



WESTPORT

**TOWN OF WESTPORT**  
**REPRESENTATIVE TOWN MEETING**  
**REPRESENTATIVE TOWN MEETING PACKET**  
**JANUARY 3, 2023**  
**07:30 PM**



TOWN OF WESTPORT

**REPRESENTATIVE TOWN MEETING AGENDA**

**JANUARY 3, 2023  
07:30 PM**

**Call**

All Representative Town Meeting members and inhabitants of the Town of Westport are hereby notified that a meeting of the Representative Town Meeting members will be held at Town Hall, 110 Myrtle Ave. in the auditorium on January 3, 2023, at 7:30 p.m. for the purposes listed below. If necessary, the meeting shall reconvene on Tuesday January 17, 2023, to deal with any agenda items not disposed of at the adjournment of the January 3, 2023, meeting.

Attachment: [Resolutions.pdf](#)

**Item #1**

To take such action as the meeting may determine, upon the recommendation of the First Selectwoman and a request by the Fire Chief, to approve the Amended and Restated Hazardous Materials Response Mutual Aid Agreement.

Attachment: [Amended Restated HazMat Response Mutual Aid Agreement request-Selectwoman.pdf](#)

Attachment: [RTM Public Protection Committee Report- Item 1.pdf](#)

**Item #2**

To take such action as the meeting may determine, upon the recommendation of the Director of Public Works, to adopt a resolution to authorize First Selectwoman Jennifer S. Tooker to accept on behalf of the Town of Westport, a 2022 Connecticut STEAP Grant in the amount of \$250,000.00 and to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2022 STEAP Grant with the State of Connecticut.

Attachment: [RTM Authorizing Resolution Request.pdf](#)

**Item #3**

To take such action as the meeting may determine, upon the request of at least 2 RTM members, to adopt an ordinance restricting the use of gas-powered leaf blowers in Westport. (Second reading. Full text available in the Town Clerk's Office).

Attachment: [Leaf Blowers Ordinance.pdf](#)

Attachment: [Leaf Blowers Ordinance Checklist.pdf](#)

Attachment: [RTM Environment Committee Report- Item 3.pdf](#)

Attachment: [RTM Finance Public Works Joint Committee Report- Item 3.pdf](#)

Attachment: [RTM Health Human Services Committee Report- Item 3.pdf](#)

Attachment: [RTM Ordinance Committee Report- Item 3.pdf](#)

Attachment: [Leaf Blower Memo to RTM.pdf](#)

**RTM Meeting  
January 3, 2023**

**RESOLUTIONS**

(1)

**RESOLVED**: That upon the recommendation of the First Selectwoman and a request by the Fire Chief, the Amended and Restated Hazardous Materials Response Mutual Aid Agreement is hereby approved.

(2)

**RESOLVED**: That First Selectwoman Jennifer S. Tooker be, and hereby is, authorized to accept on behalf of the Town of Westport, a 2022 Connecticut STEAP Grant in the amount of \$250,000 for Reconstruction of Greens Farms School Sidewalks; and

**FURTHER RESOLVED**: That First Selectwoman Jennifer S. Tooker is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2022 STEAP Grant with the State of Connecticut.

(3)

**RESOLVED**: That upon the request of at least 2 RTM members, an ordinance restricting the use of gas-powered leaf blowers in Westport is hereby adopted. (Second 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 15<sup>th</sup> and October 15<sup>th</sup> 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.



Jennifer S. Tooker, First Selectwoman

RECEIVED FOR RECORD  
WESTPORT TOWN CLERK

2022 DEC -7 A 8:46

*JM*  
JEFFREY M.  
DUNKERTON

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

FROM: Jennifer S Tooker, First Selectwoman *JST*

DATE: December 7, 2022

RE: Request for RTM Approval – Amended and Restated HazMat Response Mutual Aid Agreement

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Upon the recommendation of Fire Chief Michael Kronick, please place on an upcoming Representative Town Meeting (RTM) Agenda, the request for the RTM to approve the Amended and Restated Hazardous Materials Response Mutual Aid Agreement. The Amended and Revised Agreement authorizes the incorporation of the created group known as the Fairfield County Hazardous Incident Response Team (“FCHIRT”) into the approved 1999 Agreement.

Per C.G.S. Section 7-339c, as the Town’s legislative body, the RTM is authorized to approve this Agreement.

I recommend its approval.

Attachments

cc: Doug LoMonte, Esq., Berchem Moses, P.C.  
Chief Michael Kronick, Westport Fire Department  
Eileen Flug, Esq., Assistant Town Attorney

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038  
Email: [selectwoman@westportct.gov](mailto:selectwoman@westportct.gov) • Website: [www.westportct.gov](http://www.westportct.gov)



**BERCHEM MOSES.COM**

DOUGLAS E. LOMONTE, ESQ.  
BERCHEM MOSES P.C.  
1221 POST ROAD EAST, SUITE 301  
WESTPORT, CT 06880  
Tel: (203) 571-1714  
dlomonte@berchemmoses.com

November 16, 2022

First Selectwoman Jennifer Tooker  
Town of Westport  
110 Myrtle Avenue  
Westport, CT 06880

Dear Jen:

In 1999, the Town of Westport adopted an interlocal agreement for Hazardous Materials Response Mutual Aid (the "1999 Agreement"). Under the 1999 Agreement, the Chiefs of the participating Fire Departments (the "Fire Chiefs") created a group known as the Fairfield County Hazardous Incident Response Team ("FCHIRT"). At the request of the Fire Chiefs, I am submitting for your consideration an Amended and Restated Interlocal Agreement ("Amendment and Restatement").

The principal deficiency in the 1999 Agreement identified by the Fire Chiefs is that the 1999 Agreement provides no legal entity structure for FCHIRT. Lack of legal entity structure means that FCHIRT is unable to obtain a federal employer identification number (EIN), open a bank account, accept donations, apply for grants and enter into mutual aid agreements with regional non-municipal entities, such as airports and major industrial enterprises. FCHIRT has carried on to date by using the EIN of the Town of Westport and keeping its funds in a bank account in the name of the Town of Westport.

The Amendment and Restatement addresses the deficiency in the 1999 Agreement by authorizing the incorporation of FCHIRT as a non-stock corporation and application to the IRS for recognition as a tax-exempt organization under Section 501(c). Each of the fourteen participating municipalities will be a member of FCHIRT and have one seat on FCHIRT's board of directors. FCHIRT's board of directors will consist of the Fire Chiefs. If a town has more than one volunteer fire department, then the chiefs of the volunteer fire departments will serve on the board of directors on a rotating basis.

The Fire Chiefs gave careful consideration to the issues of insurance and employee benefits. The Amendment and Restatement makes it clear that the status quo with respect to

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[01681425.DOC VER. 1]

First Selectwoman Jennifer Tooker  
Page 2 of 2

ownership of equipment and employment of personnel will continue. Specifically, FCHIRT will not own any operational equipment and will have no employees. All operational equipment will continue to be titled and insured by the municipality in which it is housed. All personnel will continue to be compensated and insured by the municipalities or departments that employ them or for which they volunteer.

The initiative to amend and restate the 1999 Agreement comes without cost to the Town of Westport. Legal and accounting fees associated with this initiative will be covered by FCHIRT from existing funds.

The Amendment and Restatement is intended to apply only to incidents at which the assistance of the specially trained personnel or equipment on FCHIRT's roster are required (i. e., HAZMAT spills, natural disaster response and other regional emergencies requiring specialized field communications). The Amendment and Restatement is not intended to affect any existing mutual aid agreements between Westport and its neighboring municipalities.

Statutory authority for the Amendment and Restatement is derived from CGS Sections 7-339a through 7-339l, sometimes referred to as the *interlocal agreement statutes*. CGS Section 7-339c provides for approval of interlocal agreements by the "legislative body" of a municipality. I respectfully request that you submit the Amendment and Restatement to the Representative Town Meeting for approval.

If you have any comments or questions about the 1999 Agreement or the Amendment and Restatement, please contact me.

Sincerely,



Douglas E. LoMonte

enclosure

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{01681425.DOC VER. 1}



**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FAIRFIELD COUNTY HAZARDOUS INCIDENT RESPONSE TEAM**

*Revised October 11, 2022 2:04 p.m.*

This Interlocal Agreement (the “Agreement”) is by and among the Connecticut municipalities in the left column below (listed in alphabetical order, each a “Municipality” and collectively, the “Municipalities”) by their respective chief elected officers.

**MUNICIPALITIES**

**PARTICIPATING FIRE DEPARTMENTS**

CITY OF BRIDGEPORT	BRIDGEPORT FIRE DEPARTMENT
TOWN OF DARIEN	THE DARIEN FIRE DEPARTMENT INCORPORATED THE NOROTON FIRE DEPARTMENT, INCORPORATED THE NOROTON HEIGHTS FIRE DEPARTMENT, INCORPORATED
TOWN OF EASTON	EASTON VOLUNTEER FIRE CO INCORPORATED
TOWN OF FAIRFIELD	FAIRFIELD FIRE DEPARTMENT
TOWN OF GREENWICH	GREENWICH FIRE DEPARTMENT
TOWN OF MONROE	MONROE VOLUNTEER FIRE DEPARTMENT NO. 1, INC. THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1, INC. STEVENSON VOLUNTEER FIRE COMPANY, INCORPORATED
TOWN OF NEW CANAAN	NEW CANAAN FIRE DEPARTMENT
CITY OF NORWALK	NORWALK FIRE DEPARTMENT THE ROWAYTON HOSE COMPANY NO. 1, INCORPORATED
CITY OF STAMFORD	STAMFORD FIRE DEPARTMENT
TOWN OF STRATFORD	STRATFORD FIRE DEPARTMENT
TOWN OF TRUMBULL	LONG HILL FIRE DISTRICT TRUMBULL CENTER FIRE DISTRICT NICHOLS FIRE DISTRICT
TOWN OF WESTON	THE WESTON VOLUNTEER FIRE DEPARTMENT, INCORPORATED
TOWN OF WESTPORT	WESTPORT FIRE DEPARTMENT
TOWN OF WILTON	WILTON FIRE DEPARTMENT

**RECITALS**

- A. For purposes of this Agreement, "Participating Fire Departments" means and includes the career and volunteer fire departments listed in the right column on Page 1.
- B. In addition to the chief elected officers of the Municipalities, the chiefs of the Participating Fire Departments (each, a "Chief" and collectively, the "Chiefs") have indicated their approval of this Agreement by signing next to the chief elected officials of the Municipalities in which their respective Participating Fire Departments are located.
- C. The Municipalities, except for the Town of Greenwich (collectively, the "Original Municipalities"), entered into a Hazardous Materials Response Assistance Mutual Aid Agreement For Additional Fire Protection dated June 11, 1999 (the "1999 Agreement").
- D. The Town of Greenwich joined the Original Municipalities by adopting the 1999 Agreement at a later date.
- E. Under the 1999 Agreement, the Municipalities pledged to contribute personnel and equipment to a group which came to be known as the Fairfield County Hazardous Incident Response Team ("FCHIRT").
- F. The 1999 Agreement was intended to improve response to hazardous materials incidents and other emergencies within the region by permitting the Chief of a Participating Fire Department to call upon personnel and equipment on FCHIRT's roster to respond to an incident beyond the resources available within the Participating Fire Department.
- G. Since 1999, the Chiefs have expanded FCHIRT's role to include assistance with field communications and assistance with natural and man-made regional emergencies.
- H. The 1999 Agreement does not address the legal status of FCHIRT, leaving FCHIRT as an undefined and unincorporated association, not recognized as a legal entity under Connecticut law.
- I. FCHIRT maintains a roster of personnel specially trained to respond to spills of hazardous materials, coordinate field communications and respond to natural and man-made regional emergencies (the "Personnel Roster").
- J. FCHIRT has no employees, the personnel appearing on the Personnel Roster being career firefighters employed by the Municipalities or volunteering for the Participating Fire Departments, as applicable, along with a small number of police and dispatch personnel employed by the Municipalities.
- K. FCHIRT maintains a list of specialized emergency response equipment (the "Equipment Roster").

- L. FCHIRT owns no equipment, all of the equipment appearing on the Equipment Roster being owned by various Municipalities and stored in facilities maintained by various Participating Fire Departments.
- M. As to employment relationships and equipment ownership, the Municipalities desire to continue the status quo.
- N. As to legal status, the Municipalities have concluded that FCHIRT's undefined and unincorporated status presents a number of disadvantages and that incorporating FCHIRT under the Connecticut Non-Stock Corporation Act will allow FCHIRT to: adopt suitable bylaws; elect a board of directors and officers; obtain a federal taxpayer identification number; open one or more bank accounts; adopt budgets; establish fees for services; collect insurance claims from insured spillers; apply to the Internal Revenue Service for recognition as a tax-exempt organization; solicit tax deductible charitable contributions from citizens and regional businesses; apply for grants; enter into contracts with providers of services and materials; and enter into mutual aid agreements with non-governmental entities.

NOW THEREFORE, the Municipalities agree as follows.

1. Amendment and Restatement. This Agreement amends and restates the 1999 Agreement.
2. Statutory Authority. Authority for this Agreement is derived from CGS Sections 7-339a through 7-339l.
3. Effective Upon Signature. This Agreement shall be effective on the date that this Agreement has been signed by the chief elected officers of eight (8) Municipalities (the "Effective Date"). If the chief elected officers of at least eight (8) Municipalities have not signed this Agreement by December 31, 2023, then this Agreement shall be void. The signature of the Chief of each Participating Fire Department indicates that he or she has reviewed and approved the terms of this Agreement and has recommended it to the chief elected officer of the Municipality in which his or her Participating Fire Department is located.
4. Purposes. The purposes of this Agreement are to provide for the safe and efficient response to hazardous materials spills, natural and man-made regional emergencies and other incidents within the borders of the Municipalities and for the effective and well coordinated training of personnel.
5. Operational Matters.
  - a. Emergency Response Procedures. FCHIRT has established written procedures for requesting and providing assistance, communications and deployment of personnel and equipment ("Emergency Response Procedures"). FCHIRT will disseminate the Emergency Response Procedures to each Participating Fire Department. FCHIRT will solicit and respond to comments with respect to

improvement of the Emergency Response Procedures and will disseminate amendments to the Participating Fire Departments.

- b. Response to Incident Scenes. FCHIRT Directors, FCHIRT Officers and FCHIRT Technicians will not act on behalf of FCHIRT at the scene of any incident. If an FCHIRT Director, FCHIRT Officer or FCHIRT Technician responds to an incident, all of his or her actions and decisions shall be taken solely in his or her capacity as an agent or employee of the Municipality by whom he or she is employed or the Participating Fire Department for whom he or she volunteers.
- c. Requests for Assistance. If an Officer-In-Charge determines that hazardous material control equipment or other emergency assistance is required beyond that which the Participating Fire Department can furnish with its own resources, the Officer-In-Charge may make a Request for Assistance. If the Requesting OIC happens to be an FCHIRT Director, FCHIRT Officer or FCHIRT Technician, the Requesting OIC shall make the Request for Assistance in his or her capacity as Officer-In-Charge.
- d. Responses to Requests for Assistance. Upon receipt of a Request for Assistance, the Responding OIC shall order that FCHIRT Technicians and Equipment be deployed to the incident scene except to the extent that the personnel or equipment are unavailable. An FCHIRT Technician will be considered unavailable if the Responding OIC determines that the FCHIRT Technician is required at the scene of another incident, if the FCHIRT Technician is on leave or otherwise too far away to respond. Equipment will be considered unavailable if the Responding OIC determines that it is required at the scene of another incident or if the Equipment is not operational. If the Responding OIC determines that an FCHIRT Technician or Equipment is unavailable, the Responding OIC shall immediately inform the Requesting OIC. No FCHIRT Director, FCHIRT Officer or FCHIRT Technician, will, acting in his or her capacity as FCHIRT Director, FCHIRT Officer or FCHIRT Technician, initiate a response or deploy FCHIRT Technicians or Equipment to the scene of any incident, a Request for Assistance by an Officer-In-Charge being an essential precondition to each response or deployment of FCHIRT Technicians and Equipment.
- e. Incident Command. At each incident scene, the Requesting OIC shall be in command of operations. If the Requesting OIC requests that a senior officer of a Responding Department assume command, then the Requesting OIC shall not be relieved of responsibility for operations at the scene. FCHIRT Technicians and Equipment of Responding Departments shall be under the immediate supervision and responsibility of their respective Responding OICs who shall, in turn, be under the supervision of the Requesting OIC.
- f. Incident Reports and Analysis. FCHIRT shall receive, collect and analyze reports from officers of Requesting Departments and Responding Departments and shall

disseminate to the Participating Fire Departments analysis and recommendations for tactical and logistical improvements.

- g. Equipment Inspections and Replacement. FCHIRT officers shall coordinate with Participating Fire Departments the inspection of Equipment and shall remove Equipment from the Equipment Roster as Equipment is taken out of service. FCHIRT Officers shall consult with Participating Fire Departments regarding equipment replacement schedules and the need to replace damaged, worn out or obsolete Equipment.
6. Term. This Agreement shall remain in effect until terminated by action of the legislative bodies of a majority of the Municipalities.
7. Incorporation of FCHIRT. FCHIRT shall be incorporated as a non-stock corporation under the Connecticut Revised Nonstock Corporation Act. The legal corporate name of FCHIRT shall be Fairfield County Hazardous Incident Response Team, Inc.
8. Corporate Governance. Each Municipality shall be considered a member of the corporation and shall be entitled to one seat on the board of directors of the corporation. The board of directors of FCHIRT shall be comprised of the Chiefs of the Participating Fire Departments, except that, if a Municipality has: (a) more than one volunteer fire department and no career fire departments, then only one of the Chiefs of the volunteer fire departments shall be a director at any time; or (b) one or more volunteer fire departments in addition to a career fire department, then only the Chief of the career fire department shall be a director. If a Municipality has no career fire departments and more than one volunteer fire department then the Chiefs of volunteer fire departments shall rotate membership on the board of directors of FCHIRT annually in the order in which the volunteer fire departments were organized, from oldest department to newest department. Decisions within the purview of the members and directors of FCHIRT shall be made by majority vote of the members or directors, as applicable.
9. Tax Exempt Organization. FCHIRT shall apply to the Internal Revenue Service for recognition as a tax exempt organization under Section 501(c) of the Internal Revenue Code. FCHIRT may solicit and accept gifts, donations, grants and charitable contributions.
10. Ownership of Property. FCHIRT shall not own any real estate, registered or non-registered motor vehicles, apparatus or operational equipment of any kind. Title to each piece of Equipment shall be held at all times by one of the Municipalities. FCHIRT may place a label or mark upon equipment listed on the Equipment Roster for purposes of identification. Any such label or mark shall not be construed as indicia of ownership. Tangible property owned by FCHIRT shall be limited to office equipment, office furniture and supplies.

11. Office Space. The Participating Fire Department in which the president of FCHIRT serves shall provide incidental office space to FCHIRT without charge. FCHIRT shall initially maintain its office at the Nichols Fire Department.
12. Fiscal Year and Budgets. FCHIRT will have a fiscal year beginning July 1 and ending June 30. The board of directors of FCHIRT shall establish a budget for each fiscal year.
13. Fees. Each Municipality shall pay an annual membership fee or provide services or equipment to FCHIRT of equivalent value. As of the date of the Effective Date, the membership fee is \$3,000 (the "Membership Fee"). The board of directors of FCHIRT shall have the authority to determine the value of services or equipment provided by a Municipality in lieu of paying the Membership Fee. FCHIRT shall have the right to settle and collect insurance claims from insured spillers with respect to incidents.
14. Adjustments in Fees. The Membership Fee may be adjusted from time to time by majority vote of FCHIRT's directors.
15. Grants. FCHIRT shall have the authority to apply for and receive grants for the purchase of operational equipment and training and educational programs. If FCHIRT receives grant funds for the purchase of operational equipment, FCHIRT shall, by majority vote of FCHIRT's board of directors, either transfer the grant funds to a Municipality for procurement of the equipment or procure the equipment and assign title to a Municipality.
16. Training and Certification Programs. FCHIRT may schedule and coordinate training, drills and certification programs ("TDC Programs"). Each individual participating in a TDC Program must have authorization from the Chief of his or her Participating Fire Department and will be deemed to be acting in his or her capacity as an employee or agent of his or her Municipality or Participating Fire Department, as applicable, for the duration of each TDC Program. Personnel of Participating Fire Departments making presentations or acting as instructors at TDC Programs will be acting as employees or agents of their respective Municipalities or Participating Fire Departments, as applicable, when making presentations or acting as instructors. FCHIRT may reimburse Municipalities and Participating Fire Departments for the cost of personnel, materials and facilities provided for TDC Programs. FCHIRT may retain the services of outside trainers or instructors for TDC Programs upon receipt of confirmation that the trainer or instructor is covered under a satisfactory insurance policy.
17. Employees. Career firefighters and other agents of municipal public safety agencies appearing on the Personnel Roster shall remain employees of their respective Municipalities or Participating Fire Departments, as applicable. Except in the context of a response to an emergency and then only pursuant to the Emergency Response Procedures, no official of any Municipality or Participating Fire Department shall have the right or authority to direct the performance of services by an employee of another Municipality or Participating Fire Department. No official of any Municipality or Participating Fire Department shall have the right to modify the terms or conditions of

employment of an employee of another Municipality or Participating Fire Department. The Municipalities or Participating Fire Departments, as applicable, shall be responsible for all compensation and benefits of their respective firefighters and other agents, including, without limitation, wages, overtime, health insurance, pension and retirement plan contributions, family and medical leave, vacation time and sick time. This Agreement shall not be construed as granting rights to employees, agents or volunteers of any Municipality or Participating Fire Department to participate in any collective bargaining agreement to which any other Municipality or Participating Fire Department is a party or to participate in any health care or retirement benefit plan sponsored by another Municipality or Participating Fire Department.

18. Mutual Aid Agreements With Non-Municipal Entities. FCHIRT may enter into mutual aid agreements with non-municipal entities such as airports and private industrial facilities that employ specially trained personnel or specially designed equipment.
19. Withdrawal. A Municipality may withdraw from this Agreement for any reason upon delivery of Notice to the other Municipalities.
20. Insurance. The Municipalities will maintain their customary insurance coverages with respect to their respective FCHIRT Technicians and Equipment. FCHIRT will maintain directors and officers liability insurance and fidelity/crime insurance coverage.
21. Cross Indemnification. To the extent permitted by law, the Municipalities shall indemnify and hold each other harmless from any and all claims, causes of action and lawsuits arising out of the negligent or willful misconduct of their respective employees, agents and volunteers. The cross indemnification covenants under this Section shall survive the termination of this Agreement or withdrawal of a Municipality.
22. No Advisory Board. The Municipalities find that no interlocal advisory board, as permitted by CGS Section 7-339b(a)(2), is required to accomplish the purposes of this Agreement.
23. Amendment. This Agreement may not be amended except by written agreement signed by the chief elected officers of at least a majority of the Municipalities. Any Municipality may propose an amendment to the other Municipalities.
24. Additional Jurisdictions. Additional towns and cities may be added as parties to this Agreement upon majority vote of the board of directors of FCHIRT and written acceptance of the terms of this Agreement.
25. Assignment. The rights and obligations of the Municipalities under this Agreement are not assignable.
26. Dispute Resolution. Except with respect to the institution of legal proceedings which seek equitable relief, appeal or judgment enforcement, disputes arising under this Agreement shall be resolved as follows.

- a. Negotiation. The chief elected officers of the Municipalities involved in the dispute shall meet either alone or together with their respective advisors, in the spirit of good faith, to attempt to negotiate a resolution of the dispute by mutual agreement in writing. If a dispute is between one or more Municipalities and FCHIRT, then the duly elected president of FCHIRT shall participate in the negotiations.
- b. Mediation. If the chief elected officers of the involved Municipalities (and the president of FCHIRT, if applicable) are unable to resolve the dispute by mutual agreement under Section 26(a) within two (2) weeks following the initiation of negotiations, then the dispute shall be submitted to non-binding mediation between the parties and a mediator to be jointly selected by the involved Municipalities (and FCHIRT, if applicable) (each a "Party" and collectively, the "Parties"). A Party seeking to resolve a dispute hereunder shall give Notice to the other Parties that it wishes to begin the mediation process. Upon receipt of such Notice, the Parties shall meet to mutually select a mediator. The mediation process shall be deemed initiated upon the receipt of the aforementioned Notice by the receiving Party.
- c. Arbitration. If the dispute is not resolved by mediation under Section 26(b) within a period of three (3) weeks following the initiation of mediation as set forth above, then a Party may demand that the dispute be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Commercial Arbitration Rules") and upon such demand, the dispute shall be submitted to arbitration in Fairfield County, Connecticut. Arbitration shall be before a single arbitrator appointed in accordance with the Commercial Arbitration Rules. All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions of this Agreement, shall take place in Fairfield County, Connecticut. The Parties hereby expressly consent to such venue and to the personal and subject matter jurisdiction of such courts and such proceedings. Notice shall be given and the hearing conducted in accordance with the provisions of the Commercial Arbitration Rules. The arbitrator shall hear and determine the matter and shall execute and acknowledge its award in writing and deliver a copy thereof to each Party by registered or certified mail. A judgment confirming the award of the arbitrator may be rendered in any court having jurisdiction. Costs and expenses of arbitration, including, but not limited to, the fees of the arbitrator, shall be borne by the non-prevailing Party or in such proportion as the arbitrator shall determine.

27. Authorization. Each individual signing this Agreement on behalf of a Municipality represents that he or she is the chief elected officer of his or her Municipality and that he or she has obtained all requisite authority to bind the Municipality he or she serves to the provisions of this Agreement. Each individual signing on behalf of a Participating Fire Department represents that he or she is the Chief of the Participating Fire Department.



28. No Waiver. No failure on the part of any Party to exercise and no delay in exercising, and no course of dealing with respect to, any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of any such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges provided in this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.
29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Municipalities agree that this Agreement may be transmitted among them by electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Municipalities intend that electronic signatures constitute original signatures and that an Agreement containing the signature (original or electronic) of the chief elected officer of a Municipality is binding on the Municipality once sent via electronic mail.
31. Captions. The captions and section headings appearing in this Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.
32. Defined Terms. Capitalized words phrases and acronyms appearing in this Agreement shall have the meanings ascribed to them below.
- a. "CGS" means the Connecticut General Statutes, as amended.
  - b. "Equipment" means and includes a registered or non-registered motor vehicle, apparatus or other operational equipment identified on the Equipment Roster.
  - c. "FCHIRT Director" means an individual serving on the board of directors of FCHIRT.
  - d. "FCHIRT Officer" means an individual serving as the president, vice president, corresponding secretary, recording secretary, treasurer or assistant treasurer of FCHIRT.
  - e. "FCHIRT Technician" means an individual whose name appears on the Personnel Roster.
  - f. "Municipality" shall have the meaning ascribed to it under CGS Section 7-148cc, notwithstanding the definition indicated on Page 1. Specifically, "Municipality"

means any municipality, as defined in CGS Section 7-187, any district, as defined in CGS Section 7-324, any metropolitan district or any municipal district created under CGS Section 7-330 and located within the State of Connecticut.

- g. “Notice” means only written notification given by one Municipality to another Municipality or to FCHIRT. Notice may be given only by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day). All Notices will be effective on receipt. Notices must be given to a Municipality at its Notice Address.
- h. “Notice Address” for each Municipality means the address indicated in Schedule A. The Notice address for FCHIRT is Fairfield County Hazardous Incident Response Team, Inc., 100 Shelton Road, Trumbull, CT 06611, Attention Andrew Kingsbury.
- i. “Officer-In-Charge” means, in the context of an emergency response incident, the officer in charge of the Participating Fire Department within the territory of which the incident occurs.
- j. “Request for Assistance” means a request made by an Officer-In-Charge that one or more FCHIRT Technicians or Equipment be deployed to the scene of an emergency response incident.
- k. “Requesting Department” means a Participating Fire Department the Officer-In-Charge of which makes a Request for Assistance.
- l. “Requesting OIC” means an Officer-In-Charge that makes a Request for Assistance.
- m. “Responding Department” means a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.
- n. “Responding OIC” means the Officer-In-Charge of a Participating Fire Department that deploys one or more FCHIRT Technicians or Equipment in response to a Request for Assistance.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

**CITY OF BRIDGEPORT**

BRIDGEPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF DARIEN**

THE DARIEN FIRE DEPARTMENT INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE NOROTON HEIGHTS FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF EASTON**

EASTON VOLUNTEER FIRE CO INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF FAIRFIELD**

FAIRFIELD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF GREENWICH**

GREENWICH FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF MONROE**

MONROE VOLUNTEER FIRE DEPARTMENT NO. 1,  
INC.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE STEPNEY VOLUNTEER FIRE COMPANY, NO. 1,  
INC.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STEVENSON VOLUNTEER FIRE COMPANY,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF NEW CANAAN**

NEW CANAAN FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF NORWALK**

NORWALK FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

THE ROWAYTON HOSE COMPANY NO. 1,  
INCORPORATED

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF STAMFORD**

STAMFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF STRATFORD**

STRATFORD FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF TRUMBULL**

Signature:

Name:

Title: First Selectwoman

Date:

LONG HILL FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

LONG HILL FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

TRUMBULL CENTER FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

TRUMBULL CENTER FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

NICHOLS FIRE DISTRICT

Signature:

Name:

Title: Chief of Department

Date:

NICHOLS FIRE DISTRICT

Signature:

Name:

Title: Commissioner

Date:

**TOWN OF WESTON**

THE WESTON VOLUNTEER FIRE DEPARTMENT,  
INCORPORATED

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WESTPORT**

WESTPORT FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF WILTON**

WILTON FIRE DEPARTMENT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

*{End of signature pages. The next page is Schedule A.}*



**SCHEDULE A**  
**NOTICE ADDRESSES**

**City of Bridgeport**  
45 Lyon Terrace  
Bridgeport, CT 06604  
Attention: Mayor

**Town of Darien**  
2 Renshaw Road  
Darien, CT 06820  
Attention: First Selectman

**Town of Easton**  
225 Center Road  
Easton, CT 06612  
Attention: First Selectman

**Town of Fairfield**  
611 Old Post Road  
Fairfield, CT 06824  
Attention: First Selectman

**Town of Greenwich**  
101 Field Point Road  
Greenwich, CT 06830  
Attention: First Selectman

**Town of Monroe**  
7 Fan Hill Road  
Monroe, CT 06468  
Attention: First Selectman

**Town of New Canaan**  
77 Main Street  
New Canaan, CT 06840  
Attention: First Selectman

**City of Norwalk**  
125 East Avenue  
Norwalk, CT 06856  
Attention: Mayor

**City of Stamford**  
888 Washington Boulevard  
Stamford, CT 06901  
Attention: Mayor

**Town of Stratford**  
2725 Main Street  
Stratford, CT 06615  
Attention: Mayor

**Town of Trumbull**  
5866 Main Street  
Trumbull, CT 06611  
Attention: First Selectman

**Town of Weston**  
56 Norfield Road  
Weston, CT 06883  
Attention: First Selectman

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

**Town of Wilton**  
238 Danbury Road  
Wilton, CT 06897  
Attention: First Selectman

December 28, 2022

The RTM Public Protection Committee met on Tuesday, December 27, 2022, via Zoom to discuss and vote to recommend to the full the RTM:

To take such action as the meeting may determine, upon the recommendation of the First Selectwoman and a request by the Fire Chief, to approve the Amended and Restated Hazardous Materials Response Mutual Aid Agreement.

In attendance: Mike Kronick Fire Chief, Doug Lomante Attorney for Town, Salvatore Liccione, Andrew Colabella, Louis Mall, Claudia Shaum, and James Izzo, RTM Public Protection Committee members.

Mr Lomante explained that the Amendment will add legal structure to the 14 towns who are part of the Hazardous Material Response Team. This will allow for a separate bank account and billing process that will NOT come from the Town of Westport "for" The Hazardous Material Waste Team.

Mr. Mall asked how much was in the account – the current amount is around \$230,000. Currently 6 of 14 towns have ratified the amendment. Westport will be the 7<sup>th</sup> and others will follow as they must go through the same town government process as Westport.

Mr. Mall made the motion to call the vote. Mr. Liccione seconded – the vote was 5-0 to recommend the RTM vote to approve the amendment.

Respectfully submitted,

James Izzo -Chair RTM Public Protection Committee



**WESTPORT™**

**DEPARTMENT OF PUBLIC WORKS**

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

December 16, 2022

Jeffrey Wieser, RTM Moderator  
110 Myrtle Avenue  
Westport, CT 06880

RE: 2022 STEAP Grant Acceptance Authorization Resolution for Jan 3, 2023, RTM Agenda

Dear Mr. Wieser,

The above referenced request is related to the STEAP Grant funds that were appropriated at the December 6, 2022, RTM meeting.

The request seeks a resolution by the RTM authorizing the Town's Chief Executive Officer to accept the STEAP Grant funds in the amount of \$250,000, and to "enter into and execute any and all agreements, contracts and documents necessary to obtain said 2022 STEAP Grant with the State of Connecticut".

The State of Connecticut requires that the resolution be certified by the Town Clerk, sealed with the Town Seal, and returned to them before they can issue a State/Municipal Agreement/contract for reimbursement.

The requested resolution is the next step in the process of securing the grant funds.

Thank you,

A handwritten signature in blue ink, appearing to read "Peter A. Ratkiewich".

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

Last revised October 26, 2022

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 15<sup>th</sup> and October 15<sup>th</sup> 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.

Last revised October 26, 2022

(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.

**Report:** RTM Environment (ENV) Committee Meeting – Tuesday, 9/27/22, 7:30 p.m.

**Committee Members Present:** Ellen Lautenberg - Chair, Wendy Batteau, Lori Church, Andrew Colabella, Matt Mandel, Liz Milwe, Lisa Newman

**Absent:** Cathy Talmadge

**Agenda:** To discuss the current draft of the gas leaf blower ordinance from an environmental impact perspective

Kristin Schneeman gave a brief overview of the ordinance

Chair Ellen Lautenberg opened the meeting by requested that participants focus primarily on the environmental impact, which includes things like noise and environmental justice.

The members of the ENV Committee then ask questions or made comments. These included discussing why the petitioners chose to exempt town operations, concerns about environmental justice, suggestions that landscapers should've been consulted earlier on in the process, issues related to batteries and sources of lithium, time of day restrictions and ability of Conservation Dept to enforce.

Other RTM members asked questions about the difference in noise level, reporting violations and enforcement.

Colin Kelly, new Director of the Conservation Dept responded by expressing concerns about use of limited staff and ability to respond in a timely manner: for example, if weekend complaints come in and the landscapers are finished with the work, conservation won't be able to address in real time; worried that people will reach out to the police and having approximately 9,500 properties that could suddenly come under their review with a small staff as well as budgetary concerns.

Kristin Schneeman and Liz Milwe, sponsors, responded by mentioning changes that were made to the ordinance based on conversations with landscapers: Removed restrictions on number of blowers per property, removed legal liability language, rolled back start time, expanded seasonal dates, including limiting the restriction to gas blowers to only Summer and loosened storm clean up exemption. They mentioned that effective date is still a moving target. They do not feel that cost is prohibitive for landscapers. Regarding the noise level - gas and electric blowers have the same decibels but there is a frequency component that makes the gas engine noise travel further. They mentioned there has been some education and they plan to follow Larchmont's education program which includes info on pollinators; Wakeman Town Farm (WTF) will help to come up with creative ways to educate community.

During public comment, both support and concerns were expressed.

Concerns included neighbors reporting on neighbors; that other devices make noise but ordinance only focuses on one; question about whether it is an environmental or noise ordinance; issue does not need to be legislated as landscaping will be moving towards electric equipment in the next couple years anyway; the cost to small businesses being high and could cost people jobs; not everyone in Westport can afford higher landscaping costs that would be incurred; if the town is not expected to get their work done without gas blowers, why should the landscapers; the current electric blowers are not as efficient as gas blowers so jobs take longer; difficult to keep batteries charged for multiple uses per day; issues

with electric batteries which include difficulties getting them and environmental issues with Lithium as well as potential fire hazard; should focus more on education than on regulation; the stopping time of 5:00 is too early for some home owners.

Positives included that this is a step in the right direction; Westport should be a leader on this issue; spotless yards are not sustainable; the force of gas blowers injure plants, soil and insects; leaves and clippings make yards healthier; Westport has been reported to have bad air quality and this would help improve it; passing this would begin an incremental approach for tackling additional environmental issues; it would be better for health of the workers than using gas blowers.

Some landscapers that have already converted to electric blowers support the regulation. Tony McDowell of Earthplace expressed support for the ordinance.

Vote:

Lori Church proposed the following resolution: "The Environment Committee recommends that the full RTM votes to pass the proposed leaf blower ordinance".

Liz Milwe Seconded it.

The committee discussed this but did not support this resolution. After some discussion about what the majority of the committee members would support, Liz Milwe proposed another resolution: "The Environment Committee supports the principles behind the proposed ordinance but believes further modification of the language is needed." Andrew Colabella Seconded it.

Vote occurred at 11:59 p.m. with Andrew, Matt, Liz, Ellen, Lisa and Lori voting yes and Wendy voting to abstain.

Joint RTM Finance & Public Works Committee Meeting

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 28<sup>th</sup> 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 28<sup>th</sup> 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





- 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 Ratkewich 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 28<sup>th</sup> 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 28<sup>th</sup> 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 Ratkewich 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 6<sup>th</sup>. 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 17<sup>th</sup>, 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 RTM *Health & Human Services Committee*  
September 19, 2022 | 7:30 PM | Virtual on Zoom

## Summary

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 Seiling 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.

*Respectfully submitted by Jaime Bairaktaris, District 4, Health & Human Services Committee | 1/4*

*Westport RTM Health & Human Services Committee*  
 September 19, 2022 | 7:30 PM | Virtual on Zoom

**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

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

*Respectfully submitted by Jaime Bairaktaris, District 4, Health & Human Services Committee | 2/4*

Westport RTM *Health & Human Services Committee*  
September 19, 2022 | 7:30 PM | Virtual on Zoom

## 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.

*Respectfully submitted by Jaime Bairaktaris, District 4, Health & Human Services Committee | 3/4*

*Westport RTM Health & Human Services Committee*  
September 19, 2022 | 7:30 PM | Virtual on Zoom

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.*

*Respectfully submitted by Jaime Bairaktaris, District 4, Health & Human Services Committee | 4/4*

**TO: Representative Town Meeting**

**FROM: RTM Ordinance Committee**

**SUBJECT: Review proposed ordinance restricting the use of gas-powered leaf blowers in Westport**

**Meeting of October 26, 2022**

Members present: Brandi Briggs (Chair), Lauren Karpf, Peter Gold, Ellen Lautenberg, Kristin Schneeman and Stephen Shackelford.

Others present: Assistant Town Attorney Eileen Flug, Colin Kelly, Anna Rycenga, Jimmy Izzo, Andrew Colabella, Wendy Batteau, Dick Lowenstein and Liz Milwe.

On October 26, 2022 the Ordinance committee met by Zoom to discuss and review the proposed ordinance to create an ordinance to restrict the use of gas-powered leaf blowers in Westport. This was a continuation of ongoing meetings to discuss the ordinance proposed by Kristin Schneeman, the lead Petitioner.

At the beginning of the meeting Kristin Schneeman began by reviewing the need for the ordinance including to reduce noise and environmental pollution. She noted that in order for Westport to reach their goal of net zero by 2050, steps needed to be taken now. She gave a brief overview of the ordinance and changes that have been made since the last time we met as a committee including that the town was now exempted from this ordinance. Also, there was no longer a punitive enforcement of the ordinance and it is now enforcement is through education to homeowners and landscapers.

Wendy Batteau noted that there are requirements regarding the transport of the lithium batteries and she feels there needs to be education documents provided to the landscapers about safe transport, storage and disposal. Ms. Schneeman indicated that she or others would be able to provide information for landscapers.

We then turned to Attorney Flug to go through her concerns. We reviewed her concerns and made the appropriate changes to the timeline and minor language changes.

The committee then reviewed the full text of the ordinance line by line and made changes as necessary. We addressed concerns about the language of compliance with the noise ordinance already in place. We also discussed the language regarding properties being exempt that are over 20 acres. Peter Gold noted that this would exclude condo communities that are larger than 20 acres which he did not think was appropriate. Others agreed that condo communities should not be exempt so we added language to include all residential properties. Ms. Schneeman noted she did not want to change the acreage to 2 or 3 acres as was suggested at other committee meetings. We also discussed the use during emergency situations and that the emergency should be included.




We then moved to the Education section. Ms. Schneeman reviewed that the ordinance now has an education component and that they did not want to be punitive but educational. Lauren Karpf addressed the concern that if the Conservation Department has the manpower or budget to handle complaints. Anna Rycenga concurred that she was concerned that the Conservation Department was understaffed and that maybe it should be under the Planning and Zoning Department. Kristin Schneeman said that Planning and Zoning has few enforcement personnel as well and that this falls under the Conservation purview. She noted that once the Conservation Department receives a written complaint, not a phone call, the Conservation Department sends educational materials. Colin Kelly, Director of Conservation Department, stated that taking out the penalty/enforcement piece would reduce the time and energy spent on this so it will be more manageable for Conservation and he appreciated the tiered rollout. He stated that they would be able to put in a budget request when needed for the education materials.

After concluding that no substantive changes made at this meeting, Stephen Shackelford made a motion and Lauren Karpf seconded that the proposed ordinance to restrict the use of gas-powered leaf blowers is ready for full RTM review. The vote was unanimous that the ordinance is ready for full RTM review.



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

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.