIAA last year regarding the switch from the SPP to the HDHP.

Substantive Language Updates/Changes:

- Clarity on the scheduling of work days beyond the teacher work year for 202 and 208 day WIAA members. (Updated contract language)
- Clarity on compensation for any unused vacation days by outgoing 12 month WIAA members. (Side Letter)
- Ability for the Superintendent or designee to allow or require 12 month WIAA members to work remotely on School Closure Days. (Side Letter)

**WIAA CONTRACT (July 1, 2023 - June 30, 2026)
Cost Impact Analysis**

I. SALARY

Fiscal Year	Total SALARY Account	Total Projected Cost	
		\$	%
2022-2023 (Year 0)	\$ 6,941,621		
2023-2024 (Year 1)	\$ 7,151,258	\$ 209,637	3.02%
2024-2025 (Year 2)	\$ 7,342,912	\$ 191,654	2.68%
2025-2026 (Year 3)	\$ 7,526,484	\$ 183,573	2.50%
	Total 3 YR contract:	\$ 584,863	8.43% compounded 8.20% simple

II. INSURANCE (Premium Cost Sharing)

	Current Offering (18.0%)	NEW CONTRACT (19.0%/19.5%/20.0%)	
		Annual Cost	(Cost Avoidance)
2023-2024 (Year 1)	\$ 843,917	\$ 833,626	\$ (10,292)
2024-2025 (Year 2)	\$ 910,258	\$ 893,607	\$ (16,651)
2025-2026 (Year 3)	\$ 981,841	\$ 957,894	\$ (23,947)
	\$ 2,736,017	\$ 2,685,126	\$ (50,890)

III. HEALTH SAVINGS ACCOUNT (HSA) EMPLOYER CONTRIBUTION

	Current Offering (60%)	NEW CONTRACT (60%/50%/50%)	
		Annual Cost	Additional Cost
2023-2024 (Year 1)	\$ 79,200	\$ 79,200	\$ -
2024-2025 (Year 2)	\$ 79,200	\$ 66,000	\$ (13,200)
2025-2026 (Year 3)	\$ 79,200	\$ 66,000	\$ (13,200)
	\$ 237,600	\$ 211,200	\$ (26,400)

TOTAL CONTRACT COST 3 YEARS: \$ 507,573

Assumptions:

Medical costs increase 14%/8%/8%
Dental costs rise by 5.5% annually
No change in covered employees

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made by and between the Westport Board of Education (the "Board") and the Westport Intermediate Administrators Association (the "Association"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the Board and the Association are parties to a collective bargaining agreement covering the period July 1, 2020 through June 30, 2023 (the "Current Contract"); and

WHEREAS, the Board and the Association agree that, effective July 1, 2022, the Board shall provide medical benefits to bargaining unit members through a High Deductible Health Plan with a Health Savings Account ("HDHP") in lieu of the medical benefits under the State Partnership Plan 2.0 ("SPP") described in Article III, Section B of the Current Contract.

NOW, THEREFORE, the parties hereby agree as follows:

1. Effective July 1, 2022, all employees shall switch from the SPP to the HDHP in accordance with the provisions set forth herein.
2. Effective July 1, 2022, Article III, Medical Insurance and Disability Insurance, of the Current Contract shall be amended as follows:

ARTICLE III MEDICAL INSURANCE AND DISABILITY INSURANCE

- A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) (as described in Appendix A). The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP, *except that for the Fiscal Year 2022-2023, the Board will contribute sixty percent (60%) of the deductible for active employees participating in the HDHP.* Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

The Board's deposit toward the HDHP deductible will be made as follows: 25% at the beginning of each quarter (first business day following September 1, December 1 March 1 and June 1), *except that for the Fiscal Year 2022-2023, the Board shall pay 100% of its share of the HDHP deductible around the time the employee establishes his/her HSA account, provided the employee has previously established an HSA account.*

There will be no cost for preventative care. Once the HDHP deductible is met, *medical* benefits will be covered at 100% for in-network. Out-of-network services will be subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. Co-payments under the formulary plan will apply after the deductible is met up to *the combined out-of-pocket maximum of \$4,000/\$8,000* ~~an additional out-of-pocket maximum of \$1,000/\$2,000~~. The co-payments shall be ~~\$10.00~~ *5.00* for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons.

A summary of the benefits of these plans shall be set forth for informational purposes in Appendices A (HDHP plan) and B (dental plan), provided that the actual benefit shall be determined in accordance with the insurance contract(s).

The Board will also provide life insurance for each eligible employee in an amount equal to two and one-half (2.5) times annual salary rounded upward to the next highest thousand. Upon resignation or retirement, unit members will be offered the opportunity to convert life insurance previously available under the Board group plan to an individual policy at their own expense, carrier permitting. Upon retirement from the Westport Public Schools, each retiree shall receive from the Board an explanation of benefits booklet, which shall describe the retiree's option for benefits and continuing benefits, (e.g. life insurance, medical and dental insurance). The Board shall notify retirees in writing of any changes to those benefits, and the Board and the Association may provide information to retirees about the advantages of participation in the TRB insurance plan for teachers eligible to participate in Medicare A and B.

- B. 1. Effective September 1, 2020, the Board will pay for all full-time employees seventy-nine and one half percent (79.5%) of the cost of all premiums and the employee shall pay twenty and one half percent (20.5%) of such costs. Effective September 1, 2021, the Board will pay for all full-time employees seventy-eight and one half percent (78.5%) of the cost of all premiums and the employee shall pay twenty-one and one half percent (21.5%) of such costs. ~~Effective September 1, 2022, the Board will pay for all full-time employees seventy-seven and one half percent (77.5%) of~~

~~the cost of all premiums and the employee shall pay twenty-two and one half percent (22.5%) of such costs. Effective July 1, 2022, the Board will for all full-time employees eighty-two percent (82%) of the cost of all premiums, and the employee shall pay eighteen percent (18%) of such cost.~~

Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board. The Board will pay for part-time employees, seventy percent (70%) of the cost of all premiums and the employee shall pay thirty (30%) of such cost. Contributions will be based upon the cost of coverage elected by the administrator, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year).

2. Dental benefits shall reimburse preventive expenses at 100% co-insurance. A \$50.00 annual deductible (\$150 family maximum) is applied to general and major services. General services shall be reimbursed at an eighty percent (80%) co-insurance and major services at fifty percent (50%) co-insurance. This benefit is subject to a \$2,500 calendar year maximum per covered individual.
3. A program of long-term disability insurance is available at Board expense to each eligible administrator in accordance with the provisions of an insurance policy obtained by the Board, which provides a maximum benefit of seven thousand five hundred (\$7,500) per month after a waiting period of 180 days.

C. Insurance Carriers

The Board of Education at its sole discretion may change the identity of carriers identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing vendors under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the proposed change and the reasons therefore.

During the next ensuing thirty (30) day period, the parties shall meet and the reasons for the proposed change shall be more fully explained. Any changes in carrier identification must provide substantially equal benefits and service to the members of the bargaining unit and their dependents at no additional cost, and any claims then or thereafter that this is not the case may be the subject of a grievance under the controlling grievance procedures. If, during the thirty (30) day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the purpose of determining whether the proposed change or changes will, in fact, provide equal benefits, at no additional cost to covered

employees or their dependents. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Notwithstanding the foregoing, the Board and the Association agree that the Association shall be deemed to have reviewed and agreed to the Board's selection of the insurance carrier and/or administrator with an implementation effective date of July 1, 2022, and any disagreement by the Association regarding such selection shall not be subject to arbitration.

D. Flexible Spending Account

The Board shall make available a flexible spending account as permitted in accordance with federal regulations.

E. ~~Connecticut State Partnership Plan 2.0~~

~~Subject to the conditions set forth below, the Board shall offer each bargaining unit member the opportunity to participate in the Connecticut State Partnership Plan 2.0 (SPP) for medical benefits in lieu of the medical benefits described in Sections A and B of this Article III and in Appendix A. Dental benefits shall continue (including employee premium cost sharing for such dental benefits) as provided in Sections A and B of this Article III and in Appendix B. The medical benefits shall be as set forth in the SPP, including any subsequent amendments or modifications made to the SPP by the State and its employee representatives. The administration of the SPP, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SPP. A summary of the benefits of the SPP shall be set forth for informational purposes in Appendix C, provided that the actual benefits shall be determined in accordance with the SPP.~~

~~a. The premium rates shall be set by the SPP. Based on such rates, the Board shall establish a blended rate to provide the same rate to active and retired teachers in accordance with statute.~~

~~b. Effective September 1, 2020, the Board shall pay for all full-time employees seventy-nine and one-half percent (79.5%) of the premium cost, and the employee shall pay twenty and one-half percent (20.5%) of such cost. Effective September 1, 2021, the Board shall pay for all full-time employees seventy-eight and one-half percent (78.5%) of the premium cost, and the employee shall pay twenty-one and one-half percent (21.5%) of such cost. Effective September 1, 2022, the Board shall pay for all full-time employees seventy-seven and one-half percent (77.5%) of the premium cost, and the employee shall pay twenty-two and one-half percent (22.5%) of such cost. The Board shall pay for part-time~~

employees seventy percent (70%) of the premium cost and the employee shall pay thirty percent (30%) of such cost.

- e. ~~The SPP contains a Health Enhancement Plan (HEP) component. All employees participating in the SPP are subject to the terms and provisions of the HEP. In the event SPP administrators impose the HEP non-participation or noncompliance \$100 per month premium cost increase or the \$350 per participant to a maximum of \$1400 family annual deductible, those sums shall be paid 100% in their entirety by the non-participating or non-compliant employee. No portion or percentage shall be paid by the Board. The \$100 per month premium cost increase shall be implemented through payroll deduction, and the \$350/\$1400 annual deductible shall be implemented through claims administration.~~
- d. ~~In the event any of the following occur, the Board or the Association may reopen negotiations in accordance with Conn. Gen. Stat. Section 10-153f(e) as to the sole issue of medical benefits, including plan design and plan funding, premium cost share, and/or introduction of a replacement medical benefits plan in whole or in part:
 - i) ~~If the SPP in its current form is no longer available; or if the benefit plan design of the SPP is modified as a result of a change in the State's collective bargaining agreement with SEBAC, if such modifications would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical insurance plan; and/or~~
 - ii) ~~If Conn. Gen. Stat. Section 3-123rr et seq. is amended, or if there are any changes to the administration of the SPP, or if additional fees and/or charges for the SPP are imposed so as to affect the Board, any of which amendments, changes, fees or charges (individually or collectively) would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost share, and/or introduction of an additional optional medical benefits plan; and/or~~
 - iii) ~~If the cost of the medical benefits plan offered herein is expected to result in the triggering of an excise tax under The Patient Protection and Affordable Care Act ([ACA; P.L. 111-148], as amended, inter alia, by the Consolidated Appropriations Act of 2016 [P.L. 114-113]) and/or if there is any material amendment to the ACA that would substantially increase the cost of the medical benefits plan offered herein. Reopener negotiations shall be limited to medical benefits plan design and funding, premium cost~~~~

~~share, and/or introduction of an additional optional medical benefits plan.~~

~~e. In any negotiations triggered under subparagraph d above as well as negotiations for a successor to the current collective bargaining agreement, the parties shall consider the High Deductible Health Plan with Health Savings Account set forth in this Article III and in Appendix A to be the baseline for such negotiations, and the parties shall consider the following additional factors:~~

- ~~• Trends in medical insurance plan design outside of the SPP;~~
- ~~• The costs of different plan designs, including a high deductible health plan structure and a PPO plan structure.~~

~~Should such negotiations be submitted to arbitration for resolution, the arbitration panel shall consider the foregoing in applying the statutory criteria in making its ruling.~~

3. Effective July 1, 2022, Appendix A of the Current Contract shall be amended to conform with the changes to Article III set forth in paragraph 2 above, and Appendix C of the Current Contract shall be removed.
4. In the negotiations for a successor to the Current Contract, the parties agree as follows with respect to the first year of the successor collective bargaining agreement commencing July 1, 2023 and ending June 30, 2024 ("FY 2023-24"). For FY 2023-24 only:
 - The employee premium cost sharing amount for FY 2023-24 shall not be subject to negotiations. For FY 2023-24, the Board will pay for all full-time employees eighty-one percent (81%) of the cost of all premiums, and the employee shall pay nineteen percent (19%) of such costs. The Board will pay for part-time employees seventy percent (70%) of the cost of all premiums and the employee shall pay thirty (30%) of such cost.
 - The Board's contribution to the deductible for active employees participating in the HDHP shall be sixty percent (60%).
 - Deductibles shall be \$2000 (individuals) / \$4000 (families).
 - The Board shall pay 100% of its share of the HDHP deductible on or around July 1, 2023, provided the employee has previously established an HSA account.
 - For the period commencing July 1, 2023, the parties shall negotiate, in accordance with statute, over other mandatory (and/or permissive, as the

parties may mutually agree) subjects of negotiations as raised by either party.

5. In the negotiations for a successor to the Current Contract, the parties further agree as follows:
 - o The amendments set forth in paragraph 2 of this MOA shall be considered current contract language in negotiations for a successor to the Current Contract.
 - o For the period commencing July 1, 2024, the parties shall negotiate, in accordance with statute, over other mandatory (and/or permissive, as the parties may mutually agree) subjects of negotiations as raised by either party, including, but not limited to, (a) the parties' respective contributions toward the premium cost, (b) the Board's contribution to the deductible for active employees participating in the HDHP, and (c) the timing of the Board's contribution to the deductible.
6. All provisions of the Current Contract shall remain in effect except to the extent such provisions have been modified by this MOA.

WESTPORT BOARD OF
EDUCATION

WESTPORT INTERMEDIATE
ADMINISTRATORS ASSOCIATION

By Lee Goldstein 5/24/2022
74150108AA644CD...
Date

By Jacquelyn Mellin 5/23/2022
40872C8506DC44B...
Date

TENTATIVE AGREEMENT

Subject to ratification by both parties

(~~strikethrough~~ signifies deletions; *bolded italics* signifies additions)

1. Amend ARTICLE II, DURATION, as follows:

The provisions of this agreement shall be effective as of July 1, ~~2020~~**2023**, and, except as specifically provided otherwise, shall continue in full force and effect until June 30, ~~2023~~**2026**, and thereafter unless terminated by either party on or after such date, *subject to reopener negotiations over Article III and in accordance with statute upon the written request of the Board if the cost of the insurance plan offered herein is expected to substantially increase. Reopener negotiations shall be limited to health insurance plan design and funding, premium cost share, and/or introduction of an additional optional health insurance plan.*

2. Amend ARTICLE III, MEDICAL INSURANCE AND DISABILITY INSURANCE, as follows:

ARTICLE III

MEDICAL INSURANCE AND DISABILITY INSURANCE

- A. A program of benefits shall be provided on a contributory basis to each eligible employee and their eligible dependents. Health benefits shall be in the form of a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) (as described in Appendix A). The deductible for such HDHP shall be \$2000 for individuals and \$4000 for families. The Board will contribute 50% of the deductible for active employees participating in the HDHP, except that for the Fiscal Year ~~2022-2023~~ **2023-2024 only**, the Board will contribute sixty percent (60%) of the deductible for active employees participating in the HDHP. Any employee ineligible for the HDHP may participate in a Health Reimbursement Arrangement (HRA) with the same terms as the HDHP. Board funding to the HRA shall include a rollover feature allowing any unused HRA deductible funds to be rolled over up to the amount legally allowed.

~~The Board's deposit toward the HDHP deductible will be made as follows: 25% at the beginning of each quarter (first business day following September 1, December 1, March 1 and June 1), except that f~~ **For the Fiscal Year 2022-2023, 2023-2024 only, the Board shall pay 100% of its share of the HDHP deductible around the time the employee establishes his/her HSA account on or around July 1, provided the employee has previously established an HSA account. Effective July 1, 2024, the Board's deposit toward the HDHP deductible will be made in two equal installments on or around July 1 and January 1.**

There will be no cost for preventative care. Once the HDHP deductible is met, medical benefits will be covered at 100% for in-network. Out-of-network services will be subject to an 80%/20% co-insurance after the deductible is met with an out-of-pocket maximum of \$4,000/\$8,000 (including satisfying the deductible). The out-of-pocket maximum will be cross accumulative between in-network, out-of-network and prescription drug cost.

Prescription benefits under the HDHP plan shall be provided through a prescription benefits manager (PBM), designated by the Board through a formulary established by the Board. Co-payments under the formulary plan will apply after the deductible is met up to the combined out-of-pocket maximum of \$4,000/\$8,000. The co-payments shall be \$5.00 for generic, \$30.00 for preferred brand, and \$45.00 for non-preferred brand, with mail order of two and one-half (2.5) times these retail co-payments for a ninety day supply. A participant shall pay the difference between the brand name drug cost and the generic drug cost when a generic is available and the individual elects to take the brand name drug without a physician's specification, "Dispense As Written" ("DAW") provided for medical reasons.

A summary of the benefits of these plans shall be set forth for informational purposes in Appendices A (HDHP plan) and B (dental plan), provided that the actual benefit shall be determined in accordance with the insurance contract(s).

The Board will also provide life insurance for each eligible employee in an amount equal to two and one-half (2.5) times annual salary rounded upward to the next highest thousand. Upon resignation or retirement, unit members will be offered the opportunity to convert life insurance previously available under the Board group plan to an individual policy at their own expense, carrier permitting. Upon retirement from the Westport Public Schools, each retiree shall receive from the Board an explanation of benefits booklet, which shall describe the retiree's option for benefits and continuing benefits, (e.g. life insurance, medical and dental insurance). The Board shall notify retirees in writing of any changes to those benefits, and the Board and the Association may provide information to retirees about the advantages of participation in the TRB insurance plan for teachers eligible to participate in Medicare A and B.

- B. 1. ~~Effective September 1, 2020, the Board will pay for all full-time employees seventy-nine and one-half percent (79.5%) of the cost of all premiums and the employee shall pay twenty and one-half percent (20.5%) of such costs. Effective September 1, 2021, the Board will pay for all full-time employees seventy-eight and one-half percent (78.5%) of the cost of all premiums and the employee shall pay twenty-one and one-half percent (21.5%) of such costs. Effective July 1, 2022, the Board will for all full-time employees eighty-two percent (82%) of the cost of all premiums, and the employee shall pay eighteen percent (18%) of such cost. *Effective July 1, 2023, the Board will pay for all full-time employees eighty-one percent (81%) of the*~~

cost of all premiums, and the employee shall pay nineteen percent (19%) of such cost. Effective July 1, 2024, the Board will pay for all full-time employees eighty and one-half percent (80.5%) of the cost of all premiums, and the employee shall pay nineteen and one-half percent (19.5%) of such cost. Effective July 1, 2025, the Board will pay for all full-time employees eighty percent (80%) of the cost of all premiums, and the employee shall pay twenty percent (20%) of such cost.

Employee premium share contributions shall be made pursuant to an I.R.C. Section 125 Plan (pre-tax contribution) implemented by the Board. The Board will pay for part-time employees, seventy percent (70%) of the cost of all premiums and the employee shall pay thirty (30%) of such cost. Contributions will be based upon the cost of coverage elected by the administrator, i.e. individual, individual plus one, family (the employee premium share contributions shall be computed on the basis of actual expenditures in the prior year).

2. Dental benefits shall reimburse preventive expenses at 100% co-insurance. A \$50.00 annual deductible (\$150 family maximum) is applied to general and major services. General services shall be reimbursed at an eighty percent (80%) co-insurance and major services at fifty percent (50%) co-insurance. This benefit is subject to a \$2,500 calendar year maximum per covered individual.
3. A program of long-term disability insurance is available at Board expense to each eligible administrator in accordance with the provisions of an insurance policy obtained by the Board, which provides a maximum benefit of seven thousand five hundred (\$7,500) per month after a waiting period of 180 days.

C. Insurance Carriers

The Board of Education at its sole discretion may change the identity of carriers identified in the contract to provide medical, prescription drug, dental, vision and/or life insurance in whole or in part. Prior to changing vendors under this section, the Board shall notify the President of the Association at least thirty (30) days in advance of the nature of the proposed change and the reasons therefore.

During the next ensuing thirty (30) day period, the parties shall meet and the reasons for the proposed change shall be more fully explained. Any changes in carrier identification must provide substantially equal benefits and service to the members of the bargaining unit and their dependents at no additional cost, and any claims then or thereafter that this is not the case may be the subject of a grievance under the controlling grievance procedures. If, during the thirty (30) day period set forth above, the parties cannot agree that this is the case, either the Board or the Association may invoke arbitration as provided under this Agreement for the

purpose of determining whether the proposed change or changes will, in fact, provide equal benefits, at no additional cost to covered employees or their dependents. Any arbitration under this clause will be final and binding as provided by the contract, preferably before an arbitrator experienced in insurance matters.

Notwithstanding the foregoing, the Board and the Association agree that the Association shall be deemed to have reviewed and agreed to the Board's selection of the insurance carrier and/or administrator with an implementation effective date of July 1, 2022, and any disagreement by the Association regarding such selection shall not be subject to arbitration.

D. Flexible Spending Account

The Board shall make available a flexible spending account as permitted in accordance with federal regulations.

3. Amend Article VII, Vacations, to read as follows:

ARTICLE VII
ADMINISTRATOR WORK YEAR AND VACATIONS

A. All administrators except Coordinators and Assistant Elementary Principals shall also be entitled to twenty-five vacation days in addition to the normally scheduled holidays.

Each administrator who is a twelve (12) month employee may carry over up to five (5) unused vacation days into the next year. Any such deferred vacation days that are unused at the end of the next year shall be lost.

B. Coordinators and one (1) Assistant Elementary Principal at each elementary school shall have a work year consisting of 208 days. One (1) Assistant Elementary Principal at each elementary school shall have a work year consisting of 202 days. Any Assistant Elementary Principal with a work year consisting of 202 days who is authorized in advance by the Superintendent or his/her designee to work beyond his/her 202 day work year shall be paid for each additional day at his/her per diem rate.

C. *Coordinators and Assistant Elementary Principals shall work the same 188 days as those within the teacher work year. The remaining 202 or 208 days (as applicable) of the work year for Coordinators and Assistant Elementary Principals shall be scheduled by such administrator, in consultation with the administrator's immediate supervisor.*

4. Amend ARTICLE X, WAGE SCALES, and Schedule A, IAA Salary Schedules, to reflect the following agreements regarding salary and step increment:

2023-2024: Provide for a general wage increase of 2.5%. Each administrator not yet at the maximum step shall advance one step.

2024-2025: Provide for a general wage increase of 2.5% at the maximum step and 1% below the maximum step. Each administrator not yet at the maximum step shall advance one step.

2025-2026: Provide for a general wage increase of 2.5% at the maximum step and 1% below the maximum step. Each administrator not yet at the maximum step shall advance one step.

5. Amend Appendix A per the attachment hereto. Retain Appendix B.
6. Delete Appendix C.
7. Enter into a side letter providing as follows:

Notwithstanding any past practice to the contrary, administrators who leave their employment with the Board between July 1 and June 30 of any contract year shall be compensated for (1) any of the five (5) unused vacation days that they may have carried over from the prior contract year in accordance with Article VII, Section A ("Carry-Over Days"), and (2) any additional unused vacation days, prorated in accordance with the period of time they remained employed by the Board between July 1 and June 30, and calculated based on an accrual rate of one vacation day every two work weeks. Administrators whose employment is terminated for cause shall not be entitled to compensation for any unused vacation days, including, but not limited to, any Carry-Over Days.

8. Enter into a side letter providing as follows:

The parties agree as follows with respect to the period beginning July 1, 2022 and ending June 30, 2026:

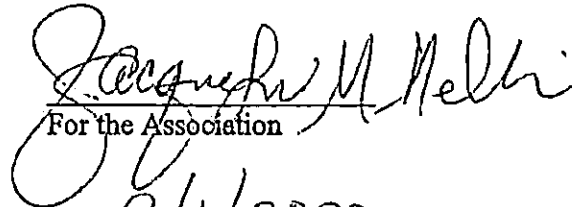
When the Superintendent closes schools for reasons related to snow or other emergencies and the offices of the Westport Public Schools remain open ("School Closure Days"), a twelve (12) month administrator may elect to work remotely on such School Closure Days with prior approval of the Superintendent or designee without loss of pay or leave time. The Superintendent or designee shall have discretion to grant or deny a remote work request on School Closure Days, provided that such decision shall be based on the Superintendent's or designee's assessment of the Board's operational needs.

When the Superintendent closes schools as well as offices of the Westport Public Schools for reasons related to snow or other emergencies ("Full Closure Days"), the Superintendent may require twelve (12) month administrators to work remotely on such Full Closure Days.

9. Update all dates in the agreement as necessary and mutually agreed by the parties.
10. The Memorandum of Agreement executed in May 2022 regarding insurance shall terminate on June 30, 2023.
11. All proposals not addressed herein are hereby withdrawn.


For the Board

9/1/22
Date


For the Association

9/1/2022
Date

APPENDIX A
WESTPORT BOARD OF EDUCATION
DESCRIPTION OF HEALTH BENEFITS
for
THE WESTPORT INTERMEDIATE ADMINISTRATORS ASSOCIATION
Effective July 1, 2022
Administered by AETNA
High Deductible Health Plan

Plan Features	In-Network	Out-of-Network
Deductible (September 1 through August 31st) Cross accumulation between in and out-of-network and prescription drugs.	\$2,000 Individual \$4,000 Family	Same as In-Network
Co-insurance Limit	100%	80%
Out-of-Pocket Maximum Cross accumulation between in and out-of-network and prescription drugs. The amount you pay for any services counts towards both your in-network and out-of-network out-of-pocket maximums.	\$4,000 Individual \$8,000 Family	Same as In-Network
Lifetime Maximum	Unlimited	Unlimited
Preventative Care	Paid in full	Paid in full
Prescription Drug Participating Retail Pharmacy	Participating Retail Pharmacy \$5 co-payment – generic \$30 co-payment – preferred brand name \$45 co-payment - non-preferred brand name Maximum 30 day supply Subject to substitution unless DAW	N/A
Mail Order	\$12.50 co-payment – generic \$62.50 co-payment – preferred brand name \$100.00 co-payment – non-preferred brand name Maximum 90-day supply Subject to substitution unless DAW	N/A

TO: Representative Town Meeting (“RTM”)
FROM: RTM Education, Employee Compensation & Finance Committees
Submitted by Candace D. Banks
RE: Agreement between the Westport Board of Education and the Westport
Intermediate Administrators Association for the term of July 1, 2023 - June 30,
2026

INTRODUCTION

On Monday, October 24, 2022, the RTM Education, Finance and Employee Compensation Committees (collectively “the Committees”) met via Zoom with Superintendent Thomas Scarice, Asst. Superintendent for Human Resources John Bayers, Chief Financial Officer Elio Longo (together the “Administration”), Lee Goldstein, Chair of the Board of Education (the “BOE”), and Jessica Richman Smith counsel for the BOE to review and discuss the collective bargaining agreement between the BOE and the Westport Intermediate Administrators Association (the “WIAA”) covering a three year period beginning July 1, 2023 (the “Agreement”).

ATTENDEES

The following members of the Education Committee attended: Lauren Karpf (Chair), Candace Banks, Brandi Briggs, Jack Klinge, Louis Mall, Lisa Newman, Kristin Purcell and Kristin Schneeman.

The following members of the Employee Compensation Committee attended: Louis Mall (Chair), Candace Banks, Jimmy Izzo, Nancy Kail, Don O’Day and Michael Perry.

The following members of the Finance Committee attended: Seth Braunstein (Chair), Rachel Cohn, Nancy Kail, and Don O’Day.

ACTION TAKEN

After a presentation by Mr. Bayers, comments from Ms. Richman-Smith, Mr. Longo and Mr. Scarice and questions from RTM members on the various issues summarized below, the Committees voted “to not reject the agreement between the WIAA and the Board of Education for the period covering July 1, 2023 to June 30, 2026.”

For the Education Committee, Jack Klinge made the motion as stated above. I seconded it. The motion passed 8-0-0.

For the Employee Compensation Committee, I made the same motion. Jimmy Izzo seconded it. The motion passed 6-0-0.

For the Finance Committee, Don O’Day made the same motion. Nancy Kail seconded it. The motion passed 4-0-0.

SUMMARY: KEY CONTRACT TERMS AND ASSOCIATED COSTS

The key economic revisions to the Agreement relate to salary levels, employees' contribution rate to their health insurance premium, and the BOE contributions to employee's health savings accounts ("HSAs").

Revision to Salary Schedules

In Year 1 (i.e., 2023-24), the salary revisions include a general wage increase ("GWI") at each of the relevant steps (including the top step) of 2.5%. In Years 2 and 3, the GWI is 1% across all steps except the top steps where the increase is 2.5%.

The GWI and annual step movement taken together in the Agreement are estimated to result in an increased administrator salary costs to the WPS of approximately an additional \$209,637 in Year 1 (+3.02%) over 2022-2023 salaries; followed by an increase of \$191,654 in Year 2 (+2.68%); and an increase of \$183,573 in Year 3 (+2.5%).

In sum, over the three-year term of the Agreement, the total estimated increase in salary costs for administrators is \$584,863 representing a 8.2% increase (8.43% compounded rate) over the current fiscal year's salaries.

Revision to Health Benefits

The Administration noted that the WIAA executed a Memorandum of Understanding ("MOU") in the spring of 2021 to switch from the state partnership plan to the high deductible health plan ("HDHP"). The MOU addressed employee rates of premium cost sharing and the BOE contributions to employee's HSAs through Year 1 of the Agreement. As a result, this round of negotiations only addressed years 2 and 3 for both provisions.

Pursuant to the Agreement, employees' contribution toward the premium shares will increase from the current rate of 18%, to 19%, 19.5% and 20% in Years 1 to 3 respectively. The new contribution rates in the Agreement result in savings of \$50,890 over the three-year term.

Additionally, the BOE's contribution rate to employees' HSAs will stay flat from the current year in Year 1 at 60%, then decrease to 50% in both Years 2 and 3, resulting in savings of \$26,400.

Total Incremental Cost of Agreement

Totaling the estimates of additional salary amounts plus cost savings realized from the revision to the health benefits detailed above, the Administration estimates the total incremental costs of the Agreement to be \$507,573. For quick reference, the cost impact analysis of all three items is annexed hereto as Exhibit A.

Language Updates

The Agreement also included a language change regarding scheduling additional workdays for assistant elementary principals and coordinators beyond the 188 teacher workdays.

Two additional language updates related to: (i) payment for unused vacation days in the rare case of mid-year departures; and (ii) the ability to have the WIAA members work remotely on school closure days. These two updates are reflected in side-letters for this contract period with the potential that they could be included in successor agreements.

SUMMARY: DISCUSSION

Mr. Bayers reviewed the composition of the WIAA bargaining group explaining that it consists of building principals, assistant principals, and curriculum coordinators as well as the Director of Technology. Currently, WIAA members totals less than 45 employees, and comprise approximately 9% of BOE salaries and benefit costs.

Mr. Scarice characterized the discussions as overwhelmingly positive. He spoke very highly of the WPS's strong team of administrators who have met unprecedented challenges over the past two years. He complimented the collaboration among the representatives involved from the BOE, BOF and RTM, and noted that these negotiations were streamlined and settled without the need for a mediation session.

Committee members inquired about the comparable contract settlements within DIRG A, within Fairfield County, as well as elsewhere in Connecticut. Ms. Richman Smith stated that currently, the statewide settlement average for administrators' salary increases is 8.68% over the term of a three-year contract vs. 8.20% increase (8.43% compounded) for the WIAA Agreement. In addition to Westport, several other Fairfield County districts have completed negotiations with their administrators and have settled at rates of increase ranging from 8.25% to 10.51%.

In response to a question from a Committee member regarding HSAs, Mr. Baers noted that HSAs are more attractive to employees versus Flexible Spending Accounts (FSAs) in part because employees are permitted to roll over unused funds from year to year in their HSAs whereas FSAs operate as "use it or lose it."

Committee members also complimented the Administration and the BOE for having the foresight to negotiate an exit from the state partnership plan for all of its bargaining units last year as it enabled the BOE to avoid the significant increase in premium costs levied on state plan participants this year.

Respectfully Submitted,
Candace D. Banks,
Member RTM Education Committee

135 New Road
Madison, CT 06443

Main: +1 860 395 0055
Fax: +1 203 779 5661
www.cplusa.com



Project Leaders

September 28, 2022

BACK UP MATERIAL
RTM ITEM # 2

Mr. Thomas Scarlce
Superintendent
Westport Public Schools
110 Myrtle Avenue
Westport, CT 06880

Subject: *Recommendations for FY23 & FY 24 Capital Funding*

Dear Mr. Scarlce:

Per your request, we're submitting this letter in support of the values submitted in the 10-year Capital Improvement Plan as listed in the request prepared by WPS staff.

Fiscal Year 23 Projects:

CIP Project No. DW-001 – Building Envelope Evaluations (\$150,000): The value of \$150,000 was a rough budget value carried in the CIP plan to perform a building envelope evaluation for each of the buildings other than Long Lots, which has already been evaluated, and Coleytown Middle School that was just recently renovated. This would include the other four elementary schools, Bedford Middle School and Staples High School. We assume that an initial evaluation would consist of a comprehensive field study of the building façade (brick, metal panel, windows, doors, trim, etc.) and roof to identify areas that require maintenance to prevent future deterioration. We also assume that a thermal imaging of the building and roof areas in the evening be executed as well to identify air leakage or possible wet areas of roofs that are not visible to the naked eye. This was completed for Long Lots.

We estimate each of the remaining elementary schools to initially cost about \$4-\$5k per school, Bedford about \$10k and Staples to about \$40-\$50k due to the size and complexity of the building. The total value for the initial investigation is estimated roughly \$80k.

We recommend keeping the remaining funds should the initial investigations support deeper investigations such as spray testing of facades, roof test cuts, or other investigations requiring more extensive efforts. Until the initial investigation is completed, we will not know what the exact cost of



Project Leaders

these investigations will be. Quotes would be solicited to support any requests but having the funds in place to allow such investigations during the summer of 2023 would be ideal.

CIP Project No. DW-002 – Security and Accessibility Evaluations Phase 1 (\$80,000): This project is to evaluate half of the existing facilities with respect to the SSIC (School Security Infrastructure Council) standards and to recommend improvements to elements such as access control, surveillance, and other safety improvements. This project will also evaluate accessibility aspects of each facility and make recommendations to improve access.

Coleytown Renovations Status Checklist per OSCGR (\$50,000): This project will retain a design team to perform an in-depth evaluation of Coleytown Elementary School to determine if the facility can be renovated to the requirements of the Office of School Construction Grants and Review. Doing so will greatly educate the district of the options it may take for addressing CES in the future. CPL has received proposals in the mid-\$30k range in recent years.

CIP Project No. CES-002 – Modular Classroom Ancillary Costs (\$154,069): This project is being managed by WPS staff.

CIP Project No. GF-001 – Retro-Commissioning of HVAC Equipment (\$25,000): During Colliers' initial evaluation of the building against the Antinozzi Report, our commissioning team recommended initial studies to retro-commission the HVAC systems in Greens Farm Elementary School. In simple terms, retro-commissioning evaluates if the systems are functioning efficiently and per their original design. Doing so may identify areas where excess energy is being spent and how to reduce the energy consumption of the building.

CIP Project No. KH-001 – Retro-Commissioning of HVAC Equipment (\$25,000): This recommendation is similar to GF-001 at Kings Highway Elementary School.

CIP Project No. KH-003 – Evaluation of the gym entry on the west side (\$25,000): This request is to solicit proposal from architectural/engineering firms to evaluate the lower roof and stairs leading down to the gym due to past leaks into the building. This value is 10% of a rough construction budget of \$250k. These values may change depending on the findings of the investigations. The full project budget amount is \$325,195. In our opinion the \$25k for the initial request is a reasonable amount for such an investigation but it may vary depending on the firms that submit it. This may be able to be bundled into the DW-001 building envelope evaluations.



Project Leaders

CIP Project No. KW-004 – Refurbish AHU-15 (Library) (\$10,800, Increase from \$7,500): Based on the field visits by Colliers commissioning team in early 2021 as well as the Antinozzi reports, it's recommended to evaluate the unit for refurbishing based on the age and condition of the unit. Colliers received budgetary values from a reputable construction manager's (CM) professional estimator on the construction costs for refurbishing the unit. Our original budget was \$75,000 for refurbishing but the input from the CM increased that to \$108,000. Thus the design fee of 10% increased from \$7,500 to \$10,800.

CIP Project No. KW-005 – Demolition of Modular Classrooms (\$45,000): This project is being managed by WPS staff and was not included in the original CIP request.

CIP Project No. SES-001 – Holistic Evaluation of Mechanical Systems (\$75,000, Reduction from \$150,000): Based on the Colliers field visit to Saugatuck Elementary School, we are recommending hiring a mechanical engineering firm to perform an in-depth evaluation of the existing systems to determine if the entire system should be replaced in full or if parts of the system can be re-used thus reducing the replacement costs. We originally earmarked \$150,000 in the CIP plan as a placeholder. Colliers has recently received proposals for similar scopes of work in Madison and also received a budgetary quote from an MEP (mechanical, electrical, and plumbing) consultant whose quote was in the same range as the proposals we received. As such, we're recommending reducing the value of this initial evaluation. **Please note that this is not the cost to design the system based on upon the recommendations from the study.**

The Antinozzi report recommended full replacement of the systems at an estimated cost of \$2,278,065 as well as the replacement of the cooling tower at \$348,477. We believe an in-depth investigation may yield a more cost-effective solution than blindly replacing the entire system. This investigation will be a more in-depth investigation of all the systems in the building compared to the investigation Colliers did at Long Lots.

CIP Project No. BM-001 - Holistic Evaluation of Mechanical Systems (\$75,000, Reduction from \$150,000): This recommendation is similar SES-001. The Antinozzi report recommends approximately \$2.2M worth of improvements to the HVAC system. We suggest a deeper investigation to fully evaluate it prior to doing so.

CIP Project No. BM-008 – Replace Insulated Glass (\$25,000, increase from \$9,848): WPS facilities team recently engaged Trinity Construction to investigate the window leaks in the courtyard of Bedford Middle School. Based on photographs of the existing conditions behind the corrugated metal



Project Leaders

panels, and the fact that there are similar conditions elsewhere on the building envelope, Colliers is recommending increasing the investigation budget from \$9,848 to \$25,000 for engagement with an architectural firm to perform a deeper investigation of the conditions.

CIP Project NO. SHS-001 – Add 5 – 3 HP Pumps and Controls (\$6,538): This was recommended by Antinozzi in their report. The cost is a 10% engineering cost based on the Antinozzi construction value of \$65,383. We requested budgetary values from a CM (Construction Manager) and they provided us values in a similar range as what Antinozzi Associates provided. As such, we recommend the original value of \$6,538 for design and investigations. This may be higher depending on the proposals received.

CIP Project NO. SHS-002 – Evaluation of auditorium stage rigging (\$85,499): WPS staff is managing this project and has already engaged SuperTech Inc. to assist with inspections of the system.

Fiscal Year 24 Projects:

CIP Project No. DW-004 – Security and Accessibility Evaluations Phase 2 (\$80,000): This project is to evaluate remaining half of the existing facilities not studied in Phase 1 with respect to the SSIC (School Security Infrastructure Council) standards and to recommend improvements to elements such as access control, surveillance, and other safety improvements. This project will also evaluate accessibility aspects of each facility and make recommendations to improve access.

CIP Project No. CES-005 – Unit Ventilator Replacement (\$40,000, reduced from \$116,749): The existing unit ventilators are well past their useful life. The Antinozzi report is recommending replacement of the existing heating system with new unit ventilators. A construction value of \$100,000 has been budgeted with the remaining costs being escalation, permits and owner's contingency. Given that consideration is being given to make major upgrades to Coleytown Elementary School, we understand that the district will replace these units as necessary versus replacing all the units in whole. We understand there are currently two units on order now for approximately \$20,000 each. As such, we recommend requesting funds as required to replace units that cannot be repaired.

CIP Project No. GF-001 – Retro-Commissioning of HVAC Equipment (\$181,761): This request represents the implementation/construction phase that would follow the investigation phase whose funding is being requested for FY23. Colliers earmarked a value of \$150,000 for a construction value with the remaining amounts accounting for escalation, fees, commissioning, and contingency. Due to



Project Leaders

the nature of retro-commissioning projects, the unique solutions for each building, we cannot procure quotes or budgets for this project. As such, we recommend holding the current earmarked value and update once the retro-commissioning recommendations are complete.

CIP Project No. GF-002 – Replace VAV boxes (\$40,833): This request is for the planning and design budget for the project. The total earmarked value of the project is \$550,917 with the remaining balance earmarked for FY25 for construction, escalation, commissioning and contingency. The project proposes to replace 55 VAV boxes (variable air volume) throughout the building and connection into the BMS (building management system).

CIP Project No. GF-003 – Replacement of hot water boiler, pumps and valves (\$84,801): This request is for the planning and design budget of the project with the remaining hard costs to be requested in FY25. Total project budget value is \$1,144,143.

CIP Project No. KH-001 – Retro-Commissioning of HVAC Equipment (\$180,664): This request represents the implementation/construction phase that would follow the investigation phase whose funding is being requested for FY23. Colliers earmarked a value of \$150,000 for a construction value with the remaining amounts accounting for escalation, fees, commissioning, and contingency. Due to the nature of retro-commissioning projects, the unique solutions for each building, we cannot procure quotes or budgets for this project. As such, we recommend holding the current earmarked value and update once the retro-commissioning recommendations are complete.

CIP Project No. KH-002 – Gym Entry on West Side (\$300,195): This request is for the budgeted construction costs as well as escalation, construction oversight and contingency. The planning and design costs are being requested in FY23. Until the proper investigations are completed, Colliers is recommending a budget hold of \$250,000 for construction. This value will most likely change based on the investigation.

CIP Project No. KW-004 – Refurbish AHU-15 (Library) (\$131,176): This request is for the budgeted construction costs as well as escalation, construction oversight and contingency. The planning and design costs are being requested in FY23. Revised construction costs were provided by a reputable construction manager in Connecticut however we recommend updating the budget once the planning and investigations are complete.

CIP Project No. LL-023 – Installation of Modular Classrooms (\$600,000): This project is being managed by WPS staff and was not included in the original CIP request.



Project Leaders

CIP Project No. SES-005 – New AC Unit for IT Closet (\$3,000): This request is to prepare request for quotes to install a new split system air conditioning unit in the IT closet. Construction budgeting was provided by a construction management firm in Connecticut. The balance of the project funding will be requested in FY24.

CIP Project No. BMS-008 – Replacing Insulated glass (\$125,406): This request is for the original construction costs as well as escalation, construction oversight and contingency. However, as noted in the FY23 request, based on recent field investigations we are recommending additional investigation behind the corrugated metal panels. These investigations will most likely alter this request.

CIP Project No. BMS-010 – New AC Unit for IDF room (\$3,000): This request is to prepare request for quotes to install a new split system air conditioning unit in the IT closet. Construction budgeting was provided by a construction management firm in Connecticut. The balance of the project funding will be requested in FY24.

CIP Project No. SHS-001 – Add (5) 3 HP pumps for area J including BMS system controls (\$78,511): This request is for the budgeted construction costs as well as escalation, construction oversight and contingency. Construction budgeting was provided by a construction management firm in Connecticut quoting \$10-\$12k per pump including connection into the building management system.

CIP Project No. SHS-004 – Replacement of Sports Flooring in Field House Area (\$120,359): This request is for the planning and design costs for the project. The total project budget earmarked is \$1,623,092.

CIP Project No. SHS-005 – Upgrade pool pumps, filters, etc. and dehumidification system if required. (\$21,945): This request is for the planning and design costs for the project. Should a dehumidification system need to be design, we suspect the design costs to increase due to the complexity of that system. Colliers procured budgetary costs from a construction manager and their costs were similar to those carried by Antinozzi in their report. As such, we're not recommending changes to the budget at this time.

CIP Project No. SHS-006 – Install ductless split for IT Room (\$15,500, Increase from \$10,568): This request is to design services to install four (4) new 2-ton split system air conditioning units and one (1) 5-ton unit in the various IT rooms. The budget was increased from \$10,568 due to the construction



Project Leaders

budgets provided by a construction management firm recently. Hard costs for the installation of these units will be in FY25.

In closing, we hope that the recommendations and narratives provide some additional clarity for your CIP request. As we move further into the 10-year plan we intend to refine the budget values to provide additional accuracy. Should you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles E. Warrington, Jr.".

Charles E. Warrington, Jr., P.E.
Director, Project Management

cc: Mr. Ello Long, Chief Financial Officer
Theodore Hunyadi, Facilities Director
William Gonzalez, Office Coordinator for Facilities

WESTPORT PUBLIC SCHOOLS
 CAPITAL FORECAST
 2022-2023

FISCAL YEAR	CIP Project No.	DESCRIPTION	ESTIMATE	SUB-TOTAL	FACILITIES COST	COMPANY	STATUS	NOTES
2022-2023		DISTRICT WIDE		\$ 230,000				
	DW-001	Building envelope evaluations	\$ 150,000				Request for funding	Meeting scheduled with Colliers to discuss items
	DW-002	Security & Accessibility Evaluation (Phase 1)	\$ 80,000					
2022-2023		COLEVTOWN ELEMENTARY SCHOOL		\$ 204,069				
	N/A	Renovation status checklist per OSCGR	\$ 50,000				Will conduct formal evaluation to determine if CES can be fully renovated or will require new construction	Colliers will work with Facilities to facilitate RFP process to identify consultant to determine the viability of a full renovation of CES, based on the criteria defined by OSCGR Renovation Status Checklist". Received bid from Antinozzi for \$34k.
	CES-002	Modular classrooms auxiliary costs	\$ 154,069			Multiple vendors	In Progress	Occupancy on or before 9/14/2022.
2022-2023		GREEN'S FARMS ELEMENTARY SCHOOL		\$ 25,000				
	GF-001	Retro-commissioning of HVAC (Soft cost for project to start FY24)	\$ 25,000			Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions.
2022-2023		KINGS HIGHWAY ELEMENTARY SCHOOL		\$ 105,800				
	KW-001	Retro-Cx of HVAC equipment (Soft cost for project to start FY24)	\$ 25,000			Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions.
	KW-003	Evaluation of gyna entry on west side (Soft cost for project to start FY24)	\$ 25,000			Colliers	Request for funding	Colliers to assist Facilities Department to develop scope of work for RFP
	KW-004	Refurbish AHU-15 by the library area (Soft cost for project to start SY24)	\$ 10,800			Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions. Updated design fees based on increased construction budget. Originally \$7,500 in original CIP.
	KW-005	Demolition of modular classrooms (Additional funds request for this project)	\$ 45,000			Multiple vendors	Request for funding	Awaiting quotations

2021-2022	N/A	LONG LOTS ELEMENTARY SCHOOL Development of options to replace existing building		\$ -			Transferring project to Town LLS Building Committee	Building committee will take over this project and appropriate funds for studies and other cost related.
2021-2022	SES-001	SAUGATUCK ELEMENTARY SCHOOL Holistic evaluation of mechanical system	\$ 75,000	\$ 75,000		Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions. 9/27/2022: Colliers received proposals for Polson Middle School HVAC feasibility study for Phase I. BL came in at \$63,500 for the base study, and estimates. Let's use \$75,000 for this school as well as for Bedford. Confirmed with CES also via phone.
2021-2022	BMI-001	BEDFORD MIDDLE SCHOOL Holistic evaluation of mechanical system	\$ 75,000	\$ 100,000		Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions. 9/27/2022: Colliers received proposals for Polson Middle School HVAC feasibility study for Phase I. BL came in at \$63,500 for the base study, and estimates. Let's use \$75,000 for this school as well as for Bedford. Confirmed with CES also via phone.
	BMI-008	Replacing insulated glass (Soft cost for project to start FY24)	\$ 25,000		\$ 15,500	Trinity Construction	Request for funding	Preventative maintenance applying wet seal around all windows to frames, remove and recaulk old perimeter sealants from frame to metal sill at west elevation windows under P.O. # 230816, 8-24-22. Initiated work to make repairs, found field conditions that impede this repair scenario, envelope evaluation needed for original construction deficiencies. Need to add budget for investigation by design team. Recommend \$23K budget.
2021-2022	SHS-001	STAPLES HIGH SCHOOL Add (5) 3 HP pumps for men J including bms system controls (soft cost, project estimated for FY24)	\$ 6,538	\$ 92,037		Colliers	Request for funding	Next field review tentative in mid September with Colliers staff to discuss and explore field conditions.
	SHS-002	Evaluation of auditorium stage rigging	\$ 85,499		\$ 5,000.00	SuperTech Inc.	Request for funding	P.O. created using operating funds for company to do the inspection scheduled for mid to September for rigging and lighting system evaluation.
		Total Fiscal Year 2022-2023		\$831,906				

Priority recommended by Colliers

Joint RTM Finance & Education Committee Meeting

October 24th, 2022

Meeting via Zoom

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, to approve an appropriation of \$831,000.00 for FY 22-23 Capital Projects.

In Attendance For RTM Finance:

- Seth Braunstein – Chair, RTM Finance Committee
- Nancy Kail – RTM Finance Committee
- Rachel Cohn – RTM Finance Committee
- Don O’Day – RTM Finance Committee

In Attendance For RTM Education:

- Lauren Karpf – Chair, RTM Education Committee
- Jack Klinge – RTM Education Committee
- Candace Banks – RTM Education Committee
- Brandi Briggs – RTM Education Committee
- Kristin Purcell – RTM Education Committee
- Lisa Newman – RTM Education Committee
- Lou Mall – RTM Education Committee
- Kristin Schneeman - RTM Education Committee

Others in attendance:

- Thomas Scarice – Superintendent of Schools
- Elio Longo – Chief Financial Officer
- Lee Goldstein – Chair of the BOE

On Monday, October 24th the RTM Finance & Education Committees met to discuss an appropriation request to cover schools related capital projects for FY '22 – '23. This request

covers only projects ready for bid and not projects that are on hold. FY '24 starts on July 1, and a separate appropriation will cover those requests.

This discussion included a broad explanation of changes that are being made to the capital improvement plan budgeting process. It is now based upon a 10 year forecast (vs. previous 5 year forecast) with an explicit acknowledgement that the first 2 years are more detailed and knowable but that beyond two years this is an imprecise exercise and we can be certain things will change. The forecast now includes clear prioritization – as Superintendent Scarice stressed, there is now a concerted effort to prioritize the physical envelopes of the district's structures with focus on keeping structures dry and environmentally sound. He provided a good overview of the changes to the timing of the budgeting process with an initiation now in October - the head start allows the schools to get ahead of projects required in the next year.

We also spent time going through the 14 specific recommended projects that this appropriation request relates to with Superintendent Scarice providing brief descriptions of each individual project request as detailed in the Colliers report.

During this discussion of the specific projects, we learned that Antinozzi's philosophical approach was to focus on "replacing in kind"- but some of the projects being included are hoping to move beyond this in order to improve efficiency and function.

Questions arose around additional expenses that may be required for Long Lots existing building while the new building is constructed. BOE Chair Lee Goldstein suggested that they do not believe there would be meaningful expenses required to keep Long Lots functional in the interim period.

We heard broader context for the planned capital funding requests through 2029 and how there will be a clear focus on the projects that help maintain the building envelopes and that other projects included on this list will likely be pushed back if no replacement is required. There is no real way to prepare for the fact that buildings do have finite lifespans. While we could consider some sort of sinking fund to pre-fund these types of large periodic expenses on a theoretical basis, in reality this does not happen as communities are generally so focused on the extent of the current budget that it becomes difficult to include funding for projects that might not occur for decades.

A question was raised about how focused the BOE is on sustainability as future projects are considered. BOE Chair Goldstein responded that they have found Sustainable Westport to be a good partners but that there is a clear understanding that the costs need to be considered and that added expenses up front can sometimes help lead to long term savings.

For Finance motion was made by Don O'Day and seconded by Rachel Cohn - passed by unanimous vote 4 - 0.

For Education motion was made by Brandi Briggs and seconded by Kristin Schneeman - passed by unanimous vote 8 - 0.

Submitted by Seth Braunstein

Chair – RTM Finance Committee

LEAF BLOWERS

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 that 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 backpack or handheld 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.

“Summer” shall mean the days beginning on May 15th and October 15th of each year.

“Approved Hours” shall mean Monday through Friday 7:00 am to 8:00 pm; and Saturdays, Sundays and holidays 9:00 am to 8:00 pm.

__-3. Regulation of Leaf Blower Activity.

(a) Electric-Powered Leaf Blowers may be used during the Approved Hours on all properties within the Town.

(b) Beginning on May 15, 2023, Gas-Powered Leaf Blowers may not be used on any state or federal holiday.

(c) Beginning on May 15, 2023 and ending on October 14, 2023

(1) Gas-Powered Leaf Blowers may be used between 8:00 am and 6:00 pm on Mondays through Fridays, and between 9:00 am and 3:00 pm on Saturdays. Gas-Powered Leaf Blowers may not be used on Sundays.

(2) Only one (1) Gas-Powered Leaf Blower may be used on a property of one-quarter (1/4) acre or less.

(d) Beginning on October 15, 2023 Gas-Powered Leaf Blowers may only be used outside of Summer between 8:00 am and 6:00 pm.

(e) Beginning on May 15, 2024, Gas-Powered Leaf Blowers may not be used during Summer.

(f) Notwithstanding the provisions of Sections ___-3 (a) through (e):

- (1) Individual residents maintaining their own property shall be permitted to use Gas-Powered Leaf Blowers during the Approved Hours. Effective May 15, 2024 individual residents shall comply with Section ___-3(e) regarding the use of Gas-Powered Leaf Blowers during Summer.
- (2) The use of Gas-Powered Leaf Blowers and Electric-Powered Leaf Blowers shall be permitted for storm condition clean-up, emergency situations affecting the health or safety of residents, and snow removal operations.
- (3) The provisions of this Article shall not apply to the use of Leaf Blowers on State- or Town-owned property, or on any property in excess of 20 acres except residential communities, or the use of Leaf Blowers by public utilities.

___-4. Education.

The Conservation Department shall broadly communicate the terms of this Article and encourage property owners to comply. Upon receipt of a written complaint (via email or hard copy) of a potential violation of this Article, the Conservation Director or their designee shall provide written information and educational materials about the terms of this Article to the property owner.

___-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 May 15, 2023.

CHECKLIST FOR PROPOSED ORDINANCES

TO: The RTM Ordinance Committee

FROM: Kristin Schneeman, Jessica Bram, Harris Falk, Liz Milwe, Cathy Talmadge, Nancy Kail

DATE: October 25, 2022

RE: Ordinance restricting the use of gas-powered leaf blowers in Westport

CONTACT PERSON: Kristin Schneeman

1) Why do we need this ordinance? (What problem does it solve?)

Answer:

This ordinance proposes to limit the use of gas-powered leaf blowers (GLBs) in Westport. This ordinance will permit the use of electric- and battery-powered leaf blowers year-round. Leaf blowers with two-stroke gas engines have been shown to present a threat to human health from noise, emissions, unspent fuel, and the disturbance of ground particulate matter. The noise, in particular, is also a significant and escalating threat to the quality of life in our community. GLBs are often used solely for cosmetic purposes and far in excess of what is needed for landscape maintenance, and they can actually be detrimental to the health of lawns and the environment. More powerful and efficient electric and battery-powered equipment has come on the market in recent years, providing more readily available alternatives. More than two hundred communities across the U.S., as well as some whole states and countries, have restricted or banned the use of GLBs.

2) Is the proposed ordinance a new one or an amendment to an existing Westport ordinance? If an amendment, what are the proposed changes and why are they important? (Copy of existing ordinance to be attached.)

Answer:

This is a new ordinance.

3) Is this the only practical solution to the perceived problem or are there other options (either legislative or non-legislative):

Answer:

Legislative mandates accompanied by public education efforts have brought relief in many communities across the country on this and many other issues (e.g. Westport's plastic bag ban). Public policy changes are often intended to stimulate behavior change where it has been slow, and on issues related to the

environmental and public health impacts of gas engines, there is urgency in making change where we can.

4) Have we exhausted all non-legislative alternatives?

See #3 above. Public education is a key component of the success of this ordinance, but legislative change is sometimes required to bring focus and urgency to make change.

Answer:

The experience of many other communities demonstrates that there are not effective non-legislative alternatives to reduce the use of these harmful machines and the impacts they cause. This regulation creates a uniform, level playing field for all homeowners and landscapers.

5) Does the problem warrant the solution? That is, is the problem serious enough, or widespread enough, to justify any restrictions that will result if this ordinance is passed?

Answer:

GLBs produce high levels of noise, as well as ozone-forming exhaust (including volatile organic compounds) and ultrafine particulate matter. The scientific literature on the health hazards to workers and residents of the noise and combustion products is vast, representing decades of research and tens of thousands of studies. For instance, a report from the Massachusetts Medical Society concluded that the noise and emissions produced by GLBs threaten the health of workers and the public; it specifically linked emissions from GLBs to hearing damage, worsened asthma, chronic obstructive pulmonary disease, malignancies, and heart attacks.

The World Health Organization recommends an outdoor noise level below 55 decibels. Anything above 60 decibels increases the risk of heart disease, and levels above 75 decibels increase the risk of hearing damage. Leading commercial brands of GLBs are 100+ decibels at the source and as high as 83 decibels at 50 feet. Industry training materials to protect workers' hearing state that noise levels from most of today's gas equipment are upwards of 1000 times higher than safe occupational levels and acknowledge the danger to hearing as well as heart health; manufacturers also recommend the use of only one GLB at a time, a rule which is routinely disregarded. GLB noise is perceived as louder than electric blower noise (even when rated at the same decibel level) and able to carry harmful levels of noise over long distances and penetrate through windows because of a strong low-frequency component. The CDC estimates that hearing damage is possible after two hours of exposure to leaf blowers.

An ancillary benefit to the Town of restricting the use of GLBs is a reduction in pollution, improving air quality and helping Westport achieve its goal of Net Zero

by 2050. The two-stroke gas engines in most leaf blowers are extremely inefficient and produce high levels of harmful pollutants. An often-cited study by Edmunds.com found that “to equal the hydrocarbon emissions of about a half-hour of yard work with [a] two-stroke leaf blower, you’d have to drive a [Ford F-150] Raptor [pickup truck] for 3,887 miles, or the distance from Northern Texas to Anchorage, Alaska.” New York state’s Department of Environmental Conservation found “the amount of CO (carbon monoxide) emitted from a typical backpack leaf blower for just one hour is equal to CO coming from the tailpipe of a current year automobile operating for over eight hours.” In addition, “leaf blowers push 300 to 700 cubic feet of air per minute at 150 to 280 mph. The resulting dust can contain PM 2.5 and PM 10 particles including pollen and mold, animal feces, heavy metals, and chemicals from herbicides and pesticides.”

The hurricane-force jets of GLBs are also detrimental to the environment in other ways. They destroy new plant growth and blow topsoil away, cause soil compaction and dehydration, spread disease spores and kill beneficial insects.

6) Is the proposed ordinance fair to Westport’s citizens?

Answer:

Yes. Complaints about GLBs have been on the rise as use of the machines increases, and as Westport residents work from home in greater numbers. Use of lower-impact electric- and battery-powered blowers will be allowed year-round, and GLBs will still be permitted for spring and fall clean-up and for storm condition clean-up and snow removal.

7) Have the rights of all Westporters been considered?

Answer:

Yes. Effective alternative equipment exists that residents and landscapers can use to do their work. Use of GLBs will continue to be allowed during spring and fall clean-up periods, as well as for storm condition clean-up and snow removal. The right of Westporters to peaceful enjoyment of their properties and to not have their health negatively impacted carries equal weight to the right of Westporters to keep their properties immaculately free of debris – especially given that there are reasonable alternatives available. The Town of Westport will benefit from creating a quieter, cleaner, safer, and healthier community for all its current and prospective residents.

8) If the proposed ordinance involves a fine or penalty, is the penalty reasonable in amount and fair in application? How was the amount determined? Is a maximum penalty specified? Are there any exceptions for extenuating circumstances? Is an appeals process specified? Is the appeals process fair? Is it practical?

Answer:

There are no penalties specified in the ordinance.

9) Is the proposed ordinance consistent with the Town Plan of Conservation and Development?

Answer:

Yes. This ordinance will also contribute to the Town of Westport being able to achieve its goal of becoming a Net Zero community by 2050. In the comparably sized community of Lexington, MA it was calculated that municipal landscape maintenance alone – not including commercial landscapers – generates 34 tons of CO2 per year.

Questions regarding financial implications:

10) If the proposed ordinance involves the collection of any fees (including a monetary fine or penalty), will the revenue be retained by the Town? If so, how much revenue is estimated? Will it be included in the general fund? If not, where will the funds be distributed?

Answer:

The ordinance does not contemplate any fees being collected.

11) Will the passage of the proposed ordinance result in a decrease in amounts currently expended by the town (for example, decreased maintenance costs)? If so, how much savings is estimated??

Answer:

The ordinance currently exempts Town-owned properties, so it should not impact the Town's operations or budget.

12) Will the passage of the proposed ordinance result in any increased expenses for the town (for example, increased enforcement costs)? If so, how much additional cost is estimated?

Answer:

As Town-owned property is exempted, there should be no notable increased expense for the Town. Any public education conducted by the Conservation Department (as it has done about the plastic bag and single-use plastics bans) along with responses to any written complaints received should involve minimal cost.

13) Will the passage of the proposed ordinance result in any decreased revenues for the town? (An ordinance covering abatement of property taxes would be an example.)

Answer:

No.

14) If so, how much revenue loss is estimated?

Answer:

N/A

Questions to be answered with assistance from the Town Attorney or Assistant Town Attorney:

15) Does the proposed ordinance conflict with any existing laws (municipal, state or federal?) If so, what modifications can be recommended? (Or, should the proposed ordinance be rejected in favor of a non-legislate alternative?)

Answer:

The proposed ordinance does not conflict with existing laws. According to a June 2020 memorandum from the state Office of Legislative Research, “Across the country, regulation of leaf blowers is largely a matter of local ordinance rather than state law or regulation. Local ordinances may set time and day restrictions, noise restrictions, or completely ban the use of such equipment.” Greenwich, CT already has restrictions on GLBs in place.

16) Is the language (and the intent) of the proposed ordinance consistent with Westport’s powers as a municipality? (Copy of the state and/or federal enabling legislation to be attached.)

Answer:

The state of Connecticut gives municipalities the authority to protect public health and safety, preserve the public peace, prevent disturbing noises, and define and prohibit nuisances and the causes thereof. Connecticut General Statutes section 7-148(c)(10) authorizes municipalities to adopt ordinances in furtherance of general powers enumerated in CGS 7-148 and to prescribe penalties for violation of not more than \$250.

17) Are there any existing state or federal statutes covering the same subject? If so, why is the proposed ordinance necessary or advisable? (Copy of relevant state or federal law to be attached.)

Answer:

There are no federal or Connecticut state statutes covering GLBs, though there are other states that have regulated their use, including Arizona and Hawaii.

18) Do our neighboring towns have similar ordinances? (Copies to be attached.) Does the policy in neighboring towns have an impact on Westport?

Answer:

Greenwich has an ordinance restricting the use of GLBs. Many towns in New York, Massachusetts and New Jersey have ordinances restricting their use; most

recently Larchmont amended an earlier ordinance to move toward a full phase-out of GLBs in 2022.

19) Is the language of the proposed ordinance consistent with its intent? Is the language of the proposed ordinance as clear as it can be? Will it be easily understood? Would it be clearer if definitions were added or revisions were made?

Answer:

We believe the language is clear and consistent with its intent.

Summary

BACK UP MATERIAL
RTM ITEM # 3

Called to order: 7:34 PM
Voted: 8:58 PM

Agenda: [Click here for publicly posted agenda](#)
Background Material: [Click here for the proposed ordinance draft](#)
Audio Recording: [Click here to access archived meetings](#)
Attendance:

[Bolded names spoke on record]

Committee

***Jessica Bram, HHS Committee Chair**
Jaime Bairaktaris
Kristin Schneeman
Sal Liccione
Chris Tait
Harris Falk.

Guests

Valerie Selling Jacobs, 11 Compo Parkway
Bob Iannacone, 17 Manitou Road
Elizabeth Dempsey, Non-resident (Greenwich)
Jason Canepari, 174 Long Lots Road, Fairfield County Hunt Club
Jennifer Johnson, 28 Tamarac Road
John Horan, Non-resident
Liz Milwe, District 1
Marcia Falk, 3 Lone Pine Lane
Nancy Kail, District 9
Lisa Podurgiel, 9 Violet Lane
Wendy Batteau
Bill Donzeiser, Non-resident landscaper (Darien)
AJ Cossuto, Non-resident landscaper (Norwalk)
Diane Lauricella, Non-resident (Norwalk)
Tanvi Gorre, 84 Roseville Road
Evan Barr
Gretchen Webster
Mary-Claire
Svetlana Wasserman
Jeff Dunkerton, *Westport Town Clerk*
Dan Edelstein
Jeff Wieser, *RTM Moderator*
"12-324"
"Eric1"
"User54628"
"Jorge"
Urling Searle.

Vote | the motion carried in favor of the Committee recommending the ordinance to the full RTM, with 5 in favor, 0 votes against, and 1 abstention.

Agenda Item One: A recommendation from The Committee to the full Westport RTM for an ordinance to restrict the use of gas-powered leaf blowers in Westport. (Full text available in the Town Clerk's Office).

Motion: Sal Liccione
Second: Jaime Bairaktaris

Yay	Nay	Abstain
<i>Bairaktaris</i>	-	<i>Tait</i>
<i>Falk</i>		
<i>Schneeman</i>		
<i>Bram*</i>		
<i>Liccione</i>		

Report

Agenda Item One: *Gas Powered Leaf Blowers*

Presenting: Kristin Schneeman, Lead Petitioner

Kristin gave a brief explanation of the history of this specific ordinance and then background about the purpose of the ordinance. Kristin described a Town goal to be Net Zero by 2050 in addition to the detriments of gas powered leaf blowers. She wanted to discern between this ordinance and an outright ban, which this is *not*. She also described the changes between this specific, revised ordinance and the previous version.

Proposal:

An ordinance limiting the use of gas powered leaf blowers in the Town of Westport, per the ordinance proposal paperwork as amended on August 17, 2022.

Discussion:

Member Batteau joined the meeting, then raised a point of order after the purviews of the HHS committee were announced by Chair Bram, reflecting that the meeting would be for health-related considerations only. Member Batteau stated that she would be leaving the meeting, and if she had stayed, she would have voted “no”, then left the meeting prior to the vote and its proceeding presentation by Kristin Schneeman or any committee and public questions and comments.

Questions to Kristin from committee members included asking about a general noise ordinance, in addition to the current construction ordinance. One member asked that the petitioners gain written support from the Aspetuck Health District, specifically Mark Cooper.

Liz Milwe read a letter from a student at Staples High School in support of this ordinance; not identified.

Members of the public who supported the ordinance cited health concerns and the town's goal of net zero by 2050. Many spoke to the "fine particulate matter" that the devices produce or agitate in addition to the noise that they produce that is dangerous to ears.

Members of the public who were not in support cited a lack of communication with landscaping companies, a lack of quality battery powered blowers, and concern for the health of Town employees who will be exempt from this ordinance.

Several landscapers from regional landscaping companies, in addition to a representative of the Fairfield County Hunt Club, brought up the logistics of the current electric equipment available and their wanting more outreach regarding Town votes that concern their industries. Another spoke to the unfairness of the Town's exemption.

One member of the public described that her landscaping team has both a gasoline and electric leaf blowing landscaping team. Per the speaker, the landscaping teams would much rather be on the electric team than the gasoline team.

8:52 - Sal Liccione called for a vote.

Member Tait abstained from this particular vote because he didn't have enough information as of yet.

Joint RTM Finance & Public Works Committee Meeting

BACK UP MATERIAL
RTM ITEM # 3

September 28th, 2022

In Attendance For RTM Finance:

- Seth Braunstein – Chair, RTM Finance Committee
- Nancy Kail – RTM Finance Committee
- Stephen Shackelford – RTM Finance Committee
- Noah Hammond – RTM Finance Committee
- Don O’Day – RTM Finance Committee

In Attendance For RTM Public Works:

- Jay Keenan – Chair, RTM Public Works Committee
- Andrew Colabella – RTM Public Works Committee
- Lori Church – RTM Public Works Committee
- Dick Lowenstein – RTM Public Works Committee
- Don O’Day – RTM Public Works Committee
- Chris Tait – RTM Public Works Committee
- Peter Gold – RTM Public Works Committee

Others In Attendance:

- Peter Ratkiewich – Director of Public Works
- Eileen Flug – Assistant Town Attorney
- Kristin Schneeman – RTM Member
- Lou Mall – RTM Member
- Ellen Lautenburg – RTM Member
- Kristin Purcell – RTM Member
- Valerie Seiling Jacobs – Community Member
- Bob Iannacone – Community Member
- Tony Palmer – Community Member
- Dave Benedict – Community Member
- Tom – Forite – Community Member

- James Philbin – Community Member

On Wednesday, September 28th the RTM Finance Committee met jointly with the RTM Public Works Committee. Our agenda that evening included 3 requests by the director of Public Works for funding to cover a number of equipment replacements. The fourth agenda item we considered on the 28th was the proposed gas powered leaf blower (GPLB) ordinance and that is the focus of this report.

Our consideration of the GPLB ordinance began with a brief introduction by the lead sponsor of the ordinance, Kristin Schneeman, who explained that the ordinance is not intended as a ban but rather a restriction that places limits on the usage of the blowers based on seasonal limits and hours of the day. Kristin also explained a few of the changes that have been made in the latest version of the ordinance including the elimination of the limit on the number of blowers that can be used on a property, and elimination of the legal liability feature in the original version, and a shift in the enforcement responsibilities from the Police Department to the Conservation Department. Kristin stressed that the limits on gas powered blowers are for a brief period during the summers. Kristin also indicated that the sponsors of the proposed ordinance have received significant positive support for the ordinance from members of the community who have asked for the proposed restrictions. Clearly limiting noise is something that is widely desired.

After these introductory remarks, the Committee meeting was opened up to public comment. Given that this was a Finance & Public Works meeting, instructions were given to the meeting participants (both RTM members and members of the community) to keep comments focused on issues that were related to finance and public works. There were a few times during the meeting where comment invariably strayed towards environmental, or health topics and the conversation was redirected back to areas that our committees are focused on. Other recent Committee Meetings had been held by Health and Human Services (on 9/19) and Environment (on 9/27) where issues related to those committees had been exhaustively considered. Finance and Public works issues were many and varied and a concerted effort was made to focus the discussion on trying to better understand the direct and indirect costs to the town which included;

- Costs required to enforce the proposed ordinance and expected infraction related revenues.
 - No firm estimates were provided as the view of the sponsors was that this was an issue that would correct itself once the ordinance was passed so that little enforcement would actually be required and little to no revenue actually collected.
- Potential costs to defend lawsuits that could be brought against the town by aggrieved businesses or residents.
 - Lawsuits in other jurisdictions were acknowledged but no estimate of the costs to defend a suit was provided.
- Extensive comments relating to the costs that would need to be incurred by landscaping businesses that would need to adapt their equipment and practices to conform to the proposed requirements and the certainty that these increased costs would be passed along to homeowners.
 - We were told by RTM member Jay Keenan who independently took time to meet with the local distributor of the blower equipment that there was a roughly \$2,000 cost per handheld blower or \$3,200 per backpack blower for commercial grade equipment with enough batteries to allow for continuous usage given limits on the run time of current

batteries. We also learned from the landscapers present at the meeting that each crew could have between 1 to 4 members in general that would require a blower depending on the size of a property and each business could have multiple crews depending on the size of that business.

- The lead sponsor had a different point of view – Schneeman referenced email to the RTM from local green landscapers that claimed the cost of a fully outfitted top-of-the-line electric blower was in the \$1200-1300 range and that costs to customers of having transitioned their entire operation to electric (not just blowers) was probably \$5-10 per service but this “green landscaper” was not present at the meeting and these were unsubstantiated claims. She also said that acceptable EPLB can be found in abundance at Lowes or Home Depot for a few hundred dollars. However, the landscaping professionals that attended the meeting made the point that these are not the commercial versions the landscapers would be purchasing.
- The functionality of current electric powered leaf blowers (EPLB) was consistently cited by landscaping professionals that attended the meeting as being dramatically inferior to GPLB (in terms of velocity and cubic feet per minute or CFM) which would dictate that the time required to complete a job was likely to lengthen considerably – one estimate provided by a landscaper was that it would require 3 times as long for blowing to be done with an EPLB. We learned that most landscapers charge by the hour so that lengthening the time required to complete the job would increase the expense to the homeowner.
 - The lead sponsor of the ordinance had a different view - Schneeman reminded participants that the ordinance would only ban GPLBs during the summer, when blowing duty is lighter, which in her opinion would not require 1:1 replacement of GPLBs with EPLBs. Schneeman also questioned the Landscapers beliefs that large increases in work time and costs would result from adoption of this ordinance. Schneeman cited data from an organization called the American Green Zone Alliance that the operating costs of EPLBs are 25 cents per hour vs. over a dollar an hour for GPLBs due to both fuel and maintenance costs. Schneeman noted the spike in gas prices this year and asked if landscapers had significantly increased their prices as a result.
 - It is important to note that any discussion of “operating costs” should also include consideration of the expenses incurred to purchase equipment.
 - RTM members also made the point that using EPLB would require longer hours and that electricity pricing has also seen significant increases in recent times and that our region in particular has some of the highest generation rates in the entire country.
 - Additionally, the landscapers present in the meeting were quick to point out that access to gas is ubiquitous whereas charging batteries during the day can be difficult and time consuming while gas provides quick and easy refueling.

- Landscapers also expressed concern that the lack of an acceptable electric powered backpack blower which meant usage of heavy handheld versions could create ergonomic issues which could lead to workers comp claims.
- An acknowledgement from the landscaping professionals that attended the meeting that finding employees has become more difficult and that slowing down the time to complete each job would only exacerbate the labor issues currently being experienced in the landscaping industry.
- Costs related to the proper maintenance and disposal of lithium batteries.
 - We learned from PW Director Ratkiewich that while Westport's transfer station does not currently charge for lithium battery disposal, Norwalk has begun to (although we were not told that fee) and that the disposal is in fact more complicated than other refuse (requires a specialized vendor).
 - We were also told by the landscapers to consider that maintaining/charging the batteries is a time-consuming process and one that should be properly observed given the fire issues that have been reported and that there is a cost associated with having someone check in on the batteries in terms of labor.
 - The Sponsor of the ordinance attempted to rebut this notion by mentioning that there was insurance industry data that fires in vehicles with gas engines are more likely than fires in electric vehicles. She contended that battery fires attract attention because they are a new phenomenon.
 - RTM response was that there is also significant evidence that Battery fires are exponentially more difficult to extinguish and require more effort, time and water to put out.
- The costs that would be associated with alternate forms of grass clipping disposal (like what it would cost to add vacuuming capabilities to equipment rather than blowing or the fees associated with dumping these clippings at the town's refuse site).
 - Questions were raised as to the necessity of actually blowing or removing grass clippings or thatch from an agronomic perspective which the professionals present indicated was helpful to the health of a lawn – that too much would be harmful but that a well distributed amount would be beneficial. Supporters of the proposed ordinance felt that the issue was not the treatment of the clippings on the lawn but rather a desire by homeowners to have overly manicured properties, walkways and driveways – in their words, a “cosmetic” issue. RTM members suggested that there was a need to better educate both homeowners and the landscaping industry about more desirable approaches (more environmentally friendly, and more friendly to people's ears).
 - Here there seemed to be some agreement, the lead sponsor agreed that education was crucial to changing approaches to how lawns are maintained and she noted that Scotts and Lawn Doctor, among others, recommend leaving grass clippings in place which the landscapers agreed with as long as they were well distributed since having too great a concentration of clippings will kill the lawn.
 - We were told by landscapers that have purchased them that a vacuum attachment for a lawnmower costs ~\$8,000/unit.

- Director Ratkiewich informed us that the town charges \$90/dump truck for clippings and the landscapers who attended the meeting pointed out that they would also need to account for both the costs of additional labor to do the dump run and the cost of an additional truck to transport what is being dumped since they would not be able to transport their workers, their equipment and refuse in a single truck.

Consistent themes emerged within the public comments, and it is important to acknowledge that much of what was provided on the 28th was firsthand, experiential knowledge provided by actual landscaping professionals as 5 different individuals in the local landscaping industry spoke that evening. We should also acknowledge that the vast majority of public comment during our meeting was from members of our community that are actively engaged in the landscaping profession and while they were eager to have their perspective heard and understood they clearly are self-interested in the outcome of the proposed ordinance. What we heard across these comments was the sense that the industry is already moving towards the adoption of electric powered equipment but that the blowers are “simply not there yet” from a productivity standpoint as opposed to other pieces of standard equipment like hedge trimmers or weed whackers that have similar performance to gas powered versions which the industry has been happy to adopt. A clear part of this message was that these landscaping businesses would welcome anything that would create cost and operating efficiencies. The landscapers made it clear that with time and continued performance improvement they would embrace usage of EPLB but that from an economic and performance perspective they need more time. It was suggested that a 2026 adoption date would allow the landscapers to better prepare from a capital expenditure standpoint while also giving the technology time to improve.

- In response to this desire to push adoption to a later date the lead sponsor reiterated her view that the proposed ordinance is a very moderate ordinance in line with those that have been adopted in other communities, and that in her view a lengthy delay in adoption comes at a cost to the environment, health of workers and residents, and quality of life.

Another issue that received significant comment on the 28th was the decision to exempt the town (including Longshore) and all private golf courses located within the town from the ordinance (applies only to Birchwood CC). Amongst the landscapers this was viewed as hypocritical and lacking an equitable approach. They wondered why they should be held to standards that the town itself was not willing to be held to. An effort was made to understand why these entities had been exempted and who in fact had made that decision. The lead sponsor of the proposed ordinance, Kristin Schneeman, offered the rationale that the “percentage of burden” from Public Works and Parks and Recreation was limited in the broad scope of townwide impact. Schneeman noted that the sponsors would have preferred the town take a leadership role and that the original version of the ordinance did not include an exemption for the town. After strong opposition from DPW and Parks & Rec, the decision was made that the burden of DPW’s and Parks & Rec usage of GPLBs was relatively low and their needs were substantially different than residential and commercial users. Director of Public Works Peter Ratkiewich added that the town is held to state requirements for upkeep of all town roads (~125 miles) and parking lots including the BOE facilities and that his department’s use of GPLB was needed to keep road surfaces clean and clear of debris and dirt/silt that accumulates throughout the year, particularly in the Spring as

all of the sand from snowstorm remediation is cleared. Director Ratkiewich portrayed this as a safety imperative and failure to do so could expose the town to censure by the state.

The other main theme that emerged from this discussion was that the individual homeowners had certain rights and that there needed to be consideration of the homeowners' ability to accomplish their yard work. The 5pm limit to leaf blower usage would make it difficult if not impossible for an individual who works full time to have sufficient time to complete their yard work. Related to this were potential issues highlighted by Eileen Flug from a legal perspective should the town attempt to apply a different standard for homeowners vs. landscapers.

This lengthy but completely civil and informative dialogue did ultimately result in a vote by the Finance Committee. The Public Works Committee determined that they would hold off on voting until they had another joint meeting with the Parks and Recreation Committee which was scheduled for October 6th. Finance voted on whether to recommend approval to the full RTM for the ordinance as it was presented to us, based on the most recently edited version which had been revised as of August 17th, 2022. A motion was made by Stephen Shackelford and seconded by Noah Hammond and the Finance Committee voted one in favor of recommending the current ordinance to the full RTM and four opposed. I'd also note that the member in favor of recommending was Nancy Kail who is one of the co-sponsors of the ordinance.

While the Finance Committee voted to oppose recommendation of this version of the ordinance by a vote of 1-4, it was clear from the discussions that a version of a leaf blower/noise ordinance could possibly be passed if significant changes were made and the deficiencies noted above were resolved. Changes discussed included a longer adoption period instead of a March 2023 effective date (the landscapers suggested a 2026 adoption date while RTM member comments indicated a preference for a 2025 adoption date), extension of seasonal exemptions, consideration of the rights of homeowners to do yard work after their day jobs thereby making the 5pm cutoff in need of extension, revising the enforcement such that we are not pitting neighbor against neighbor and putting the enforcement burden on a department which does not want it and is not equipped to handle it. Another thing to consider is whether 2 stroke or 4 stroke engine GPLB should be treated differently given the cleaner emissions and reduced noise from the four stroke versions which the DPW has adopted. There was also discussion of improving the ordinance by including elements that would actually limit noise by prohibiting work on Sundays, holidays and perhaps even after 3pm on Saturdays since the current version of the ordinance does not provide for any actual periods of time where blowing or other disruptive noise making activities would be prohibited.

Submitted by Seth Braunstein


Chair of the RTM Finance Committee



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

BACK UP MATERIAL
RTM ITEM # 3

MEMO TO: Members of the Parks & Recreation and DPW Committees of the RTM

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

DATE: October 25, 2022

RE: **Proposed Leaf Blower Ordinance**

It is my understanding that some of the recent narrative related to the exemption of the Parks and Recreation Department from the currently proposed leaf blower ordinance is that we use them on a limited basis. However, this is not an accurate description of our usage. Our need to utilize adequately powered equipment on a regular basis is important for the parks and golf course staff to be able to complete their work appropriately.

Under the current version of the draft ordinance, town owned property and public or private golf courses (now "properties in excess of 20 acres") are exempt; however, if during this process there is discussion about applying the regulations to these properties, I offer the following information as to how it would be detrimental to our operations and therefore we must remain exempt.

As a Parks Department, our goal is to provide quality parks, beaches and recreational facilities to enhance the lives of our residents. This includes making sure that our facilities provide safe environments for our users, as well as keeping our facilities maintained to a level that is expected by our residents. In order to make sure that our facilities are ready for our users, and to limit the extent to which the necessary maintenance impacts the user experience, our focus is to complete tasks outside of the high use times/periods and to complete them as quickly as possible.

The purpose of the ordinance is stated to be for "the protection of the health and safety of residents and abatement of nuisances...". However, if this should go into effect for the parks and golf operations, the implementation will sacrifice the health and safety of our users by not allowing for the scope of work necessary to provide proper conditions of our facilities, as well as the level of acceptance by those within our community. It will also create a greater nuisance to our users by impacting their enjoyment if we are restricted in any way from completing our tasks as quickly and efficiently as possible.

While parks staff are the landscapers for the Town, our operations are even more broad. We must utilize blowers at all times of the year to ensure the safety of our users. Some examples (not a complete list) of these uses include:

- Blowing off pickleball courts, tennis courts, basketball courts
- Blowing off Compo Beach boardwalk and walkways, roadways, etc.
- Blowing off roadways and walkways within Longshore Club Park

Without blowing off these types of areas, they can be slippery and may cause slips and falls, resulting in potential liability issues.

The use of blowers on the golf course (and any golf course in general) is also imperative in order to protect the asset itself. For example, blowing off the greens prior to the use of mowing or rolling equipment on them so as not to cause indentations in the surface of the greens. Aeration of the golf course is also imperative and not possible with non gas-powered blowers of various types (tow behind, push and backpack). Routine maintenance of the fairways and roughs are also not viable with non gas-powered equipment under current technology.

If the ordinance were to include the parks and golf operations, the restrictions related to hours, dates, and holidays would be detrimental to our operations. For the safety of our users and to ensure proper playability, the maintenance of the various courts and golf course must happen before our facilities are open for use. Our courts typically open for play at 8am and tee times on the golf course can begin as early as 6:30am, requiring preparations to occur prior to those times. These uses are necessary almost year round and do not fall into the limited time periods outlined in the ordinance. Regular landscaping needs for items such as leaf removal or spring clean-up cannot be determined by a calendar date. We find the needs are going later in the spring and start earlier in the fall. It cannot be based simply by a date on the calendar, but rather by need which greatly depends on changing weather conditions (this applies to all landscapers as well). Additionally, some of our heaviest usage occurs on state and federal holidays when people are not working.

As we have previously shared, the technology is simply not where it needs to be for us to be able to complete our work efficiently with only electric blowers. The current non gas-powered technology is inferior to that of gas-powered equipment.

- Pushing force is greatly reduced
 - Volume and speed of air are reduced
 - Air volume at nozzle measured in cubic feet per minute (cfm) averages 35-40% less than comparable gas models
- Short run time of fuel cells/batteries
 - Results in frequent stoppage of work to change out batteries resulting in decreased efficiency
 - Additional cost to have many replacement batteries on hand
 - Logistics of charging batteries

Electric blowers are not comparable tools to gas blowers and do not allow for the speed and efficiency that our operations require. We do own some electric blowers and they are utilized when they are appropriate for the task at hand; however, in many instances they do not provide adequate power to complete the job effectively and efficiently.

Even if we wanted to fully change our equipment to electric, we are currently experiencing supply issues for many equipment purchases. It is important to note that for us, as well as the general landscaper, the equipment that we would purchase is not something that would be found at Home Depot or Lowe's. While some of those may claim they are "commercial," it is not the same quality of that which any professional would utilize. This hardship in acquiring equipment is especially true for acquiring the necessary batteries, and without the batteries, the equipment is useless.

The performance of electric leaf blowers will improve over time and will become more comparable to the efficiency of gas powered blowers. When this happens, we will move towards more usage of them, but under the current conditions, any requirement and/or restrictions related to leaf blowers will severely hamper our operations.