



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

LEGAL NOTICE OF MEETING

Notice is hereby given that the Parks and Recreation Commission will hold a public meeting on Wednesday, July 19, 2023, at 7:30pm. It will be held electronically via zoom. Meeting materials will be available on the Meeting List & Calendar page of the Town website westportct.gov, along with the meeting notice.

Join Zoom Meeting

<https://us02web.zoom.us/j/81937206253?pwd=UTQyUHU3d0FUb2tFYzUvRDdCbDRuUT09>

Meeting ID: 819 3720 6253

Passcode: 566166

MEETING AGENDA

1. Approval of Minutes: June 21, 2023
2. Public Comment
3. Reports of
 - Golf Advisory Committee
 - Parks Advisory Committee
 - Racquets Advisory Committee
4. To take such action as the meeting may determine to approve an agreement between the Town of Westport and Westport P.A.L. for the installation of the P.A.L. Rink at Longshore.
5. Discussion with members of the Westport Arts Advisory Committee regarding the possibility of placing sculptures in parks. (Discussion only)
6. To take such action as the meeting may determine relative to recommending fees for Parks and Recreation programs and activities.
7. Commissioner's Comments
8. Administrative Report

Parks and Recreation Commission

It is the policy of the Town of Westport that all Town-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in a meeting or event due to a disability as defined under the Americans with Disabilities Act, please contact Westport's ADA Coordinator at 203-341-1043 or eflug@westportct.gov at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

D R A F T



**Town of Westport
Parks & Recreation**
WESTPORT PARKS AND RECREATION COMMISSION
Longshore Club Park, 260 South Compo Road
Westport, CT 06880

June 23, 2023

The Westport Parks and Recreation Commission held a meeting on Wednesday, June 21, 2023 @ 7:30 pm. It was held electronically and recorded via zoom.

Members Present:

David Floyd, Chairman; Elaine Whitney, Alec Stevens, Matthew Haynes, Christine O’Keeffe

Members Absent:

None

Also Present:

Jennifer Fava, Director of Parks and Recreation; Carmen Roda, Operations Manager; Michael Giunta, Waterfront Foreman; along with members of the public.

1. Approval of minutes: May 17, 2023

Upon a motion by Elaine Whitney to approve the May 17, 2023, minutes seconded by Alec Stevens. Passed unanimously 4-0. (Christine O’Keeffe was not yet present)

2. Public Comment

Jon Polayes, 15 Over Rock Lane: Requested adding mesh to the fencing for the off leash area at Winslow Park as well as, adding an inward opening gate at the fork at the top of the path due to dogs running out onto Compo Road North. Additionally, the dog warden should be patrolling between 7:30am and 9am enforcing rules and regulations.

3. Reports of:

Golf Advisory Committee: Jane Dally, Chairwoman of the GAC, reported.

Parks Advisory Committee: David Floyd, Chairman of the PRC, reported.

Racquets Advisory Committee: No representative was present.

4. To take such action as the meeting may determine related to the proposed smoking/vaping policy.

Jennifer Fava and Michael Giunta presented.

Public Comment: There was public comment related to the proposed smoking/vaping policy.

DRAFT MINUTES SUBJECT TO REVIEW, CORRECTION, AND APPROVAL BY THE
PARKS & RECREATION COMMISSION OF THE TOWN OF WESTPORT

Recordings of this meeting can be found at:

<https://www.westportct.gov/government/appointed-boards-a-z/parks-and-recreation-commission/meeting-agenda-and-minutes>

D R A F T

Upon a motion made by David Floyd and seconded by Elaine Whitney, passed unanimously 5-0.

RESOLVED: Smoking or vaping any cannabis-type substance or tobacco product is prohibited within the boundary of all Town-owned athletic fields, courts, playgrounds, pools, beaches, including but not limited to, concession areas, beach parking lots, and athletic field parking lots. In addition, smoking or vaping any cannabis-type substance or tobacco product is prohibited within 25 feet of all Town-owned athletic fields, courts, playgrounds, and pools.

5. Commissioner's Comments: David Floyd reported.

6. Administrative Report: Jennifer Fava reported.

Upon a motion by Matthew Haynes, seconded by Christine O'Keeffe, and passed unanimously 5-0, the meeting adjourned at 8:13 pm.

Respectfully,
Jamie Boone, Recording Secretary

DRAFT MINUTES SUBJECT TO REVIEW, CORRECTION, AND APPROVAL BY THE
PARKS & RECREATION COMMISSION OF THE TOWN OF WESTPORT

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Parks and Recreation Commission

Meeting Date: July 19, 2023

Agenda Item: #4

To take such action as the meeting may determine to approve an agreement between the Town of Westport and Westport P.A.L. for the installation of the P.A.L. Rink at Longshore.

Background Information:

The License Agreement between the Town and Westport P.A.L. expired at the end of this past season. The Town has negotiated with Westport P.A.L. in relation to the license agreement for the installation of the Rink at Longshore and recommends the new agreement for a (5) five year period with mostly the same terms as the 2018-2023 license agreement.

Noted changes:

(RECITALS – C)

- 1) 5 years (2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-2028 seasons)

(Item #2(ii))

- 2) Term: Skating Season Defined – (ii) was added to allow for the option to renew for an additional (5) five year period to April 15, 2033 by mutual agreement and with the ability to agree upon modifications to the maximum fees for public skating described in Section 13.

(Item #4 & #26)

- 3) Insurance – Updates to the language regarding insurance requirements for the management company (#4) as well as Westport P.A.L. (#26).

(Item #13)

- 4) Fees for Public Skating – Allows Adult fees to be raised to a maximum of \$21 (up from \$16) and Youth fees to be raised to a maximum of \$18 (up from \$13).

(Item #19)

- 5) Indemnification – revised language for indemnification requirements.

(Item #21)

- 6) Notices – removed name of President and added Treasurer so notifications go to both the President and Treasurer of Westport P.A.L.

Back-up Documents:

Copy of proposed 2023-2028 agreement between the Town and Westport P.A.L. for the Rink at Longshore.

Staff Recommendation:

Staff recommends approval of this agreement.

Resolution Format:

The Parks and Recreation Commission recommends to the Board of Selectwomen approval of the agreement, upon approval from the Town Attorney, between the Town of Westport and Westport P.A.L. for installation of the P.A.L. Rink at Longshore as presented.

LICENSE AGREEMENT

This License Agreement (the "Agreement"), dated as of _____, 2023, is by and between the **TOWN OF WESTPORT**, a municipality of the State of Connecticut acting herein by its Board of Selectmen and administered through its Parks and Recreation Commission (the "TOWN") and the **WESTPORT POLICE ATHLETIC LEAGUE, INC.**, a Connecticut not for profit corporation (the "PAL").

RECITALS

- A. Longshore Club Park ("Longshore Park") is a TOWN-owned park facility maintained for public recreation and enjoyment.
- B. The TOWN desires to make available supervised seasonal ice-skating at Longshore Park at a reasonable cost and in a safe and secure environment.
- C. The PAL owns a portable ice-skating rink (the "Rink") and desires to install the Rink at Longshore Park to provide supervised ice-skating at Longshore Park for the outdoor ice skating seasons during the Operating Periods (as defined in Paragraph 11) occurring during 2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028.
- D. The PAL has retained the services of Thin Ice Management, LLC. ("Thin Ice") to provide for the installation, maintenance and day-to-day management of the Rink operations, i.e. to serve as the Management Company (as defined in Paragraph 3), throughout the Term of this Agreement.

Now therefore, the TOWN and the PAL agree as follows:

1. Grant of License. The TOWN hereby grants a license to the PAL to install and operate the Rink at Longshore Park in the area known as Tennis Courts #1-5. The license is subject to all the restrictions and limitations set forth in this Agreement, and the PAL shall be responsible for the maintenance, security and day to day operations of the Rink in accordance herewith.

2. Term; Skating Season Defined.

- (i) This Agreement shall commence as of October 15, 2023 ("Commencement Date") and, unless earlier terminated pursuant to Paragraph 25, shall expire on April 15, 2028 (the "Term").
- (ii) With the written approval of the PAL and the Town, the Term may be extended for an additional five (5) years, to April 15, 2033. Such written approval shall set forth, for such additional five (5) years, any agreed-upon modifications to the maximum fees for public skating described in Section 13 and to the EIT

described in Section 14. Prior to the beginning of such five (5) year extended term, the PAL shall deliver to the Town a Management Contract (as defined in Section 4 below) that covers the extended term.

3. Management Company. Subject to prior approval by the TOWN, which approval shall not be unreasonably withheld or delayed, the PAL shall have the right to delegate its obligations under Paragraphs 9 through 18 of this Agreement to an experienced and reputable professional management company (the "Management Company"). The PAL shall be responsible for the oversight of the Management Company and no such delegation shall release the PAL from its obligations hereunder.

The name of any Management Company, and such Management Company's contract with the PAL, shall be submitted to the TOWN for approval prior to the Commencement Date. If the contract with the approved Management Company is terminated by the PAL, the PAL shall notify the TOWN of same and of the effective date of termination. If termination occurs prior to the expiration of the Term of this Agreement, the skating season may not continue without the PAL first submitting to the TOWN for approval the name of an experienced and reputable Management Company and a corresponding Management Contract (as defined in Paragraph 4) with such Management Company and the TOWN's approval of such new Management Company and such new Management Contract.

4. Management Contract. Any Management Company approved by the TOWN shall enter into a contract with the PAL, the form, terms and conditions of which shall also be subject to the prior approval of the TOWN (the "Management Contract"). At a minimum, the Management Contract shall contain the following provisions:

- (i) **Insurance.** Beginning not later than the Commencement Date and continuing throughout the term of this Agreement, the Management Company shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the TOWN from claims that may arise out of or result from the Management Company's obligation under the Management Contract, whether such obligations are the Management Company's or those of a contractor or subcontractor or any person or entity directly or indirectly employed by the Management Company or by anyone for whose acts the Management Company may be liable. The TOWN may review and by providing written notice to PAL may increase or decrease the amounts of insurance coverages required under this Paragraph 4, as deemed reasonably necessary by the TOWN.

A. Workers Compensation

In the event the Management Company has employees or is otherwise required by law to provide statutory workers compensation insurance, the Management Company shall provide statutory workers compensation insurance required by law with employer's

liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the TOWN.

B. Commercial General Liability Insurance:

The Management Company shall provide commercial general liability insurance, including abuse and molestation. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); and Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the TOWN as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the TOWN.
- The policy shall contain a waiver of subrogation in favor of the TOWN.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision required by this Agreement and contained in the Management Contract between the Management Company and the PAL.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the TOWN.

C. Property Insurance:

The PAL shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

D. Abuse and Molestation.

The Management Company shall provide a separate abuse and molestation insurance policy if not included in commercial general liability insurance. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

E. Commercial Automobile Insurance:

The Management Company shall provide commercial automobile insurance for any owned autos (symbol I or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage and shall cover the Zamboni and any other mobile machinery used to resurface the ice rink. The policy shall name the TOWN as an additional insured

F. Umbrella Liability Insurance:

The Management Company shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (E) above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

Prior to the Commencement Date and at least 30 days prior to the commencement date of each successive Skating Season, the Management Company shall deliver a copy of the insurance policy for the TOWN's review, as well as a certificate of insurance evidencing the insurance coverage stated herein and providing that the TOWN will be given thirty (30) days prior written notice of cancellation, non-renewal or modification of such policies.

- (ii) **No Assignment.** The Management Company shall not assign the Management Contract without the prior written approval of the TOWN.
- (iii) **License Agreement.** The Management Company shall acknowledge the terms and conditions of Paragraphs 9 through 18 of this License Agreement and shall agree to abide by and enforce the provisions thereof.
- (iv) **Effective Date; Amendments.** The Management Contract shall not become effective unless and until it is approved in writing by the TOWN, and no amendment to the Management Contract shall become effective without the prior written approval thereof by the TOWN.
- (v) **Indemnification.** The Management Company shall agree to indemnify, defend and hold harmless the TOWN, its officers, agents and employees from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property which may be caused by, attributed to, or in any way related to the activities at the Rink including, but not limited to, the management, operation, installation, or maintenance thereof, or in any way related to the negligence or willful misconduct of the Management Company, its agents, contractors or invitees.

5. Thin Ice Management, LLC. The TOWN acknowledges that the PAL intends to delegate its obligations under Paragraphs 9 through 18 of this Agreement to Thin Ice Management, LLC ("Thin Ice") as the Management Company for the Term of this Agreement. The PAL shall retain the right to terminate Thin Ice's contract. Any subsequent engagement of a Management Company shall be the right and duty of the PAL and shall be subject to the approval of the TOWN as provided in Paragraph 3.

6. Programming. All programs, hours and activities at the Rink shall be conducted generally in keeping with past practices. Prior to the Commencement Date all such programs, hours and activities shall be submitted to the TOWN for its review and prior approval.

7. **Ice Hockey; Safety Rules and Precautions.** Prior to the Commencement Date, the PAL shall provide the TOWN with updated recommendations from an independent expert on preventing ice hockey injuries, which will include, but not be limited to, recommendations on the installation of protective barriers, appropriate rules of play relative to the size and location of the Rink and required equipment. The PAL shall be responsible for implementing these recommendations at its cost.

The PAL shall not use or permit the Rink to be used for any hockey activity unless:

- (i) The safety precautions and rules have been implemented.
- (ii) In the case of an organized hockey program,
 - (a) The PAL has delivered to the TOWN a certificate of insurance from the organization with which a hockey team is affiliated. Such certificate shall name the TOWN as additional insured and shall evidence insurance coverage in such amounts and upon such conditions as are set forth in paragraph 26 hereof; and
 - (b) The hockey organization has executed an agreement with the TOWN, in form and substance satisfactory to the TOWN, wherein it indemnifies, defends and holds harmless the TOWN from any and all losses, claims, actions, costs and expenses (including but not limited to, court costs and attorney's fees), judgments, subrogations or other damages resulting from any injury to a person or persons or to property which may be caused by, attributed to, or in any way related to the activities at the Rink or to the negligence or willful misconduct of the organization.
- (iii) In the case of unorganized hockey activities, the participants engaged in such play execute and deliver a release and hold harmless agreement in favor of the PAL, Thin Ice and the TOWN.

The PAL shall not permit any use of the Rink in violation of any safety rules.

8. **Financial Statements.** Upon the request of the TOWN, the PAL shall provide copies of its financial statements to the extent they relate to the operation of the Rink. Said financial statements shall include a financial statement certification, signed by the President and Treasurer (or other duly authorized officer) stating that they have reviewed the financial statements and that they are true, complete, and correct.

9. **Facilities to be Provided by the TOWN; Responsibilities of the PAL.** The TOWN shall provide the PAL and/or the Management Company with office/storage space and a storage area, to be identified by the TOWN, in the Longshore Pavilion for the Zamboni machine. The PAL shall be responsible for expenses associated with heat and electrical services for the Longshore Pavilion. Except for items specifically identified in this Agreement, the TOWN shall be responsible for maintenance of the Longshore Pavilion.

The Longshore Pavilion is monitored by an automated security system. The PAL shall be responsible for securing the Rink at all times and for the staffing of security personnel as

required by the Westport Police Department. The PAL must designate a first responder to security calls during the Operating Period (as defined in Paragraph 11) or any extension thereof. The TOWN assumes no responsibility for the operation of the automated security system or for any loss due to the operation or malfunction of the automated security system.

The TOWN shall provide adequate parking facilities for patrons within a reasonable walking distance of the Rink and shall provide snow removal, sanding and other ice mitigation services for the parking areas and access roads leading to the Rink and the Longshore Pavilion. The PAL shall be responsible for snow removal on all sidewalks and pedestrian walkways extending from the Rink and Pavilion to all accessible parking areas and access roads. All Rink employees are required to park in "Lot D". PAL is responsible for all costs associated with parking direction and supervision associated with special events.

The TOWN shall provide for access to water and electrical service to the Rink and shall pay for all water service at the Rink. The TOWN shall provide adequate lighting for after-dark skating during the Operating Hours (as defined in Paragraph 11). Expenses associated with telephone services for the Rink and the electrical services for the Rink refrigeration and equipment shall be the responsibility of the PAL. The TOWN shall provide regular trash removal service. PAL is responsible for bagging and removing trash from the Rink and office to a designated collection area for pick-up by the TOWN. Bulk waste removal shall be the responsibility of the PAL.

The TOWN shall provide rest rooms for the use of the Rink patrons. Rest rooms shall be cleaned and stocked with sanitary products daily by the TOWN. The PAL shall be responsible for routine maintenance of the rest rooms throughout the Operating Hours (as set defined in Paragraph 11). The TOWN shall respond promptly to calls for service related to the maintenance of the plumbing fixtures.

All facilities provided by the TOWN must be returned to the TOWN in the same condition, subject to normal wear and tear, no later than April 15 of each year.

10. Maintenance. The PAL shall, through the Management Company, regularly inspect and maintain the Rink and the immediate surrounding grounds in good repair throughout the Operating Period. Except as provided herein, the PAL is NOT responsible for the maintenance of any other buildings, grounds, structures and/or equipment owned by the TOWN and/or other licensees of the TOWN. The PAL shall prevent damage by wind, water, fire and vandalism to the Rink and surrounding grounds and shall maintain fire safety equipment as required by the Westport Fire Marshall.

11. Period and Hours of Operation. The PAL shall be responsible for the admission and monitoring of all persons using the Rink during the Operating Hours.

Each year during the Term of this Agreement, the PAL shall open the Rink for ice-skating,

weather permitting, beginning no later than Thanksgiving weekend and ending, weather permitting, no earlier than the date on which all Westport Parks and Recreation Department sponsored skating lessons are completed (each an "Operating Period"). During each day of an Operating Period (weather permitting) the Rink shall open for ice-skating no earlier than 8:00 a.m. or later than 10:00 a.m. and close no earlier than 7:00 p.m. or later than 11:00 p.m. seven days per week (the "Operating Hours"). The TOWN acknowledges that extreme weather conditions may make it impossible to open the Rink and/or may necessitate the early closure of the Rink. The PAL shall not be in breach of this Agreement if it cannot open the Rink due to extreme weather conditions provided the PAL uses all reasonable efforts to make the ice suitable for skating.

12. Public Skating Sessions and Private Skating Sessions. In addition to charging for public skating ("Public Sessions"), the PAL may sell ice time within the Operating Hours to private parties ("Private Sessions"). Public Sessions and Private Sessions shall be at least 45 minutes in duration and shall be subject to advance approval by the TOWN. Prior to the Commencement Date, the PAL shall submit for TOWN approval a time schedule and a fee schedule of proposed Public Sessions and Private Sessions for the Operating Period. If the PAL is unable to sell time designated for Private Sessions, the PAL may open the Rink to public skating. The PAL shall not, however, cancel or restrict a Public Session to accommodate a Private Session without prior approval by the TOWN. It shall be reasonable for the TOWN to decline to approve a cancellation or restriction of a Public Session on the grounds of inadequate notice and to require the PAL to bear the cost of properly notifying the public of the change or restriction.

13. Fees for Public Skating. Fees for public skating during the Operating Period shall be no more than \$21.00 per adult per session and \$18.00 per youth per session. Westport Parks and Recreation Department handpass holders shall receive a discount of not less than 20% off the rates charged to the general public. The PAL may charge less than the fees provided in this Paragraph. However, changes to the fees provided in this Paragraph require the prior approval of the Parks and Recreation Commission.

14. Exclusive Ice Time.

- A. The TOWN shall have exclusive use of the ice during the times shown on Schedule A attached hereto (the "Exclusive Ice Time"). Subject to the waiver provisions of Subparagraph 14(B), the TOWN shall pay to the PAL a usage fee of \$250.00 per hour for the Exclusive Ice Time (the "EIT Fee"). The PAL shall bill the TOWN for Exclusive Ice Time on or about *the last day of each month in arrears*. The TOWN agrees to process and pay the PAL's bills for Exclusive Ice Time within thirty (30) days from receipt of an invoice by the TOWN'S Finance Department. The EIT Fee may be increased by mutual consent of the PAL and the TOWN but only after the Parks and Recreation Commission approves an increase for fees for Public Sessions as outlined in Paragraph 13 above.

B. If the TOWN elects to waive its right to any Exclusive Ice Time, the PAL shall be free to open the Rink for Public Sessions or Private Sessions during the waived Exclusive Ice Time. If the TOWN notifies the PAL of a waiver at least thirty (30) days in advance, the PAL shall be entitled to 0% of the EIT Fee for the waived Exclusive Ice Time. If the TOWN notifies the PAL of a waiver at least ten (10) but not more than twenty-nine (29) days in advance, the PAL shall be entitled to 20% of the EIT Fee for the waived Exclusive Ice Time. If the TOWN notifies the PAL of a waiver less than ten (10) days in advance, the PAL shall be entitled to 100% of the EIT Fee for the waived Exclusive Ice Time.

15. Private Instruction. The TOWN'S Parks and Recreation Department shall identify staff instructors eligible to provide private skating lessons at the Rink ("Staff Instructors"). The PAL shall permit private skating lessons at the Rink only if such lessons are conducted by Staff Instructors. The PAL shall charge each Staff Instructor an annual fee of \$150.00. Prior to conducting any private instruction, the Staff Instructors shall provide the PAL with evidence of insurance satisfactory to the PAL. Private skating lessons shall be conducted during Public Sessions. For each private lesson, students shall pay the applicable public skating fee set forth in Paragraph 13. The Staff Instructors shall be independent contractors identified and approved by the TOWN and not employees or contractors of the PAL.

16. Vouchers. The PAL shall deliver to the TOWN, at no charge, vouchers for 250 individual weekday-only admissions (excluding the period December 23 through January 2) to be used in connection with TOWN recreation programs. The vouchers shall be valid during all weekday Public Sessions during the Operating Period and any extension thereof for which they were issued. PAL shall receive recognition for donating such vouchers, on all advertisements related to such TOWN recreation programs.

17. Food and Beverage Concession. The TOWN shall provide the exclusive food and beverage concession during Operating Hours. The PAL shall neither provide nor encourage alternate commercial food deliveries to the Rink. The TOWN will provide discount vouchers which the PAL may distribute as part of its group rental packages, subject to such restrictions as may be placed on the vouchers.

18. Tennis Courts

- I) **Responsibilities of the PAL.** The PAL shall take reasonable precautions to avoid damage to the Fast-Dry tennis courts used for the Rink (the "Courts") during the installation and removal of the Rink. In addition, the PAL shall be responsible for the following:
- (a) The removal and capping of all irrigation heads within the Rink and the costs associated therewith.
 - (b) Adjusting all gates for the tennis season.
 - (c) Laser grading courts 1-5 after the Rink and the underlying stone dust is removed.
 - (d) Providing all materials necessary to install the Rink including the costs of

such materials.

- (e) The costs of repairing any damage to the existing irrigation system which may be caused by the installation or removal of the Rink.
- (f) At the completion of each Operating Period, PAL shall pay to the Town \$3,200 to fund the periodic restoration of courts 1-5.

II) Responsibilities of the TOWN. The TOWN shall be responsible for the work that, in its sole discretion, and in compliance with past practice, is ordinary and necessary to prepare the Courts for tennis play. ("Ordinary and Necessary Work"). If the Courts are damaged by any cause associated with the Rink other than damage caused by the negligence or willful misconduct of the TOWN or its employees or agents and, as a result, the Courts require work beyond the Ordinary and Necessary Work as determined by the TOWN, the TOWN reserves the right to bill the PAL for the cost of such additional work provided however, the maximum amount the TOWN may bill the PAL pursuant to this Paragraph is \$5,000.

19. Indemnification. To the fullest extent permitted by law, the PAL shall indemnify, defend, and hold harmless the TOWN and its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death), or damage (including loss or destruction) to any property of whatsoever nature belonging to any person, arising out of (or alleged to arise out of) the installation, maintenance, management, or operation of the Rink at Longshore Park, including without limitation any negligent or willful act or omission of the PAL, the Management Company, and/or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The indemnification and hold harmless provisions contained herein shall not apply to injury or damage sustained or incurred as the sole result of the gross negligence or willful misconduct of the TOWN or its agents, servants, representatives, appointed and elected officials, and employees.

The PAL shall provide the TOWN with prompt notice of any claim.

20. Exclusivity. Except as specifically provided herein, during the Term of this Agreement, the TOWN shall not conduct, authorize, sponsor or permit any other skating instruction or skate sales and rental programs within the jurisdiction of the Parks and Recreation Commission of the TOWN of Westport without the advance written consent of the PAL. The TOWN, as well as its employees, officers, agents and contractors, when referring to the Rink in any form of formal communication, shall use its or their best efforts to refer to the Rink as the "Westport Police Athletic League Rink at Longshore."

21. Notices. All notices made or required pursuant to this Agreement shall be in writing and sent by certified or express mail or hand delivered and shall be deemed to have been delivered in the case of certified mail on the third day after deposit with the U.S. Postal Service, in the case of express mail on the second day after deposit with the express mail carrier and in the case of hand delivery on the date of such delivery.

If to the TOWN, notices shall be addressed to the TOWN of Westport, First Selectman 110 Myrtle Avenue, Westport, CT 06880 cc: Director, Parks and Recreation Department.

If to the PAL, notices shall be addressed to Westport Police Athletic League, c/o President and Treasurer, 50 Jesup Road, Westport, CT 06880.

If to the Management Company, notices shall be addressed in the manner called for in the Management Contract.

22. Approval by the TOWN. Whenever approval by the TOWN is required by this Agreement, such approval shall not be effective unless in writing. The TOWN agrees that it will not unreasonably delay or withhold any such approvals over which it has sole discretion.

23. Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

24. Dispute Resolution. In the event of any dispute, controversy or claim arising between the parties relating to this Agreement, written notice shall be provided by the complaining party to the other party, stating the nature of the dispute. The party receiving such notice shall have ten (10) days in which to correct the alleged deficiency or breach, after which, the complaining party may seek resolution through mediation according to the Mediation Rules of the American Arbitration Association. In the event of mediation, the parties shall choose as mediator a qualified neutral party who is not now, or ever has been a resident of the TOWN nor is or has ever been affiliated with the municipal administration or agencies of the TOWN or the PAL.

25. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice for failure of the other party to comply with the terms hereof or any applicable regulations, municipal ordinances, statutes or other laws bearing on the operation of the Rink. The TOWN may terminate this Agreement by written notice to the PAL if, in its sole discretion, the TOWN determines that the Rink has been destroyed or damaged such that it cannot be repaired within thirty (30) days.

26. Insurance. Beginning not later than the Commencement Date and continuing throughout the term of this Agreement, the PAL shall purchase from and maintain insurance from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance shall protect the TOWN from claims that may arise out of or result from the PAL'S obligations under this Agreement, whether such obligations are the PAL'S or the Management Company's or those of a contractor or subcontractor or any person or entity directly or indirectly employed by the PAL or by anyone for whose acts the PAL may be liable. The TOWN may review and by providing written notice to PAL may increase or decrease the amounts of insurance coverages required under this Paragraph 26, as deemed reasonably necessary by the TOWN.

G. Workers Compensation

In the event PAL has employees or is otherwise required by law to provide statutory

workers compensation insurance, PAL shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the TOWN.

H. Commercial General Liability Insurance:

The PAL shall provide commercial general liability insurance, including abuse and molestation. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); and Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the TOWN as an additional insured.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the TOWN.
- The policy shall contain a waiver of subrogation in favor of the TOWN.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of this Agreement and all other agreements between the TOWN and PAL.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the TOWN.

I. Property Insurance:

The PAL shall provide Property Insurance in the amount sufficient to cover all business and personal property located at the Premises.

J. Abuse and Molestation.

The PAL shall provide a separate abuse and molestation insurance policy if not included in commercial general liability insurance. Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

K. Commercial Automobile Insurance:

Commercial automobile insurance for any owned autos (symbol I or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage and shall cover the Zamboni and any other mobile machinery used to resurface the ice rink. The policy shall name the TOWN as an additional insured

L. Umbrella Liability Insurance:

The PAL shall provide an umbrella or excess liability policy in excess (without restriction

or limitation) of those limits and coverages described in items (A) through (E) above. Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

Prior to the Commencement Date and at least 30 days prior to the commencement date of each successive Skating Season, the PAL shall deliver a copy of the insurance policy for the TOWN's review as well as a certificate of insurance evidencing the insurance coverage stated herein and providing that the TOWN will be given thirty (30) days prior written notice of cancellation, non-renewal or modification of such policies.

27. Cost of Installation and Removal. The PAL shall bear the cost of installing and removing the Rink during the term of this License Agreement.

28. Independent Contractor. The PAL shall offer and conduct the services specified herein as an independent contractor. It is agreed that the TOWN is not to be considered a partner or joint venture participant in the services to be offered by the PAL. Further, the PAL, or any of its employees, agents or subcontractors, shall not be considered an employee of the TOWN for any purpose and is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the TOWN, or to bind the TOWN to any agreement, contract or arrangement of any nature. The PAL shall be solely and entirely responsible for the PAL's acts and those of Thin Ice during the performance of this Agreement.

29. Captions. The captions or paragraph headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

30. Entire Agreement. This Agreement, together with Schedule A, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith.

31. Amendment and Waiver. No provision of this Agreement may be amended or waived unless such amendment or waiver is in writing and signed by both parties hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the date first written above.

**WESTPORT POLICE ATHLETIC
LEAGUE, INC.**

TOWN OF WESTPORT

By _____
Craig Bergamo
President

By _____
Jennifer S. Tooker
First Selectwoman

SCHEDULE A

EXCLUSIVE ICE TIME (Full price per hour)

Tuesdays	4pm-6pm	2 hours
Thursdays	4pm-6pm	2 hours
Saturdays	9am-12 pm	3 hours
Total		7 hours per week

SHARED ICE TIME WITH PUBLIC (Half price per hour)

Tuesdays	1:45 -2:30	.75 hours
Wednesdays	9:30am - 10:30 am	1 hour
	11 am-1 pm	2 hours
Thursdays	11 am – 1 pm	2 hours
	1:45pm - 2:30 pm	.75 hours
Total		6.5 hours per week

Parks and Recreation Commission

Meeting Date: July 19, 2023

Agenda Item: #5

Discussion with members of the Westport Arts Advisory Committee regarding the possibility of placing sculptures in parks. (Discussion only)

Background Information:

The Westport Arts Advisory Committee would like to be able to place sculptures in some of the parks.

Back-up Documents:

N/A

Staff Recommendation:

N/A

Resolution Format:

N/A

Parks and Recreation Commission

Meeting Date: July 19, 2023

Agenda Item: #6

To take such action as the meeting may determine relative to recommending fees for Parks and Recreation programs and activities.

Background Information:

Staff have been reviewing department fees utilizing our cost recovery program and following our Financial Sustainability Policy. We have become aware of fee changes that need to occur in order to bring us in line with the policy. We are recommending several changes at this time and additional recommendations will come in the future as we continue our review process.

Fee changes recommended by the Parks and Recreation Commission will be presented to the Board of Selectwomen for approval.

Back-up Documents:

Proposed Fee Changes Memo from Jennifer Fava, Director of Parks and Recreation, dated July 14, 2023

Staff Recommendation:

Staff recommends approval of fees as proposed.


Resolution Format:

The Parks and Recreation Commission recommends to the Board of Selectwomen approval of Parks and Recreation Department fees as proposed.



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

MEMO TO: Parks and Recreation Commission

MEMO FROM: Jennifer Fava, Director of Parks and Recreation 

DATE: July 14, 2023

RE: **Proposed Fee Changes**

The Department has been reviewing department fees utilizing our cost recovery program and following our Financial Sustainability Policy. We have become aware of fee changes that need to occur to bring us in line with the policy.

Additionally, based on inconsistencies we discovered during our program review, we are taking this opportunity to restructure the basketball and swim lesson programs and their pricing structure.

Youth Basketball

Level	Program Details	Last Fee Change	Cost Rec. Category	Current Fee	Proposed Fee
Ages 3-4 A parent/child program focused on basic skill development	8 weeks 1 time per week 45 mins. per class	2020	Skill Based Beg/Int (80-100%)	\$80 (\$10/class or \$13.33/hr)	\$100 (\$12.50/class or \$16.67/hr)
K & Grade 1 Beginner instructional program	8 weeks 1 time per week 1 hour per class	2020	Skill Based Beg/Int (80-100%)	\$80 (\$10/class or \$10/hr)	\$125 (\$15.63/class or \$15.63/hr)
Grades 2 – 8 Intermediate program with team play	10 weeks 1 practice and 1 game per week (2 hours per week)	2020	Skill Based Beg/Int (80-100%)	\$145 (\$14.50/wk or \$7.25/hr)	\$180 (\$18/wk or \$9/hr)
Grades 9-12 Competitive league play	10 weeks 1 game per week	2020	Competitive (100%+)	\$145 (\$14.50/wk or \$14.50/hr)	\$180 (\$18/wk or \$18/hr)

Swim Instruction

Level	Program Details	Last Fee Change	Cost Rec. Category	Current Fee	Proposed Fee
Summer					
Level 1 & 2 Beginner level swim lessons	2 weeks Mon-Fri 30 mins. per class	2017	Skill Based Beg/Int (80-100%)	\$40 (\$4/class or \$8/hr)	\$75 (\$7.50/class or \$15/hr)
Level 3-6 Intermediate level swim lessons	2 weeks Mon-Fri 40 mins. per class	2017	Skill Based Beg/Int (80-100%)	\$40 (\$4/class or \$6/hr)	\$100 (\$10/class or \$15/hr)
Winter					
Level 4-6 Intermediate level swim lessons	10 weeks 1 time per week 40 mins. per class	2017	Skill Based Beg/Int (80-100%)	\$40 (\$4/class or \$6/hr)	\$100 (\$10/class or \$15/hr)
Intro. To Competitive Swim Advanced swim program focused on swim team preparation	12 weeks 2 times per week 1 hour each class	2017	Skill Based Adv/Private (100%+)	\$130 (\$5.42/class or \$5.42/hr)	\$225 (\$9.38/class or \$9.38/hr)

Ice Skating

Description	Program Details	Last Fee Change	Cost Rec. Category	Current Fee	Proposed Fee
All Lessons Beginner and intermediate lessons	10 weeks 1 time per week 45/55 mins per class	2019	Skill Based Beg/Int (80-100%)	\$195 (\$19.50/class or \$21.29/hr)	\$205 (\$20.50/class or \$22.38/hr)

Pickleball

These lessons take place at Northeast Athletic Center in Norwalk. They have increased their court rental fees.

Description	Program Details	Last Fee Change	Cost Rec. Category	Current Fee	Proposed Fee
Winter Pickleball Lessons Beginner and intermediate lessons	5 weeks 2 times per week 1.5 hours per class	New in 2022	Skill Based Beg/Int (80-100%)	\$175 (\$17.50/class or \$11.67/hr)	\$200 (\$20/class or \$13.33/hr)