



WESTPORT

TOWN OF WESTPORT
REPRESENTATIVE TOWN MEETING
REPRESENTATIVE TOWN MEETING PACKET
SEPTEMBER 5, 2023
07:30 PM



REPRESENTATIVE TOWN MEETING AGENDA

SEPTEMBER 5, 2023
07:30 PM

Agenda

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 Tuesday September 5, 2023, at 7:30 PM for the purposes listed below. If necessary, the meeting shall reconvene on Tuesday, September 19, 2023, to deal with any agenda items not disposed of at the adjournment of the September 5, 2023, meeting.

Item #1 Withdrawn

To take such action as the meeting may determine, upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$630,000.00 to the Capital and Non-Recurring Account Fund Account for school-based security communication system.

Item #2

To take such action as the meeting may determine, upon the request of the Chief of Police, to approve an appropriation in the amount of \$432,063.00 for the addition of three (3) Westport Police Officers to serve as School Security Officers (SSO's).

Attachment: [2 Appropriation Request for SSOs Updated 8.16.2023.pdf](#)

Item #3

To take such action as the meeting may determine, upon the request of 2 RTM Members, to adopt a Westport Affordable Housing Fund (WAHF). (First reading. Full text available in the Town Clerk's Office.)

Attachment: [3 WAHF - First Reading.pdf](#)

Item #4

To take such action as the meeting may determine, upon the request of 2 RTM Members, to create a civilian public safety departments review board (First reading. Full text available in the Town Clerk's Office.)

Attachment: [4 PSDRB Ordinance - First Read Version .pdf](#)

Item #5

To take such action as the meeting may determine, upon the request of 2 RTM members, to review the Board of Selectwomen's April 26, 2023, action to raise railroad parking fees.

Attachment: [5 Railroad Parking.pdf](#)

Attachment: [5 RTM Transit Committee Meeting Report 7-17-23.pdf](#)

General Attachments

[- Resolutions.pdf](#)

**RTM Meeting
September 5, 2023**

RESOLUTIONS

(1)

RESOLVED: ~~That upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$630,000.00 to the Capital and Non-Recurring Account Fund Account for School based security communication systems is hereby appropriated.~~
WITHDRAWN

(2)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Chief of Police, the sum of \$432,063.00 from the Fund Balance of the General Fund into various police funds and benefits accounts, to hire three school security officers, is hereby appropriated.

(3)

RESOLVED: That upon the request of at least two (2) RTM Members, to adopt an Ordinance creating a Westport Affordable Housing Fund (WAHF) (First reading. Full text is as follows.)

The Westport Affordable Housing Fund (WAHF)

Section 1. Purpose of Fund

Section 2.

The purpose of the Fund shall be the preservation of existing and the creation of new affordable rental and home ownership housing in the Town, pursuant to the current Town and Regional Plans of Conservation & Development, and any Connecticut General Statute applicable now or in the future. The preservation and creation of Affordable Housing shall include but not be limited to programs designed to further housing rehabilitation and/or development opportunities and to provide for a full range of housing choices throughout the Town for households of all incomes, ages and sizes.

Section 1: Establishment of Affordable Housing Fund & Committee; members; terms; annual report.

The Board of Selectmen shall appoint an Affordable Housing Committee consisting of five members to serve terms of four years; provided, however, that the initial appointees shall have staggered terms so

that three members shall serve for two years and the remaining members shall serve for four years. No more than three members of the Committee shall be members of the same political party. A report shall be made to the RTM annually.

Section 2: Powers and duties.

A. The Affordable Housing Committee shall:

- (1) Study the need for affordable housing within the Town;
- (2) Make an inventory of sites within the Town which may be suitable for affordable housing;
- (3) Track the availability of such sites; and
- (4) Study sources of funding for affordable housing.

B. The Affordable Housing Committee may:

- (1) Consult such other Town bodies and hold such public hearings as it deems necessary to assist it in conducting its studies and making its recommendations;
- (2) Advise the First Selectman and Land Acquisition Committee of site acquisition opportunities; and
- (3) Make recommendations to the Board of Selectmen, Board of Finance, if required, and Representative Town Meeting, regarding the acquisition, creation, or preservation of affordable housing, including both Town and other funding sources.

Pursuant to C.G.S. § 7-148(c)(2)(K), the Town of Westport does hereby create a special fund to provide affordable housing for the Town of Westport. The Fund shall be known as the "Westport Affordable Housing Trust Fund," hereinafter the "fund." Such fund shall not lapse at the end of the municipal fiscal year.

Section 3. Section 3: Sources of funding; investments; limitations on use of fund.

- A. In addition to such sums as may be directly appropriated by the Town for deposit into said fund (if any), the Town is authorized to and shall deposit all other monies received by it for the purposes of affordable housing, from whatever source such monies are received (the "sources"). The sources may include, but are not limited to, Planning & Zoning fees, Building Department fees, inclusionary zoning fees, monetary gifts, grants, loans, and monies received from local, state and federal agencies.
- B. Said fund shall be in the custody of the Town of Westport. All or any part of the monies in said fund may be invested in any securities in which public funds may be lawfully invested. All income derived from such investment shall be placed into the fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal for use as hereinafter set forth.
- C. No sums contained in said fund, including interest and dividends earned, shall be transferred to any

other account within the Town budget. However, in the event that work is performed by departments of the Town of Westport pursuant to this chapter, the cost of said work may be reimbursed from the fund under § 7-3B. No expenditure shall be made from said fund except in accordance with the provisions of this chapter. No expenditure shall be made from the fund in excess of the available balance in the fund.

Section 4. Section 4: Expenditures from fund.

- A. The continuation of the fund shall be perpetual, notwithstanding that from time to time said fund may be unfunded.
- B. Expenditures shall be made from the fund only in accordance with the following procedures and requirements:
 - (1) Said expenditures shall be made exclusively for the costs associated with the investigation, appraisal, acquisition, constructing, rehabilitating, repairing, administration, fees and maintenance costs relating to parcels of land, both improved and unimproved, or development rights, easements, deed restrictions, options, interests or rights therein, the use of which shall be limited to retention or designation of parcels for their long-term use in providing affordable housing within the meaning of C.G.S. § 8-30g.
 - (2) Recommendations for any and all proposed expenditures from the fund shall be submitted to the Affordable Housing Committee (AHC) and the Board of Finance and the RTM for approval. Recommendations from AHC and Board of Finance and the RTM for expenditures from the fund shall be submitted, including the sum to be expended, to the Westport Board of Selectmen for the approval of the Board of Selectmen.
 - (3) The AHC will provide an annual report of the amount in the Housing Trust Fund and the expenditures to members of the Representative Town Meeting at their January meeting.

(4)

RESOLVED: That upon the request of at least two (2) RTM Members, to adopt an Ordinance creating a civilian public safety departments review board. (First reading. Full text is as follows.)

PROPOSED ORDINANCE

Section 5. CO-SPONSORS: Candace Banks, Noah Hammond, Stephen Shackelford, and
Claudia Shaum

Section 6. CODE OF ORDINANCES, TOWN OF WESTPORT, CONNECTICUT

Section 7. Chapter 2 - ADMINISTRATION

Section 8. ARTICLE IV. BOARDS AND COMMISSIONS

Section 9. Sec 2-91. – Civilian Public Safety Departments Review Board**(a) Established.**

(1) Pursuant to and in conformity with C.G.S. § 7-294aaa (pertaining to the Police Department), there is hereby created a Civilian Public Safety Departments Review Board (“Board”) for the purpose of working closely with the members of the Town’s Police, Fire and EMS Departments to diversify hiring, oversee the investigation of civilian complaints, and evaluate opportunities to improve transparency and accountability.

(2) **Mission:** The mission of the Board is to build on the foundation of public trust between the Police, Fire and EMS Departments and Westport residents by conducting the activities described herein.

(3) **Membership:** The Board shall consist of five (5) civilian members, all of whom shall be electors of the Town: two (2) members of the Board of Selectwomen (other than the First Selectwoman); one (1) member of TEAM Westport, to be appointed by the First Selectwoman; and two (2) other members of the Westport electorate to be appointed by the Representative Town Meeting.

- **First Selectwoman Appointments:** Each appointment of members from the Board of Selectwomen and TEAM Westport shall be ex officio. Each Board of Selectwomen appointee shall serve until the member no longer serves on the Board of Selectwomen. The TEAM Westport appointee shall serve until the swearing-in of the next elected First Selectwoman and may be reappointed for unlimited consecutive terms. If any Selectwoman member declines to serve, the First Selectwoman may appoint any member of the Westport electorate to serve instead, and such member shall serve until the swearing-in of the next Board of Selectwomen, at which time the First Selectwoman shall appoint a Selectwoman to the Board. If no eligible TEAM Westport member desires to serve, then the First Selectwoman may appoint any member of the Westport electorate to serve instead, and such member shall serve until the swearing-in of the next elected First Selectwoman, at which time the First Selectwoman shall appoint an eligible member of TEAM Westport to the Board.
- **RTM Appointments:** The terms of RTM-appointed members shall be four (4) years. The intent is that the RTM-appointed members shall be appointed on an alternating basis with the Board of Selectwomen members. If the RTM does not fill any appointment within ninety (90) days after notice from the First Selectwoman that the position needs to be filled, then the First Selectwoman may make the appointment(s), and the appointed member(s) shall serve for either two (2) years or four (4) years, as described in this paragraph.

Each member appointed under this paragraph may be reappointed for unlimited consecutive terms, whether such appointment is made by the RTM or the First Selectwoman as described in this paragraph.

- **Vacancies:** The First Selectwoman shall fill any vacancies in the Selectwoman members and the TEAM Westport member, whether caused by term limits or resignation of a Board member or otherwise. The RTM shall fill any vacancies in the RTM-appointed members, whether caused by term limits or resignation of a Board member or otherwise. Members appointed to fill vacancies shall serve for the remaining portion of the vacant term, and may be reappointed as provided above.
- **Term Limits:** There are no limits on the number of terms an RTM-appointed member may serve, generally. However, RTM-appointed members may serve no more than two (2) consecutive terms. Service of a partial term by reason of appointment to fill a vacancy shall not count towards this two-consecutive-term limit. By way of illustration, an RTM-appointed member could serve two consecutive terms, then step down for a full four-year term, and then serve another two consecutive terms.
- **Miscellaneous:** No more than a bare majority of the members of the Board may be members of the same political party. Each member, including ex officio members, shall have equal voting rights. The Board members shall elect a Chair of the Board annually, at the first meeting after December 1 of each year. No member of the Board shall be an employee, or a family member of an employee, of the Police, Fire or Emergency Medical Services (EMS) Departments, and the First Selectwoman shall not be a member of the Board. The terms "Selectwoman" and "Selectwomen" include elected Selectpersons of any gender.

(b) *Powers and duties.* The Board shall have the following powers and duties:

- (1) **Hiring Oversight:** The Board will participate in the interview process of both new hires and lateral transfer applicants of the Police, Fire and EMS Departments. While the final decision on hiring will remain with the Chiefs of the departments and the First Selectwoman as provided by the Town Charter, the Board will offer measurable feedback on the selection of candidates through a direct line of communication with both the Chiefs and command staff, which may include offering scored feedback during the interview process.
- (2) **Complaint Review:** The Board will review and provide feedback on (i) all documented complaints regarding Police and EMS Department personnel (both paid and volunteer) that are investigated by the Police Department's Office of Professional Standards, and (ii) all documented complaints regarding Fire Department personnel (both paid and volunteer) that are received by the Fire Department. Review of such

complaints will be conducted regardless of whether the complaint was received by the applicable department, or received by the Board, and including anonymous complaints. A documented complaint is one that is either written on a complaint form, or one in which the applicant verbally responds in the affirmative that he/she requests his/her complaint be considered a formal complaint for further investigation.

- Upon the receipt by the Board of any documented complaint regarding Police, Fire or EMS personnel, the Board will promptly forward that complaint to the appropriate department for the department's review according to its standard procedures. Upon the receipt (i) by the Police and EMS Departments of any documented complaint regarding its personnel that is investigated by the Police Department's Office of Professional Standards, or (ii) by the Fire Department of any documented complaint regarding its personnel, then the applicable department will promptly forward the complaint to the Board. Thereafter, the Captain of Professional Standards of the Police Department, or the Deputy Fire Chief of the Fire Department, as the case may be, will provide regular updates on investigations and the conclusions and result of the investigation.
- The Board shall have the right, during and at the conclusion of the departmental investigation, to examine records, call for further investigation by the relevant department, evaluate the departmental investigation, and make recommendations to the relevant department.
- The Chief of the relevant department shall report to the Board within two (2) weeks regarding whether the Board's recommendations are being followed, including an explanation of the Chief's decision. The inclusion of the Board maintains the integrity of the current process by insuring thorough investigation and proper attention to every received complaint. The Chiefs of the departments shall retain responsibility for the ultimate decisions related to the severity of any imposed discipline.

(3) **Transparency & Accountability Improvements:** The Board may advise the departments on policies and procedures that improve transparency and accountability.

(4) **Public Meetings:** The Board is a public agency under the Connecticut Freedom of Information Act and will conduct public meetings. In compliance with FOIA, the Board may discuss the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee in executive session. If such public officer or employee requests that the discussion be held in an open meeting, the Board shall not meet in an executive session. The Board shall hold special meetings as needed. All meetings will be appropriately noticed.

(5) **Training:** The Police, Fire and EMS Departments shall provide training to the members of the Board as needed, in order for the Board to fully understand current policies, procedures, general orders, internal affairs, and legal issues.

(6) **Reporting:** Each department shall provide an annual report to the First Selectwoman and the Board of all disciplinary complaints received and the status and resolution of those complaints. The departments shall ensure that information protected from disclosure under the Connecticut Freedom of Information Act is not available to the public.

(c) *Recusals and Quorum.*

(1) **Required recusals:** Any member of the Board shall recuse him- or herself from (1) any hiring oversight when a candidate for the position is a member of that person's family or a business partner of that person, and (2) any complaint review where the complainant, or any subject of the complaint, is a member of that person's family or a business partner of that person.

(2) **Discretionary recusals:** Where a candidate for a position, complainant, or subject of a complaint is a personal friend of a member or has some other personal or professional relationship with the member other than those described above, the member shall disclose that relationship to the Board before engaging in hiring oversight or complaint review involving that person. In such circumstances, the member may choose to recuse him- or herself from the relevant Board activity, or the Board may require such recusal if at least three of the remaining members vote in favor of requiring recusal.

(3) **Quorum:** The participation of at least three (3) members of the Board in a particular Board activity shall constitute a quorum of the Board. If the Board is unable to achieve a quorum for a particular activity because of recusals, the First Selectwoman shall appoint additional, temporary members to the Board solely for the purpose of the activity in question.

(5)

RESOLVED: That the RTM, acting in accordance with Section C4-6 of the Town Charter, increases the daily railroad parking fee from the current \$5.00 per day plus applicable tax to \$7.00 per day plus applicable tax, effective as of October 1, 2023.

RESOLVED: That the RTM, acting in accordance with Section C4-6 of the Town Charter, increases the fee for an annual railroad parking permit for one car from the current \$325.00 per year plus applicable tax to \$425.00 per year plus applicable tax, and increase in the fee for an annual railroad parking permit for two cars from the current \$450.00 per year plus applicable tax to \$550.00 per year plus applicable tax, effective as of January 1, 2024.



Memorandum

To: Honorable Jen Tooker, First Selectwoman
CC: Foti Koskinas, Chief of Police
From: Deputy Chief Ryan Paulsson
Date: 08/16/2023
Re: **Appropriation for the Addition of Three (3) Westport Police Officers to serve as School Security Officers (SSO's) – *Updated with Benefit calculations from Finance Department.***

Objective:

The primary objective of this proposal is to allocate the necessary resources to enhance safety around our public schools. By adding three police officers serving as School Security Officers (SSOs) to our existing infrastructure, we aim to create a safer environment through dedicated traffic enforcement and security initiatives for students, parents, faculty, and staff.

Background:

In 2014, the Westport School District performed a security assessment of the eight (8) schools in the district. The resulting report ("Kroll Report") listed a number of security recommendations for the town to address. It spoke to the many reasons why the Westport Police Department is a critical partner in providing a safe environment for the School District and made the following "High Priority" recommendations to the overall security plan.

- Police should perform periodic/mandated patrols outside the schools as a visible deterrent.
- The police department should consider swing shifts to ensure that officers are available for directed patrol during arrival and departure times.
- The School District should consider creating a Security Resource Officer Program in conjunction with the police department.
- Meetings between the police department and groups within the School District should continue and additional programs and meetings should be considered that involve the department.

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- The school district should formalize the Police Department's role in the workplace violence/ threat management programs in both the District as a whole, and in individual schools.

Kroll observed that "many faculty members, staff and parents approve of more police visibility on the school campuses."

In 2016, the Police Department committed to repurposing the DARE officer and making an SRO position for the High School. This was done at no additional cost to the town. A proposal was made to add 2 additional SROs. That appropriation was voted down by the RTM in favor of evaluating the Police Department's appointment of a single SRO at the high school before additional officers were added.

At the start of the 2018 school year, Coleytown Middle School was closed. The student body was moved to the Bedford Middle / Staples High School campus, with 6th and 7th graders combining with Bedford, and 8th graders attending Staples. An assessment of the new model showed a significant increase in traffic and more use of the exterior of the building for outdoor activities. As the issues at Coleytown Middle School developed into a long-term problem, the addition of portable classrooms were installed at Bedford Middle. This meant more students routinely moving in and out of the main building. The issues with traffic and security were addressed with the permanent assignment of a police officer to serve as a School Security Officer (SSO). The officer assigned came from existing staffing numbers and any costs related to that officer were shared by the Police Department and the School District. To better serve the school, we assigned one (1) officer to the position as opposed to rotating many different officers through. This gave the Bedford Principal and his staff as single point of contact for any issues that arose through that time. This position remained filled until schools closed for the pandemic.

The benefits of having an SSO were quickly realized during that time, and once schools returned from COVID, a permanent SSO position was proposed and subsequently approved by the BOE. The police department was able to allocate this position through a re-alignment of staffing and within it's budget. This was the second position that the police department dedicated to the public schools at little to no additional cost to the town.

This new SSO position served the seven (7) other schools in the district. It provided for a security presence, traffic enforcement, traffic assistance and direction during pick up and drop off times (rotating through all seven schools) and was the primary responder for all calls for service at those schools. The SSO became a single point of contact for school administrators and was highly regarded by principals, staff, students, and parents.

Proposed Model:

Due to the geographical nature of the schools in the district, we feel that with three (3) additional SSOs, we would be able to provide an increased and efficient level of service for all 8 schools in the district. Each SSO would be assigned a pair of schools and would be dedicated to those schools

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regardless of calls for service in town. A sergeant would be needed to supervise the detail, and they would also have SSO duties at one school.

The proposed campus model would be as follows:

- Staples High School – One (1) SRO, currently at the rank of Corporal
- Bedford Middle School / Staples High School Campus – One (1) SSO at the rank of Sergeant
- Kings Highway Elementary / Saugatuck Elementary – One (1) SSO at the rank of Patrolman
- Greens Farms Elementary / Long Lots Elementary – One (1) SSO at the rank of Patrolman
- Coleytown Middle School / Coleytown Elementary – One (1) SSO at the rank of Patrolman

Roles and Responsibilities:

- Create a physical presence at assigned schools and school related events.
 - Student arrival/dismissals
 - Traffic Enforcement in school areas
 - Assist with traffic related issues at pick up and drop off.
 - Intermittent monitoring of recess and outdoor activities.
 - Periodic location checks (unsecured building doors, parking lots, fields, out buildings, etc.)
 - Deterrence of unauthorized individuals from entering school premises, and the prevention of potential threats and/ or criminal activities.
- Serve as an informational resource to staff/students/parents on safety information and interpretation of law.
- Serve as an active member on safety committees and threat assessment teams at assigned schools.
- Aid in enhancing physical security and security procedures at assigned schools.
- Periodically assess, identify, and report vulnerabilities at assigned schools.
- Familiarized with building floor plans and emergency contact information for assigned schools and ensure it remains updated.
- Conduct periodic safety meetings with staff, students, and PTAs of assigned schools.
- Conduct investigations as needed at assigned schools.
- Provide first response to all calls for service and/or safety hazards at assigned schools.
- Remain mindful of incidents occurring in proximity to assigned schools, evaluate potential secondary hazards and respond accordingly.
- Foster positive relationships between law enforcement and staff, students, and parents.

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Budget Breakdown:

This model would require the additional staffing of 1 Sergeant and 2 Patrol Officers. The total appropriation request is an annual re-occurring cost. The following costs are broken down as follows:

New Hire SSO Officers	1,950 Hours	Full Year 23-24	Partial Year Eff. 10-1-23 9 months
Salaries:	Sergeant / Supervisor	115,240	86,430
	Two SSO's Patrolman	277,660	208,245
Overtime:		15,000	11,250
Holiday Pay 14 days	Sergeant / Supervisor	7,035	5,276
	Two SSO's Patrolman	10,126	7,594
Personal Days: 3 Days	Sergeant / Supervisor	1,417	1,063
	Two SSO's Patrolman	3,414	2,560
Training Days Paid 8 days	Sergeant / Supervisor	3,778	2,834
	Two SSO's Patrolman	9,104	6,828
Master Officer		15,000	11,250
Weapons Allowance		4,320	3,240
Uniform Allowance		2,775	2,081
Education Allowance	Assumes 4 Year Degree	3,000	2,250
Training Cost		2,250	1,688
Gross Pay		470,118	352,589
Pension Defined Contribution 4%		15,716	11,787
Defined Contribution Plan 3%		11,787	8,840
OPEB		-	-
Health	Assumes Single+1 for 3 Employees (ER Share 84.5%)	67,081	50,311
Life Insurance	\$.27 per \$1,000	486	365
Workers Compensation	\$1.00 per \$100	4,079	3,059
Medicare		6,817	5,113
Fringe Costs		105,966	79,474
Total Compensation		576,084	432,063

Appropriation Request for 3 SSO's

432,063

The proposed appropriation would be allocated to the Police Department (Town) budget and not to the public-school district's budget. This request is being brought forward to the town's funding bodies with the full support of First Selectwoman Tooker.

The Westport Affordable Housing Fund (WAHF)

Purpose of Fund

The purpose of the Fund shall be the preservation of existing and the creation of new affordable rental and home ownership housing in the Town, pursuant to the current Town and Regional Plans of Conservation & Development, and any Connecticut General Statute applicable now or in the future. The preservation and creation of Affordable Housing shall include but not be limited to programs designed to further housing rehabilitation and/or development opportunities and to provide for a full range of housing choices throughout the Town for households of all incomes, ages and sizes.

Section 1: Establishment of Affordable Housing Fund & Committee; members; terms; annual report.

The Board of Selectmen shall appoint an Affordable Housing Committee consisting of five members to serve terms of four years; provided, however, that the initial appointees shall have staggered terms so that three members shall serve for two years and the remaining members shall serve for four years. No more than three members of the Committee shall be members of the same political party. A report shall be made to the RTM annually.

Section 2: Powers and duties.

A. The Affordable Housing Committee shall:

- (1) Study the need for affordable housing within the Town;
- (2) Make an inventory of sites within the Town which may be suitable for affordable housing;
- (3) Track the availability of such sites; and
- (4) Study sources of funding for affordable housing.

B. The Affordable Housing Committee may:

- (1) Consult such other Town bodies and hold such public hearings as it deems necessary to assist it in conducting its studies and making its recommendations;
- (2) Advise the First Selectman and Land Acquisition Committee of site acquisition opportunities; and
- (3) Make recommendations to the Board of Selectmen, Board of Finance, if required, and Representative Town Meeting, regarding the acquisition, creation, or preservation of affordable housing, including both Town and other funding sources.

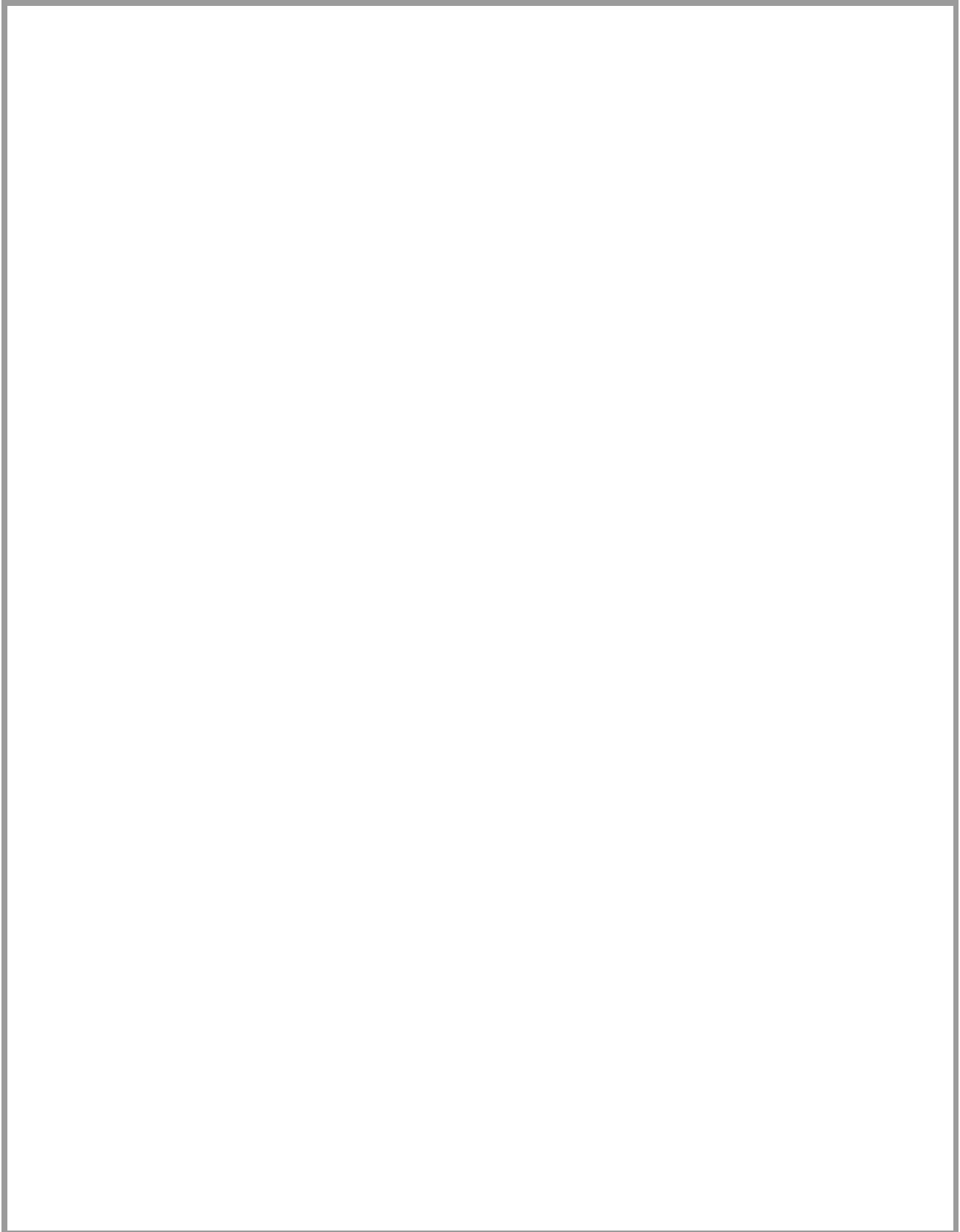
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Section 3: Sources of funding; investments; limitations on use of fund.

- A. In addition to such sums as may be directly appropriated by the Town for deposit into said fund (if any), the Town is authorized to and shall deposit all other monies received by it for the purposes of affordable housing, from whatever source such monies are received (the "sources"). The sources may include, but are not limited to, Planning & Zoning fees, Building Department fees, inclusionary zoning fees, monetary gifts, grants, loans, and monies received from local, state and federal agencies.
- B. Said fund shall be in the custody of the Town of Westport. All or any part of the monies in said fund may be invested in any securities in which public funds may be lawfully invested. All income derived from such investment shall be placed into the fund and become a part thereof. The monies so invested shall at all times be subject to withdrawal for use as hereinafter set forth.
- C. No sums contained in said fund, including interest and dividends earned, shall be transferred to any other account within the Town budget. However, in the event that work is performed by departments of the Town of Westport pursuant to this chapter, the cost of said work may be reimbursed from the fund under § 7-3B. No expenditure shall be made from said fund except in accordance with the provisions of this chapter. No expenditure shall be made from the fund in excess of the available balance in the fund.

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- A. The continuation of the fund shall be perpetual, notwithstanding that from time to time said fund may be unfunded.
- B. Expenditures shall be made from the fund only in accordance with the following procedures and requirements:
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 - (2) Recommendations for any and all proposed expenditures from the fund shall be submitted to the Affordable Housing Committee (AHC) and the Board of Finance and the RTM for approval. Recommendations from AHC and Board of Finance and the RTM for expenditures from the fund shall be submitted, including the sum to be expended, to the Westport Board of Selectmen for the approval of the Board of Selectmen.
 - (3) The AHC will provide an annual report of the amount in the Housing Trust Fund and the expenditures to members of the Representative Town Meeting at their January meeting.



PROPOSED ORDINANCE

[#date]

CO-SPONSORS: Candace Banks, Noah Hammond, Stephen Shackelford, and Claudia Shaum

CODE OF ORDINANCES, TOWN OF WESTPORT, CONNECTICUT

Chapter 2 - ADMINISTRATION

ARTICLE IV. BOARDS AND COMMISSIONS

Sec 2-91. – Civilian Public Safety Departments Review Board

(a) *Established.*

(1) Pursuant to and in conformity with C.G.S. § 7-294aaa (pertaining to the Police Department), there is hereby created a Civilian Public Safety Departments Review Board (“Board”) for the purpose of working closely with the members of the Town’s Police, Fire and EMS Departments to diversify hiring, oversee the investigation of civilian complaints, and evaluate opportunities to improve transparency and accountability.

(2) **Mission:** The mission of the Board is to build on the foundation of public trust between the Police, Fire and EMS Departments and Westport residents by conducting the activities described herein.

(3) **Membership:** The Board shall consist of five (5) civilian members, all of whom shall be electors of the Town: two (2) members of the Board of Selectwomen (other than the First Selectwoman); one (1) member of TEAM Westport, to be appointed by the First Selectwoman; and two (2) other members of the Westport electorate to be appointed by the Representative Town Meeting.

- i. **First Selectwoman Appointments:** Each appointment of members from the Board of Selectwomen and TEAM Westport shall be ex officio. Each Board of Selectwomen appointee shall serve until the member no longer serves on the Board of Selectwomen. The TEAM Westport appointee shall serve until the swearing-in of the next elected First Selectwoman and may be reappointed for unlimited consecutive terms. If any Selectwoman member declines to serve, the First Selectwoman may appoint any member of the Westport electorate to serve instead, and such member shall serve until the swearing-in of the next Board of Selectwomen, at which time the First Selectwoman shall appoint a Selectwoman to the Board. If no eligible TEAM Westport member desires to serve, then the First Selectwoman may appoint any member of the Westport electorate to serve instead, and such member shall serve until the swearing-in of the next elected First Selectwoman, at which time the First Selectwoman shall appoint an eligible member of TEAM Westport to the Board.

- ii. **RTM Appointments:** The terms of RTM-appointed members shall be four (4) years. The intent is that the RTM-appointed members shall be appointed on an alternating basis with the Board of Selectwomen members. If the RTM does not fill any appointment within ninety (90) days after notice from the First Selectwoman that the position needs to be filled, then the First Selectwoman may make the appointment(s), and the appointed member(s) shall serve for either two (2) years or four (4) years, as described in this paragraph. Each member appointed under this paragraph may be reappointed for unlimited consecutive terms, whether such appointment is made by the RTM or the First Selectwoman as described in this paragraph.
- iii. **Vacancies:** The First Selectwoman shall fill any vacancies in the Selectwoman members and the TEAM Westport member, whether caused by term limits or resignation of a Board member or otherwise. The RTM shall fill any vacancies in the RTM-appointed members, whether caused by term limits or resignation of a Board member or otherwise. Members appointed to fill vacancies shall serve for the remaining portion of the vacant term, and may be reappointed as provided above.
- iv. **Term Limits:** There are no limits on the number of terms an RTM-appointed member may serve, generally. However, RTM-appointed members may serve no more than two (2) consecutive terms. Service of a partial term by reason of appointment to fill a vacancy shall not count towards this two-consecutive-term limit. By way of illustration, an RTM-appointed member could serve two consecutive terms, then step down for a full four-year term, and then serve another two consecutive terms.
- v. **Miscellaneous:** No more than a bare majority of the members of the Board may be members of the same political party. Each member, including ex officio members, shall have equal voting rights. The Board members shall elect a Chair of the Board annually, at the first meeting after December 1 of each year. No member of the Board shall be an employee, or a family member of an employee, of the Police, Fire or Emergency Medical Services (EMS) Departments, and the First Selectwoman shall not be a member of the Board. The terms "Selectwoman" and "Selectwomen" include elected Selectpersons of any gender.

(b) *Powers and duties.* The Board shall have the following powers and duties:

- (1) **Hiring Oversight:** The Board will participate in the interview process of both new hires and lateral transfer applicants of the Police, Fire and EMS Departments. While the final decision on hiring will remain with the Chiefs of the departments and the First Selectwoman as provided by the Town Charter, the Board will offer measurable feedback on the selection of candidates through a direct line of communication with both the Chiefs and command staff, which may include offering scored feedback during the interview process.

(2) **Complaint Review:** The Board will review and provide feedback on (i) all documented complaints regarding Police and EMS Department personnel (both paid and volunteer) that are investigated by the Police Department's Office of Professional Standards, and (ii) all documented complaints regarding Fire Department personnel (both paid and volunteer) that are received by the Fire Department. Review of such complaints will be conducted regardless of whether the complaint was received by the applicable department, or received by the Board, and including anonymous complaints. A documented complaint is one that is either written on a complaint form, or one in which the applicant verbally responds in the affirmative that he/she requests his/her complaint be considered a formal complaint for further investigation.

- i. Upon the receipt by the Board of any documented complaint regarding Police, Fire or EMS personnel, the Board will promptly forward that complaint to the appropriate department for the department's review according to its standard procedures. Upon the receipt (i) by the Police and EMS Departments of any documented complaint regarding its personnel that is investigated by the Police Department's Office of Professional Standards, or (ii) by the Fire Department of any documented complaint regarding its personnel, then the applicable department will promptly forward the complaint to the Board. Thereafter, the Captain of Professional Standards of the Police Department, or the Deputy Fire Chief of the Fire Department, as the case may be, will provide regular updates on investigations and the conclusions and result of the investigation.
- ii. The Board shall have the right, during and at the conclusion of the departmental investigation, to examine records, call for further investigation by the relevant department, evaluate the departmental investigation, and make recommendations to the relevant department.
- iii. The Chief of the relevant department shall report to the Board within two (2) weeks regarding whether the Board's recommendations are being followed, including an explanation of the Chief's decision. The inclusion of the Board maintains the integrity of the current process by insuring thorough investigation and proper attention to every received complaint. The Chiefs of the departments shall retain responsibility for the ultimate decisions related to the severity of any imposed discipline.

(3) **Transparency & Accountability Improvements:** The Board may advise the departments on policies and procedures that improve transparency and accountability.

(4) **Public Meetings:** The Board is a public agency under the Connecticut Freedom of Information Act and will conduct public meetings. In compliance with FOIA, the Board may discuss the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee in executive session. If such public officer or employee requests that the discussion be held in an open meeting, the Board shall not meet in an executive session. The Board shall hold special meetings as needed. All meetings will be appropriately noticed.

(5) **Training:** The Police, Fire and EMS Departments shall provide training to the members of the Board as needed, in order for the Board to fully understand current policies, procedures, general orders, internal affairs, and legal issues.

(6) **Reporting:** Each department shall provide an annual report to the First Selectwoman and the Board of all disciplinary complaints received and the status and resolution of those complaints. The departments shall ensure that information protected from disclosure under the Connecticut Freedom of Information Act is not available to the public.

(c) *Recusals and Quorum.*

(1) **Required recusals:** Any member of the Board shall recuse him- or herself from (1) any hiring oversight when a candidate for the position is a member of that person's family or a business partner of that person, and (2) any complaint review where the complainant, or any subject of the complaint, is a member of that person's family or a business partner of that person.

(2) **Discretionary recusals:** Where a candidate for a position, complainant, or subject of a complaint is a personal friend of a member, or has some other personal or professional relationship with the member other than those described above, the member shall disclose that relationship to the Board before engaging in hiring oversight or complaint review involving that person. In such circumstances, the member may choose to recuse him- or herself from the relevant Board activity, or the Board may require such recusal if at least three of the remaining members vote in favor of requiring recusal.

(3) **Quorum:** The participation of at least three (3) members of the Board in a particular Board activity shall constitute a quorum of the Board. If the Board is unable to achieve a quorum for a particular activity because of recusals, the First Selectwoman shall appoint additional, temporary members to the Board solely for the purpose of the activity in question.

Resolutions Increasing Railroad Parking Fees

RESOLVED, that the RTM, acting in accordance with Section C4-6 of the Town Charter, increases the daily railroad parking fee from the current \$5.00 per day plus applicable tax to \$7.00 per day plus applicable tax, effective as of October 1, 2023.

RESOLVED, that the RTM, acting in accordance with Section C4-6 of the Town Charter, increases the fee for an annual railroad parking permit for one car from the current \$325.00 per year plus applicable tax to \$425.00 per year plus applicable tax, and increase in the fee for an annual railroad parking permit for two cars from the current \$450.00 per year plus applicable tax to \$550.00 per year plus applicable tax, effective as of January 1, 2024.

The RTM May Modify Railroad Parking Fees.

Goal

At its April 26, 2023 meeting the BOS raised the railroad parking fees for the first time since April, 2011 with the exception of the multi-space permit fee which was added in March, 2015. At its meeting the BOS approved raising the daily parking fee from \$5.00 plus tax to \$6.00 plus tax, raising the annual permit fee from \$325.00 plus tax to \$400.00 plus tax, and raising the multi-space annual permit fee from \$450.00 plus tax to \$500.00 plus tax.

The goal is to raise the railroad parking fees for daily parking to \$7.00 plus tax (\$1.00 more than the \$6.00 plus tax approved by the BOS), effective as of October 1, 2023, and to raise the annual permit fees to \$425 plus tax (\$25 more than the \$400 plus tax approved by the BOS), and the multi-space yearly fee to \$550.00 plus tax (\$50 more than the \$500 plus tax approved by the BOS), both effective as of January 1, 2024.

The RTM Has the Authority to Review and Raise the Fees

Section C4-6 of the Town Charter (Exhibit 1A) gives the BOS the right to adopt regulations governing the use of all Town owned property other than properties under the exclusive jurisdiction of the BOE. Section C4-6 also gives the RTM the right to "modify" the regulation if two RTM members request to have the regulation placed on the RTM agenda for review. On May 3, 2023 two RTM members, Ross Burkhardt and Harris Falk, requested the railroad parking fees be placed on the RTM agenda for review by the RTM.

Eileen Flug, the Assistant Town Attorney, issued an opinion on July 12, 2023 agreeing that the RTM may raise the railroad parking fees. (Exhibit 1B) Her opinion states that "changes in the railroad parking fees constitute amendments to the [railroad parking] regulations, which are also governed by that section [Section C4-6]" and therefore the "fee changes are appealable to the RTM, which may reject, modify, or affirm the fees."

A copy of the Regulations Governing Vehicle Parking Areas Serving the Westport (Saugatuck) and Greens Farms Railroad Stations, adopted pursuant to Chapter 3, Section 6 of the Town Charter of 1972, the predecessor section number for Section C4-6 of the current Charter is in Exhibit 2. Information on the Town's ownership of the railroad parking lots can be found in Exhibits 3A through 6.

Why is This Coming to the RTM Now?

The RTM can only review, reject, modify, or affirm railroad parking fees when the fees are adopted by the BOS. This is the first time in over 12 years that new daily parking and annual permit railroad parking fees have been adopted by the BOS and the first time in over eight years since the multi-space permit fee was adopted by the BOS. Given the long period of time since the RTM last had an opportunity to review the fees it is highly uncertain when the RTM will again have another opportunity to review and potentially modify the railroad parking fees. Not reviewing the fees now would be a failure of the RTM's oversight responsibility in this regard.

The Proposed Fee Increase Is Reasonable

The increase in fees adopted by the BOS on April 26, 2023 does not even increase the parking fees in line with inflation since the last increase in April 2011 for the daily and annual permit fees and since March 2015 for the multi-space fee. According to the Bureau of Labor Statistics Inflation Calculator at https://www.bls.gov/data/inflation_calculator.htm, to keep up with inflation through July 31, 2023 (the last date through which data is available)

- the \$5.00 daily parking fee from April 2011 should be increased to \$6.80 by July 2023 (\$.80 more than the increase approved by the BOS),
- the \$325 annual permit fee from April 2011 should be increased to \$441.74 through July 2023 (\$41.74 more than the increase approved by the BOS), and
- the \$450 multi-space fee from March 2015 should be increased to \$582.29 through July 2023 (\$82.29 more than the increase approved by the BOS)

Figures are not available for periods after July but the additional inflation from July 31, 2023 to October 1, 2023 for the daily fees and to January 1, 2024 for the annual and multi-space permits will further increase the amounts by which the fees should be raised to keep up with inflation.

Even with the proposed increases to \$425 for an annual permit and \$550 for a multi-space permit, those fees are still \$16.74 and \$32.29 less, respectively, than what is required to make up for inflation through July 31, 2023.

As of July 10, 2023, Westport's daily railroad parking fees approved by the BOS are still less than all but two stations between Fairfield Center and Greenwich on the New Haven main line and in many cases considerably less. See the Comparison of Metro North Train Station Parking Fees (Exhibit 9). Only the Darien and Noroton Heights stations on the main line charge less for daily parking. Even after the proposed raise to \$7.00, only the Darien and Noroton Heights stations will charge less.

Westport's annual permit fee approved by the BOS is also less and, in many cases, considerably less, than all the stations on the main line through Fairfield Center and all stations on the New Canaan branch line except Fairfield Center, Southport, and Rowayton. Even after the proposed raise to \$425 only those same three stations plus Darien and Noroton Heights will have lower annual permit fees.

Further, the 2016 Westport Rail Stations Parking Study Recommendations Report recommends "increase[ing] annual & daily parking fees closer to market rates over time". (<https://westcog.org/wp-content/uploads/2017/01/Westport-RSPS-Recommendations-Report-for-Web.pdf> at Page 12).

Even with the proposed increases, the charges for railroad parking are well below market rates. In the recent past there were two private parking lots at the Westport train station; the Saugatuck Grain & Supply lot on Franklin Street currently used for boat storage, and Morton's Parking Garage formerly located at 610 Riverside Ave. The Saugatuck Grain lot charged \$13 per day for parking in 2008 increasing over the years to \$20 per day for parking in 2019 through 2021 when it began to be used

Will the Increased Fees be Used for Westport Transit District Services?

The proposed increase in the railroad parking fees should be approved on its own merits, without regard to any needs the Westport transit District may have. The Westport Transit District has no plans to use the revenue from the increased fees for Westport Transit District purposes. Should the Westport Transit District request additional funding, it will follow normal procedures and make a supplemental funding request to the Board of Finance. The Board of Finance may approve or deny the request and, if approved, may use the railroad parking accounts or the Town's general funds to fulfil the request.

Exhibits for RTM Transit Committee Meeting on Railroad Parking Fees

- Exhibit 1A. Section C4-6 of the Town Charter.
- Exhibit 1B. July 11, 2023 opinion from Eileen Flug, Assistant Town Attorney
- Exhibit 2. Regulations Governing Vehicle Parking Areas Serving the Westport (Saugatuck) and Greens Farms Railroad Stations
- Exhibit 3. Appendix B of SWRPA's June, 2014 Westport Rail Stations Parking Study Existing Conditions Report
- Exhibit 4. Map showing ownership of the various railroad parking lots at the Westport train station from SWRPA's June, 2014 Westport Rail Stations Parking Study Existing Conditions Report
- Exhibit 5. Map showing ownership of the various railroad parking lots at the Greens Farms train station from SWRPA's June, 2014 Westport Rail Stations Parking Study Existing Conditions Report
- Exhibit 6. Property cards from the Town Assessor's office for (A) the Town owned Lot 1 at the Greens Farms Station, (B) the Town owned portion of Lot 1 at the Westport station, and (C) the Town owned portion of Lot 4 at the Westport station.
- Exhibit 7. (A) Lease Agreement and (B) Lease Renewal Agreement between the Town and the State for the railroad parking lots
- Exhibit 8. Intentionally Left Blank
- Exhibit 9. Comparison of Metro North Train Station Parking Fees
- Exhibit 10. Saugatuck Grain Parking Fees
- Exhibit 11. Railroad Parking Fee Report; July 10, 2023 email from Joyce Cruz, Parking Operations Manager
- Exhibit 12. Intentionally Left Blank
- Exhibit 13. Railroad Parking Lease Permits Railroad Parking Fees to Be Used for Transit
- Exhibit 14. Railroad Parking Funds Flowchart
- Exhibit 15. August 2014 email exchange between Sue Prosi of SWRPA and Craig Bordiere of the Connecticut Department of Transportation
- Exhibit 16. January 7, 2015 email form Gail Kelly, Assistant Town Attorney, to Peter Gold
- Exhibit 17. New York Times articles on parking

Exhibit 1A**Section C4-6 of the Westport Town Charter**

§ C4-6. - Regulation of Public Facilities.

The Board of Selectmen shall have the power to adopt regulations governing the use of all beaches, harbors, boat basins, parks, buildings, equipment and other properties of the Town other than those under the exclusive jurisdiction of the Board of Education, as provided by the General Statutes. Regulations concerning the use of recreation facilities shall be approved by the Parks and Recreation Commission before their adoption by the Board of Selectmen. Before adopting any regulation under this section, the Board of Selectmen shall hold a hearing thereon, notice of which shall be given by publishing the proposed regulation and the time and place of such hearing in a newspaper published in the Town of Westport or, if none is so published, in a newspaper having a substantial circulation in the Town, at least 5 days before the time fixed for the hearing. A true copy of the proposed regulation shall be filed in the Town Clerk's office. In determining the 5 days, neither the day of the publication nor the day of the hearing shall be counted. Any regulation adopted pursuant to this section shall become effective 15 days after publication thereof as adopted in a newspaper having a substantial circulation in the Town unless, within 7 days after such publication, 2 members of the Representative Town Meeting or 20 electors shall, under the provisions of § C5-6C of Chapter 5 of this Charter, place such regulation on the Representative Town Meeting agenda for review. If the Representative Town Meeting shall reject the regulation, it shall be void. If the Representative Town Meeting shall modify the regulation, it shall become effective 15 days after publication as modified. If the Representative Town Meeting shall neither reject nor modify the regulation, it shall be effective as of the date of the Representative Town Meeting. Any person violating any such regulation shall be fined not more than \$100 or be imprisoned for not more than 30 days, or both.

Exhibit 1B

Opinion of Eileen Flug, Assistant Town Attorney

From: Flug, Eileen <eflug@westportct.gov>
Sent: Wednesday, July 12, 2023 2:48 PM
To: Wieser, Jeffrey <jwieser@westportct.gov>
Cc: Dunkerton, Jeffrey <jdunkerton@westportct.gov>; Falk, Harris <hfalk@westportct.gov>; Burkhardt, Ross <rburkhardt@westportct.gov>; Schneeman, Kristin <kschneeman@westportct.gov>; Gold, Peter <pgold@westportct.gov>; Ira Bloom <ibloom@berchemmoses.com>; Tooker, Jennifer <jtooker@westportct.gov>; Koskinas, Fotios <fkoskinas@westportct.gov>; Farrell, David <dfarrell@westportct.gov>
Subject: Railroad Parking Fees - Review by RTM

Jeff:

Upon review of the materials presented to the Transit Committee, our opinion regarding the RTM’s ability to review the railroad parking fees has changed. It is our opinion that the attached Regulations Governing Vehicle Parking in Parking Areas Serving the Westport (Saugatuck) and Greens Farms Railroad Stations (the “Railroad Parking Regulations”) are governed by Section C4-6 of the Town Charter, and that changes in the railroad parking fees constitute amendments to the regulations, which are also governed by that section.

Historically, railroad parking fees have not been treated as regulations of Town properties under Section C4-6, and it is our understanding that this is the first time railroad parking fees have been appealed to the RTM for review. Nonetheless, as an amendment to the Railroad Parking Regulations, fee changes are appealable to the RTM, which may reject, modify, or affirm the fees.

Therefore, it is appropriate for the RTM to add to its agenda the review of the railroad parking fees adopted by the Board of Selectwomen on April 26, as requested by Harris Falk and Ross Burkhardt.

Please let me know if you have any questions.

Eileen

Eileen Lavigne Flug
Assistant Town Attorney
Town of Westport
110 Myrtle Avenue
Westport CT, 06880
203-341-1043

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Exhibit 2

REGULATIONS GOVERNING VEHICLE PARKING IN PARKING AREAS SERVING THE WESTPORT (SAUGATUCK) AND GREENS FARMS RAILROAD STATIONS

These regulations were established by the Board of Selectmen and the Traffic Authority of the Town of Westport at a public hearing held on Monday, July 17, 1972 at 8:00 P.M. in the Town courtroom pursuant to Chapter 3, Section 6 of the Charter of the Town of Westport, and amended on February 24, 1987; January 16, 1991; May 18, 1994; December 13, 1995; March 13, 2002; April 28, 2004; April 27, 2011; and March 25, 2015. Additional information is available on the website: www.westportct.gov.

1. All vehicles except those parking in \$5.00 per day parking areas at the Westport (Saugatuck) or Greens Farms Railroad Stations shall display a valid Railroad Parking Permit on the lower right corner of the windshield. When available, permits may be purchased during business hours at the Police Department, by mail, or online at www.buymypermit.com/westport. A service fee will be charged for online transactions. There shall be a one-time \$35.00 Railroad Parking Permit Waitlist Fee to be assessed on any request for placement on the waitlist for a Railroad Parking Permit.
2. Said permits shall be available on the following basis:
 - (a) Vehicle permits allowing parking in all parking lots, \$325.00 plus any applicable tax; \$450.00 to allow for a permit holder to list two vehicles registered at the same address on a single Railroad Parking Permit (restrictions apply).
 - (b) Motorcycle permits allowing parking in designated areas, \$325.00 plus any applicable tax.
 - (c) Transients, daily parking in designated areas \$5.00 per day plus any applicable tax.
 - Any permit vehicle that is parked in a \$5.00 per day designated area shall receive a fee envelope and will be required to pay the \$5.00 fee and any applicable tax.
 - An additional penalty of ten dollars (\$10.00) plus any conveyance fees will be imposed for all delinquent transient area railroad parking fees not paid within fourteen (14) days of the date of issue.
3. The fees for a Railroad Parking Permit shall be based on a twelve (12) month period. For purposes of providing refunds or for new permits issued during the course of the permit year, the partial value of a permit will be pro-rated based on the annual fee divided by 12. Refunds will be based on the monthly value of a permit times the number of full months remaining until the expiration date. New permits will be based on the monthly value of the permit times the number of months remaining until the expiration date of the permit, including the month of issue, calculated from the time the permit application is mailed or offered. Applicable tax shall be added to all fees. There will be no refund of any part of the applicable tax.
4. Westport applicants for said permit shall present both an automobile tax receipt and a valid

automobile registration for the vehicle for which the permit is requested. Non-residents must present a copy of the valid registration. A vehicle registered out of state, upon which automobile tax has been paid to Westport, shall present both an automobile tax receipt and a valid automobile registration.

5. If the permitted vehicle is registered in a name other than that appearing on the application, acceptable proof of spousal connection or other proof of authorized use of the vehicle must be provided.
6. Railroad parking permits shall not be issued or renewed to any Westport resident who is delinquent in payment of real estate tax, automobile tax, personal property tax, sewer and use tax, or alarm fees. No permit shall be issued or renewed to any applicant who is delinquent in payment of police parking violations, or railroad parking fees, until such time all are paid in full. If there is a waiting list at the time a permit is not renewed, the person holding the non-renewable permit will be placed on the waiting list as of the date of non-renewal and be charged the \$35.00 Waitlist Fee.
7. Said permits shall be nontransferable. Any vehicle parked in the above described parking areas shall be subject to the Town of Westport parking fines when a vehicle does not have a valid permit displayed, the permit is determined to be misused, or the vehicle has been parked improperly.
8. Evidence of fraud in obtaining a permit will void that permit. If there is a waiting list at the time a permit is revoked, the person holding the permit will be placed on the waiting list as of the date of the expiration of the revocation and be charged the \$35.00 Waitlist Fee.
9. Permit holders that must use a substitute vehicle for an emergency may place in plain view a handwritten note with the railroad parking permit number and registration number of the replaced vehicle. If the replacement is to exceed ten (10) days, the Railroad Parking Division (203-341-6052) must be notified and a temporary permit requested. After ten days, the replacement vehicle will be considered a non-permit vehicle if a temporary permit is not displayed.
10. The Director of Railroad Parking may create a special time zone not to exceed 20 spaces. This zone is for the use of non-permit holding elderly and occasional day users. The fee for these spaces will be the same as the other daily parking spaces. The zone shall be clearly marked and will subject violators to a \$50.00 fine.
 - (a) Seniors (age 62 and older) will be allowed to park free in \$5.00 per day parking areas up to twice a month upon presentation of proper identification.
11. Whenever there is found any motor vehicle parked in a railroad parking lot which has received five (5) or more parking citations or railroad parking fees or any combination thereof issued for any parking violation which are delinquent, unpaid, otherwise unsettled and uncontested, such vehicle may, by towing or otherwise, be removed for safekeeping by or under the direction of a police officer to a garage or other location, or such vehicle may be immobilized in such manner as to prevent its removal or operation except by such person as

shall be authorized to do so by the police department.

- (a) **PRIOR MAILING OF NOTICE** – Prior to scheduling any vehicle on a list for impoundment or immobilization, the police department shall cause to be mailed to the registered owner a list of all delinquent charges and statement warning that such vehicle shall be impounded or immobilized. Such notice shall be mailed at least fifteen (15) days prior to the placement of any vehicle on a list for impoundment or immobilization.
 - (b) **REQUIRED NOTICE OF REMOVAL** – It shall be the duty of any police officer removing or immobilizing a vehicle, or under whose direction such a vehicle is removed or immobilized, to inform, as soon as practicable within twenty-four (24) hours, the owner of the removed or immobilized vehicle of the nature and circumstances of the prior unsettled parking violation notices for which, or on account of which, such vehicle was removed or immobilized. Such notice shall additionally state that if the owner fails to reclaim such vehicle within sixty (60) days from the date of mailing, title to such vehicle shall rest in the Town of Westport and such vehicle will be sold at public auction.
 - (c) **REPOSSESSION TIME PERIOD** – The owner of an immobilized vehicle, or other duly authorized person, shall be allowed at least twenty-four (24) hours from the time of immobilization to repossess or secure the release of the vehicle following which such vehicle may be removed to a store area for safekeeping under the direction of a police officer.
 - (d) **CRITERIA FOR REPOSSESSION** – Before the owner or person in charge of any vehicle removed or immobilized as above provided shall be allowed to repossess or to secure the release of said vehicle, the owner or agent shall pay the following: the cost of towing, or if immobilized, a fee of thirty five dollars(\$35.00); plus the cost of storage for each day, or portion of a day that such a vehicle is so stored in excess of the first twenty-four(24) hours; plus all sums legally due for any Town of Westport parking citations issued and outstanding against such vehicle; or in lieu of the above, a bond with a surety company authorized to do business in this state in an amount sufficient to cover the above charges. No such vehicle shall be released until the owner or agent has established identity and right to possession and has signed a proper receipt therefore.
 - (e) **UNAUTHORIZED REMOVAL** – Any person who, after having had a vehicle towed or immobilized, shall remove such vehicle without complying with Section 8(d) shall, in addition to the charges provided for in said section, be liable for any damage done to the immobilization device or mechanism and be subject to a fine of not more than one hundred dollars (\$100.00).
12. The Railroad Parking Director is authorized to suspend the sale of permits for parking at the Westport Railroad Station parking lots if conditions warrant such action.

13. Sale of permit to applicant in no way guarantees that person a place to park on any specific day.
14. The Town of Westport cannot carry insurance to cover property of permittee who, by accepting the permit, assumes all risk of damage or loss of property and agrees to hold the Town of Westport harmless from any or all claims of such injury.
15. EXTENDED PARKING REGULATIONS
 - (a) It shall be unlawful for any person, firm or corporation to leave any vehicle parked in a space on a continuous basis for more than seven (7) days unless prior written permission is obtained from the Railroad Parking Division.
 - (b) Any vehicle parked continuously in a space for more than eight (8) days without prior written permission from the Railroad Parking Division shall be deemed abandoned and may be towed in accordance with the provisions of Section 14.150 of the Connecticut General Statutes.
16. The submission of an application for a Railroad Parking permit shall signify consent of the applicant to each and every item contained in these regulations.

Exhibit 3A

Overview of Town Ownership of Railroad Parking Lots

The Town owns all of Lot 1 at the Greens Farms Station, the majority of Lot 1 at the Westport station, and part of Lot 4 at the Westport station. The remainder of the lots are owned by the State which leases them to the Town. See the summary of the property ownership and leasing arrangements at the Westport and Greens Farms train stations from Appendix B of SWRPA's June, 2014 Westport Rail Stations Parking Study Existing Conditions Report. (Exhibit 3B) SWRPA is the predecessor organization to WestCOG. See also the maps showing ownership of the various railroad parking lots at the Westport and Greens Farms train stations from the same report. (Exhibits 4 and 5, respectively.)

Town property records also show the Town's ownership of all of Lot 1 at the Greens Farms Station, the majority of Lot 1 at the Westport station, and part of Lot 4 at the Westport station. See the property cards from the Town Assessor's office for the Town owned Lot 1 at the Greens Farms Station, and the Town owned portions of Lot 1 and Lot 4 at the Westport station. (Exhibit 6)

It should also be noted that under the Lease Agreement between the Town and the State for the railroad parking lots, the State is leasing the properties it owns to the Town, not vice versa. The lease does not transfer the Town's ownership of its portion of Lots 1 and 4 at the Westport station and lot 1 at the Greens Farm station to the State and nothing in the lease affects the Town's ownership of those lots.

Some may be concerned that the RTM's ability to modify the railroad parking fees on only a portion of the railroad parking lots may result in a two-tiered fee structure, with one fee for the Town owned portion of the lots and a different fee for the State owned portion of the lots. This is not a valid concern. Section 12(b) of the Lease Agreement between the Town and the State for the railroad parking lots (Exhibit 7) specifically states all parking on lots subject to the lease shall be "on a non-discriminatory basis" as regards to "the amount and/or the frequency of parking fees, charges or levies" assessed for parking. Thus, if the RTM raises the parking fees on the Town owned portion of the railroad parking lots, as it has the right to do under Section C4-6 of the Charter, the parking fees on the State owned portion of the parking lots would automatically increase to the same level in order to avoid having discriminatory parking fees based on where a car is parked within the lots. Even if this should not happen automatically, the Town has the authority under Section 11 of the lease to establish parking fees on all portions of the railroad parking lots and so could easily increase the fees on the State owned portion of the lots to match the fees on the Town owned portion of the lots.

EXHIBIT 3B

SAUGATUCK STATION PARKING LOTS PROPERTY OWNERSHIP & LEASING ARRANGEMENTS

- Lot 1 (Park Street): The State leases a small portion of land on which the lot is located to the Town. The remainder is Town property.
- Lot 2 (trackside - NY Bound): State-owned lot.
- Lot 3 (trackside - New Haven Bound): State-owned lot.
- Lot 4 (Saugatuck Avenue - New Haven Bound): Part of this lot is State right-of-way, which is leased to the Town. The remainder is on Town property.
- Lot 5 (Riverside Avenue, East - New York Bound): The State leases the land on which the lot is located to the Town.
- Lot 6 (Riverside Avenue, West - New York Bound): The State leases the land on which the lot is located to the Town.
- Lot 7 (Franklin St - New York Bound): This lot is within the State right-of-way, which is leased to the Town.
- Lot 8 (Saugatuck Avenue - New York Bound): The State leases the land on which this lot is located to the Town.

GREENS FARMS STATION PARKING LOTS PROPERTY OWNERSHIP & LEASING ARRANGEMENTS

- Lot 1 (New Creek Rd. - New York Bound): Town-owned lot.
- Lot 2 (trackside - New York Bound): Most of the land comprising this lot is owned by the State and leased to the Town.
- Lot 3 (trackside - New Haven Bound): State-owned land leased to the Town for parking.

Exhibit 4

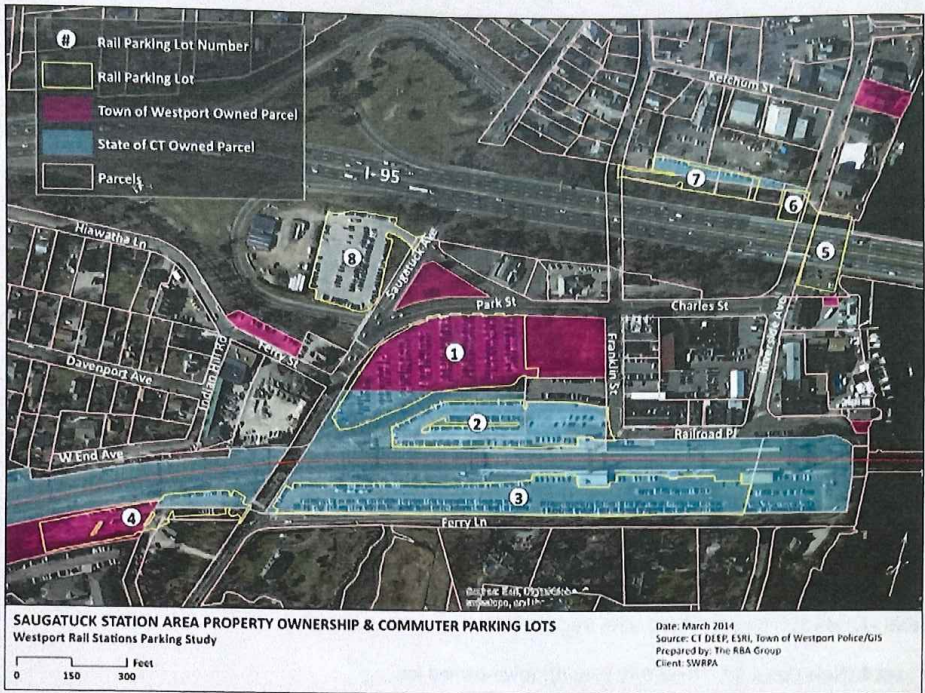


Exhibit 5

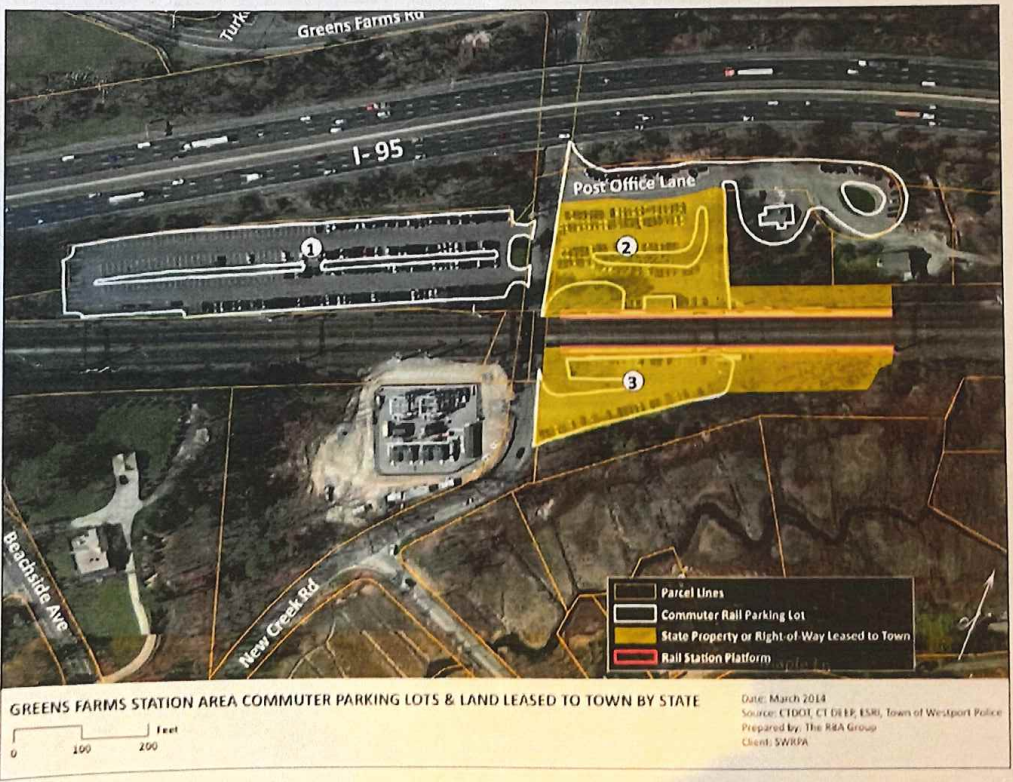
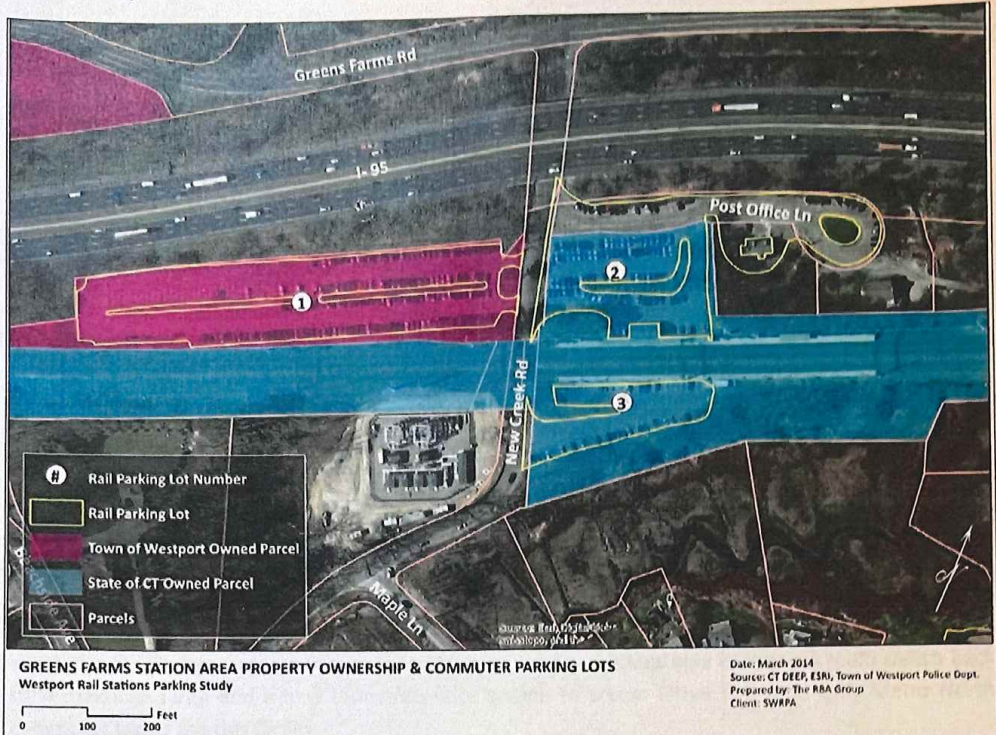


Exhibit 6A

Property Location NEW CREEK RD Vision ID 10387		Account # 29188		Map ID G08 / 008/000 / Bldg # 1		Bldg Name Sec # 1 of 1		Card # 1 of 1		State Use 921 Print Date 05-28-2023 11:16:45					
CURRENT OWNER			TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT								
WESTPORT TOWN OF					1 Public		Description	Code	Assessed	6158					
PARKING LOT							EX VC R L	51	300,730	210,500					
110 MYRTLE AVE			SUPPLEMENTAL DATA							WESTPORT, CT					
WESTPORT CT 06880			Alt Prpl ID 544702-1	Historic ID	Census 506	WestportC I3	Survey Ma	Survey Ma	GIS ID G08006000	Lift Hse Asking \$	Assoc Pld#				
								Total		300,730 210,500					
RECORD OF OWNERSHIP			VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)						
WESTPORT TOWN OF			0000 0000	11-14-2002	U	V		0 29	Year	Code	Assessed	Year	Assessed	Year	Assessed
									2022	51	210,500	2021	210,500	2020	210,500
									210,500 Total			210,500 Total			
EXEMPTIONS			OTHER ASSESSMENTS			APPRAISED VALUE SUMMARY									
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int	This signature acknowledges a visit by a Data Collector or Assessor						
									Appraised Bldg. Value (Card) 0						
									Appraised X1 (B) Value (Bldg) 0						
									Appraised Ob (B) Value (Bldg) 0						
									Appraised Land Value (Bldg) 300,730						
									Special Land Value 0						
									Total Appraised Parcel Value 300,730						
									Valuation Method C						
									300,730						
									Total Appraised Parcel Value						
									Total Appraised Parcel Value						
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	CS	Purpose/Result		
								06-12-2020	SR				19	Field Review	
								02-13-2015	FSR				99	Vacant Lot Inspection	
								05-14-2010	J				99	Vacant Lot Inspection	
								07-06-2005	TH	1			99	Vacant Lot Inspection	
Permit Id	Comments														
LAND LINE VALUATION SECTION															
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment		Adj Unit P	Land Value
1	921	Mun Lnd Res	AAA	1.900 AC	360,000.00	0.53289	C	0.50	150	1.500	SHAPE	VAC 1.1000			300,730
				Total Card Land Units	Parcel Total Land Area								Total Land Value		300,730

Property Location NEW CREEK RD Account # 29188 Map ID G08/006/000/ Bldg # 1 Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 921 Print Date 05-26-2023 11:16:46

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style:	99	Vacant Land	Fireplaces							
Model:	00	Vacant	Ceiling Height							
Grade:			Elevator							
Stories:			CONDO DATA							
Occupancy			Parcel Id	CI	Ownr					
Exterior Wall 1				B	IS					
Exterior Wall 2			Adjust Type	Code	Description					
Roof Structure:			Condo Flr		Factor%					
Roof Cover			Condo Unit							
Interior Wall 1			COST / MARKET VALUATION							
Interior Wall 2			Building Value New							
Interior Fir 1			Year Built							
Interior Fir 2			Effective Year Built							
Heat Fuel			Depreciation Code							
Heat Type:			Remodel Rating							
AC Type:			Year Remodeled							
Total Bedrooms			Depreciation %							
Total Bthrms:			Functional Obseol							
Total Half Baths			External Obseol							
Total Xtra Fltrs			Trend Factor	1						
Total Rooms:			Condition							
Bath Style:			Condition %							
Kitchen Style:			Percent Good							
Kitchens			Cns Sect Rcnld							
Whirlpool Tubs			Dep % Ovr							
Hot Tubs			Dep Ovr Comment							
Sauna (SF Area			Misc Imp Ovr							
Fin Basement			Misc Imp Ovr Comment							
Fin Bmnt Qual			Cost to Cure Ovr							
Bmnt. Garages			Cost to Cure Ovr Comment							
Interior Cond										
Fireplaces										
Ceiling Height										
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond. Cd	% Gd	Grade	Grade Adj	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value				
TU Gross Liv / Lease Area		0	0			0				

No Sketch

Property Location 1 PARK ST Account # 29101 Map ID B05 / 103/000 / Bidg # 1 Bidg Name Sec # 1 of 1 Card # 1 of 1 State Use 919 Print Date 05-26-2023 11:17:32

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style:	94	Outbuildings	Fireplaces							
Model:	00	Vacant	Ceiling Height							
Grade:			Elevator							
Stories:			CONDO DATA							
Occupancy:			Parcel Id	IC	Owne					
Exterior Wall 1				IB	IS					
Exterior Wall 2			Adjust Type	Code	Description					
Roof Structure:			Condo Flr		Factor%					
Roof Cover			Condo Unit							
Interior Wall 1			COST / MARKET VALUATION							
Interior Wall 2			Building Value New							
Interior Flr 1			Year Built							
Interior Flr 2			Effective Year Built							
Heat Fuel			Depreciation Code							
Heat Type:			Remodel Rating							
AC Type:			Year Remodeled							
Total Bedrooms			Depreciation %							
Total Bthrms:			Functional Obsol							
Total Half Baths			External Obsol							
Total Xtra Fltrs			Trend Factor	1						
Total Rooms:			Condition							
Bath Style:			Condition %							
Kitchen Style:			Percent Good							
Kitchens			Cns Sect Rcnld							
Whirlpool Tubs			Dep % Ovr							
Hot Tubs			Dep Ovr Comment							
Sauna (SF Area)			Misc Imp Ovr							
Fin Basement			Misc Imp Ovr Comment							
Fin Basmt Qual			Cost to Cure Ovr							
Basmt. Garages			Cost to Cure Ovr Comment							
Interior Cond										
Fireplaces										
Ceiling Height										
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Bt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FN2	Fence 5'	L	560	14.26	2015	6	75		0.00	6,000
PAV1	Paving Asph.	L	68,00	2.50	2015	4	40		0.00	68,000
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value				
Ttl Gross Liv / Lease Area		0	0			0				

No Sketch

Property Location SAUGATUCK AVE Map ID B05 / 018/000 / Bidg Name Bidg # 1
 Vision ID 10303 Account # 29100 Sec # 1 of 1 Card # 1 of 1 State Use 921 Print Date 05-28-2023 11:18:20

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Description	Element	Cd	Description					
Style: 99 Model: 00 Grade: Stories: Occupancy: Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover: Interior Wall 1 Interior Wall 2 Interior Flr 1 Interior Flr 2 Heat Fuel: Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style: Kitchens Whirlpool Tubs Hot Tubs Sauna (SF Area) Fin Basement Fin Bsmnt Qual Bsmnt. Garages Interior Cond Fireplaces Ceiling Height	99 00	Vacant Land Vacant	Fireplaces Ceiling Height Elevator							
CONDO DATA										
Parcel Id			Ct							
Adjust Type			Code							
Condo Flr			Description							
Condo Unit			Factor%							
COST / MARKET VALUATION										
Building Value New			Year Built							
Effective Year Built			Depreciation Code							
Remodel Rating			Year Remodeled							
Depreciation %			Functional Obsol							
External Obsol			Trend Factor							
Condition			Condition %							
Percent Good			Cns Sect Rcnld							
Dep % Ovr			Dep % Ovr							
Dep Ovr Comment			Misc Imp Ovr							
Misc Imp Ovr			Misc Imp Ovr Comment							
Coat to Cure Ovr			Coat to Cure Ovr Comment							
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	LB	Units	Unit Price	Yr BR	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
BUILDING SUB-AREA SUMMARY SECTION										
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value				
Ttl Gross Liv / Lease Area		0	0			0				

No Sketch

2

RECORDED IN Westport LAND RECORDS AT VOLUME 1994 PAGE 93

Agreement No. 3.29-02(01)

LEASE AGREEMENT

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

AND

TOWN OF WESTPORT

RAIL FILE NO. (158) 7001-MISC-176

THIS LEASE AGREEMENT, concluded at Newington, Connecticut, this 31st day of JANUARY, 2001, by and between the State of Connecticut, Department of Transportation, James F. Sullivan, Commissioner, acting herein by Harry P. Harris, Bureau Chief, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and the Town of Westport, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, having a principal place of business at Town Hall, 110 Myrtle Street, P. O. Box 549, Westport, Connecticut 06880, acting herein by Diane G. Farrell, First Selectman, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested use of certain land with building(s) thereon hereinafter described, comprising the Saugatuck Railroad Station, Green's Farms Railroad Station and commuter rail parking area(s), and

WHEREAS, the State and the Second Party have a mutual interest in encouraging use of mass transportation services and, under this Lease, the parties seek to make the most effective use of railroad property, to encourage and attract additional rail patrons, and to make rail facilities more convenient, attractive, and compatible with the public interest, and

WHEREAS, the State has the authority pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Lease.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all the stipulations, restrictions, specifications and covenants herein contained, those eleven (11) parcels of land situated in the Town of Westport, County of Fairfield and State of Connecticut, within the railroad right-of-way of the New Haven Main Line, with appurtenances thereon, if any, containing an aggregate of 17.444 acres, more or less, hereinafter collectively referred to as the parcel of land, as shown on the sketches attached hereto entitled:

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=40', January 1990, Bureau of Public Transportation-Office of Rail Operations Revised 5/8/90, 5/18/90, 4/1/91", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 1 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=40', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 2 of 6;

"Town of Westport, Sketch Showing Land & Buildings Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, (Saugatuck Station), Valuation Map 53-62-33, Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations, Revised 1/18/92", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 3 of 6;

"Town of Westport, Sketch Showing Land & Buildings Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, (Green's Farms Station), Valuation Map 53-62-36, Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 4 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), Scale 1"=60', March 1991, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 5 of 6;

"Town of Westport, Sketch Showing Land Leased to the Town of Westport by the State of Connecticut, Dept. of Transportation, Governor John Davis Lodge Turnpike, (Limited Access Highway), (Exit 17), Scale 1"=80', March 1994, Bureau of Public Transportation-Office of Rail Operations", Town No. 158, Project No. 7001-Misc., Serial No. 176, Sheet 6 of 6;

All rights of ingress and egress are specifically denied, directly to and from the railroad tracks and the Governor John Davis Lodge Turnpike (Interstate Route 95), from and to the parcel of land herein described.

1. The term of this Lease is for a ten (10) year period of time commencing July 1, 2001, to and including June 30, 2011, with the Second Party having the right to renew said term by prior written notice to the State, for two (2) additional successive ten (10) year periods of time.

2. Upon expiration of the initial term hereof and the Second Party's failure to exercise, in writing, its right to renew, this Lease shall continue to remain in effect on a month-to-month basis until such time as it is cancelled, in writing, by either party hereto or replaced with a subsequent agreement. During said month-to-month basis, all terms and conditions stated herein shall remain in full force and effect.

3. There shall be no annual fee paid to the State under the terms of this Lease. In lieu of an annual lease payment, the Second Party agrees to reinvest all surplus revenue derived from rail parking and rail-related leases into the improvement and maintenance of rail station buildings, rail station parking, and mutually agreed upon rail station services.

4. The Second Party shall establish and maintain adequate records which show the yearly gross revenue and expenses charged against the gross. Expenses shall include capital improvements, maintenance of buildings and parking lots, administrative, accounting, and security costs, utilities, independent auditors, and any other mutually agreed upon, town-allocated applicable costs, including debt service. The basis of accounting for these records and for related funds shall be the modified accrual basis of accounting.

5. (a) The Second Party shall establish two separate funds, an Operating Fund and a Capital Improvement Fund. It is hereby understood and agreed by the parties hereto that all revenue generated from all sources derived from the use of both Town-owned as well as State-leased properties described herein, including all revenue derived from a minimum of 1,943 parking spaces jointly utilized by both parties hereto, shall be deposited into this Operating Fund.

(b) The Second Party has the right to charge the Operating Fund on an annual basis for in-kind administrative and general expenses provided by the Second Party for railroad station operations. The State reserves the right to review the computation of the allocation percentage to ensure that only items relevant to railroad station operations are included. The State also reserves the right to review the legally enacted railroad Operating Fund budget used in computing the annual in-kind charge.

(c) The Operating Fund shall also be used by the Second Party for operating and maintenance expenses associated with the railroad station operations described herein. Fifty percent (50%) of the remaining funds in the Operating Fund shall be disbursed to the Second Party on a yearly basis to be used without any limitation whatsoever and the other fifty percent (50%) of the remaining funds shall be deposited in the Capital Improvement Fund.

(d) In the event there is a surplus in the Capital Improvement Fund, as determined by the State and the Second Party's independent auditor, at the end of each five (5) year period within the initial term and any renewal periods thereafter, the State may elect to withdraw fifty percent (50%) of the surplus. The remaining fifty percent (50%) shall stay in the Capital Improvement Fund and continue to roll-over into the next five (5) year period.

(e) For the purpose of defining the surplus as set forth in 4(d) above, all funds appropriated by the Second Party from the Capital Improvement Fund, with the State's approval, for continued improvement and structural maintenance as described herein, shall be deemed expenditures from the Fund and not considered as surplus.

6. The Second Party shall have prepared and delivered to the State within one hundred eighty (180) days following the end of each year of the specified term of this Lease or any renewal periods thereafter, or other termination of this Lease, plus any extensions to perform the Second Party's audit as granted by the Office of Policy and Management, statement(s) of gross revenue, pertinent expenses and amount in the Capital Improvement Fund. The cost to prepare said statements for the State shall be included as an operating expense as defined herein. Such statement(s) shall be prepared and certified by an Independent Certified Public Accountant (CPA) as defined by Chapter 389 of the Connecticut General Statutes, in accordance with single-audit requirements for government audits, and shall contain the CPA's professional opinion relative to each of the following:

(a) The sufficiency and adequacy of all records presented by the Second Party to the CPA to properly reflect all aspects of the Second Party's operations under this Lease;

(b) The system of recordkeeping utilized by the Second Party pursuant to this Lease is in substantial accord with generally accepted accounting principles and practices;

(c) The payments due the State are computed correctly and in accordance with the terms of this Lease and the laws of the State of Connecticut; and

(d) The recommendations of the CPA, if any, that in the opinion of the CPA would improve the fiscal relationship between the State and the Second Party as regards this Lease.

While it is the intent of the State to rely on the certified statement(s) of the CPA as the same are defined hereinabove, the State hereby reserves the right to review, examine, and/or audit the records of the Second Party and the work papers of the CPA.

7. The State reserves the right to approve or disapprove the use of the funds in the Capital Improvement Fund to ensure improvement and maintenance of rail station

buildings, rail station parking, and rail station services, described herein. Such approval shall not be unreasonably withheld.

8. Where there is a charge for parking, a minimum annual parking fee per vehicle of One Hundred Dollars (\$100.00) shall be charged. The State hereby reserves the right to review and approve any and all parking fees which exceed the aforementioned minimum fee.

9. It is mutually understood and agreed by the parties hereto that this Lease is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad Lease Specifications & Covenants", dated October 10, 2000, hereinafter referred to as the "Standard Specifications", which is hereby made an integral part of this Lease by reference thereto and which shall have full force and effect as if the same were incorporated herein, it being understood and agreed by the parties hereto that the said Standard Specifications is and shall remain on file in the offices of the State and of the Second Party identified on page 1 hereof.

10. It is mutually understood and agreed by the parties hereto that when pages 1 through and including 10 hereof are duly recorded in the land records of the town(s) in which the said parcel(s) of land exist(s), the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

11. The Second Party shall have the right, pursuant to this Lease, to establish and publish a Daily, Weekly, Monthly, Annual and/or other periodic Parking-Fee Schedule(s).

12. The Second Party agrees that if this Lease concerns public parking of motor vehicles, all such parking effected by the Second Party, its agent, subcontractors and invitees pursuant to this Lease, shall be solely and strictly on a non-discriminatory basis as regards, but not limited to, the following factors:

(a) the location and/or the number of parking spaces to be utilized at any one time;

(b) the amount and/or the frequency of parking fees, charges or levies assessed for such use;

(c) the duration of such use; or

(d) the fact that the user is or is not; a local resident; a local taxpayer; a high-volume user; or a user in conjunction with a local enterprise, activity, or organization.

13. The Second Party agrees to secure and maintain for the duration of this Lease, including any supplements thereto and all renewals thereof, if any, with the State

and Metro-North Commuter Railroad Company being named additional insured parties for paragraph (a) below, the following minimum liability insurance coverage or coverages regarding the said parcel of land at no cost to the State or Metro-North Commuter Railroad Company. In the event the Second Party secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (a) below, the State and Metro-North Commuter Railroad Company shall be named as additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident, a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) When this Lease requires work on, over or under the right-of-way of any railroad company, the Second Party shall carry, with respect to the operations that it or its subcontractors perform under this Lease, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State and the Second Party as named additional insureds, providing for coverage limits of (1) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (2) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period. If such Insurance is required, the Second Party shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail-related work and/or activities.

In conjunction with the above coverages, the Second Party agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

14. The Second Party understands and agrees that the State retains the exclusive right to use of the airspace above the Horizontal Plane of twenty-four (24) feet, within the entire area leased herein. However, the Second Party may petition the State with regard to projects which will make use of the air rights.

15. The Second Party shall conform to all Federal, State and local laws, permits and building and zoning regulations, in regard to the leased property.

16. This Lease may be terminated at any time without cause by the State. Notice of termination shall be given to the Second Party two (2) years in advance, in writing, to that effect, by registered mail or personal delivery by agent and upon expiration of said notice period, this Lease shall be null and void and all rights of the Second Party herein shall end and terminate.

17. All the Second Party's obligations hereunder shall survive this Lease or any other agreement or action, including, without limitation, any consent decree, or order, between the Second Party and the government of the United States or any department or agency thereof, the State and/or the Municipality.

18. Notwithstanding any provisions to the contrary in this Lease, the State retains the sole responsibility of maintaining and/or restoring all fencing bordering the tracks; canopies over the platforms; and the tunnel, tunnel drainage and stairways at the Saugatuck Railroad Station; the stairway from New Creek Road to the platform area on the east and west side of the Green's Farms Railroad Station; and the canopy under the tracks and over the sidewalk on New Creek Road at the Green's Farms Railroad Station. The State shall also retain sole responsibility for maintaining all major structural renovations and/or repairs, and may, upon written notice to the Second Party and in accordance with Article 5 hereof, draw funds remaining in the Capital Improvement Fund as surplus at the end of each five (5) year period to pay for any of the above-cited work, as regards the leased property described herein.

It is further mutually understood by both parties hereto that the Second Party shall retain sole responsibility of the day-to-day maintenance, including, but not limited to, general structural repairs, snow removal, trash removal and security of any and all platforms, railings, stairs, shelters, and ramps, in regard to the leased property described herein.

19. The Second Party shall adhere to the following special conditions as they relate to Lease Area "K":

(a.) If the subject property is required for future highway purposes the property shall revert to the jurisdiction of the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations.

(b.) If any work is to be performed within Lease Area "K", an encroachment permit will be required by the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations, District 3.

(c.) Lease Area "K" will be used by the "Loggia Francesca Lodge, Inc." - "Westport Sons of Italy" Festival Italiano Committee for a period of ten (10) days in July of each year for their annual festival. The "Westport Sons of Italy" agree to restore the

area to its prior condition and to the satisfaction of the State and the Second Party upon the conclusion of the festival.

20. The State reserves use of one (1) parking space in the "day" parking lot, on the westbound side of both the Westport and Green's Farms Railroad Stations.

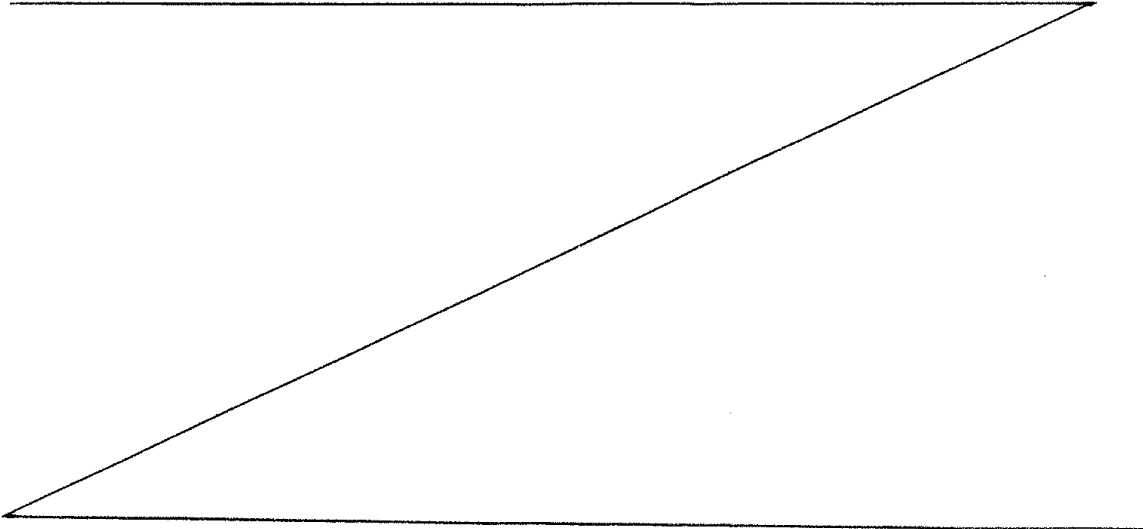
21. The Second Party understands and agrees that if at any time during the term of this Lease the required Certificate of Insurance and/or the rental payment, if any, as described herein is/are not received within thirty (30) days of its/their due date, the State shall have the right to automatically terminate this Lease, and the Second Party shall be required to vacate the herein described premises without further notice.

22. Articles (7) and (28) of the attached Standard Specifications are hereby deleted in their entirety.

23. Article 31 of the attached Standard Specifications is hereby amended by deleting the last six (6) paragraphs thereof.

24. The Second Party is hereby put on notice that with the enactment of Title 49, Code of Federal Regulations, Part 214, entitled "Roadway Worker Protection", it may be necessary to have year-round railroad station platform maintenance performed by "qualified" railroad employees and/or personnel who have received the required Roadway Worker Protection training. Railroad station platform maintenance shall encompass concrete platform(s), platform stairs, canopy(ies), canopy gutters, light fixtures, including bulb replacement, ramps, shelters, railings, and seating and shall include, but not be limited to, recycling/trash removal, snow removal and ice control. All costs associated with platform maintenance shall be deemed a mutually agreed upon expense to be deducted from the Operating Fund in accordance with the terms of this Agreement.

DDH
10/1/02



Agreement No. 3.29-02(01)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James F. Sullivan, Commissioner

Elizabeth H. Mosca
Name: ELIZABETH H. MOSCA

By Harry P. Harris (Seal)
Harry P. Harris
Bureau Chief
Bureau of Public Transportation

Louise Lent
Name: LOUISE LENT

Date: 11/3/02

WITNESSES:

SECOND PARTY
TOWN OF WESTPORT

Patricia Scully
Name: PATRICIA SCULLY

By Diane G. Farrell (Seal)
Diane G. Farrell
First Selectman

Susan Brown
Name: SUSAN BROWN

Date: 9/21/01

Agreement No. 3.29-02(01)

STATE OF CONNECTICUT)
) ss: Newington January 31 A.D., 20 02
COUNTY OF HARTFORD)

Personally appeared for the State, Harry P. Harris, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Bureau Chief, Bureau of Public Transportation, before me.

My Commission Expires:

ELIZABETH H. MOSCA
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2002

Elizabeth H. Mosca
Notary Public

STATE OF CONNECTICUT)
) ss: Westport 9-21 A.D., 20 01
COUNTY OF FAIRFIELD)

Personally appeared for the Second Party, Diane G. Farrell, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Westport, and her free act and deed as First Selectman, before me.

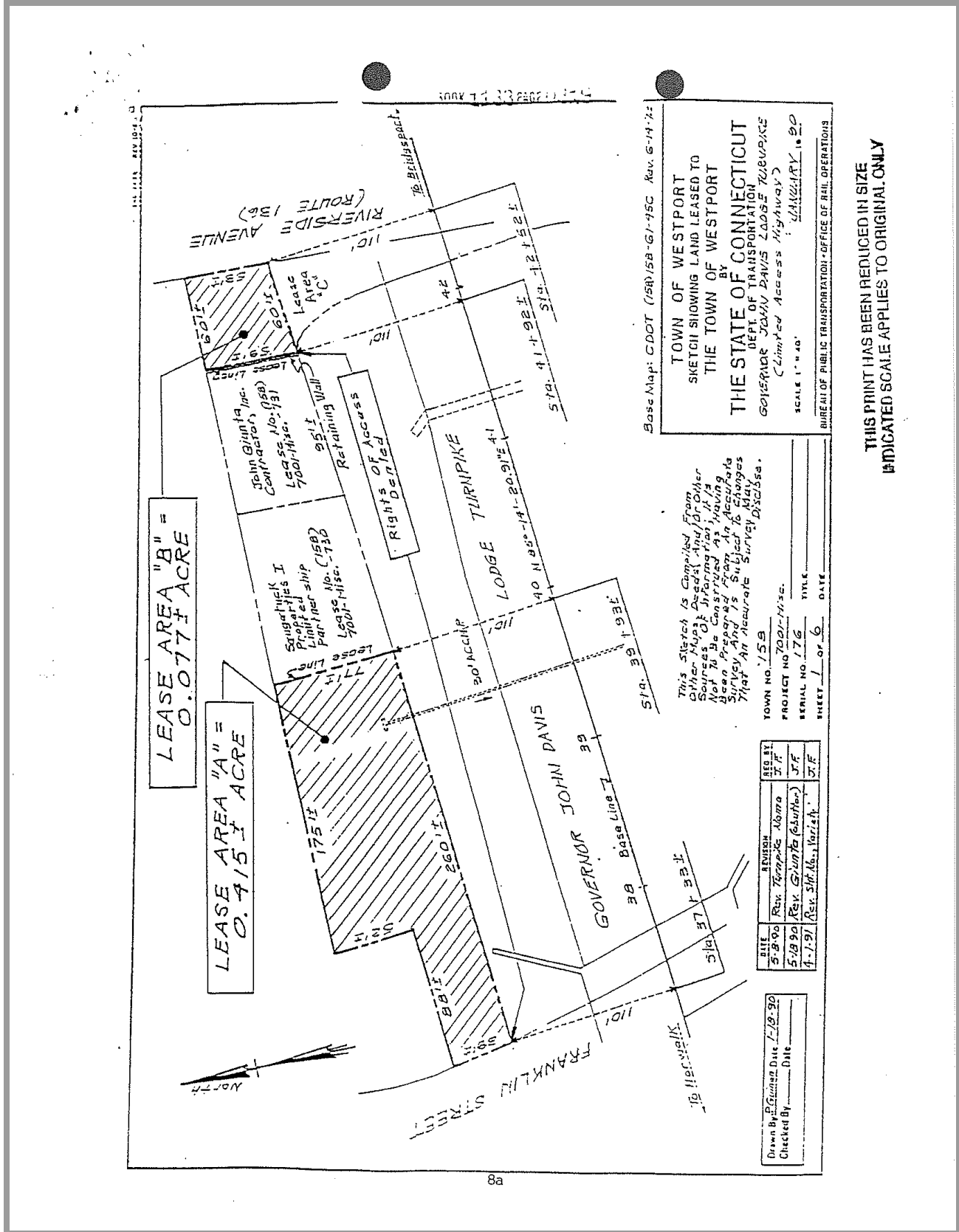
My Commission Expires:

Michael Jank
Notary Public
Comm of Superior Court

APPROVED AS TO FORM:

Carol J. Searcy
Attorney General
State of Connecticut

Date: 04/11/02



LEASE AREA "B" =
0.0777 ACRE

LEASE AREA "A" =
0.4151 ACRE

Base Map: CDOT (58)/58-G-75C Rev. 6-14-72

TOWN OF WESTPORT
 SKETCH SHOWING LAND LEASED TO
 THE TOWN OF WESTPORT
 BY
 THE STATE OF CONNECTICUT
 DEPT. OF TRANSPORTATION
 GOVERNOR JOHN DAVIS LODGE TURNPIKE
 Limited Access Highway

SCALE 1" = 40'

BUREAU OF PUBLIC TRANSPORTATION - OFFICE OF RAIL OPERATIONS

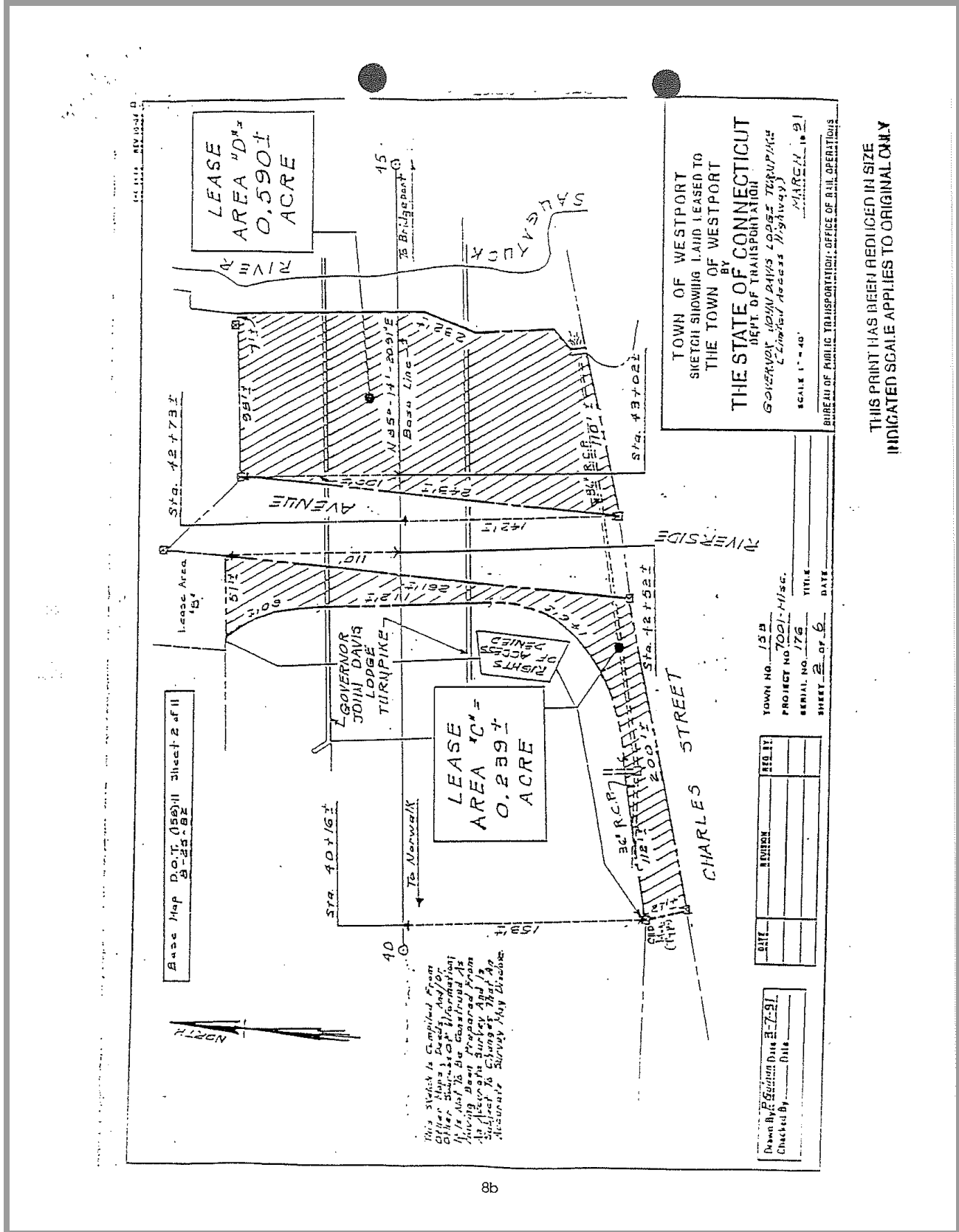
This sketch is compiled from
 other maps, records and other
 sources. It is not intended to
 be construed as having
 been prepared from an accurate
 survey and is subject to change
 if an accurate survey discloses.

TOWN NO. 159
 PROJECT NO. 7002-143C
 SERIAL NO. 176
 SHEET 1 OF 6

DATE	REVISION	BY
5-8-90	Rev. Turnpike Abandon	JFF
5-29-90	Rev. Governor (Survey)	JFF
1-1-91	Rev. Site Abandonment	JFF

Drawn By: Grant Date: 1-18-90
 Checked By: _____ Date: _____

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 INDICATED SCALE APPLIES TO ORIGINAL ONLY



Base Map D.O.T. (150) III sheet 2 of 11
B-25-82

This sketch is compiled from
other maps, deeds, and/or
information
It is not to be construed as
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an accurate survey and is
subject to change that an
accurate survey may disclose

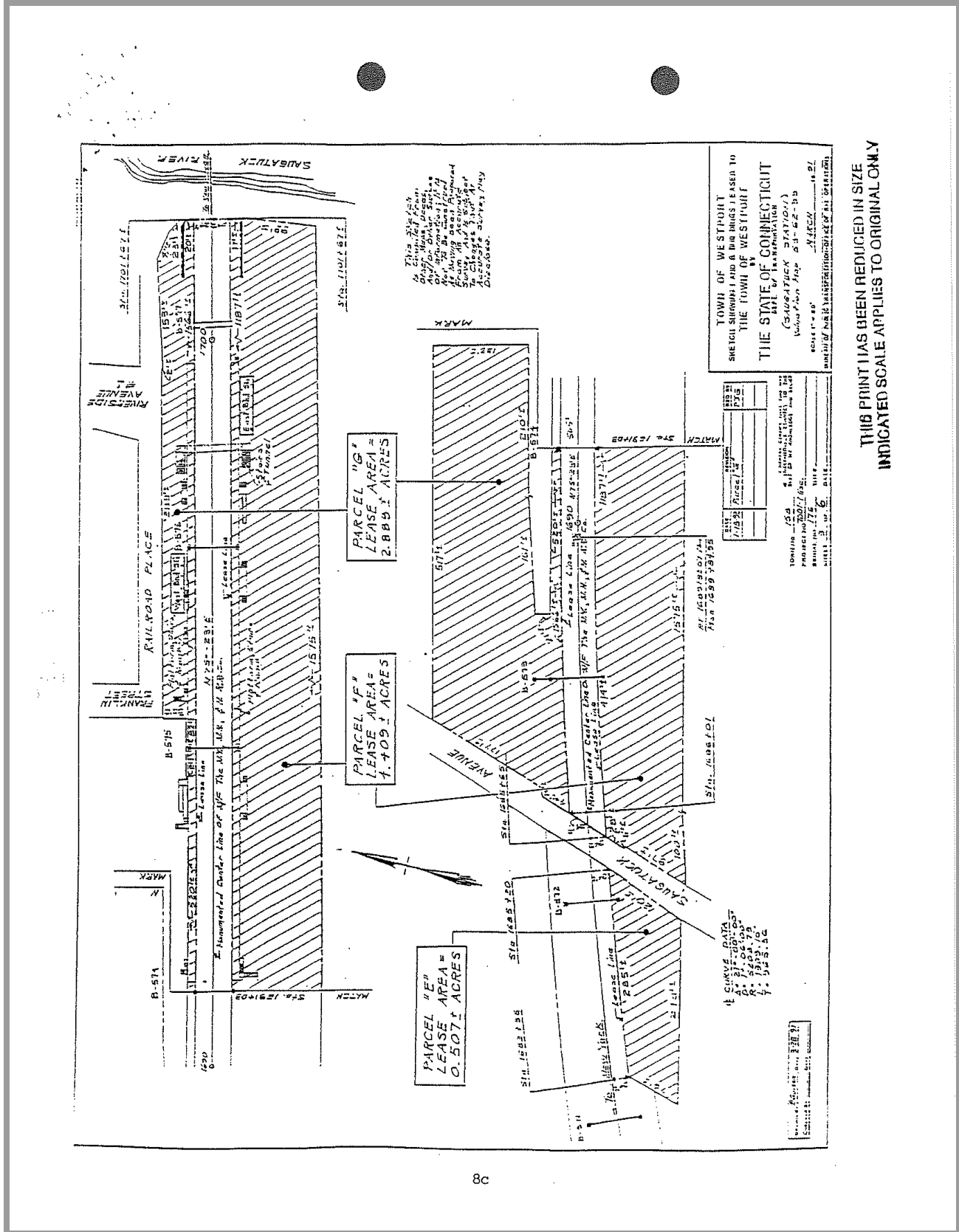
TOWN OF WESTPORT
SKETCH SHOWING LAND LEASED TO
THE TOWN OF WESTPORT
BY
THE STATE OF CONNECTICUT
DEPT. OF TRANSPORTATION
GOVERNOR JOHN DAVIS LODGE TURNPIKE
(Limited Access Highway)
SCALE 1"=40'
MARCH 1991
BUREAU OF PUBLIC TRANSPORTATION, OFFICE OF RAIL OPERATIONS

TOWN NO. 15 B
PROJECT NO. 7001-H/SG
SERIAL NO. 176
SHEET 2 OF 6
DATE _____ TITLE _____ DATE _____

DATE	REVISION

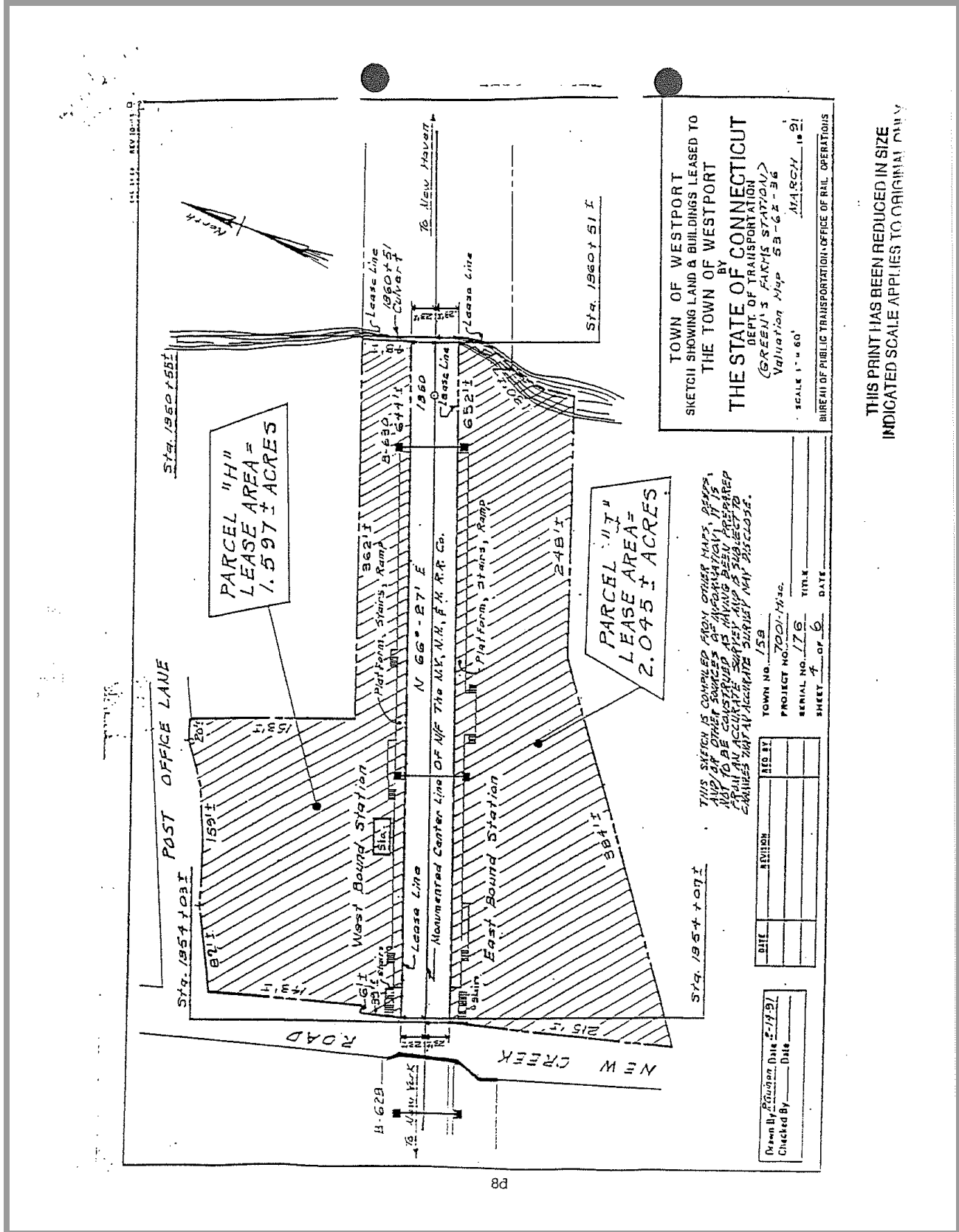
Drawn by: George Dineen 3-7-91
Checked by: _____ Date _____

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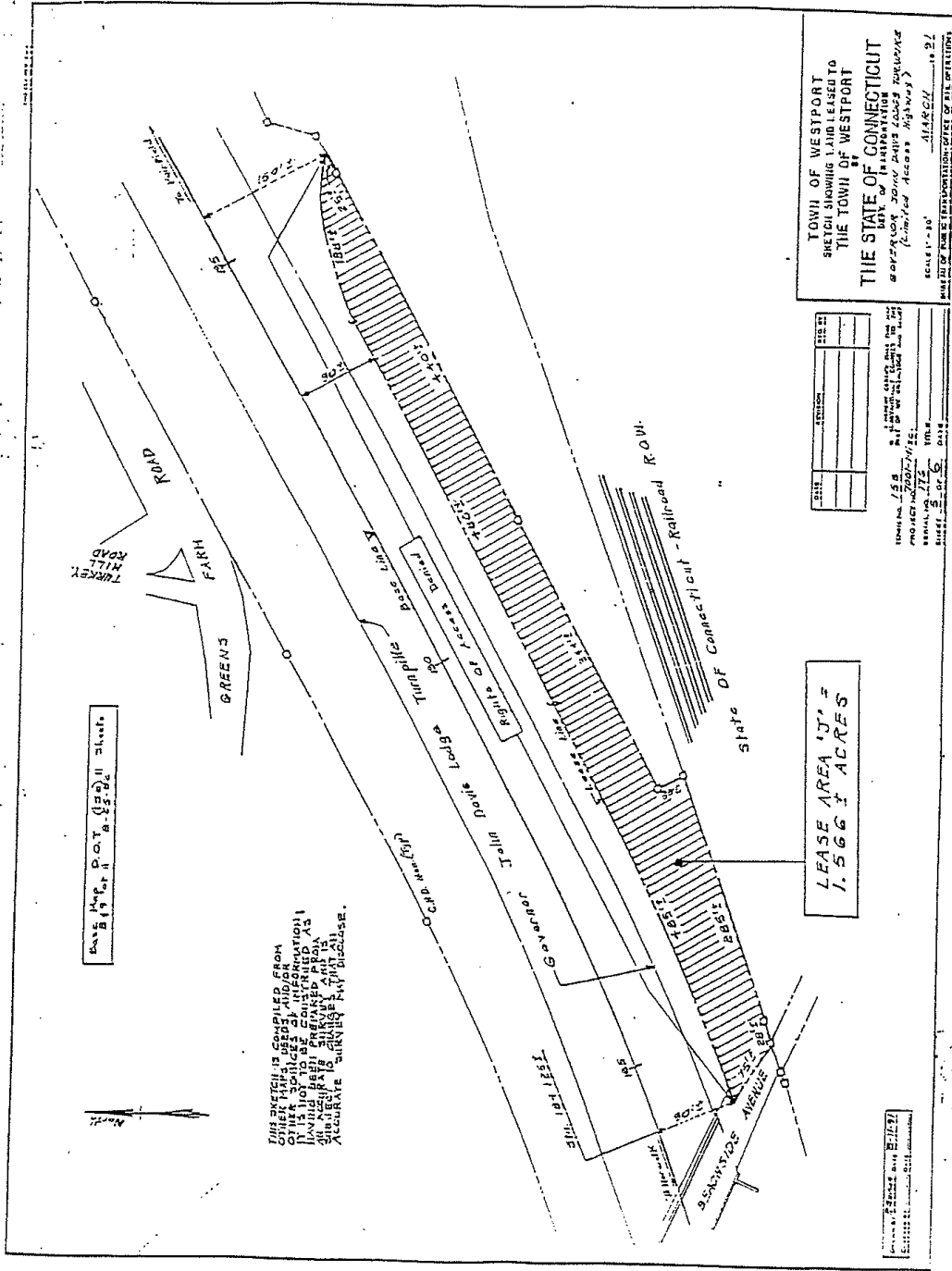
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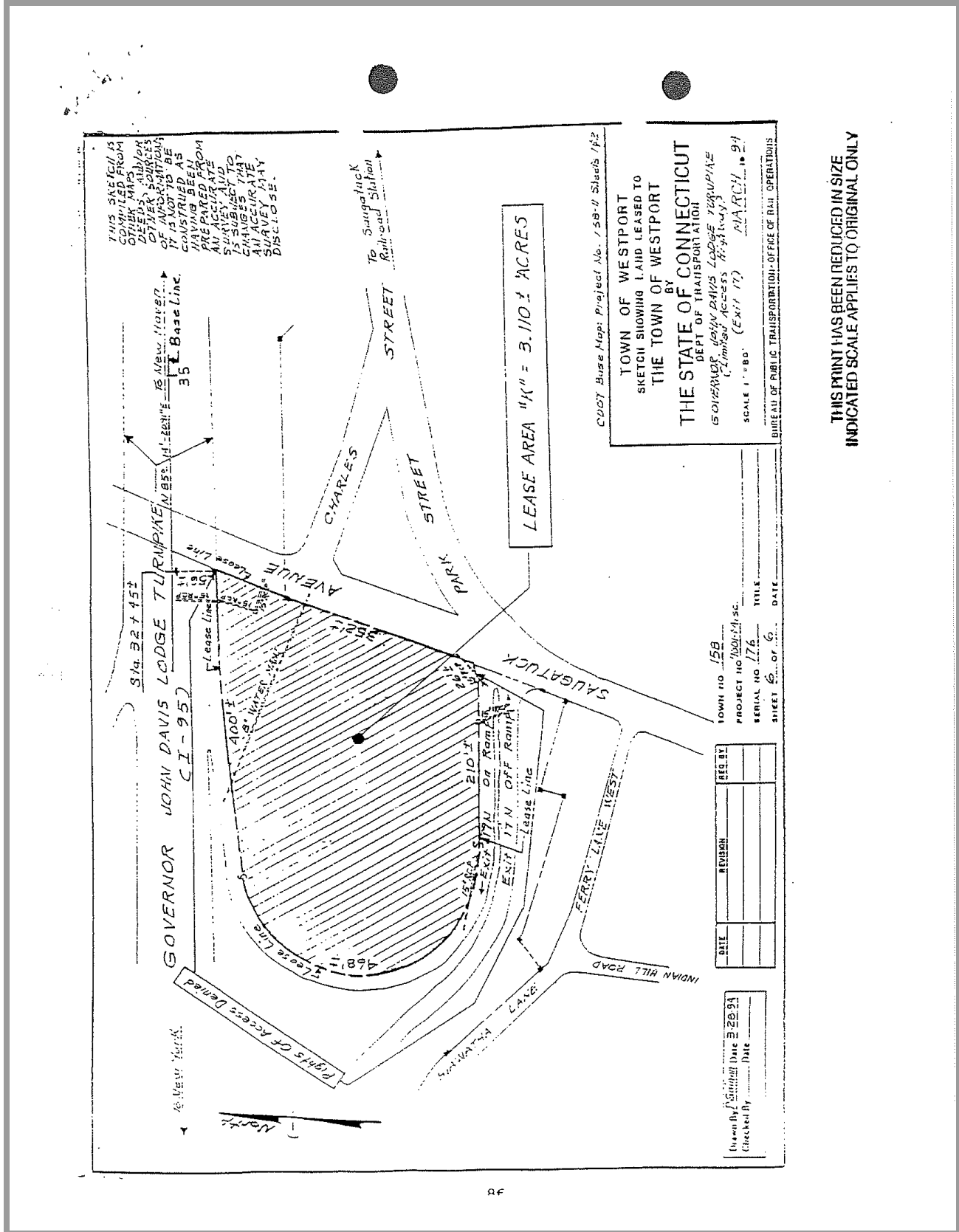


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BOOK 1133 PAGE 0323



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CODT Base Map: Project No. 158-11 Sheet 142

TOWN OF WESTPORT
 SKETCH SHOWING LAND LEASED TO
 THE TOWN OF WESTPORT
 BY
 THE STATE OF CONNECTICUT
 DEPT OF TRANSPORTATION
 GOVERNOR JOHN DAVIS LODGE TURNPIKE
 (Limited Access Highway)
 SCALE 1" = 80' MARCH 1994
 BUREAU OF PUBLIC TRANSPORTATION-OFFICE OF RAIL OPERATIONS

LEASE AREA "X" = 3.110 ± ACRES

TOWN NO. 158
 PROJECT NO. 700-24-ISC
 SERIAL NO. 176
 SHEET 6 OF 6
 TITLE _____
 DATE _____

DATE	REVISION	REV. BY

Checked By _____ Date 3-20-94
 Checked By _____ Date _____

THIS PRINT HAS BEEN REDUCED IN SIZE
 INDICATED SCALE APPLIES TO ORIGINAL ONLY



WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

RECEIVED
APR 08 2011
BUREAU OF PUBLIC
TRANSPORTATION

April 5, 2011

Certified No. 7003 1010 0001 5507 7032
Return Receipt Requested

James Redeker, Acting Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

RE: Lease Agreement No.3.29-02(01) dated January 1, 2002 (the "Lease")
State of Connecticut, Department of Transportation and the Town of Westport
Rail File No. (158) 7001-Misc-176

Dear Commissioner Redeker:

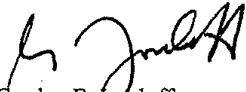
The term of the above described Lease expires on June 30, 2011.

Reference is made to paragraph 1 of the Lease which states the following:

" The term of this Lease is for a ten (10) year period of time commencing July 1, 2001, to and including June 30, 2011, with the Second Party having the right to renew said term by prior written notice to the State, for two (2) additional successive ten (10) year periods of time."

In accordance with the above, the Town of Westport hereby exercises its option to renew and to extend the term of the Lease for two (2) additional successive ten (10) year periods of time. Accordingly, the term of the Lease shall be extended up to and including June 30, 2031.

Sincerely,


Gordon F. Joseloff
First Selectman

APR 08 2011
77

GFJ:ps
cc: Also sent to P. O. Box 317546, Newington, CT 06131-7546
Eugene Colonese, Administrator of Rail Operations, 50 Union Ave., New Haven CT
Deputy Chief Dale Call, Westport Police Department

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038
E-mail: selectman@westportct.gov • Website: www.westportct.gov

Exhibit 8

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Exhibit 9

Railroad Parking Fees at Metro North Train Stations

Data as of July 10, 2023

Note: Sales tax is added to all applicable fees

Town	Station	Annual Fee 1 Car	Annual Fee 2 Cars	Daily	Wait list fee	Other	Source
Westport	Saugatuck and Greens Farms	\$400 per year (Reflects BOS April 2023 increase from \$350)	\$500 per year (Reflects BOS April 2023 increase from \$350)	\$6 per day until 3 PM (Reflects BOS April 2023 increase from \$5)	\$35.00 one time fee		https://www.westportct.gov/government/departments-a-z/police-department/railroad-parking/faq-s
Fairfield	Fairfield Center	\$375 per year		\$6.50 per day until 5 PM			https://www.fairfieldct.org/dayparking and https://www.fairfieldct.org/permiparking
	Southport	\$275 per year		\$6.50 per day until 5 PM			https://www.fairfieldct.org/dayparking and https://www.fairfieldct.org/permiparking
Norwalk							

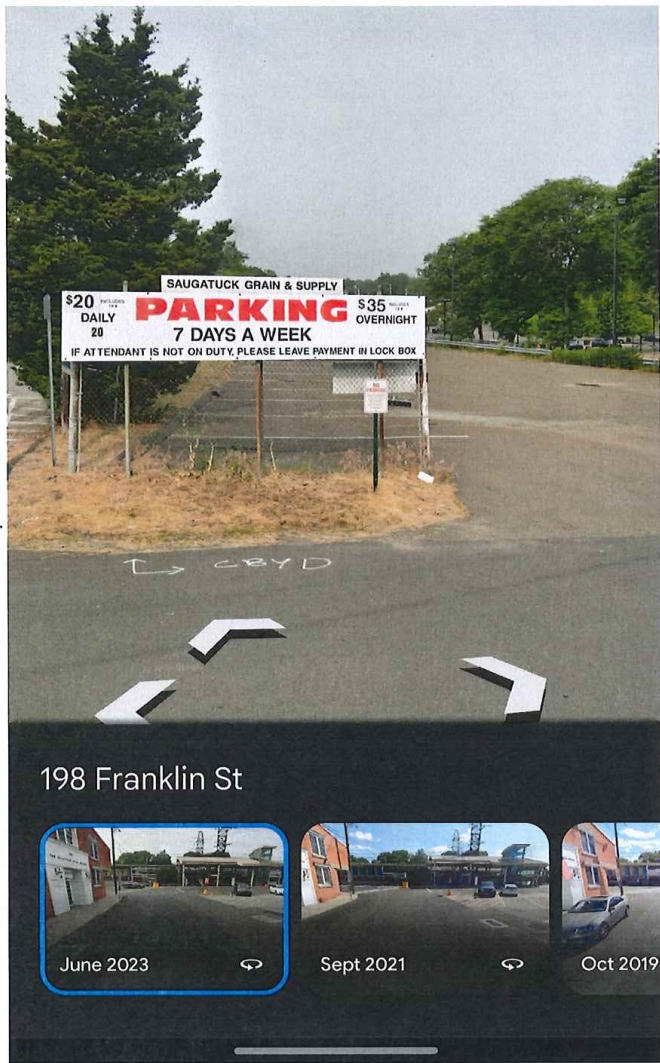
<p>South Norwalk (equivalent to \$1,188 per year)</p>	<p>\$99 per month</p>	<p>\$12 per day</p>	<p>Rates between \$25/ month and \$89 per month for other Parking Authority lots near station http://www.norwalkpark.org/faq</p>
---	-----------------------	---------------------	--

Town	Station	Annual Fee 1 Car	Annual Fee 2 Cars	Daily	Wait list fee	Other	Source
	East Norwalk	\$70 per month (equivalent to \$840 per year)		No daily parking during the week; \$8.00 per day on week-ends			http://www.norwalkpark.org/faq
	Rowayton	\$350 per year.		\$7.00 per day until 4:00 plus \$3.35 per transaction if paid by smartphone app		Can have up to five cars on one permit but only one car can park can park at a time	https://www.r6fd.com/train-station/
Darien	Darien	\$400 per year		\$4.00 per day until 3:30 or \$65 monthly pass	\$10 per year	Has one Town owned lot, open only to Town residents	http://www.darientc.gov/railroad-station-parking
	Noroton Heights	\$400 per year		\$4.00 per per day until 3:30 or monthly pass \$65	\$10 per year		http://www.darientc.gov/railroad-station-parking

Town	Station	Annual Fee 1 Car	Annual Fee 2 Cars	Daily	Wait list fee	Other	Source
Stamford	Main Line	\$70 per month (equivalent to \$840 per year)		\$8 per day for 16 hours, \$10 per day for 24 hours		Currently no public parking at station. Public lots in area range from \$80 to \$90 per month for residents (Equivalent to \$960 to \$1,080 per year) and from \$90 to \$110 for non-residents (equivalent to \$1,080 to \$1,320 per year)	https://www.stamfordct.gov/government/operations/transportation-traffic-parking/parking/public-parking-facilities-and-rates
	Springdale and Glenbrook	\$50 per month of residents (equivalent to \$600 per year) and \$98 per month for non residents (equivalent to \$1,176 per year)		\$4.00 per day		On the New Canaan branch line	

Town	Station	Annual Fee 1 Car	Annual Fee 2 Cars	Daily	Wait list fee	Other	Source
Greenwich		\$456 to \$720 per year					
	Greenwich	depending on lot location and resident status		\$9 up to 12 hours			https://www.greenwichct.gov/572/Parking-Permits
	Cos Cobb	\$456		\$7			
	Riverside	\$456		\$7			
	Old Greenwich	\$456		\$7			
New Canaan					\$10		
	Downtown	\$624 per year		No daily parking allowed before 1:15 PM; free thereafter		Separate waiting lists for Downtown and Talmadge Hill	https://www.newcanaan.info/departments/parking_bureau/resident_parking_permits.php
	Talmadge Hill	\$474 per year		No daily parking allowed before 1:15 PM; free thereafter		Separate waiting lists for Downtown and Talmadge Hill. Currently no waiting list for Talmadge Hill	https://www.newcanaan.info/departments/parking_bureau/resident_parking_permits.php

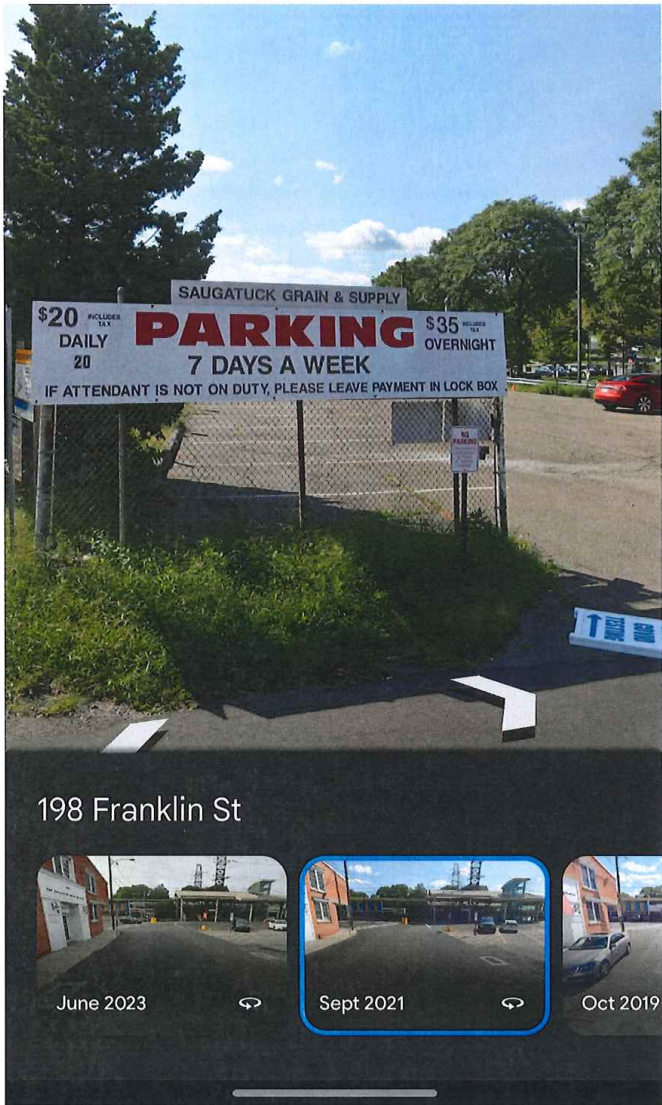
Exhibit 10
Saugatuck Grain Parking Fees



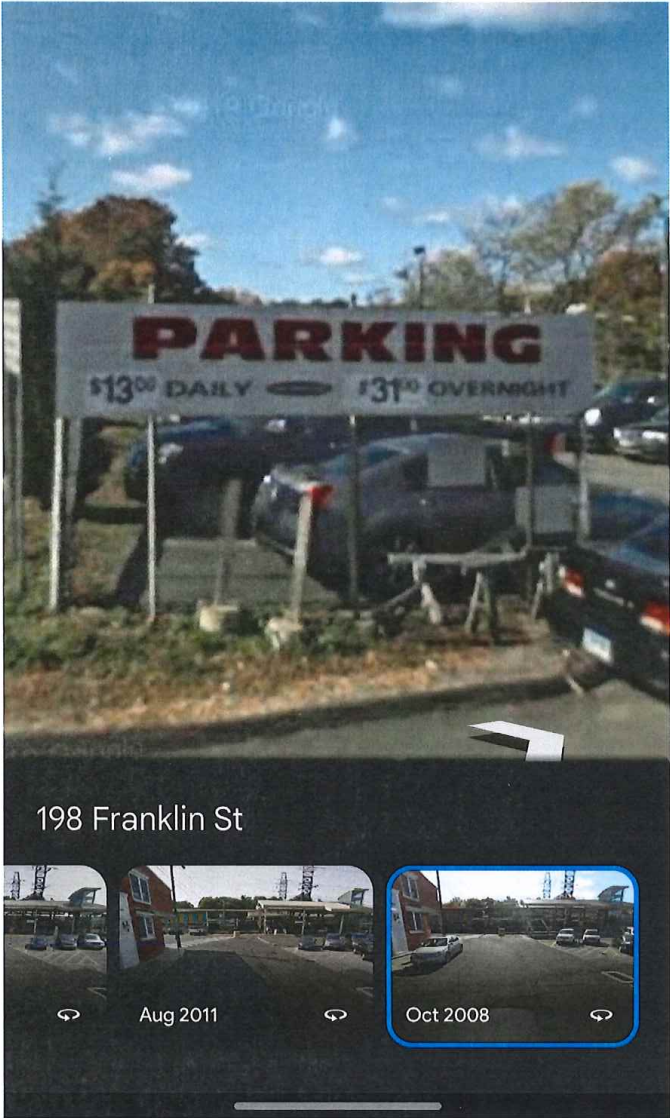
Saugatuck Grain Railroad
Parking Lot Fees

June 2023

Source: Google Street View



Saugatuck Grain Railroad
 Parking Lot Fees
 September 2021
 Source: Google Street View



Saugatuck Grain Railroad
 Parking Lot Fees

October 2008

Source: Google Street View

Exhibit 11

Railroad Parking Fee Report

From: Cruz, Joyce <jcruz@westportct.gov>
Sent: Monday, July 10, 2023 5:11 PM
To: Gold, Peter <pgold@westportct.gov>
Cc: Farrell, David <dfarrell@westportct.gov>
Subject: RE: Daily Railroad Parking

A total of 2353 single permit have been purchased. 674 to Non Westporters and 1679 to Westporters.
A total of 391 Multi permits have been purchased. 103 to Non Westporters and 289 to Westporters.

**DAILY RAILROAD PARKING FEES
JAN 1, 2023 TO JUNE 30, 2023**

Street/Location	Violation Type	Citation Count
G1 GF RR LOT 1	RR Parking Fee*	5,447
G3 GF RR LOT 3	RR Parking Fee*	44
Total GF Daily Parking Fees		5,491
S1 SAUGATUCK RR LOT 1	RR Parking Fee*	2,641
S2 SAUGATUCK RR LOT 2	RR Parking Fee*	3,467
S3 SAUGATUCK RR LOT 3	RR Parking Fee*	3,147
S4 SAUGATUCK RR LOT 4	RR Parking Fee*	3,969
S8 SAUGATUCK RR LOT 8	RR Parking Fee*	2,299
Total Saugatuck Daily Parking Fees		15,523
Total Daily Parking Fees		21,014

Joyce Cruz
Parking Operations Manager
Railroad Parking Division
50 Jesup Road
Westport, CT 06880
Phone: 203-341-6052

Exhibit 12

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Exhibit 13**Railroad Parking Lease Permits Railroad Parking Fees to Be Used for Transit**

Section 8 of the Railroad Parking Lease permits the Town to set railroad parking fees. While the State has the right to review and approve any and all parking fees which exceed \$100 per year, to the best of our knowledge, the State has never exercised its right to review parking fees.

Section 5(a) of the Railroad Parking Lease provides that all revenue collected from railroad parking fees and other railroad operations (e.g., the leases to Donut Crazy and Avis) be deposited in the Railroad Station Operating Fund. Sections 5(b) and 5(c) of the Railroad Parking Lease provide that the Operating Fund shall be used for railroad station operations and operating and maintenance expenses "associated with railroad station operations." Section 5(c) of the Railroad Parking Lease goes on to state that each year fifty percent of any amounts remaining in the Operating Fund after these expenses have been paid shall be given to the Town "to be used without limitation". Under Section 5(c), the remaining 50% goes into a Capital Improvement Fund. Section 5(d) of the Railroad Parking Lease provides that if there is a surplus in the Capital Improvement fund at the end of every five year period, half of the surplus may be withdrawn by the State with the remaining half rolled over into the Capital Improvement Fund for the next five year period. See Exhibit 14 for a flowchart for the railroad parking funds.

Exhibit 14
Railroad Parking Lease
Funds Flow Chart

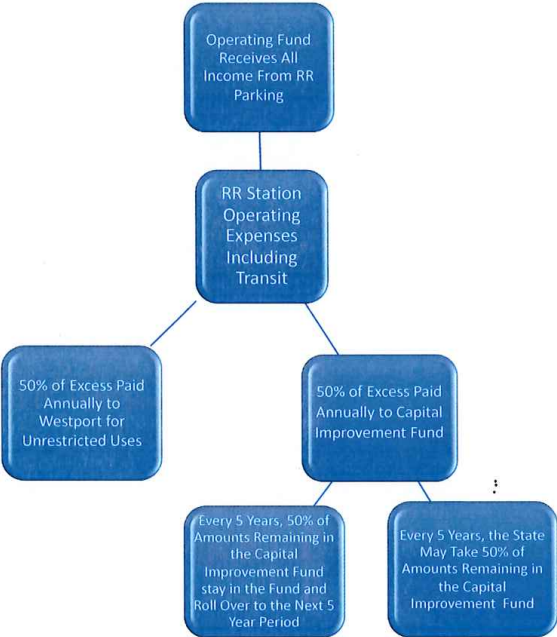


Exhibit 15

From: Bordiere, Craig M [<mailto:Craig.Bordiere@ct.gov>]
Sent: Tuesday, August 26, 2014 8:15 AM
To: Susan Prosi
Cc: Jankovich, Richard T
Subject: FW: Westport Bus Study – Fact Check – Input Requested by 8-27-14
Importance: High

Hello Sue.

With respect to the CDOT/Town lease for their operation and maintenance of the state-owned rail assets at the Saugatuck and Green's Farms rail stations, the Town, as you know, has broad latitude in that Agreement to effect its requirements. The Town has authority to establish an annual operating budget and use annual station parking and other rental revenues to cover the various day-to-day, related expenses.

On its face, ground transportation/shuttle bus services would be considered an operating expense. If the Town were interested in expanding shuttle type service as an amenity to patrons of either facility, it could decide to do that. Funding for existing and expanded service should be covered by annual parking/rental revenues and included in the operating budget.

With respect to excess rail parking/rental revenue that may accrue after each operating year, per Agreement, the Department and Town effectively split the amount. Although the Town is in possession of the state's 50%, it requires authorization/approval from our division to utilize it – namely for projects/services etc related to the stations. The Town is free to utilize its 50% share of the net revenue as it sees fit – whether at/for the stations or other parts of Town.

In attempt to answer your question, "yes" the EXCESS revenue – CDOT portion – could be used to support bus/shuttle expenses. However, it would look first for such expenses to be addressed in the operating budget for the given operating year. The Town too, could decide to use its excess, if deemed necessary, to support the costs, without our approval/concurrence.

Hope this helps.
Craig

Craig M. Bordiere

Transportation Supervising Rail Officer
Connecticut Department of Transportation
Bureau of Public Transportation
Office of Rail Operations
50 Union Avenue, 4th Floor

Westport Bus Operations and Needs Study | Final Report – Preliminary Draft (revised 9/1/14)
Prepared by AECOM for South West Regional Planning Agency

New Haven, CT 06519

(o) 203.497.3356
(f) 203.497.3394
craig.bordiere@ct.gov

From: Susan Prosi [<mailto:prosi@swrpa.org>]
Sent: Monday, August 25, 2014 5:36 PM
To: Bordiere, Craig M
Subject: Westport Bus Study - Fact Check - Input Requested by 8-27-14
Importance: High

Hello Craig,

We are just about to issue the revised preliminary draft Westport Bus Study Final Report, and I'd like to confirm with you that use of excess rail parking revenue can be used to support bus and shuttle services to Saugatuck, subject to CTDOT approval.

I've attached the most relevant pages beginning with Section 3.4.6 Funding, followed by Section 4.0 implementation plan which includes extension of am and pm peak shuttle hours (short term) and rail/downtown connector (short term...after hours extension). Cost estimates are provided in Table 4-1 on page 59. The attachment covers pages 55 - 59. If you'd like the full revised preliminary draft Final Report, I will provide it to you. There will be some more changes. And, we are not releasing the report for technical or stakeholder review until it is ready.

Norwalk Transit (Nancy Carroll), SWRPA (Floyd Lapp and I) and AECOM (Dave Sampson) are meeting on this edition of the draft Final Report on Thursday morning at 10:30 am after the South Western Region MPO meeting.

Your input on this is very important. I'd most appreciate your assistance.

Thank you,
Sue

Sue Prosi
Senior Transportation Coordinator
South Western Regional Planning Agency
888 Washington Boulevard - 3rd Floor
Stamford, CT 06901
(P) 203.965.4972
(F) 203.316.4995
(E) prosi@swrpa.org

Westport Bus Operations and Needs Study | Final Report - Preliminary Draft (revised 9/1/14)
Prepared by AECOM for South West Regional Planning Agency

Exhibit 16



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Peter Gold, Chair, RTM Transit District Committee

From: Gail Kelly, Assistant Town Attorney *G.K.*

Date: January 7, 2015

Re: Lease Agreement between the State of Connecticut, Department of Transportation and the Town of Westport dated January 31, 2002 ("Railroad Lease)

Letter dated August 26, 2013 from Craig Bordiere of the Connecticut Department of Transportation (CDOT Letter).

You have asked whether funds on deposit in the operating fund which is established pursuant to the provisions of the Railroad Lease may be used to support shuttle bus services to the Greens Farms and/or Saugatuck Railroad Stations. Having reviewed the terms of the Railroad Lease, the shuttle service could be considered an expense relative to the railroad station operations. Accordingly, the Town could, if it chose to, budget the expenditure and charge the operating fund accordingly. It should be noted that historically these funds have been fully utilized for direct railroad station operations and parking requirements.

I also agree with Mr. Bordiere that there are three sources available to support shuttle bus services if the Town wishes to do so. The first being the operating fund, the second being the Town's 50% share of any surplus in the operating fund; and the third being the State's 50% share which is deposited into a capital improvement fund and which could be available subject to the State's approval.

Please let me know if you need anything further.

cc: James S. Marpe, First Selectman

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1040 • (203) 341-1179 • Attorney@westportct.gov

FA

The New York Times <https://www.nytimes.com/2022/06/02/opinion/california-parking.html>

FARHAD MANJOO

We've Got to Stop Requiring Parking Everywhere

June 2, 2022



By Farhad Manjoo
Opinion Columnist

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There are more registered vehicles in California than there are adult human beings. This isn't especially anomalous — vehicles outnumber people who can drive them in much of the United States — but the mismatch is particularly absurd in the nation's most populous and most car-obsessed state, where people and cars have long been locked in a largely invisible battle for the same precious resource: places to park themselves.

For California's people, the problem is acute. In part because of a longtime undersupply of new housing, California's cities are some of America's least affordable places to live; less than 25 percent of households can afford to purchase a median-priced single-family home in the state.

Housing for cars, on the other hand, is abundant and cheap — often, it's free for the taking. A recent study estimated that there are around 15 million parking spots in the San Francisco Bay Area. That's nearly two spots for every person in the region, and 2.4 spots for every car. The Bay Area devotes about 20 percent of its incorporated land area to parking and roadways, a statistic that sounded unbelievable to me until I looked up the same number for Los Angeles County. Go up to the Griffith Observatory, near the Hollywood sign, and look out at the vast expanse of the city of angels. Then realize this: About 41 percent of everywhere the light touches is space for roads and parking. Los Angeles County devotes about 200 square miles of space — about nine Manhattans — for parking alone.

I wish I could tell you that California's parking glut is an outlier, but it's true in many parts of the country. And I wish I could say that all this space was lost inadvertently — that, as Joni Mitchell put it, you don't know what you've got 'til it's gone.

In fact, we paved paradise on purpose. After World War II, cities around the country adopted planning rules that required developers to build new automobile parking spots every time they built new places to live and work. These parking minimums have increased over time. In the 1930s, Los Angeles County required developers to build one parking space per single-family home; today, among other rules, the county requires two parking spaces per home, two per 2-bedroom apartment, one spot for every 250 square feet of retail space and one for every 400 square feet of office space.

Transportation experts have been calling attention to the disastrous effects of these rules for more than a decade, and in the last few years dozens of cities have eliminated or reformed their minimum-parking regulations. Now California, the state that in many ways set the standard for America's car-dependent lifestyle, could be on the verge of reforming parking statewide. One bill moving through the state Legislature would prohibit cities from enforcing most minimum parking requirements near public transit, while a competing bill would give developers greater leeway in avoiding the rules. I hope legislators in my state adopt the former, stricter version of these measures, but even the more lenient one would be a significant improvement on the status quo, and would enshrine in our urban code a truth that has too long been ignored: Cities should be built for people, not cars.

There are many obvious arguments against minimum parking rules. Donald Shoup, a professor of urban planning at the University of California, Los Angeles, whose book "The High Cost of Free Parking" sparked much academic interest in the excesses of parking when it was first published in 2005, points out that the rules raise real estate costs. Parking is expensive — one study found that building-structured on-site parking added nearly \$36,000 to the cost of building one unit of low-income housing in California. In some places these costs become truly staggering. The Walt Disney Concert Hall, home to the Los Angeles Philharmonic, has a seating capacity of 2,265 in its main hall, and when it was completed in 2003 it had cost roughly \$274 million to build. Its six-story underground parking garage has space for nearly as many cars — 2,188 — and cost an additional \$110 million to build. That is, parking represented more than a quarter of the project's nearly \$400 million total cost.

You might argue that all this parking space is necessary — how else are people in a car-dependent metropolis like Los Angeles going to get to Disney Hall without driving and parking there? But by requiring parking spaces at every house, office and shopping mall

— while not also requiring new bike lanes or bus routes or train stations near every major development — urban-planning rules give drivers an advantage in cost and convenience over every other way of getting around town. We need all that parking at Disney Hall because, thanks to all that parking, we've made driving the city's default way of going anywhere.

There are other ways parking wrecks the urban fabric. It creates its own sprawl — the more endless, often empty parking lots between businesses, the less walkable and more car-dependent the city becomes. Because pavement sucks up ambient heat, parking also creates enormous urban “heat islands” that intensify the effects of global warming. And requiring parking worsens inequality. Because people whose income is less tend to drive less and use transit more, they're essentially being forced to pay for infrastructure they don't need — while wealthier car drivers get a break on the true costs of their car habit. “People who are too poor to own a car pay more for their groceries to ensure that richer people can park free when they drive to the store,” Shoup has written.

Laura Friedman, the California assembly member who authored AB 2097, the more far-reaching of the parking reform proposals, told me that her bill gives people an economic incentive to choose other ways to get around.

“We should be building housing that gives people a choice — you can have an apartment with one parking space for X dollars, with two spaces for more dollars, or with no spaces for fewer dollars,” she said.

Friedman's bill recently passed the State Assembly, and now heads to the Senate. Its prospects there are uncertain. Last year a similar version of her bill never made it out of the Senate Appropriations Committee. This year, the chair of that committee, State Senator Anthony Portantino, has put forward his own parking bill. It would allow developers to skirt parking rules under certain conditions, including if they choose to build a certain number of affordable housing units in their projects. Portantino told me he thinks his bill offers more flexibility for city planners and developers. It recently passed the Senate, and now it heads to the Assembly.

The politics in California around housing and transportation are thorny.

Still, with two possible ways to curb the disaster of required parking, California is closer than ever to minimizing one of its worst urban mistakes. I hope lawmakers have the courage to get it across the finish line.

Office Hours With Farhad Manjoo

Farhad wants to chat with readers on the phone. If you're interested in talking to a New York Times columnist about anything that's on your mind, please fill out this form. Farhad will select a few readers to call.

The Times is committed to publishing a diversity of letters to the editor. We'd like to hear what you think about this or any of our articles. Here are some tips. And here's our email: letters@nytimes.com.

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Farhad Manjoo became an Opinion columnist for The Times in 2018. Before that, they wrote the State of the Art column. They are the author of "True Enough: Learning to Live in a Post-Fact Society." [@fmanjoo](#) • Facebook

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The New York Times

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Peter Coy

The Case for Ending Free Parking

June 14, 2023



By Peter Coy

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People waste time and gasoline cruising for free on-street parking. Some put chairs or traffic cones out to mark spots that they claim as their own. Fights over spots have ended in homicide. Delivery vans double-park because there's no room at the curb. Garbage bags fill sidewalks because, again, there's no room at the curb.

The parking problem has an economic origin and an economic solution, which is why I'm writing about it. (Not to win an argument with my wife, who insists on cruising for a spot on the street when I prefer to give up and park in a garage.)

The origin of the parking problem is that on-street parking is free or underpriced. The solution is to charge or charge more. The ideal amount to charge is whatever it takes to reduce demand such that most of the spots on a block are used but there's usually one or two available for drivers who come along and need to park.

This isn't a new idea. What is new is that it's being embraced by cities around the world. Cities that have begun to charge market prices for on-street parking include Baltimore; Boston; Calgary, Alberta; Los Angeles; Mexico City; Milwaukee; Pittsburgh; San Francisco; Seattle; and Washington, D.C. (But not, ahem, New York City, where 97 percent of its three million curb spaces are unmetered.) More city leaders and ordinary

citizens are rejecting the conventional wisdom that free parking at the curb is some kind of inalienable right. Better yet, they're coming up with politically achievable ways to change things.

To learn more about the latest thinking, I interviewed Donald Shoup, an urban planning professor at U.C.L.A. and the unofficial national dean of parking, and I read an entertaining book on the topic, "Paved Paradise: How Parking Explains the World" (2023), by the journalist Henry Grabar. I also read pieces from Bloomberg's CityLab, the economics blogger Joseph Politano and the Federal Highway Administration, among other sources.

A 2005 book by Shoup, "The High Cost of Free Parking," recommended using parking meter revenue to improve public services on the blocks where the meters are as a way to build local support for them. It also recommended removing requirements for new residential or commercial buildings to supply certain amounts of off-street parking. Those legal minimums have the unintended — or sometimes intended — effect of discouraging the construction of affordable housing.

Shoup likes to point out that the car-width strips of land on the sides of streets are an immensely valuable asset that is handed out by cities free, but on one condition: You have to use it to store your car while you aren't driving it. "Street parking is theft" is the mantra of Shoupistas, as disciples of Shoup call themselves.

Shoup has a bachelor's degree in electrical engineering (1961) and a doctorate in economics (1968), both from Yale. I asked him how his economics training drew him to parking. He tried to get me off the topic, thinking that readers would be more interested in the practicalities of changing parking rules, but I pressed him. He told me his thinking was shaped by Yale's James Tobin, who went on to win a Nobel in economic sciences and for whom Shoup worked as a teaching assistant.

"Parking spots are the most frequently rented piece of land," Shoup told me. "It's a spot market. To think that there's a spot market in land and it works so badly. It ought to be, like, a very functional spot market."

"The key to success in urban planning is to get the prices right for everything," Shoup added, channeling Tobin. He said he was also impressed by the Harvard economist John Kenneth Galbraith, who condemned "private opulence and public squalor." Money raised by charging for parking can tap private opulence to reduce public squalor, Shoup said.

Defenders of free curb parking say charging would hurt lower-income drivers. That's true in certain cases. On average, though, people with one or more cars have more money than

people who don't have cars. Plus, some of the revenue from the meters could go to help lower-income drivers pay for public transportation — which would have the side benefit of improving the quality and frequency of subways and buses.

Another objection is that charging for parking would push retail business to the suburbs, where parking would be more likely to remain free. Again, true in certain cases. But not charging means that nearly every space downtown is filled nearly all the time. Not being able to park at all discourages shoppers even more than a meter would. The alternative to using price to ration spots is to put so much parking space around buildings that street fronts look like a hockey player's smile: lots of missing teeth.

In March, The Journal of Planning Education and Research published an article by Shoup that made the case for so-called parking benefit districts (something he also wrote about for The Times in 2018). The districts are zones of cities that collect money from parking meters on their streets and use it to improve local services such as sidewalk cleaning, tree planting and graffiti removal. He included a calculation of the potential gains from such a district on the Upper West Side of Manhattan. The cheapest off-street parking in the area that he found was \$35 a day. If the entire area were metered at that price, the net annual revenue would come to \$114 million, he calculated. "Should 111,000 households forgo \$114 million a year for public services to provide free but hard-to-find curb parking for a small minority of the residents?" he asked.

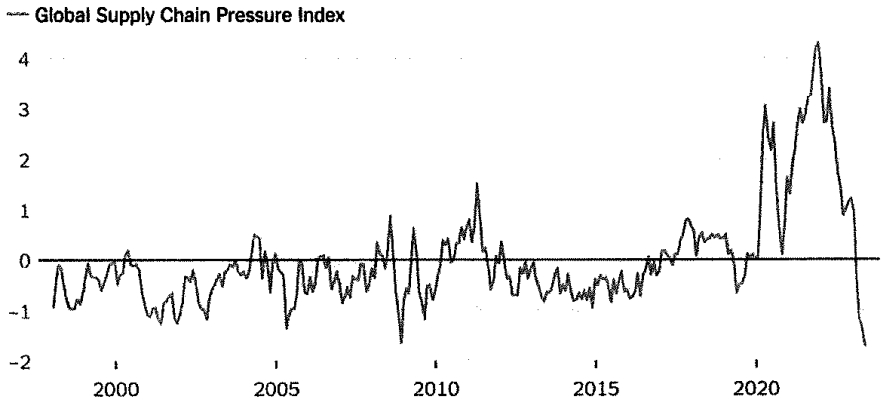
I asked Shoup if he was optimistic. He is. "Most of the success I've had is due to journalists," he said. "The basic ideas are very simple, and most journalists are smarter about getting an idea into circulation than I am." He particularly credited Grabar, the author of "Paved Paradise": "It's a fantastic book, and it's getting wonderful reviews." Change can happen — one meter at a time.

Elsewhere: Good News on Inflationary Pressures

The Covid-19 pandemic raised inflation by snarling supply chains for goods production. That's over. The Global Supply Chain Pressure Index of the Federal Reserve Bank of New York hit a record low in May. The index covers China, the euro currency area, Japan, South Korea, Taiwan, Britain and the United States. Readings for all regions were below their historical averages in May. Ups and downs in the index "are associated with goods and producer price inflation in the United States and the euro area," the New York Fed says.

Bottlenecks? What Bottlenecks?

Supply-chain pressures are the lowest in records going back to 1998.



The index scale is standard deviations from the average value
Source: Federal Reserve Bank of New York • By The New York Times

Quote of the Day

“The world will never starve for want of wonders; but only for want of wonder.”

— G.K. Chesterton, “Tremendous Trifles” (1909)

Peter Coy has covered business for more than 40 years. Email him at coy-newsletter@nytimes.com or follow him on Twitter. [@petercoy](https://twitter.com/petercoy)

A version of this article appears in print on , Section A, Page 19 of the New York edition with the headline: A Fight Over Parking Spaces Is a Good Idea

EXHIBIT 17C

The New York Times <https://www.nytimes.com/2023/03/07/business/fewer-parking-spots.html>

SQUARE FEET

Awash in Asphalt, Cities Rethink Their Parking Needs

Local leaders across the nation are overhauling parking requirements for developers, scaling back the minimum number of spots for shopping centers and apartment complexes.

By Jane Margolies

Published March 7, 2023 Updated March 9, 2023

Spying an empty spot in a parking lot, a driver flicks on the turn signal and steers the car into the space. This little maneuver happens so often across the country that it's done almost without a second thought.

But now, the humble parking spot is suddenly a hot topic. Scrutinizing their parking regulations, cities across the nation are rolling back requirements for new development.

The United States has about two billion parking spots, according to some estimates — nearly seven for every car. In some cities, as much as 14 percent of land area is covered with the black asphalt that engulfs malls, apartment buildings and commercial strips.

The fact that the country is awash in parking spots stems from America's longstanding love affair with the car, compounded by arcane zoning codes that mandate off-street parking for real estate projects.

But paving over paradise, to paraphrase Joni Mitchell, is now being blamed for a number of societal woes, including the housing crisis, climate change and the rise in fatalities among pedestrians and cyclists.

The idea that the country has an overabundance of parking may come as a surprise to residents of big cities like Chicago, New York and Washington, where drivers are routinely hunting for a spot, and sometimes even get into fights over parking spaces. Some worry that rolling back mandates may make it even harder to find that coveted spot.

But in city after city, minimum parking requirements, as they are called, are being struck down, thrilling progressives and real estate developers alike. "It's snowballing," said Jeff Speck, a city planner and the author of "Walkable City: How Downtown Can Save America, One Step at a Time."

Despite pushback from some residents not ready to share their favorite spot, hundreds of cities, from Gainesville, Fla., to Anchorage have overhauled their parking requirements. Dozens have repealed them; 15 in 2022 alone.

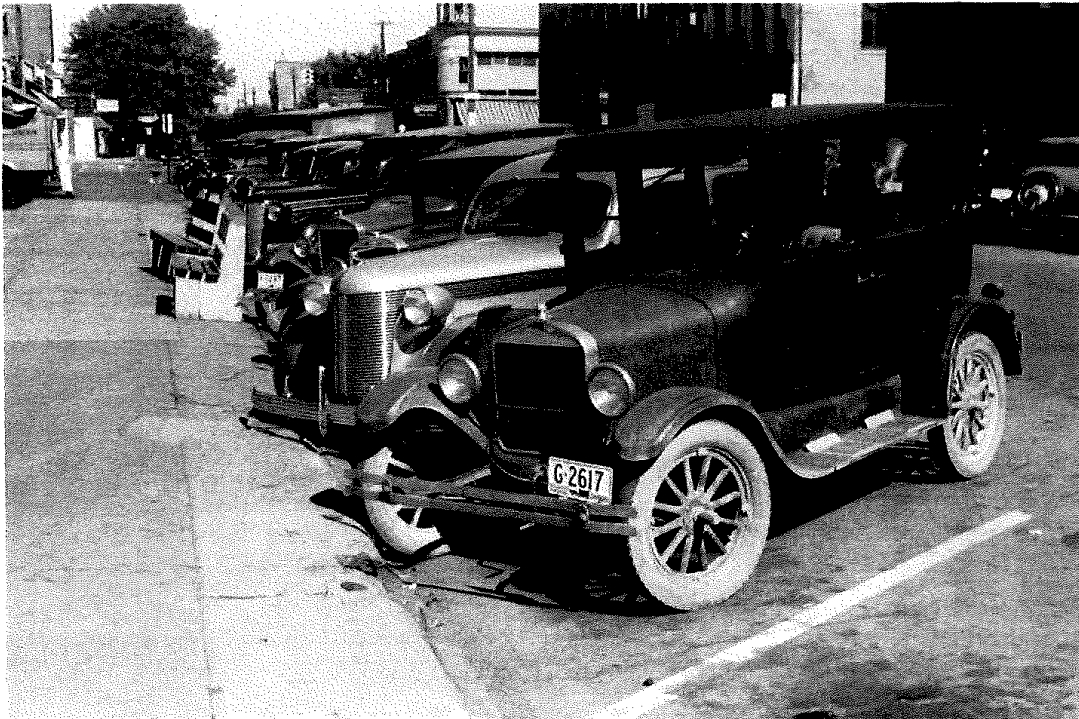
Changes in work modes may be coming into play: The rise in popularity of remote and hybrid work arrangements means fewer office workers are commuting daily, decreasing the need for parking.

Priscilla Barolo of Carmel, Calif., found she no longer needed a parking spot when she started her own consulting business from home, giving up a communications job at Zoom — and a commute that took an hour each way, which cut into the time she spent with her two young sons. "Remote is going to be

my future,” Mrs. Barolo said.

The move to reduce parking lots has particular relevance for real estate. “We think it’s the future,” said Dirk Aulabaugh, an executive vice president at Green Street, a real estate analytics firm.

Off-street parking sprang up in the 1920s with the rise in car ownership. Concerned that there would not be enough curb space for vehicles, towns and cities started to require that stores or apartment complexes provided parking for customers and tenants.



Cars parked in Plain City, Ohio, in 1938. Off-street parking sprang up in the 1920s with the rise in car ownership. Library of Congress

In the postwar period, when Americans were in thrall with the automobile and the federal government unfurled highways across the land, parking minimums were enshrined in zoning codes to ensure that Americans would always find a paved parallelogram waiting for them at the end of their trip.

The rules were exacting: one parking space per apartment, for example, or one for every 300 square feet of a commercial building. It all sounded scientific, but these ratios were not based on any verifiable data about how many spaces were needed, said Donald Shoup, a professor of urban planning at the University of California, Los Angeles, who has been railing since the 1970s against the requirements, which he calls a pseudoscience.

Nevertheless, towns copied the rules from other towns until the requirements were codified across the country, and people started to think of free parking as a right. No wonder there’s even a spot for it on

the Monopoly board.

But parking mandates encourage car ownership and use, Mr. Shoup said. They pockmark downtowns with stretches of asphalt that separate businesses and spread out cities, leading to more driving, and more parking, even in areas with mass transit.

The mandates also constrain developers, who need to allot precious space to parking, driving up costs that are often passed on to tenants and customers. Even a basic, stand-alone parking structure costs nearly \$28,000 per spot on average, not including land, said Rob McConnell, a vice president at WGI, an engineering firm. And underground parking costs twice as much, he added.

Some developers would include space for parking even if it was not mandated, believing the success of their projects depended on it. Others petition for variances, a time-consuming undertaking.



Buffalo eliminated mandates in 2017, leaving it up to developers to figure out how much parking to provide. George Etheredge for The New York Times

Officials in Buffalo decided there had to be a better way. In 2017, the city eliminated minimum parking mandates for new developments, leaving it up to developers to figure out how much to provide. A 2021 study revealed that after the repeal, new major developments overall had 21 percent fewer spaces than the minimum parking mandates would have required.

And projects in Buffalo that might not have been feasible before the repeal suddenly were, including one with affordable apartments that was built, coincidentally, on a former parking lot.

Other cities — seeing that “the sky did not fall,” as Mr. Shoup put it — followed suit. Some reduced minimum requirements, others did away with them altogether and still others went so far as to set parking maximums, according to the nonprofit group Parking Reform Network, which has been tracking the moves. Instead of parking, some developers provided allowances for mass transit and bike use or rental-car-sharing arrangements.

Overturning the requirements is not the only way parking lots are being refashioned. There have been efforts to landscape them with plants to absorb rainfall rather than letting it run off, which can cause flooding. The greenery can also reduce heat radiating from the asphalt. Some lots have been transformed into parks, while others are topped with solar panels to provide power as well as shade.

Not everyone is a fan of the reforms. Those with disabilities need to be able to park close to where they are going, Mr. McConnell of WGI said. Much of the time, however, objections to repealing minimums come from homeowners who fear their neighborhoods will be overrun with cars.

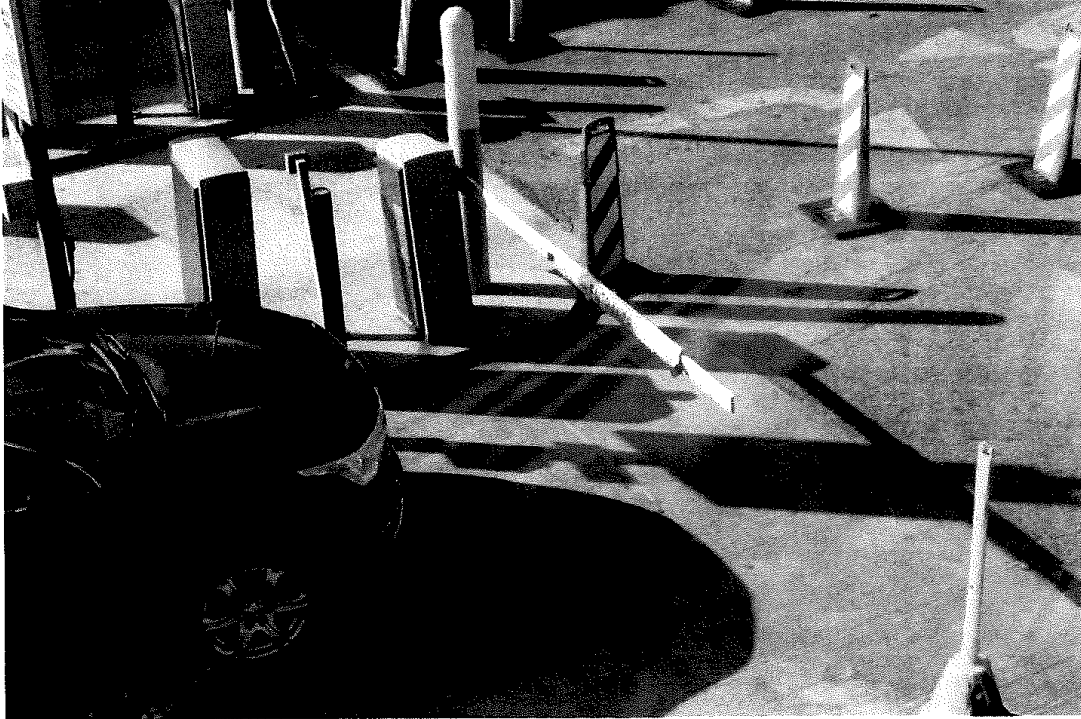
In South Boston, mandates were increased in 2016. Last year, Miami reinstated minimum parking requirements. “This is not a pedestrian and bicycle city,” said one commissioner who complained of people parking in front of his house.

But the momentum is in the other direction, driven in part by a housing shortage, which has prompted officials to explore ways to ease construction requirements and make homes more affordable.

In December, San Jose, Calif., became the largest U.S. city to eliminate parking minimums, and Bend, Ore., repealed its minimums this year.

In some cities, the amount of parking may already exceed demand, according to a 2018 inventory commissioned by the Research Institute for Housing America, part of the Mortgage Bankers Association. The survey showed that there were 19 parking spots per household in Des Moines, and that in Jackson, Wyo., there were 27 spaces for every home.

There's action at the state level, too. California recently capped parking in cities with robust mass transit, and Oregon capped it for cities of a certain size. In New York, a bill in committee would prevent cities, villages and towns from imposing exclusionary zoning, including parking minimums.



Parking garage provided by the municipality in the downtown area of Elizabeth, N.J. Ben Sklar for The New York Times

And legislation introduced at the national level, known as the Yes in My Backyard Act, would require recipients of certain federal funds to show that they were eliminating or reducing barriers to affordable housing, including off-street parking requirements.

“We need more housing, we need more density in certain cities,” Mr. Aulabaugh of Green Street said. “Converting parking or lowering the parking requirement, that’s how you get there.”

Even on Black Friday, traditionally the busiest shopping day of the year, there may be more than enough parking spaces for shoppers now that so many people buy presents online during the holiday season. To raise awareness of the glut, the nonprofit organization Strong Towns started a #BlackFridayParking social media campaign; every November, photos of half-empty lots are tagged. Indeed, outer edges of lots around malls are now being regarded as a kind of land bank for future development.

Those parking spots may not be missed when they’re gone, given the decline in car ownership among millennials coupled with changes in transportation modes, including ride-hailing, car-sharing, and electric bikes and scooters.

Dr. David Rosen, a physician who specializes in sleep disorders, doesn’t need a parking spot when he bikes from his home in Tenafly, N.J., to a hospital in the Bronx where he works in an intensive care unit once a week. “Arriving by bike is a fantastic feeling,” he said.

A correction was made on March 9, 2023: Using information from an author of a study on minimum parking requirements in Buffalo, N.Y., an earlier version of this article misstated the study's findings. The study found that a repeal of the requirements resulted in a 21 percent decline in parking spaces of new major developments overall, not only among developments that had reduced parking.

A version of this article appears in print on , Section B, Page 4 of the New York edition with the headline: Awash in Asphalt and Mindful of Societal Woes, Cities Rethink Parking Needs

Westport RTM Transit Committee Meeting Report, July 17, 2023

Town Hall Room 201

Agenda:

- To discuss a request by two members of the RTM (Ross Burkhardt and Harris Falk) to review the Board of Selectwomen's April 26th action to raise railroad parking fees.

In Attendance:

RTM Transit Committee Members

- Kristin Schneeman, Brien Buckman, Ross Burkhardt, Rachel Cohn, Peter Gold, Nancy Kail, Sal Liccione, Dick Lowenstein, Liz Milwe, Claudia Shaum

Others

- RTM members Harris Falk, Jeff Wieser, Andrew Colabella, Jimmy Izzo, Lou Mall
- Foti Koskinas, Dave Farrell (Westport Police Dept.); Ira Bloom (Town Attorney)
- Members of the public: Jennifer Johnson

The Transit Committee met in-person on July 17th to consider a request by two members of the RTM (Ross Burkhardt and Harris Falk) to review the Board of Selectwomen's (BOS) action in April to raise railroad parking fees. According to Section C4-6 of the Town Charter, the RTM can review and modify fees for the use of Town property. Assistant Town Attorneys Eileen Flug had originally indicated this request was not appropriate, saying the establishment of railroad parking fees are not considered to be "regulations" under C4-6. Upon review of the extensive background research provided by the petitioners, her opinion changed, and she stated that "as an amendment to the Railroad Parking Regulations, fee changes are appealable to the RTM." This review and education process took some time, resulting in a delay between the petitioners' original request and the holding of this committee meeting.

The petitioners presented a brief overview of their lengthy briefing materials at the meeting. On April 26th, for the first time since 2011, the Board of Selectwomen raised railroad parking fees from \$5 to \$6 for daily parking and from \$325 to \$400 for annual permits (\$400 to \$500 for multi-space permits).

The petitioners submitted three proposed resolutions, to:

1. Increase the daily railroad parking fee from the current \$5 per day to \$7 per day;
2. Increase the annual railroad parking fee from the current \$325 per year to \$415 per year for single spaces and from \$450 to \$515 for two cars; and
3. Recommend that the funds raised from the fee increases, over and above those already approved by the BOS, be provided to the Westport Transit District (WTD).

They claimed these higher fees are still reasonable relative to other stations on the New Haven line and to market-rate parking; they are in line with inflation. The additional fees would amount to c. \$83,100 this year; there is evidence to support the use of railroad parking fees for transit services (and in fact there had been direct subsidies in the past).

Chief Foti Koskinas of the Westport Police Department, which manages railroad parking, addressed the BOS's increase in fees, saying they were overdue and necessary in the current environment of reduced demand for railroad parking, and to support other projects such as lot and sidewalk improvements and new bus shelters. He indicated that even with the BOS's fee increase, if parking levels don't recover further, the WPD may need to come back for a supplemental appropriation.

Questions and comments of RTM members focused on:

- **Timing.**
 - On the one hand, this is a rare opportunity to raise funds for transit that hinges on the BOS's action to raise parking fees, which hasn't happened for more than a decade. On the other hand, significant changes are coming to the Transit District, which will likely have to merge with a larger district within a year or so, making specific services and costs in the future unclear.
 - Some members were frustrated that all these proposals to raise fees were not discussed in the context of this year's budget process, and that this request for RTM review took two months to make it to a committee hearing while questions about its legality were hashed out.
 - The proposals would make additional fee increases retroactive to July 1st, which some saw as confusing and unfair for people who had already purchased annual permits. Some ideas were discussed to address this, including making the additional increases effective 7/1/24.
- **Use of funds.**
 - While the RTM can amend the BOS's decision on fees, it can only recommend, not require, that additional funds be dedicated to the WTD. If the additional fee increases were approved, the WTD can request them from the Board of Finance (BOF). Currently the BOF has been disinclined to even recommend the WTD's full budget request, let alone any increases, though the RTM has regularly overruled their decisions (and most members present expressed their general support for the WTD's budget and activities).
 - The question was asked whether the BOS's fee increase was necessary to cover the current year's Railroad Parking budget, which has funds in reserve, and why WTD couldn't benefit from some of those reserves and/or the funds from the BOS fee increase.
- **Accountability and authority.**
 - Some felt the funds raised wouldn't be adequate to address current and near-future major transportation and transit issues as large developments come online. A number of members repeated calls for the Administration to take a more active role in and responsibility for transportation and transit planning and budgeting, rather than leaving the WTD and the RTM to address these issues without executive leadership and support.

Motions were made and votes were held on the three amendments:

1. Sal Liccione moved and Ross Burkhardt seconded. 4 in favor (Burkhardt, Gold, Liccione, Lowenstein), 5 opposed (Buckman, Cohn, Schneeman, Kail, Shaum), 1 abstention (Milwe)
2. Dick Lowenstein moved and Sal Liccione seconded. 4 in favor (Burkhardt, Gold, Liccione, Lowenstein), 5 opposed (Buckman, Cohn, Schneeman, Kail, Shaum), 1 abstention (Milwe)
3. Ross Burkhardt moved and Sal Liccione seconded. 3 in favor (Burkhardt, Liccione, Lowenstein), 4 opposed (Cohn, Schneeman, Kail, Shaum), 2 abstentions (Buckman, Milwe), 1 recusal (Gold).

Respectfully submitted,

Kristin Schneeman
Chair, Transit Committee
August 22, 2023