TOWN OF WESTPORT ARCHITECTURAL REVIEW BOARD TUESDAY, SEPTEMBER 26, 2023

Board Members Present: Ward French, Chairman, Vesna Herman, Jon Halper. Staff: Donna Douglass Minutes from the July26, 2023 meeting were approved.

1. **1620 Post Road East:** Proposed façade renovation (Pacel ID # H09//177/000, H09//176/000, H09//174/000) submitted by Rick Hoag, Frederick W. Hoag Architect for property owned by 1620 PRE-Associates, LLC located in a GBD/A/IHZ zone.

Appeared: Rick Hoag

Mr. Hoag said the application is for renovations to the "Redicut" building. Essentially, the building will be split from east to west, Redicut will remain with improvements and the eastern portion of the building will be renovated. The eastern portion will be a golf simulator club on the second level with a restaurant and terrace above. Loading for Redicut will be reorganized so it won't interfere with driving range activity. Basically, it will be cleaned & fixed up and the east portion of the building re-clad.

- Recladding the siding with fiber cement panels
- New front façade curtain wall system with some sliding glass panels and decorative aluminum architectural fin lighting
- Main entry is on the east side
- Interior elevator access to the upper levels and golf deck
- Outdoor dining and bar on raised roof deck serviced by a ground floor kitchen
- Clean up and paint south elevation and west elevation for Redicut
- Siding will parged and painted where necessary
- Main parking area at rear of building

Jon Halper asked about the fins on the front façade. Mr. Hoag said they are Levelux perforated aluminum fins that house LED lighting that glows. Mr. Halper said it's an operable wall, he was curious how it would be used as it just opens to the front parking lot. Mr. Hoag said it gives people the ability to spill out on the sidewalk at the front.

Vesna Herman verified that the current front façade has 3 entrances at slightly different levels. Mr. Hoag said they would repour the front slab and balance it with site work to make the renovated portion of the building on one level. Landtech balanced the site for them.

Ms. Herman verified that the window lighting fins project 3 feet. She asked if the aluminum canopy was for signage and was told no. She asked if the elevator would be used to carry food and customers upstairs. Mr. Hoag said yes, it is not fine dining. Ms. Herman asked about the canopy on the top level. Mr. Hoag said it's a steel canopy that looks like wood that covers the

bar area. Ms. Herman asked if there would be canvas on top and was told yes, close to the bar to protect from light rain. She verified that the top floor structure was not visible anywhere.

Ward French said he liked what was being done, it is successful even without bringing up the other half of the building. Mr. Hoag said they are treating it as 2 buildings. A heavy wall separates the 2 facades. The façade will be cleaned up. He thought it would look pretty complimentary. Mr. French was still concerned about the condition; the metal window framing is oxidized. Mr. Hoag said it would be cleaned up.

Mr. French asked if anything else is happening on the property. Mr. Hoag said there had been an 830-g application for a 5-story building at the rear of the property. Rick Redniss was able to do a text change to allow for 10 townhouses instead. Mr. French said the renovation was a bold statement and thought it was a good job.

Jon Halper said it is a modest restrained building and with the skeleton retained, it still relates to Redicut. The new design is successful, and he supports it.

Vesna Herman said it is a statement building, different and visually pleasing. She said, regarding the relationship to the Redicut building, if there is a way to make it more crisp, it will make your building look better. She supported the new design.

APPLICATION IS RECOMMENDED FOR APPROVAL AS PRESENTED (Unanimous)

2. **36 Riverside Avenue:** Proposed façade renovations (Parcel ID #C09//103/000) submitted by Julie Verni, for property owned by Scotti Pietro TR & Janine TR, located in a GBD zone.

Appeared: Julie Verni, Architect

Ms. Verni said the site, the former Da Pietro Restaurant, is currently a vacant restaurant with an apartment above. There is a proposed change of usage to an all-residential use. The building currently has a single pane glass storefront with an outside staircase to the second level apartment. The proposal includes:

- Changing the main level front façade by replacing the storefront with smaller residential windows
- Applying brick siding to front facade
- Providing doors in the front elevation to access each level
- Enclosing the outside staircase
- Decorative stain glass window in front façade peak
- Changes and additions to window locations using Anderson double pane domestic windows

Ward French thanked Ms. Verni for her thorough presentation.

Ms. Herman asked how they will handle the connection of the front elevation brick veneer to the existing side wall materials. Ms. Verni said the bricks will stand just proud of the building's sides. Ms. Herman asked if they wouldn't have enough shingles to apply to the new front façade. Ms. Verni said the shingles will be used to patch the rest of the building. Ms. Herman asked why they are using brick and was told to match the existing neighboring buildings. Ms. Herman asked if they would be repainting the whole building. Ms. Verni said they would leave the shingles as is for now.

Jon Halper said this is a commercial building with an apartment; is it now a residential building and does it still fall into ARB perview? Board members were told that since there are zoning issues, the ZBA needs ARB approval before reviewing it. Ward French asked what the variances are and was told for coverage and setback. Jon Halper had no more questions.

Ward French said the side staircase looks a little off balance. Ms. Verni said they enclosed the staircase with minimal effect to the 2nd floor and to preserve a river view. Mr. French asked if the staircase had an asphalt shingle roof and was told yes. He said the pitch of the roofline could be a concern, the shingles might not perform. He asked how the side-by-side entrance doors will be treated. Ms. Verni said they are Anderson fiberglass painted to match the windows.

Vesna Herman said it is now a charming shingle building. It still has side shingles, but the front vocabulary is totally different, in style and materials, an applique. It does not make it better. The roof to the second floor might have technical issues. Updating is a good idea but why the new brick vocabulary? I would like to see this go forward but question why you are doing some of the things you propose.

Jon Halper said this is a primary entrance to downtown Westport, it is a charming little 100+ year old colonial structure. It looks New Englandy. What you are proposing does not, on too many levels. From the horizontal transom windows to the entranceway, the composition and the brick façade are not appropriate for this location. I can't support this.

Vesna Herman agreed.

Ward French said we will not be able to pass this application. He suggested they also reconsider the handling of the staircase.

THE APPLICATION IS NOT RECOMMENDED FOR APPROVAL. APPLICANTS ARE ASKED TO TAKE THE BOARD'S COMMENTS INTO CONSIDERATION AND RETURN (Unanimous)

ARCHITECTURAL REVIEW BOARD APPLICATION REVIEW AND RECOMMENDATION

ARB review and recommendation is required prior to Planning and Zoning Commission or Zoning Board of Appeals hearings. This review provides required design review for proposed projects prior to zoning or variance approval. Application should be submitted in accordance with deadline posted on meeting calendar (2 weeks prior to meeting) to the HDC Office, Room 108. Additional materials may be requested for presentation at the meeting.

ne meet	COMMERCIAL BUILDING CONST SPECIAL PERMIT USE	TRUCTION OR A			
	SIGNAGE		Submission Date: 11/13/2023		
1.	170 Riverside Avenue, Property Address				
	(As listed in the Assessor's records)		Α.		
2.	Property PID#_C08032000		Zoning District: A		
3.	Owner's Name:Town of Westport BOI	E/First Selectman	Daytime Tel #: 203.341.1111		
	Owner's Address: 110 Myrtle Ave., Wes	tport, CT 06880	E-mail: jtooker@westportct.gov		
4.	Agent's Name (if different): Anna Rycenga,	LANDTECH	Daytime Tel #:203.454.2110 ext. 350		
	Agent's Address: 518 Riverside Ave., Wes	stport, CT 06880	E-mail: arycenga@landtechconsult.com		
5.	Zoning Board of Appeals Case # (if any) N/A				
6.	Existing Uses of property: Use of building is for WPAL sports storage, concession stand (snack bar meeting rooms, offices, score keep area, and observation area				
7.	Reason for this Request:	s, offices, score Reep	area, and observation area		
	ARB review for the proposal of the renov 8-24 referral recommendation by the Pla		is on Town of Westport property and the mmission on 4/3/2023.		
Anna Rycenga, SAPM		See attached le	etter dated 3.03.2023		
Applicant's Signature (If different than owner)		Owner's Signature (If the applicant is unable to obtain the signature of property owner, a letter of authorization signed by the property owner may be submitted instead.			
Archite	ectural Review Board Recommendation:				
Chair	's Signature <u>:</u>		Date:		

LANDTECH

Civil Engineering · Site Planning Environmental Science & Engineering Structural Engineering · Land Surveying Permit Coordination & Management Construction Management & Financing

November 13, 2023

Mr. Ward French, Chairman Westport Architectural Review Board and Members of the Board Town of Westport Town Hall 110 Myrtle Avenue Westport, CT 06880

Re: PJ Romano Field Clubhouse, 170 Riverside Avenue, Westport, CT.

Dear Chairman Ward and members of the Architectural Review Board:

On behalf of our client, the Westport Police Athletic League (WPAL), I am hereby submitting the supporting documents for your review for the PJ Romano Field Clubhouse located at 170 Riverside Avenue, Westport. The following documents are included for your review:

SUPPORTING DOCUMENTS

- 1. ARB application dated November 13, 2023;
- **2.** Authorization letter dated March 3, 2023 WPAL from Ms. Jennifer Tooker, Westport First Selectwoman;
- 3. Town of Westport Lease Agreement dated July 1, 2022;
 - a) Exhibit A (included in Lease Agreement)- Premises Leased to WPAL;
 - b) Exhibit B (included in Lease Agreement) Building Inspection Report dated April 21, 2022 prepared by Michael Frawley; Westport Superintendent of Facilities;
- 4. Lease extension pursuant to Section 5c of the lease agreement dated May 11, 2023;
- 5. Beinfield Architectural Plans dated September 25, 2023, Sheets:
 - a) A0.01 Life Safety Plan
 - b) A1.00 Site Plan
 - c) A1.01 Basement/First Floor Plan
 - d) A1.02 Second Floor/Roof Plans
 - e) A2.01 Exterior Elevations
 - f) A3.01 Building Sections
 - g) A9.01 3D Massing
- **6.** Westport Planning & Zoning Commission Municipal Improvement CGS §8-24 favorable report dated April 4, 2023.
- 7. Public Site & Building Committee minutes/approval dated September 14, 2023.
- **8.** ZLS A-2 Survey prepared by LANDTECH, Sheet SV-1.0 reflecting existing conditions and topography dated July 21, 2008 last revised March 14, 2023;



9. ZLS Site Development Plan prepared by LANDTECH, Sheet SV-1.0 reflecting proposed clubhouse and topography dated July 21, 2008 last revised October 16, 2023.

WPAL

WPAL was established in 1948 and is one of Westport's eldest youth organizations. WPAL is a tax-exempt, nonprofit charitable organization as described in Section 501(c)(3). The WPAL serves over 2,900 youth through the WPAL Athletics Programs each year, provides undergraduate scholarships, and offers many activities for the Westport Community.

HISTORY

The current one-story field clubhouse was constructed in 1936 and WPAL entered into a 51-year lease with the Westport Board of Education (BOE) to utilize the clubhouse in June 1969. At that juncture, it was used for sports film sessions, WPAL meetings, storage of sports equipment and a concession stand. The concession stand has not been in operation for approximately 8 years.

The current fuel source is oil.

DESCRIPTION

The Town of Westport is the proprietor of the property, which consists of 23.15 +/- acres in size and situated in a Residential A Zone. The leased area of the clubhouse is approximately 0.32 acres and 0.09 acres of shared parking. The lower parking lot associated with Saugatuck Elementary School is in the Flood Zone "AE", the clubhouse is in Flood Zone "X" outside the 100-year floodplain due to its higher elevation at approximately elevation 18'. A portion of the site is within the Waterway Protection Line Ordinance (WPLO) jurisdiction of the Conservation Department.

The property currently has 5 buildings on the parcel:

- 1. The Field Clubhouse;
- 2. Saugatuck Elementary School;
- 3. Kings Highway Elementary School;
- 4. Kings Highway Elementary School Modular Classroom and;
- 5. Residential Dwelling.

The Town of Westport and WPAL entered into a Lease Agreement dated July 1, 2022 and includes Exhibits A & B. Exhibit A replicates an aerial photograph of the leased premises and the shared parking. Exhibit B is a Building Inspection Report dated April 21, 2022 prepared by Michael S. Frawley, Westport Superintendent of Facilities. His report demonstrates the existing structure is in need of a major renovation with several major deficiencies. This report also embraces photos of the current conditions of the clubhouse.

WPAL's plan is to demolish and rebuild the existing Field Clubhouse. The proposed clubhouse is designed by Mr. Bruce Beinfield, Architect and Founding Principal of Beinfield Architecture. It consists of 2-stories with an ATV storage with garage doors. The use of the building is for sports storage, concession stand (no prepared foods), meeting rooms, cubicle offices, score keep area, and an observation area for WPAL only. The building is proposed to be ADA Compliant and Handicap Accessible in accordance with the existing building codes.

Zoning variances will be required from the Zoning Board of Appeals prior to submission for a Special Permit/Site Plan approval from Planning & Zoning Commission. The total site coverage is over the allowable 25% total coverage, the clubhouse will be slightly larger, and the height will be 2-stories/25' over allowable number of stories for an Accessory Structure (1 story/16' permitted).

Funding for the improvement of the clubhouse will not be funded by the Town of Westport, State of Connecticut and or Federal monies, rather it will be privately funded and not be used for Municipal Use.

In conclusion, the existing field clubhouse is a dilapidated building that is in such disrepair that its strength and stability is less than a new building. Its current condition endangers the health, safety and property of the public. Therefore, it meets the public need to ensure public safety, health, and welfare is maintained for the Town of Westport residents, WPAL and all the children involved in the WPAL Sport Youth Programs.

I hope you find all the information helpful and please contact me if you have any questions or need any additional information at 203.454.2110 ext. 350 or ARycenga@landtechconsult.com.

Respectfully submitted,

Anna M. Rycenga,

Sr. Administrative Project Manager

Enclosures

Sent via email

cc: Peter Romano, Principal LANDTECH
Corporal Craig Bergamo, WPAL President
WPAL Board of Trustees
WPAL Clubhouse Building Committee
Jennifer Tooker, First Selectwoman
Fotios Koskinas, Westport Police Chief
Mary Young, P&Z Director
Steve Smith, Building Official
Terry Dunn, Fire Marshal



March 3, 2023

To Whom It May Concern:

The Westport Police Athletic League Inc. and/or its representatives is/are hereby authorized, on behalf of the Town of Westport, to apply for and obtain whichever permits may be necessary from all appropriate town departments for the renovation of the Doubleday Field House at PJ Romano Athletic Field located at 170 Riverside Avenue.

All construction must be conducted in accordance with the terms of the Lease Agreement between the Town of Westport and The Westport Police Athletic League Inc. dated July 1, 2022, a copy of which is available in the Town Attorney's Office.

Very truly yours,

Jennifer S. Tooker First Selectwoman

Cc: Mary Young, Director, Planning and Zoning Department

Lease Agreement

THIS LEASE, dated as of the 1st day of July, 2022, is entered into between the Town of Westport, a Municipal Corporation chartered and existing under the laws of the State of Connecticut, acting herein by its First Selectwoman, hereunto duly authorized (hereinafter called the "LESSOR") and The Westport Police Athletic League, Incorporated, with an address at 50 Jesup Road, Westport, CT 06880 (hereinafter called the "LESSEE"), acting herein by its President, duly authorized.

I. PREMISES

- a. Leased Premises. The LESSOR hereby demises and leases unto the LESSEE and the LESSEE hereby leases from the LESSOR for the term and subject to the LESSEE's covenants and upon the rental terms and conditions hereinafter specified, the Doubleday Field House located at the PJ Romano Athletic Field at Saugatuck Elementary School, together with the lawns, driveway, and walkways surrounding the field house (together, the "Premises"), located at 170 Riverside Avenue, Westport, Connecticut. The Premises are defined to include only the marked area depicted as "Leased Premises" on the attached Exhibit A entitled "170 Riverside Avenue, Westport, CT, Premises Leased to Police Athletic League, Inc." The Premises shall be delivered to LESSEE in "as is" condition with no covenants by LESSOR.
- b. Town Right of Way. The LESSOR reserves for itself, throughout the Term, a right of way over the Premises in the area within the dashed lines shown as "Town Right of Way" on the Exhibit A. The LESSEE shall keep the Town Right of Way clear and unobstructed at all times for access by the LESSOR to and from the PJ Romano Athletic Field and the area marked on Exhibit A as "Shared Parking." If LESSEE desires to install a porta-john in the Town Right of Way, it shall obtain permission for the porta-john location from the Parks and Recreation Department.
- c. Shared Parking. Throughout the Term of this Lease, the LESSEE shall have the right to utilize, in common with LESSOR and others entitled thereto, the parking area shown as Shared Parking on Exhibit A. The LESSEE shall not use the parking spaces behind 136 Riverside Avenue that are outside of the area marked as Shared Parking, which are leased by and reserved for the LESSOR's tenant at 136 Riverside.

II. TERM

The term of this Lease shall commence on the date first above written (hereinafter the "Commencement Date") and unless earlier terminated pursuant to the provisions of Section XIII hereof, shall expire on the date which is twenty (20) years from the Commencement Date. The Lease may be renewed, under like terms, for two (2) additional five (5)-year terms at the option of both the LESSEE and the LESSOR, which options must be exercised in writing by both parties no later than sixty (60) days before

the expiration of the current term. Any further renewal of this Lease is subject to and contingent upon the prior written consent of the LESSOR and upon the approval of the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen of the Town of Westport and any other necessary Town of Westport board and/or commission.

III. USE OF THE PREMISES

The Premises shall be used only for the purposes of LESSEE locker rooms, storage of LESSEE program-related equipment, meeting space for LESSEE teams, LESSEE team review of films, LESSEE board meetings, LESSEE coach meetings, the LESSEE Athletic Director's office, a concession stand, storage of emergency medical supplies, and any other use reasonably related to the LESSEE's programs and LESSEE's fundraising activities. All of the foregoing uses shall be provided by the LESSEE at cost and without financial profit to anyone except as fundraisers for the exclusive benefit of the LESSEE. The Premises are exclusively for use by LESSEE and may not be used in whole or in part by any third parties, except that LESSEE may permit other nonprofits and the LESSOR, who are using the PJ Romano fields for athletic programs, summer camps or similar programs for children under the age of 18, to temporarily use the Premises while such programs are taking place at such field. Such use by third parties shall be at no cost to the third parties and shall not be conditioned upon or as a result of any donation to the LESSEE. Any exchange of donations or other payment for use of the Premises shall be considered a sublease in violation of Section VI hereof. Use of the Premises for a concession stand shall be in conformity with State of Connecticut Public Health Code and Regulations, the requirements of the Aspetuck Health District, and other applicable federal, state and local laws, rules, regulations, and policies.

IV. RENT

During the term of this lease, LESSEE covenants and agrees to pay the LESSOR rent in the amount of One Dollar (\$1.00) per year. Rent for the entire initial Term of this Lease shall be due and payable on the Commencement Date.

V. LESSEE COVENANTS

The LESSEE covenants:

A. That it shall pay all costs of maintaining the Premises, which shall include any structural or mechanical repairs as well as all costs of fuel, water, electricity, telephone, Internet and other communication services, custodial services, and refuse removal. The building shall be routinely maintained to ensure that the structure and its mechanical systems are not allowed to deteriorate over the term of the Lease. LESSEE shall at its own cost and expense (i) maintain the building, grounds and landscaping, including trees (which absent damage by casualty or otherwise may not be voluntarily removed without the prior written consent of the

LESSOR and the Westport Tree Warden), and (ii) keep the lawn mown and free of excessive leaves, remove snow and ice from sidewalks and walkways as soon as reasonably practicable, and maintain all sidewalks and walkways in a reasonably safe manner. LESSEE shall keep the building sufficiently warm in cold weather to prevent pipes from bursting.

- B. That it shall keep the Premises and the fixtures and appurtenances therein in good repair and shall commit no act of waste, nor suffer the same to be committed.
- C. That it shall complete the repairs required by the Building Inspection Report attached as Exhibit B hereto before July 1, 2023. All work shall be in compliance with the provisions of Section XI hereto. Any requests for additional time shall be mailed to the First Selectwoman at least 30 days before the July 1, 2023 deadline, with a reasonably detailed written description of the reason for the request, and any extension may be granted by the First Selectwoman in her sole discretion.
- D. That it will behave, and require its employees, contractors, invitees, and guests to behave, in a manner that will not unreasonably disturb the operation of Saugatuck Elementary School or any users of adjacent and nearby properties, including but not limited to the athletic fields, open space, playgrounds, and tenants at 136 Riverside Avenue. Unreasonably annoying sounds, smells and lights are not allowed. LESSEE shall not install any satellite dishes on the Premises or upon the surrounding grounds without the LESSOR'S prior written consent.
- E. That it shall not block or impede access to the driveway or parking areas in any way at any time, provided that (i) temporary interruptions of access to the driveway or parking areas while engaged in loading or unloading or in receiving or discharging passengers, property or equipment, and (ii) the utilization of parking spaces in accordance with the terms of this Lease, shall not constitute blocking or impeding access to the driveway or parking areas. The LESSOR may from time to time, with reasonable prior written notice (and with no notice in the event of an emergency), impose additional reasonable rules and regulations or may alter, improve or relocate the driveway and parking areas, provided that such rules and regulations do not materially and adversely affect the LESSEE'S access to or use of the Premises.
- F. That it shall, at its own expense, promptly observe and comply with all present and future statutes, codes (including fire safety codes), laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations of any governmental authority having jurisdiction over the Premises, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and LESSEE shall pay all costs,

- claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of LESSEE to comply with the covenants of this paragraph.
- G. That it shall comply promptly with requirements of the Connecticut Fire Safety Code and shall be responsible for any and all work, major and minor, including but not limited to renovations and structural alterations at any time during the term of this Lease or any renewals hereof in order to bring the Premises into compliance with said Code. All work shall be done by appropriately licensed professionals. If LESSEE fails to comply with the Fire Safety Code, LESSOR may, at its option and subject to an appropriation if necessary, undertake the work to bring the Premises up to code in which case LESSEE agrees to reimburse LESSOR for any expenses incurred within thirty (30) days of the completion of said work.
- H. That it shall observe and comply with such further reasonable requests, rules and regulations as the LESSOR may prescribe on written notice to the LESSEE, for the safety, care and cleanliness of the Premises.
- That it shall not suffer anything to be done on the Premises which will increase
 the risk of fire and/or will increase the cost of fire insurance and maintenance on
 the Premises.
- J. That it shall keep all refuse, rubbish and garbage in a covered container, and shall remove such refuse and garbage via an outside agency at its own expense at regular intervals, and shall permit no incineration of trash in or about the Premises.
- K. That it shall not use electrical equipment which, in the reasonable opinion of the LESSOR'S licensed electrician, will overload the wiring installation in the Premises.
- L. That the LESSOR, or any agent thereof, shall have reasonable access to the Premises at all times for purposes of inspection or other valid reason.
- M. That no sign, advertisement, or notice shall be affixed to or placed upon any part of the Premises by the LESSEE, except in such manner and of such size, design and color as shall be approved in advance by the Board of Selectmen, and as shall be in compliance with the Zoning Regulations.

VI. ASSIGNMENT OR SUBLETTING

LESSEE shall not assign this Lease or sublet the Premises in whole or in part.

VII. QUIET ENJOYMENT

Upon the observance and performance of all the covenants, provisions and conditions on LESSEE'S part to be observed and performed, LESSEE shall peaceably and quietly hold and enjoy the Premises for the term of this Lease without hindrance or interruption by LESSOR or any person claiming by or through LESSOR, except as expressly provided in this Lease.

VIII. DAMAGE OR DESTRUCTION

In the event the Premises shall be wholly or partly damaged by fire or other cause (other than through the fault or negligence of the LESSEE or any of its invitees or permittees), the Premises may, at the LESSOR'S option and subject to an appropriation if necessary, be repaired at the expense of the LESSOR. If the structural repairs needed make the Premises dangerous for habitation, or the Premises are totally destroyed, or so extensively damaged as to render the remaining term of this Lease impracticable, the LESSOR may, at its option, terminate this Lease immediately.

IX. INSURANCE

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

A. WORKERS COMPENSATION

In the event LESSEE has employees or is otherwise required by law to provide statutory workers compensation insurance, LESSEE shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the LESSOR.

B. Commercial General Liability Insurance:

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

aggregate limit of \$2,000,000; and Fire Damage Legal Liability with an occurrence limit of \$500,000.

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

C. Property Insurance:

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

D. Abuse and Molestation.

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

E. Umbrella Liability Insurance:

The LESSEE shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (D) above. Such policy shall contain limits of liability in the amount of \$3,000,000 each occurrence and \$3,000,000 in the aggregate.

X. INDEMNIFICATION

To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR, its agents, servants, representatives, appointed and elected officials, and employees from any and all losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and court costs), judgments, subrogations and other damages (together, "Losses and Damages") arising out of or resulting from (or alleged to arise out of or result from) any injury to any person (including injury resulting in death) or damage (including loss or destruction) to any property of whatsoever nature belonging to any person arising out of (or alleged to arise out of) the use of the Premises. The indemnification and hold harmless provisions contained herein shall not apply to injury

or damage sustained or incurred as the sole result of the gross negligence or willful misconduct of the LESSOR, its agents, servants, representatives, appointed and elected officials, and employees.

LESSOR shall provide the LESSEE with prompt notice of any claim.

XI. CHANGES.

All alterations, additions, improvements, demolition, renovation, construction, reconstruction, and/or other changes (together, "Changes") to the existing building or in or about the Premises shall be at LESSEE'S sole cost and expense and shall be subject to review and prior written approval by the LESSOR acting by its First Selectwoman. In addition, LESSEE shall be responsible for obtaining all required permits and approvals at its own cost and expense, including without limitation reviews and/or approvals required by the Planning and Zoning Commission, Building Department, and Public Works Department. Any approvals issued by any LESSOR official, department, agency, Board or Commission shall be strictly complied with.

Notwithstanding the foregoing, the LESSOR's prior approval shall not be required for any Changes in or about the Premises that meet all of the following criteria: (i) they do not require a building permit, (ii) they are limited to work inside the building located on the Premises, (iii) they do not require a change in the certificate of occupancy for the building on the Premises, and (iv) they are non-structural.

The LESSEE shall only use contractors for Changes and/or maintenance and/or repairs, including those not requiring a building permit, that hold a professional license from the State of Connecticut for the work they are performing.

All contractors hired by the LESSEE to perform work at the Premises shall provide LESSEE with proof of current Connecticut Worker's Compensation Insurance coverage prior to performing any such work. Upon request by the LESSOR, contractors shall provide the LESSOR with an indemnity and hold harmless agreement in favor of the LESSOR, and insurance listing the LESSOR as additional insured, all in the forms and amounts as are reasonably requested by the LESSOR.

The timing of all work shall be coordinated with the Office of the Superintendent of the Westport Public Schools, the Parks and Recreation Department, and the Public Works Department, to avoid conflicts with school, community, and municipal use of the adjacent buildings, facilities, and fields.

XII. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

A. LESSEE'S failure to pay rent after the same shall become due.

- B. LESSEE'S failure to perform or comply with any provision, term, covenant, condition or obligation of this Lease and the continuance of such failure, without cure, for a period of thirty (30) days after receipt by LESSEE of notice in writing from LESSOR specifying in detail the nature of such failure. In the case of an obligation not capable of being cured within said thirty (30) day period, LESSEE will not be in default as long as LESSEE has commenced the cure promptly after the notice and thereafter continues to complete the cure.
- C. LESSEE'S use of the Premises in a manner inconsistent with Section III of this Lease.

XIII. TERMINATION OF LEASE

LESSOR shall have the option to terminate this Lease:

- 1. Upon an event of default as described in Section XII.
- Upon three (3) months written notice in the event that, through an act of God or
 other casualty beyond the control of the parties hereto, it becomes necessary for
 the LESSOR to utilize the Premises for an alternative purpose. The LESSOR will
 use its best efforts to utilize other Town of Westport property prior to terminating
 this Lease.
- 3. Upon eighteen (18) months written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical work performed by LESSEE costing \$5,000 or more in accordance with the following schedule: LESSOR shall reimburse 80% of the repair cost if the date of termination is within one year of the date of repair, 60% if within two years, 40% if within three years, and 20% if within four years. There will be no reimbursement if termination occurs later than four years after such repair.

In the event of termination LESSOR may recover possession of the Premises and may exercise any other remedy available under the law to LESSOR.

XIV. VACATING PREMISES AT END OF TERM

At the expiration of the Term, whether by lapse of time or for any other reason, LESSEE will surrender the Premises to LESSOR, the condition of which upon the surrender shall be broom clean, free of all personal property and in good repair, except for reasonable wear and tear, damage caused by conditions or events beyond LESSEE'S control, and approved construction performed to implement the use herein.

XV. HOLDOVER

It is expressly understood that no hold-over shall be permitted without the written consent of LESSOR. In the event LESSEE shall, with the written consent of LESSOR, hold over the Premises beyond the initial term of this Lease, such holding-over shall be construed to be a tenancy from month to month and LESSEE shall hold the Premises upon the same terms and conditions as are stated in this Lease. No holding over by LESSEE shall operate to renew this Lease without the written consent of LESSOR and either party may terminate the month to month tenancy upon thirty (30) days written notice.

XVI. NOTICES

All written notices to be given hereunder by either party shall be addressed to:

LESSOR: First Selectwoman

Town of Westport

Town Hall

110 Myrtle Avenue Westport, CT 06880

LESSEE: Robert J. Wickey

Treasurer

The Westport Police Athletic League, Incorporated

50 Jesup Road Westport, CT 06880

XVII. ENTIRE AGREEMENT

This Lease, including any exhibits attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Lease. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon either party unless in writing by the party to be charged.

XVIII. SEVERABILITY

The provisions of this Lease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Lease and the remainder of the Lease shall be valid and enforced to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the parties have executed this Lease as of date first above written.

WITNESSES:

Print Name:

Print Name: Elen Francis

THE WESTPORT POLICE ATHLETIC LEAGUE, INCORPORATED

BY____Craig Bergamo

President

WITNESSES:

Print Name: Elen Francis

Print Name:

Approved as to Form:

Eileen Lavigne Flug Assistant Town Attorney TOWN OF WESTPORT

Jennifer S. Tooker

First Selectwoman

Approved as to Compliance With the Town Charter:

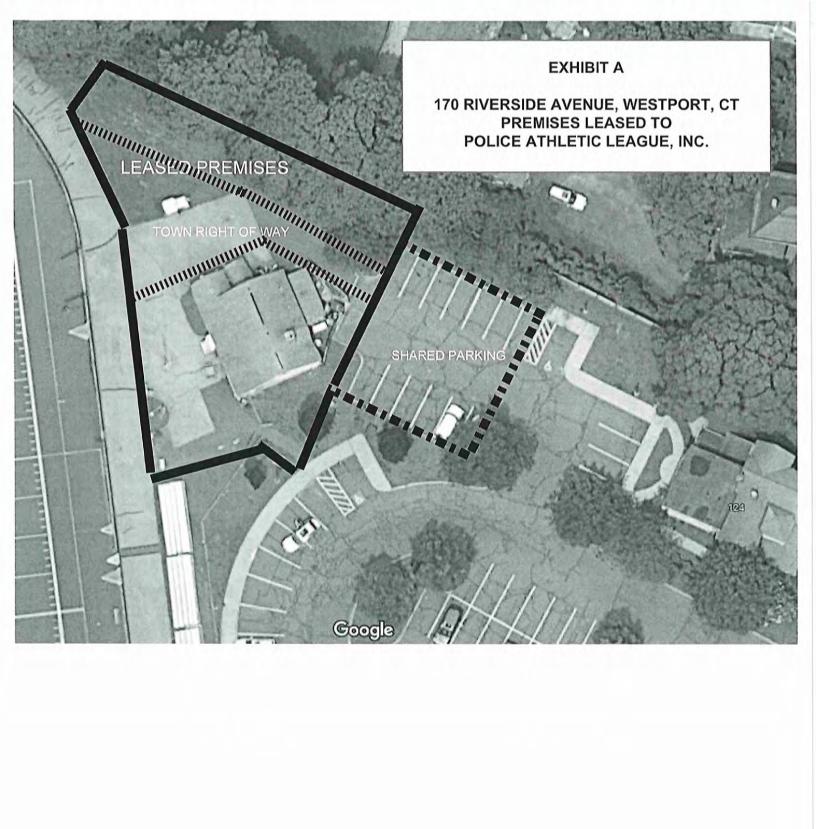
Gary G. Conrad Finance Director

Exhibit A:

Diagram of Premises

Exhibit B:

Building Inspection Report

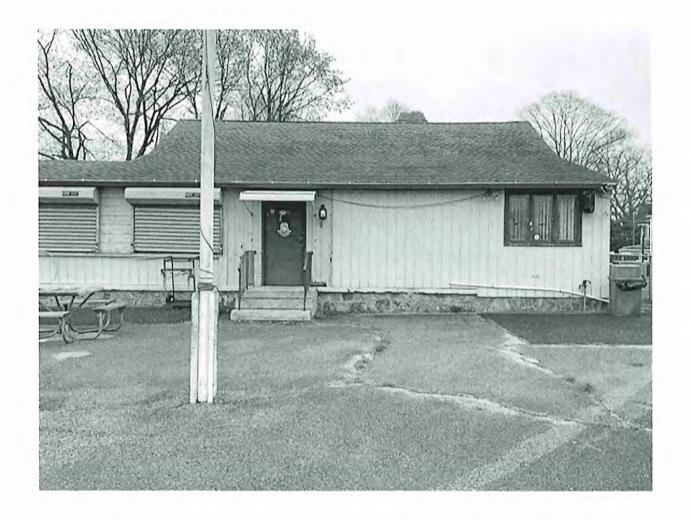


Building Inspection Report

PAL Doubleday Inspection Report

Inspection Date: April 21, 2022

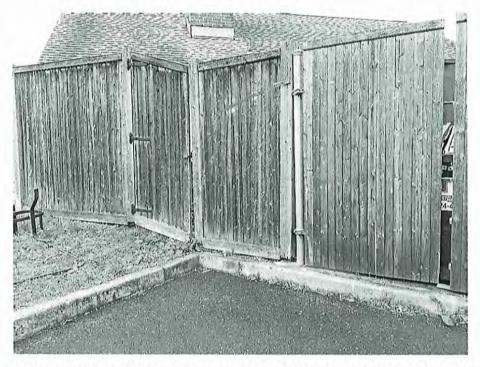
Prepared By:
Michael S. Frawley
Superintendent of Facilities
Town of Westport



Summary

This is a structure that is in need of a major renovation with many major deficiencies noted.

- The 200amp electrical system was generally found to be in satisfactory condition, with a few minor wiring issues.
- The heating and air conditioning are in need of service. The units are old but in working condition.
- Most of the plumbing has been replaced with PEX piping and is in satisfactory condition but should be re re-secured.
- The roofing system is made of asphalt shingles that appear to be approximately 5 - 10 years old and in good shape.
- · The brick chimney needs to be repointed.
- The exterior of the building is in poor condition; the old T1-11 siding is rotted and buckling.
- Windows and doors were found to be in poor condition. All of the windows are rotted and need to be replaced. The exterior doors are in satisfactory condition; they could be prepped and repainted.
- The asphalt paving is in satisfactory condition. Localized repair and seal coating should be anticipated on an as needed basis.
- The interior of the building is old and out dated. The men and women restrooms are in satisfactory condition.
- Some floor tiles are damaged and should be replaced with carpeting.
- The building has a concession stand with commercial appliances that have not been tested.
- Ceiling tiles show indications of a previous leaks but no current leaks have been reported.
- The building sill plates are rotted and should be replaced.



Exterior fencing around dumpster and mechanicals are in fair condition.

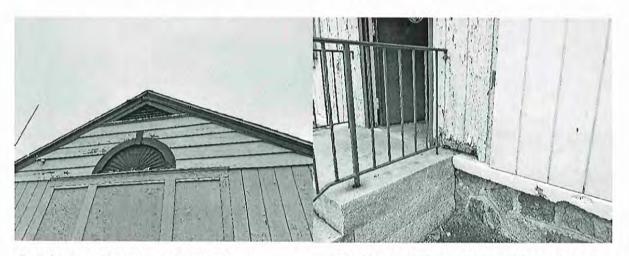


Rear exterior door should be repaired or replaced. Rear steps are pulling away from the building.



Chimney needs repointing.

Siding failing and pulling away.



Gable venting is adequate.

Rotted siding around front door.



Cap stone on foundation is damaged also the foundation needs to be repointed.



Rotted sill plate needs replacing. Propane tank for Concession appliances appears okay.



Front steps and walkway are adequate. Damaged floor tile at entryway.

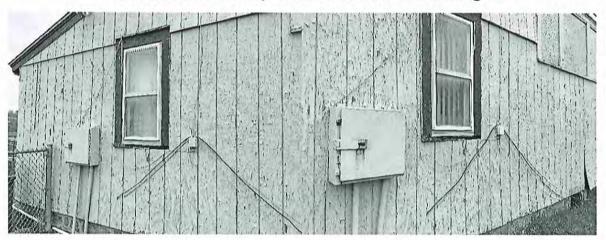




Kitchen appliances and hood exhaust fan need inspections.



Concession rollup doors; seams are failing.



Rotted windows and frames.



Rotted window.

Electrical service is adequate.





Men and women restrooms are functional.



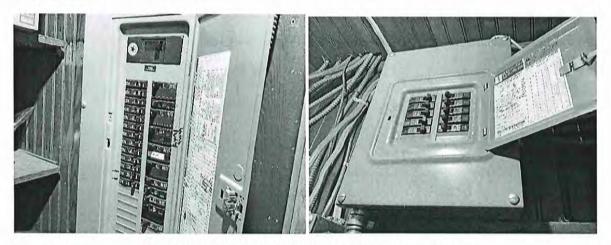


New PEX plumbing could be concealed for better appearance.

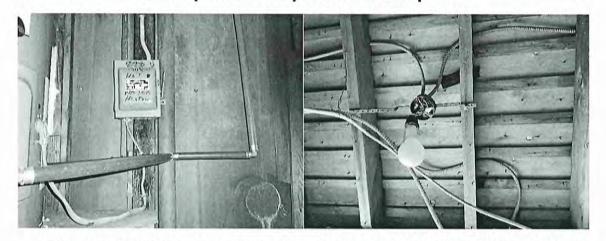




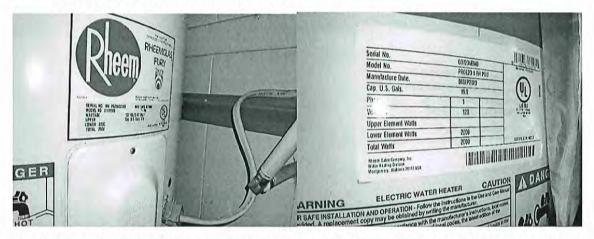
Indications of a previous roof leak; no current leaks reported.



200amp electrical panel and sub panel.



Disconnect for water heater is adequate. Wiring issue in boiler room needs to be addressed.



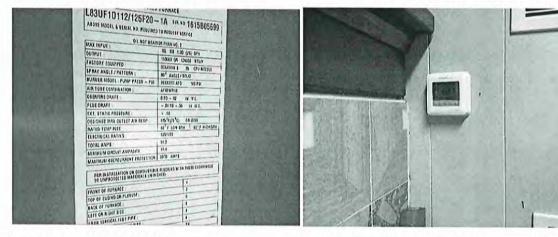
Water heater for concessions and water heater for restrooms are relatively new and operating.





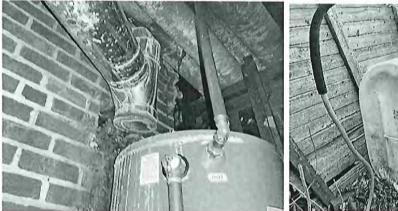
AC condenser unit not tested.

Oil fired furnace is functional.



Furnace name plate.

HVAC Thermostat.





Leaking stove pipe for furnace. Exterior 275 gal oil tank should have secondary containment.



Fire Place

NECESSARY R	EPAIRS:
--------------------	---------

- (1). Replace all windows.
- (2). Replace all siding and trim.
- (3). Re-point chimney and stone foundation.
- (4). Repair foundation cap.
- (5). Prep and paint exterior doors.
- (6). Replace rotted sill plate.
- (7). Re-seal concession rollup doors.
- (8). Replace all ceiling tiles.
- (9). Check and re-insulate as necessary.
- (10). Replace carpet and floor tiles.
- (11). Repair flue pipe leak.
- (12). Service AC unit and furnace.
- (13). Replace gutters and leaders.
- (14). Repair all walls and paint.
- (15). Re-secure all plumbing pipes.
- (16). Replace roof on storage shed.
- (17). Bring kitchen to current health codes or remove kitchen.



June 8, 2023

Craig Bergamo, President Westport PAL c/o cbergamo@westportct.gov

Re: Lease Extension Doubleday Clubhouse at PJ Romano Field

Dear Craig,

In accordance with Section V.C. of the Lease Agreement between the Town of Westport and Police Athletic League, dated July 1, 2022 (the "Lease"), I hereby grant the one (1) year extension, until July 1, 2024, as requested in your May 11, 2023 letter, attached.

All terms and conditions of the Lease remain in full force and effect.

Sincerely,

Jennifer S. Tooker First Selectwoman

Cc: Eileen Flug, Assistant Town Attorney

Anna Rycenga, LandTech

LANDTECH

Civil Engineering Site Planning Environmental Science & Engineering Structural Engineering Land Surveying Permit Coordination & Management Construction Management & Financing

May 11, 2023

Jennifer Tooker, First Selectwoman
Town of Westport
Town Hall
110 Myrtle Avenue
Westport, CT 06880
Sent regular mail & via email jtooker@westportct.gov

PECEIVED

MAY 1 2023

SELECTMAN'S OFFICE

Re: PAL Doubleday Club House at PJ Romano Field.

Dear Honorable First Selectwoman Tooker:

Westport Police Athletic League, also known as WPAL is requesting a one (1) year extension pursuant to the Agreement Lease between the Town of Westport and Westport Police Athletic League Agreement, Section 5C, dated July 1, 2022.

Section 5c states the following:

C. That is shall complete the repairs required by the Building Inspection Report attached as Exhibit B hereto before July 1, 2023. All work shall be in compliance with the provision of Section XI hereto. Any requests for additional time shall be mailed to the First Selectwoman at least 30 days before July 1, 2023 deadline, with a reasonably detailed written description of the reason for the request, and any extension may be granted by the First Selectwoman in her sole discretion.

WPAL is seeking the extension request as LANDTECH is currently conducting a basement feasibility study. Test pits were completed on Monday, May 8, 2023 and we conclude that the soils are suitable for a proposed basement. The Town of Westport Engineering Department is currently reviewing the test pits data. We are also exploring a design to include an elevator, as recommended by the Town of Westport Building Department. This is currently being designed and reviewed by VITA Design Group.

WPAL has a Public Site and Building Committee (PSBC) meeting scheduled for May 11, 2023 as referred by the First Selectwoman for a preliminary review of the site plan and schematics design of the clubhouse. Once a report is generated by the subcommittee, it will allow WPAL to design final architectural plans and final review from the PSBC.

In addition, WPAL will be applying for applications from the following Town of Westport Land Use Boards and Departments with an estimated time frame for review:

- Architectural Review Board (8 weeks for review);
- 2. Aspetuck Health District (5-6 weeks for review);
- Conservation Department (2-3 weeks);

- 4. Zoning Board of Appeals (variance for lot coverage and possibly sign on the building) (8-12 weeks for review);
- 5. Planning & Zoning Commission (this will include engineering review) (Coastal Area Management & Site Plan) (8-12 weeks review);
- 6. Building Department (licensed contractors will pull the necessary permits and schedule the inspections) (3-4 weeks review).

Anna Rycenga, SAPM of LANDTECH forecasts that this process may take up to one year to pursue the required building permits from the appropriate Town of Westport Land Use Departments and Commissions.

We thank you for considering the request and am available if you have any questions at 203.454.2110 ext. 350 or via email at Arycenga@landtechconsult.com.

Very truly yours,

LANDTECH

Anna Rycenga, Sr. Administrative Project Manager

cc: Corporal Craig Bergamo, WPAL President WPAL Board of Trustees WPAL Building Committee



Town of Westport

Planning and Zoning Commission

Town Hall, 110 Myrtle Avenue

Westport, CT 06880

Tel: 203-341-1030 Fax: 203-454-6145

PandZ@westportct.gov www.westportct.gov

Meeting: April 3, 2023

Decision: April 3, 2023

April 4, 2023

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

RE: 170 Riverside Avenue, #PZ-23-00134 /§8-24 Municipal Improvement Request for a Report on a Request to demolish the Doubleday Field House at PJ Romano Field and replace it with a new larger structure

Dear First Selectwoman Tooker:

This is to certify that at a meeting of the Westport Planning and Zoning Commission held on April 3, 2023, it was moved by Ms. Dobin and seconded by Mr. Lebowitz to adopt the following resolution:

RESOLUTION #PZ-23-00134

WHEREAS THE PLANNING AND ZONING COMMISSION met on April 3, 2023, and offer the following findings:

Project Description

- Anna Rycenga, LANDTECH, on behalf of the First Selectwoman requested a report from the Planning and Zoning Commission pursuant to CGS §8-24, Municipal Improvement, related to a request to demolish the existing Doubleday Field House at PJ Romano Athletic Field at Saugatuck Elementary School and replace it with a larger structure.
- 2. The proposed 2-story clubhouse will replace the 1-story building constructed in 1936. The use of the building will be for sports storage, concession stand will be a snack bar only (no prepared foods), meeting rooms, cubicle offices, score keep area, and an observation area. The building is proposed to be ADA Compliant and Handicap Accessible in accordance with the existing building codes. Funding for the improvement of the clubhouse will not be funded by the Town of Westport, State of Connecticut or Federal monies, rather it will be privately funded.

Property Description and History

- 3. 170 Riverside Avenue is a 23+-acre Town-owned property shown on WLR Map #9473. The property includes the Saugatuck Elementary School, Kings Highway Elementary School at 125 Post Road West, the house recently leased to Abilis to serve Special Needs Individuals at 136 Riverside Avenue, and the PAL athletic fields in addition to the Doubleday Field House.
- 4. The property is in the Residence A zoning district and is connected to the public sewer. The site is across the street from the Saugatuck River and is within the Coastal Area Management boundary. It is outside the Waterway Protection Line Ordinance jurisdiction, and outside the 100-year floodplain.
- 5. Comments from Ted Gill, Engineering Department, dated 3/29/23, conclude "I have reviewed the plans for the 8-24 application at 170 Riverside Avenue, PZ-23-00134. Our only comment is that prior to obtaining a Zoning Permit, the applicant shall provide a drainage analysis of the area of the new clubhouse, and design a drainage system to treat the Water Quality Volume from the proposed clubhouse."

FINDINGS

- PAL is a community organization that serves up to 2,000 children annually with youth athletic programs.
- 2. The Field House is an essential meeting space for PAL.
- 3. PAL has been leasing the Field House from the BOE.
- 4. The BOE has relinquished control of the Field House back to the Town.
- This Town-owned asset may be substantially improved at no expense to taxpayers in the future if PAL reaches their fundraising goals to make the necessary repairs and enhancements to the Fieldhouse.
- 6. Variances from the Zoning Board of Appeals will be required prior to Special Permit/Site Plan approval. The site is over allowable 25% Total Coverage and the new field house will be slightly larger and the height will be 2-stories/25', over allowable number of stories for an Accessory Structure (1 story/16' permitted).
- This request is consistent with the 2017 Plan of Conservation and Development that
 promotes addressing Community Facility Needs and emphasizes the necessity to maintain
 existing facilities and improve those that need it in a cost-efficient way.
- 7. Notices were sent to property owners within a 250' radius of the project in envelopes marked "Urgent Notice Letter," in advance of the Public Meeting notifying residents of the meeting, how to submit comments for the Commission's consideration, and how to learn more about the project.
- 8. A press release was distributed in advance of the meeting to enhance awareness Town-wide of the proposal pursuant to the Planning and Zoning Commission's §8-24 Procedures, revised 5/9/22.
- 9. A remote meeting of the Planning and Zoning Commission was held pursuant to State Law,

due to COVID-19. The meeting was live streamed on the Town's website and shown live on public access television with access provided to the public to "join" the remote meeting.

THERFORE BE IT RESOLVED the Planning and Zoning Commission issues a **Positive Report** in response to the §8-24 Municipal Improvement Request PZ-23-00134, for a proposal to remove the Doubleday Fieldhouse at the PJ Romano Field and replace it with a new larger structure located on Town-owned property at 170 Riverside Avenue in the Residence A district, PID# 08032000.

RECOMMENDATIONS

- PAL should continue to coordinate with the operator of the on-site Special Needs Housing (Abilis), to maintain open communication lines and reciprocal consideration of each other's requirements. Contact information for each organization should be exchanged to reduce delays if/when immediate attention is needed by one or both parties.
- 2. Prior to finalizing the building design, consideration should be given to:
 - A. Adding a viewing deck above the Field House;
 - B. Providing fair and equitable storage space for both girls and boys sports;
 - Limiting any proposed signage to what is permitted pursuant to Sec. 31, Signs, as described in the Zoning Regulations; and
 - D. Planning for hot food to be offered and securing the necessary signoff from the Aspetuck Health District.
- Next Steps should include submission to the Architectural Review Board (ARB) upon confirmation from the HDC (and ARB) administrator that the ARB Chair concurs.
- 4. Variances from the Zoning Board of Appeals should be obtained for allowable Height and Coverage based upon the current building design.
- Subsequently, Special Permit/Coastal Site Plan approval should be obtained from the Planning and Zoning Commission.

VOTE:

AYES	-6-	[Dobin, Lebowitz, Cammeyer, Cohn, Tesler, Zucaro]
NAYS	-0-	
ABSTENTIONS	-0-	

Very truly yours,

Danielle Dobin

Chairman, Planning & Zoning Commission

cc: Eileen Francis, Office Manager, Selectwoman's Office Eileen Flug, Assistant Town Attorney Craig Bergamo, PAL President Robert Wickey, PAL Treasurer Catrina Hegarty, Member, PAL Board of Directors Ira Bloom, Town Attorney Gary Conrad, Finance Director Peter Ratkiewich, Public Works Director Michael Frawley, Superintendent of Facilities Terry Dunn, Fire Marshal Steve Smith, Building Official Jennifer Fava, Parks and Recreation Director Foti Koskinas, Westport Police Chief Sam Arciola, Westport Deputy Police Chief Alan D'Amura, Staff Corporal, Westport Police Donna Douglass, HDC (and ARB) Administrator Jeff Wieser, RTM Moderator Matt Mandell, Chairman, RTM P&Z Committee Anna Rycenga, LANDTECH Andy Soumelidis, LANDTECH Lucien Vita, Vita Design Group

PUBLIC SITE AND BUILDING COMMISSION PUBLIC MEETING

September 14, 2023 – 5:00 PM

Note: This meeting was held remotely by Zoom

MINUTES

ATTENDANCE:

Public Site and Building Commission	<u>n</u> :		
Joe Strickland, Chairman	X		
Russ Blair	X		
Kevin Huelster	X	<u> </u>	
Ed Kowalcyk	X	<u> </u>	
Lisa Mockler Taylor	X		
Joe Vallone		_	
Richard Vornkahl		_	
Mark Ripka		_	
Building Department:			
Steve Smith		<u> </u>	
Sandra Wright	X	_	
Fire Marshal Terrence Dunn	,	_	
The minutes of the July 13, 2023 and	l August 10, 2023	meetings were reviewed	l.
Duce Plair moved and Ed Voyveloyle	sacandad ta annra	avad the July 12 2022 or	ad August 10

Russ Blair moved and Ed Kowalcyk seconded to approved the July 13, 2023 and August 10, 2023 minutes and the motion was unanimously approved.

1. <u>STAPLES RE-ROOF PROJECT</u>: Prior to the meeting, the PSBC members received an update report and progress pictures from Colliers as well as copies of submitted invoices. John Koplas, project manager, reported on the progress of the Staples roof project. A discussion followed.

Lisa Mockler Taylor moved and Kevin Huelster seconded to approve payments to Silver Petrocelli in the amount of \$1,522.35, Silver Petrocelli in the amount of \$3,552.15, Colliers International in the amount of \$6,632.94, and Greenwood Industries in the amount of \$669,336.76. The motion was unanimously passed.

2. WESTPORT POLICE ATHLETIC LEAGUE CLUBHOUSE:

Anna Rycengna reported that a different architect has been selected for this project. Anna stated that the President of Westport Police Athletic League, Craig Bergamo, has submitted a letter dated September 12, 2023 outlining that the clubhouse will not be utilized for municipal agency or municipal use to satisfy the elevator exception. Brian Godard of Beinfield Architecture presented and reviewed the revised renderings requested by the PSBC WPAL subcommittee for the WPAL Clubhouse. A discussion followed regarding the updated renderings and timeline.

Kevi Huelster moved and Ed Kowalcyk seconded to approved the Westport Police Athletic League Clubhouse drawings submitted by Beinfield Architecture dated September 13, 2023. The motion was unanimously approved.

3. GILLESPIE CENTER RENOVATIONS PROJECT:

There was no update to report on the Gillespie Center Project.

There was no other business.

Kevin Huelster moved and Ed Kowalcyk seconded to adjourn the meeting and the meeting was adjourned at 5:42 p.m.

Sandra Wright
Secretary

Distribution:
The Honorable Jennifer Tooker
B. Harmer
E. Daignault
Chairman-BOE
Chairman-BOF

WESTPORT PAL CLUBHOUSE

BEINFIELD ARCHITECTURE

09/25/23

OCC. FACTOR

300

APPLICABLE CODES

2022 CT STATE BUILDING CODE CONSISTS OF:

- 2021 INTERNATIONAL BUILDING CODE; WITH CONNECTICUT **AMENDMENTS**
- 2021 INTERNATIONAL EXISTING BUILDING CODE; WITH CONNECTICUT AMENDMENTS
- 2021 INTERNATIONAL PLUMBING CODE; WITH CONNECTICUT
- **AMENDMENTS** 2021 INTERNATIONAL MECHANICAL CODE; WITH CONNECTICUT
- **AMENDMENTS** 2021 INTERNATIONAL ENERGY CONSERVATION CODE
- 2020 NATIONAL ELECTRIC CODE (NFPA 70); WITH CONNECTICUT
- 2017 ICC A117.1 ACCESSIBLE AND USABLE BUILDINGS & **FACILITIES**
- 2018 CONNECTICUT FIRE SAFETY CODE
- 2018 CONNECTICUT FIRE PREVENTION CODE, 2015 NFPA 1, FIRE CODE; WITH CONNECTICUT AMENDMENTS
- 2010 AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBLE DESIGN (ADASAD), REFERENCES THE 2003 IBS FOR ACCESSIBLE EGRESS

OTHER CODES AND STANDARDS ARE IN EFFECT AS REFERENCED BY THE ABOVE DOCUMENTS

TABLE 1006.3.4(2)

STORIES WITH ONE EXIT OR ACCESS TO ONE EXIT FOR OTHER OCCUPANCIES

STORY	OCCUPANCY	MAXIMUM OCCUPANT LOAD PER STORY	MAXIMUM EXIT ACCESS TRAVEL DISTANCE (feet)
	A, B ^b , E, F ^b , M, U	49	75
First story above or below grade plane	H-2, H-3	3	25
	H-4, H-5, I, R-1, R-2 ^{a, c}	10	75
	5 ^b .d	29	75
Second story above grade plane	B, F, M, S ^d	29	75
Third story above grade plane and higher	NP	NA NA	NA NA

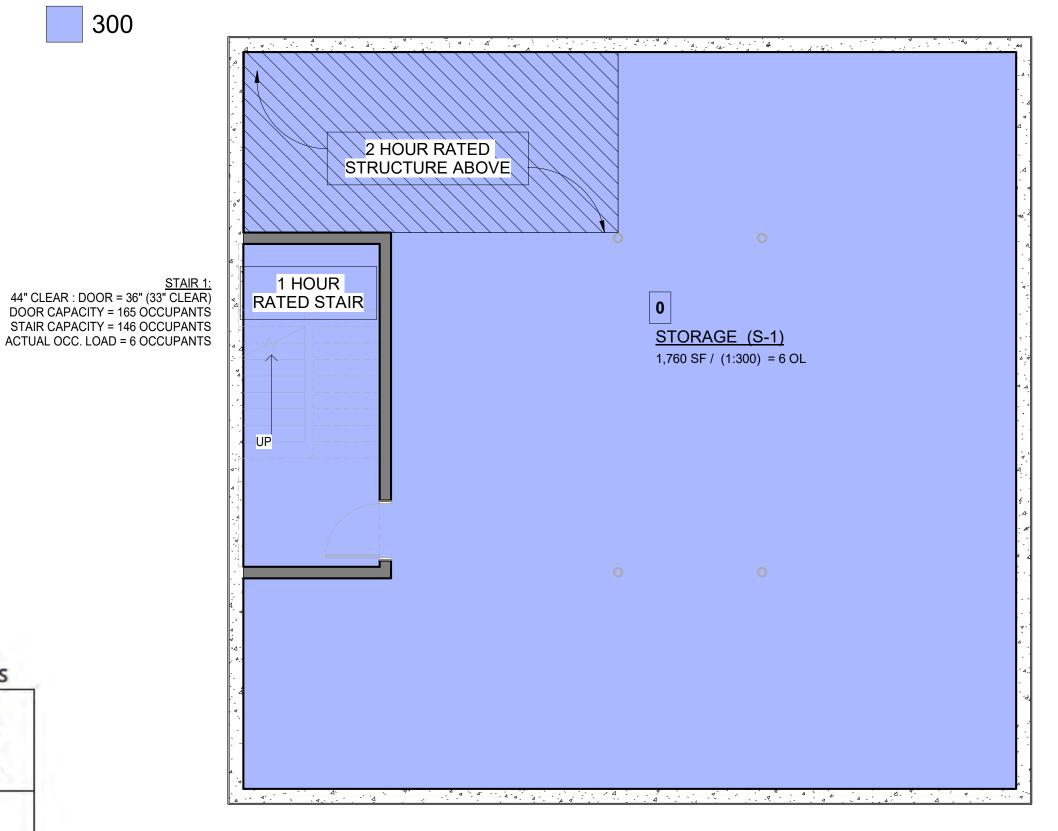
For SI: 1 foot = 304.8 mm.

NP = Not Permitted.

NA = Not Applicable.

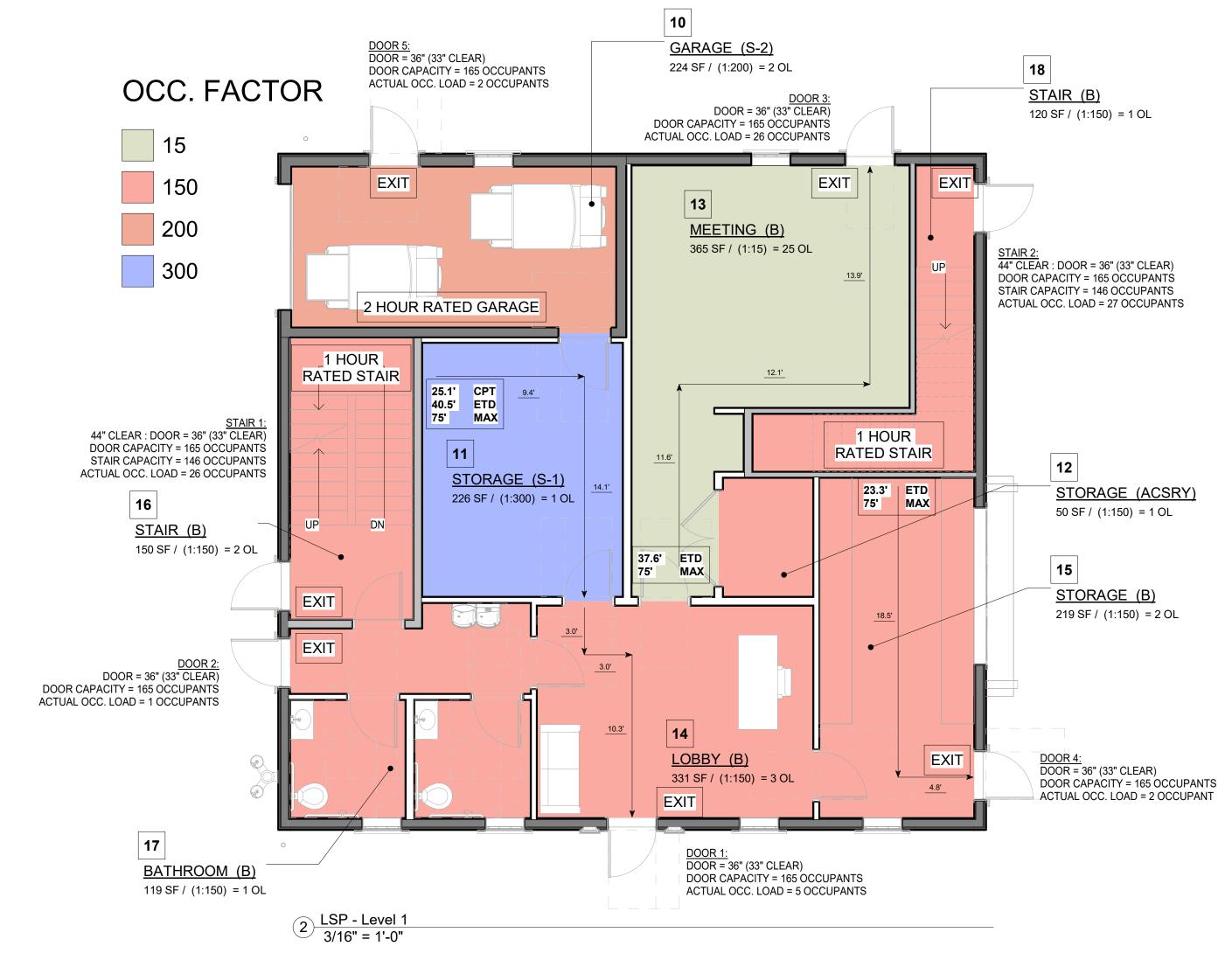
1103.2.15 STATUTORY REQUIREMENTS

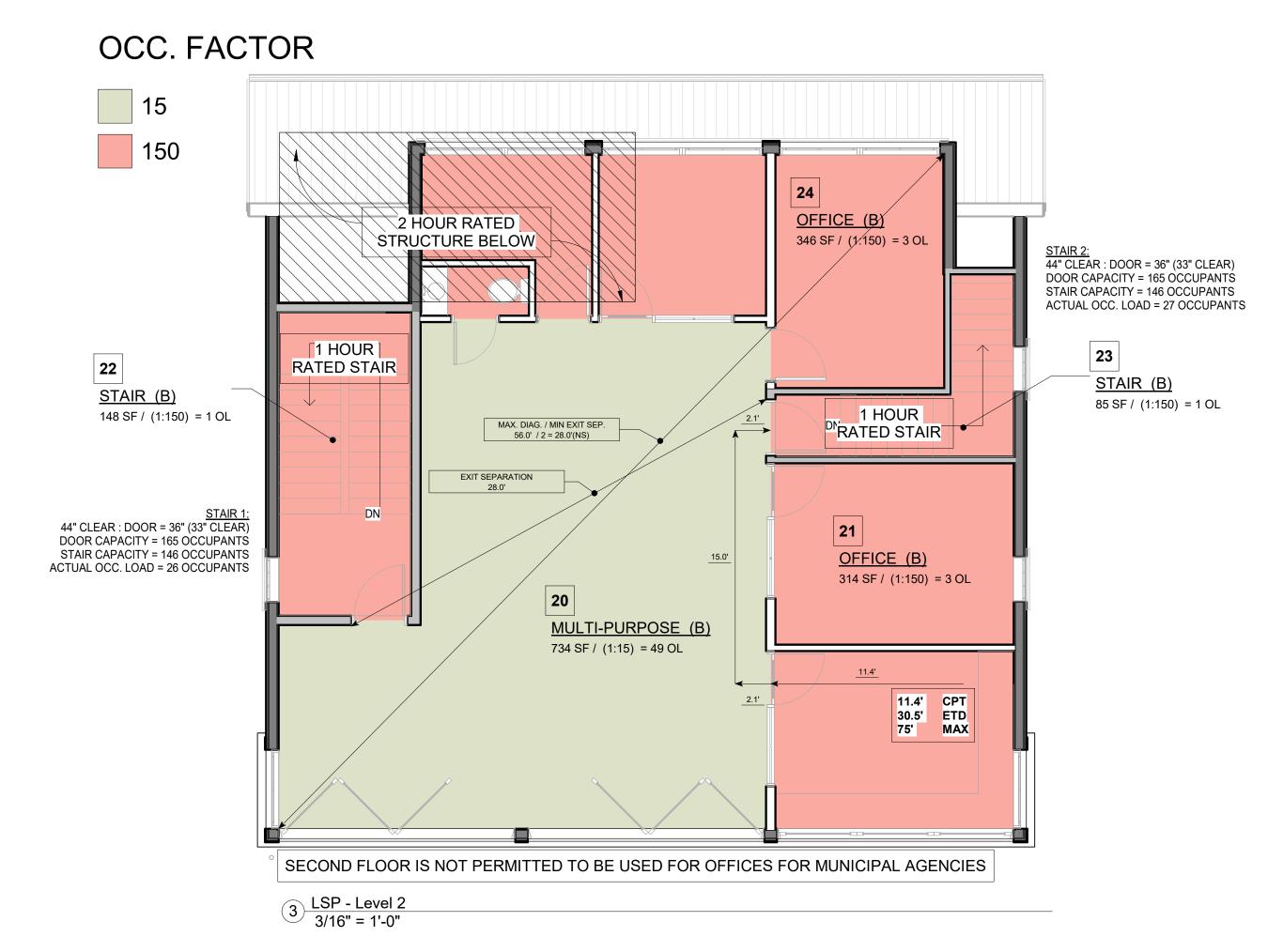
BUILDINGS AND STRUCTURES OF ANY OCCUPANCY CONSISTING OF THREE STORIES OR LESS NOT OTHERWISE EXEMPTED FROM THE REQUIREMENTS OF THIS CHAPTER SHALL BE EXEMPT IF EACH STORY ABOVE AND BELOW THE STREET FLOOR CONTAINS LESS THAN 3,000 SQUARE FEET (278.7 M2) OF TOTAL GROSS AREA AND THE STREET FLOOR IS DESIGNED, RENOVATED OR ALTERED TO PROVIDE ACCESSIBILITY TO PERSONS WITH DISABILITIES. THIS PROVISION SHALL NOT APPLY TO STORIES ABOVE OR BELOW THE STREET FLOOR THAT INCLUDE THE OFFICES OF HEALTH CARE PROVIDERS, MUNICIPAL OR STATE AGENCIES OR PASSENGER TRANSPORTATION FACILITIES OR OFFICES LOCATED IN AIRPORT TERMINALS OR MERCANTILE FACILITIES HAVING FIVE OR MORE TENANT SPACES.



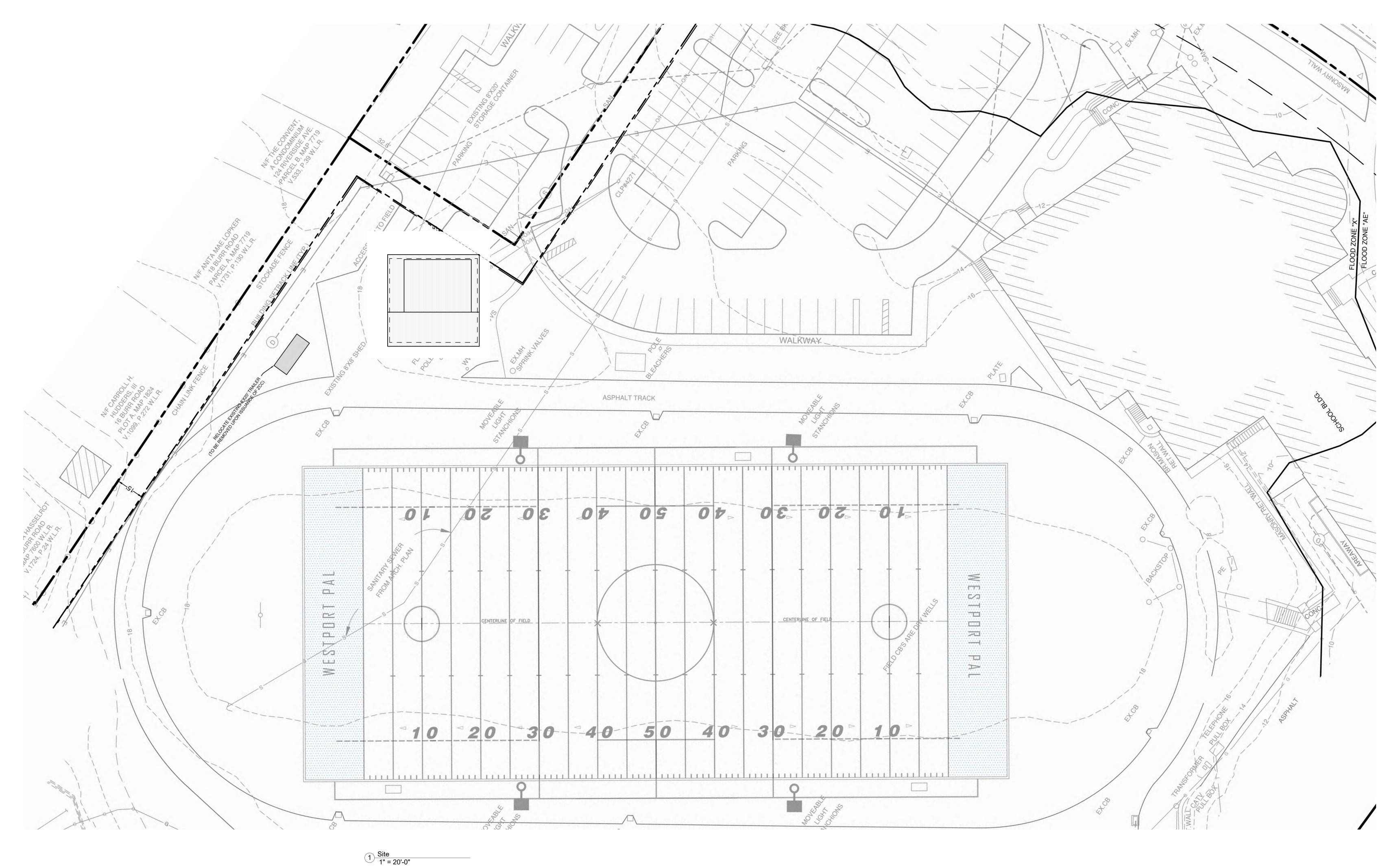
1 LSP - BASEMENT 3/16" = 1'-0"

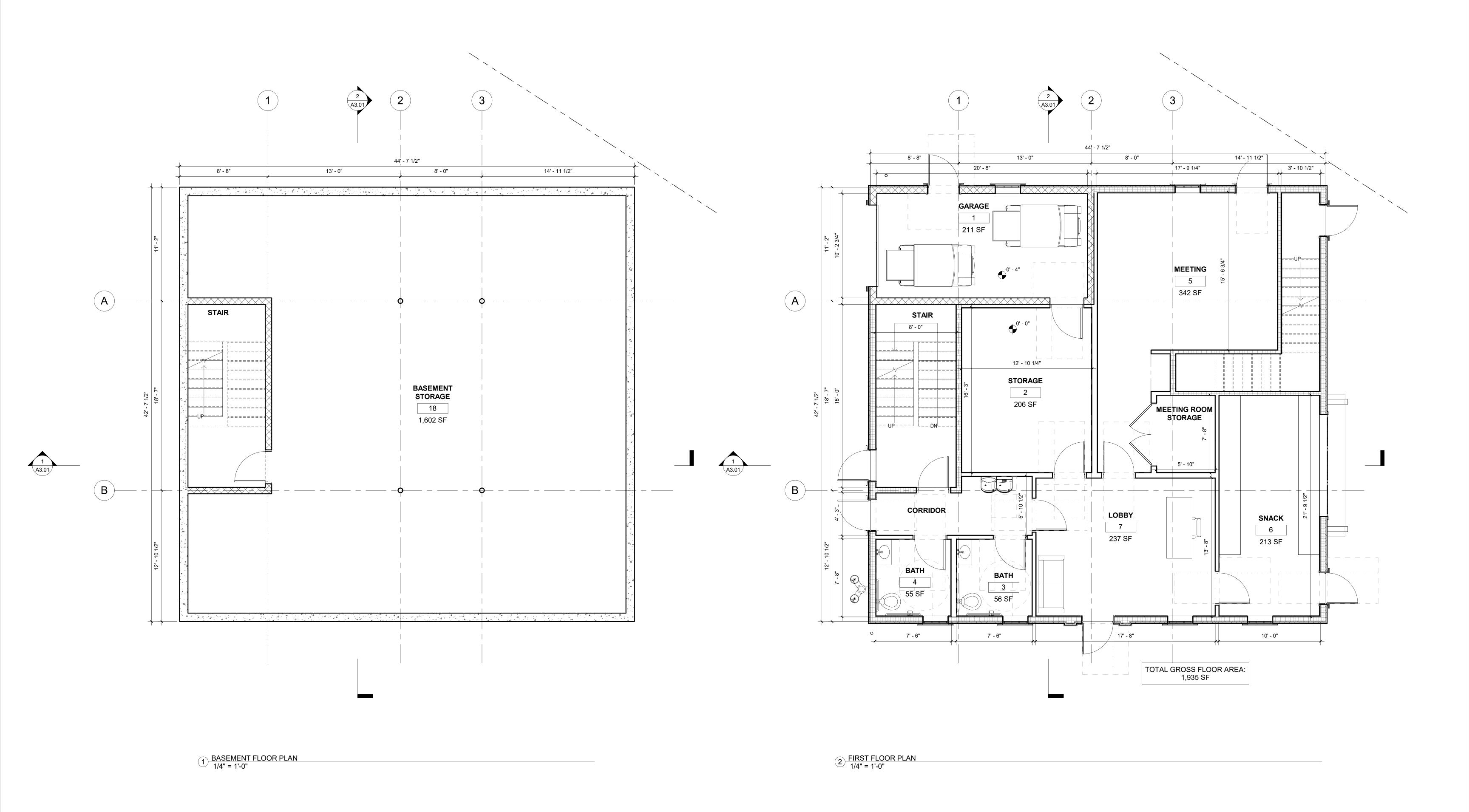
		Schedule (L		Ly Fiail)	
ROOM#	OCC.	NAME	AREA	FACTOR (1:X)	OCC. LOAD
BASEMENT					
0	S-1	STORAGE	1,760 SF	300	6
			1,760 SF		6
Level 1					
10	S-2	GARAGE	224 SF	200	2
11	S-1	STORAGE	226 SF	300	1
12	ACSRY	STORAGE	50 SF	150	1
13	В	MEETING	365 SF	15	25
14	В	LOBBY	331 SF	150	3
15	В	STORAGE	219 SF	150	2
16	В	STAIR	150 SF	150	1
17	В	BATHROOM	119 SF	150	1
18	В	STAIR	120 SF	150	1
			1,805 SF		37
Level 2					
20	В	MULTI-PURPOSE	689 SF	15	46
21	В	OFFICE	314 SF	150	3
22	В	STAIR	148 SF	150	1
23	В	STAIR	85 SF	150	1
24	В	OFFICE	391 SF	150	3
			1,627 SF	·	54
			5,192 SF		97

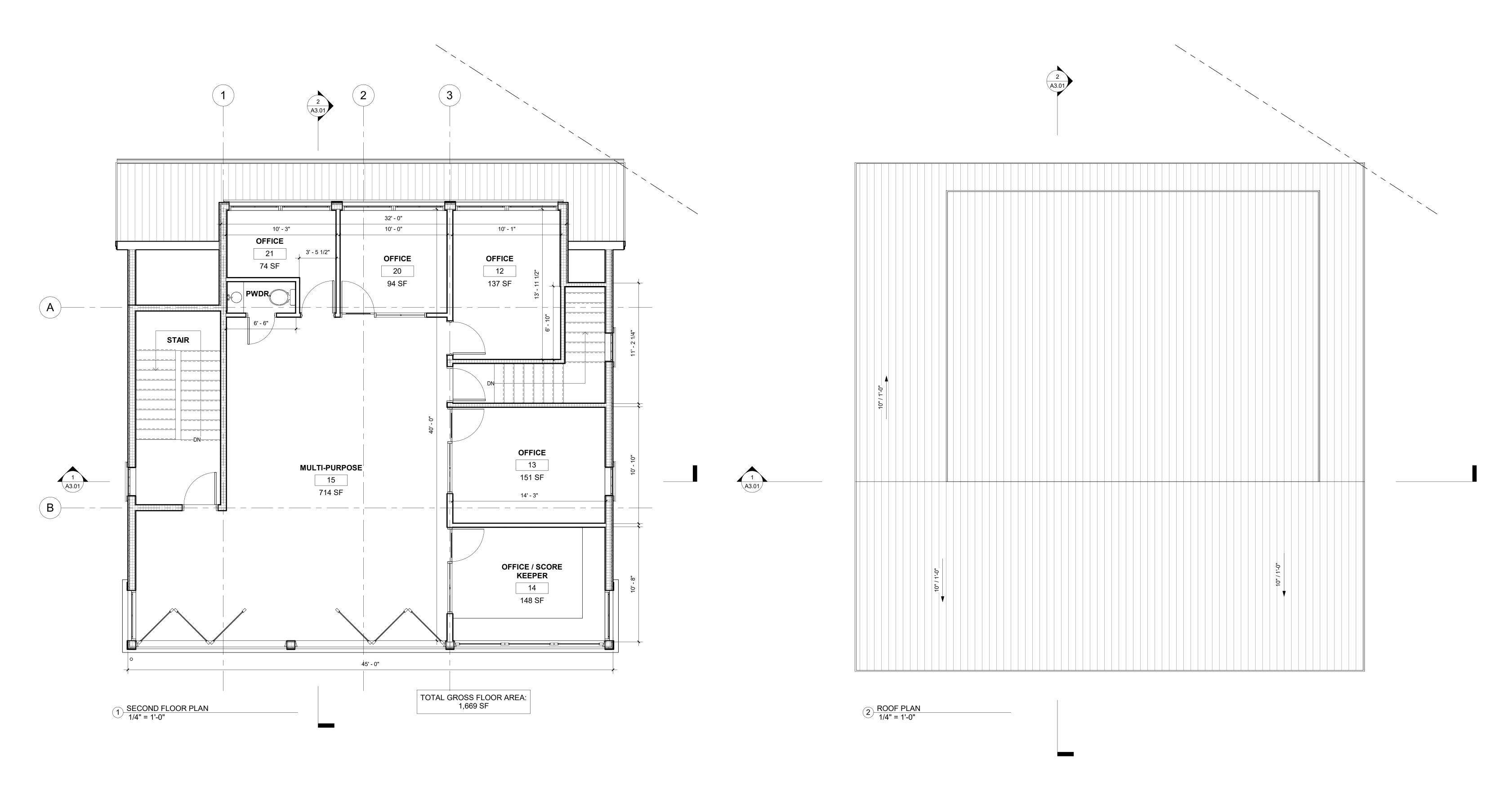




WESTPORT PAL CLUBHOUSE | 09/25/23 | LIFE SAFETY PLAN | A0.01

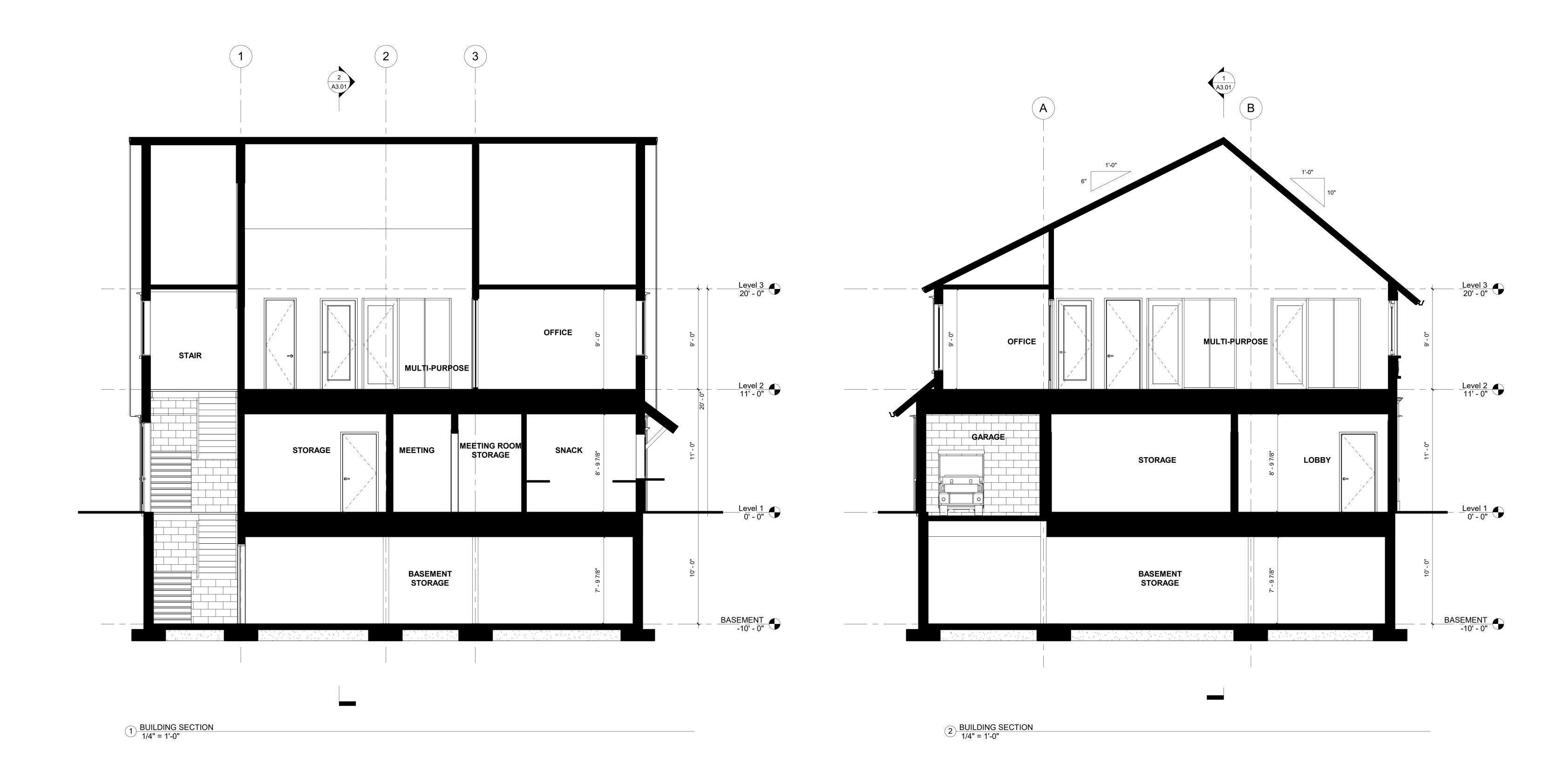






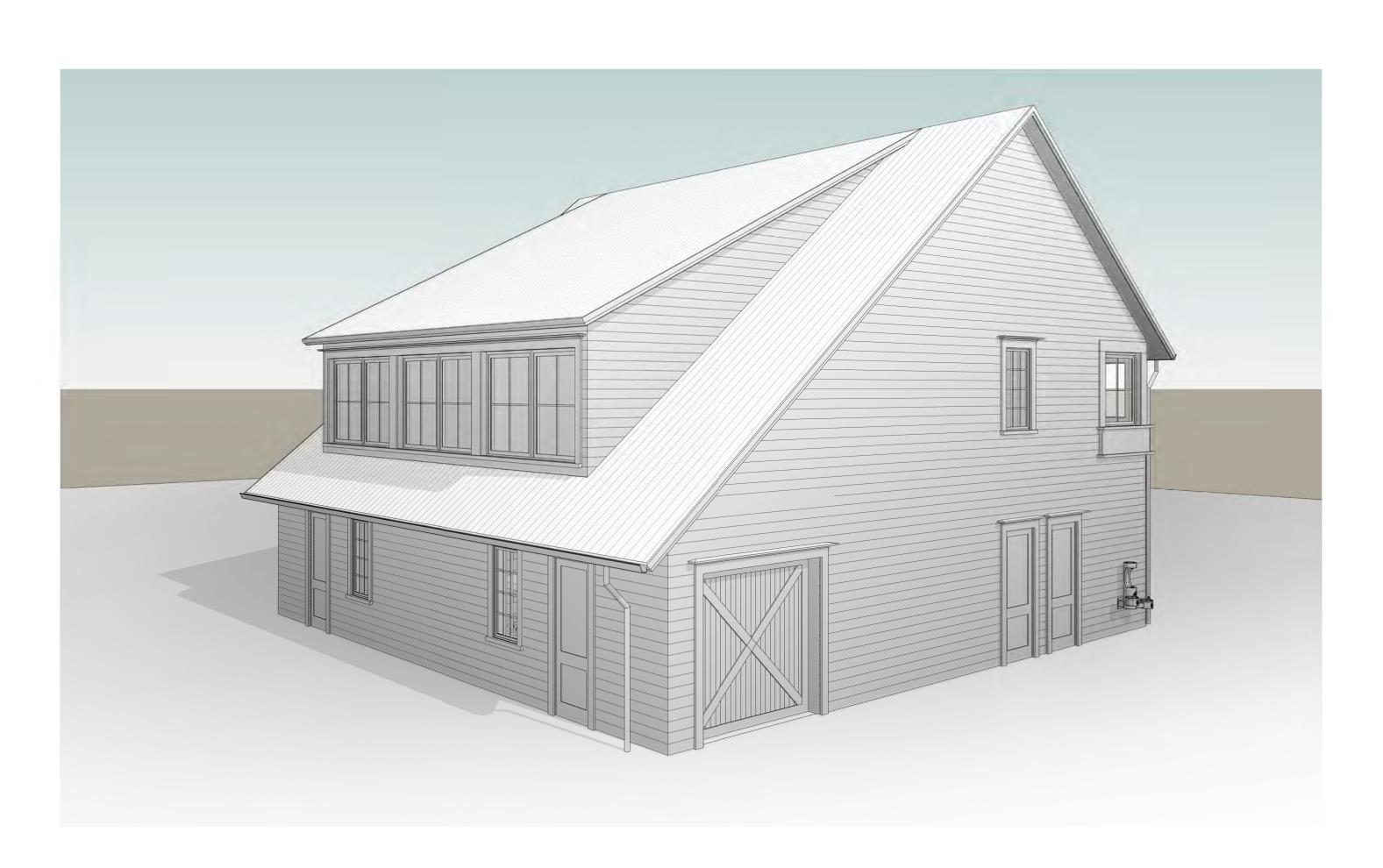
TOTAL BUILDING GROSS AREA: 3,604 SF

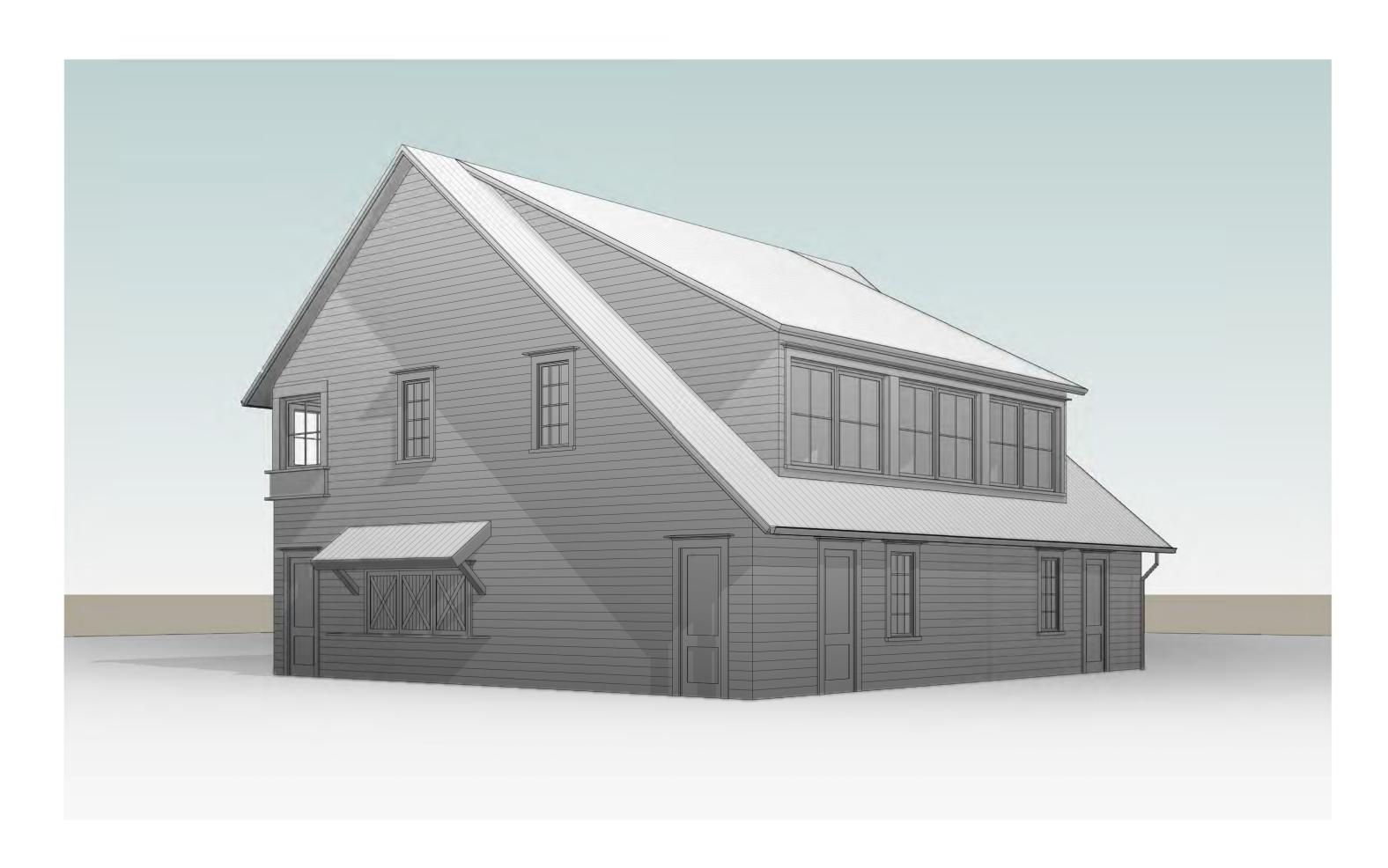




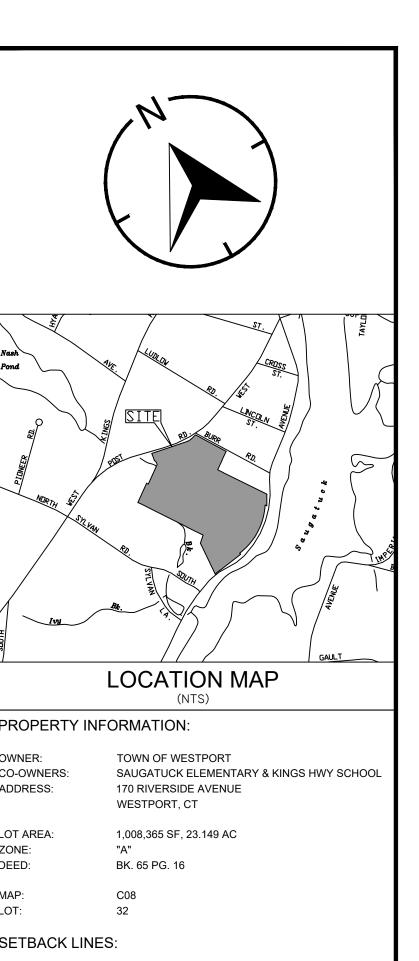










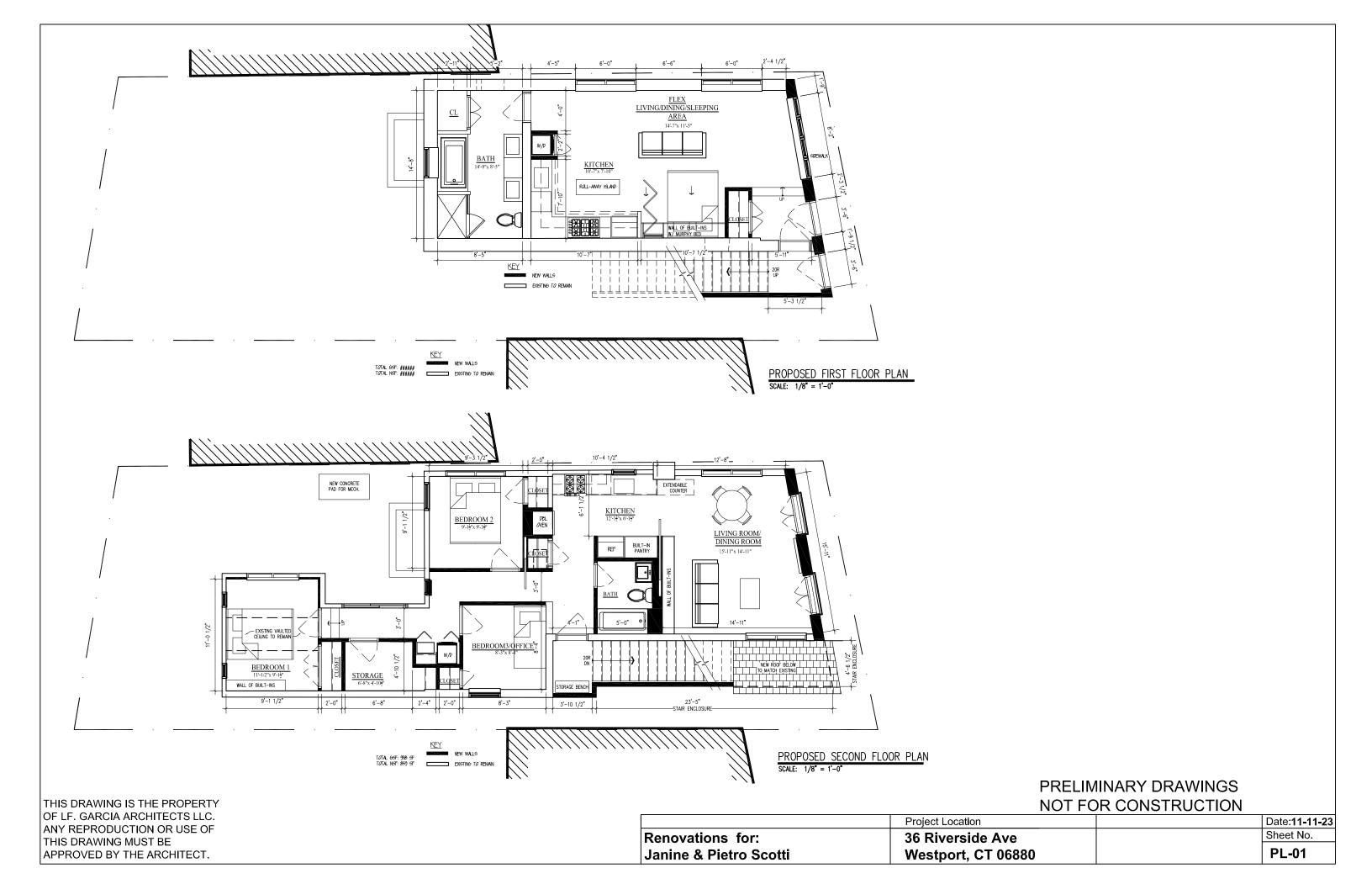


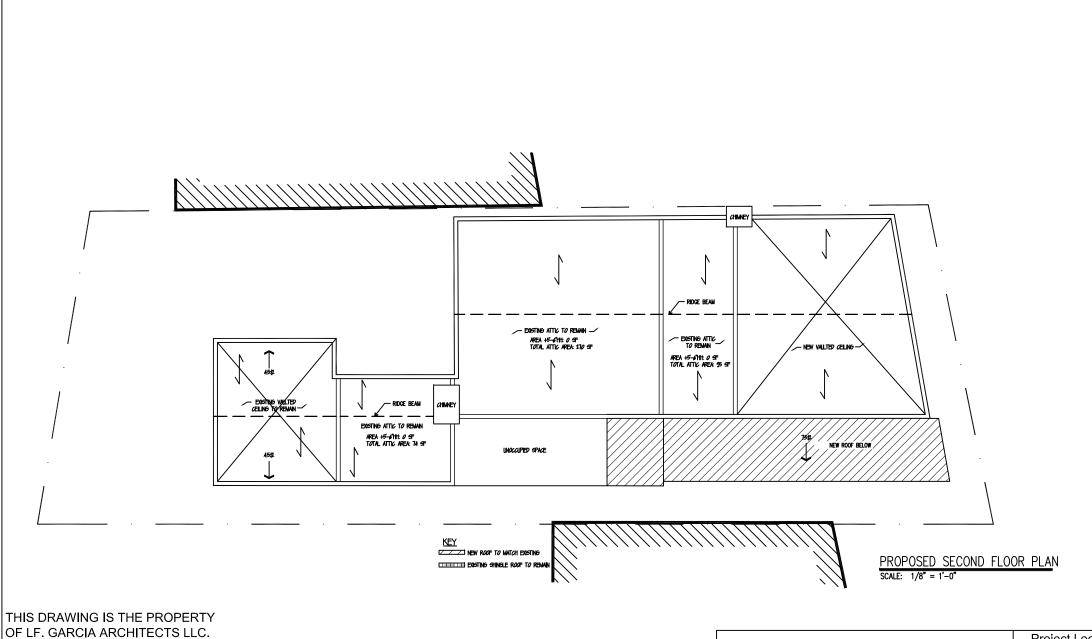
ARCHITECTURAL REVIEW BOARD APPLICATION REVIEW AND RECOMMENDATION

ARB review and recommendation is required prior to Planning and Zoning Commission or Zoning Board of Appeals hearings. This review provides required design review for proposed projects prior to zoning or variance approval. Application should be submitted in accordance with deadline posted on meeting calendar (10 days prior to meeting) to the HDC Office, Room 108. Additional materials may be requested for presentation at the meeting.

	COMMERCIAL BUILDING CONSTRUCTION OR ALT SPECIAL PERMIT USE			
	SIGNAGE	Submission Date: 9.11.2023		
	Property Address 36 Riverside Avenue Westport, CT 06880			
	(As listed in the Assessor's records)			
	Property PID# 10522	Zoning District: GBD		
	Owner's Name: Janine & Pietro Scotti	Daytime Tel #: 203-613-5408		
	Owner's Address: 25 Whitney Glenn Westport, CT 06880	E-mail: janinescotti464@gmail.com		
	Agent's Name (if different): Julie Verni	Daytime Tel #: 732-241-0625		
	Agent's Address: 45 Ocean Ave Apt. 2F Brooklyn, NY 11225	E-mail: julieverni1@gmail.com		
	Zoning Board of Appeals Case # (if any) ZBA-23-00481			
	Existing Uses of property: Commercial (restaurant) & Resident	tial Accessory Apartment		
	Reason for this Request: Building is seeking conversion from con			
	with an accessory apartment. The work associated with this	conversion includes:		
	Removal of existing storefront on first floor and replace with rexterior stair to second floor residential unit; extend first floor new windows throughout; remaining facade siding to remain	r facade to incoroporate new enclosure;		
	Dill Cami So	AL 200		
nlica	nt's Signature (If different than owner) Owner's Signature	(If the applicant is unable to obtain the signature of property		
piicu	owner, a letter of authoriz	zation signed by the property owner may be submitted instead		
rchite	ectural Review Board Recommendation:			
		The second secon		
7				

ARB APPLICATION 2pgs 08-07-18





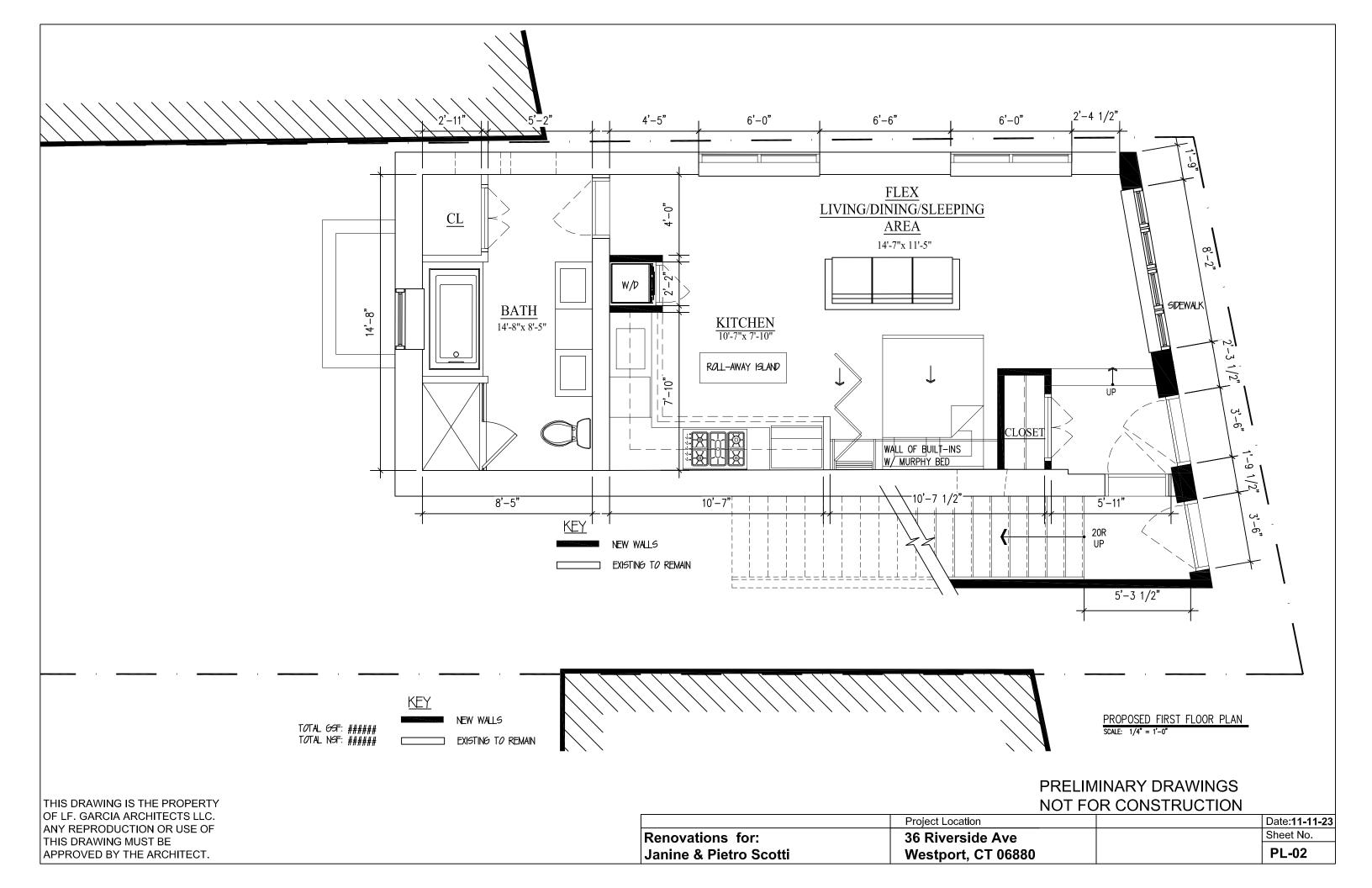
ANY REPRODUCTION OR USE OF

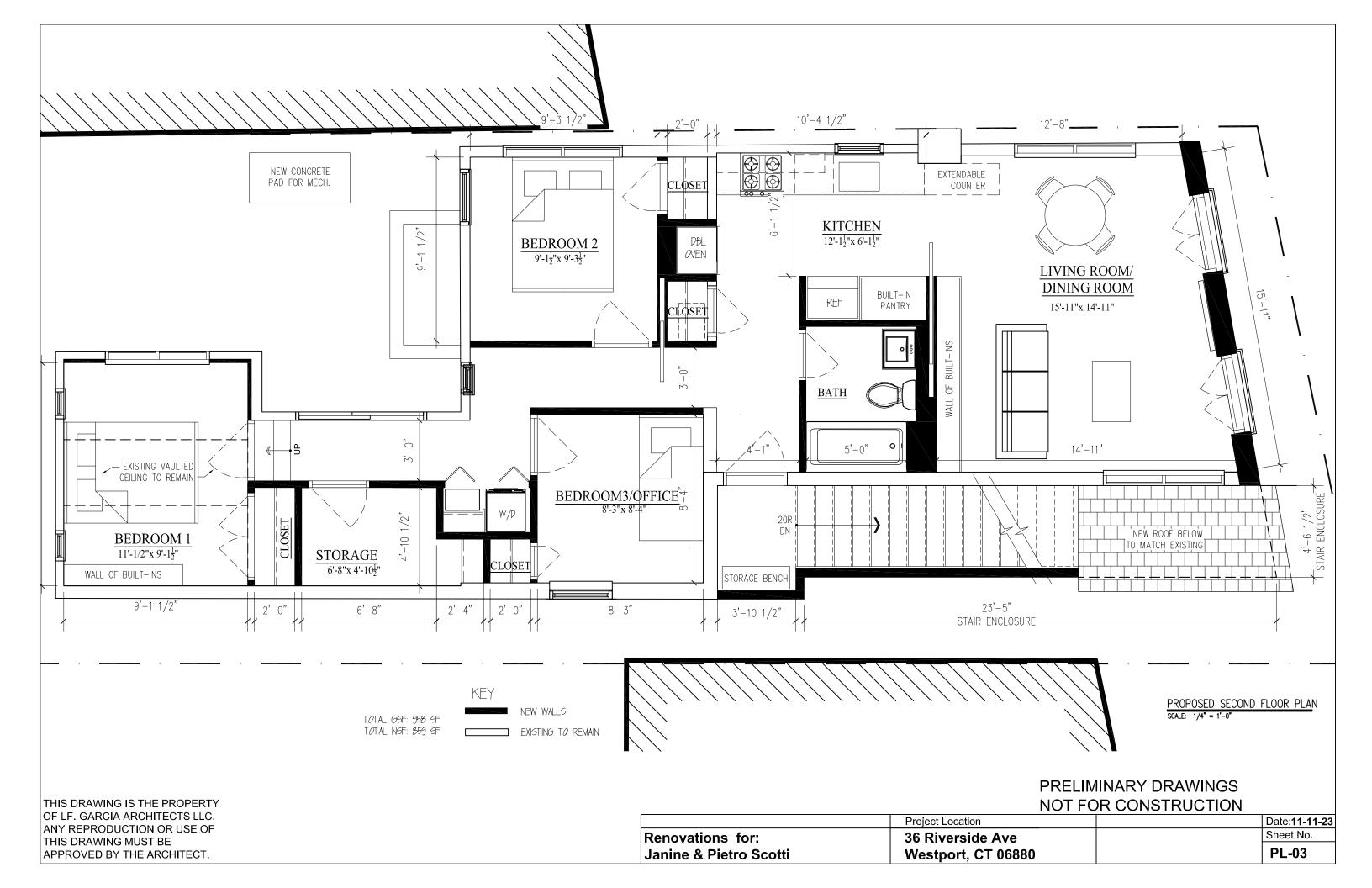
APPROVED BY THE ARCHITECT.

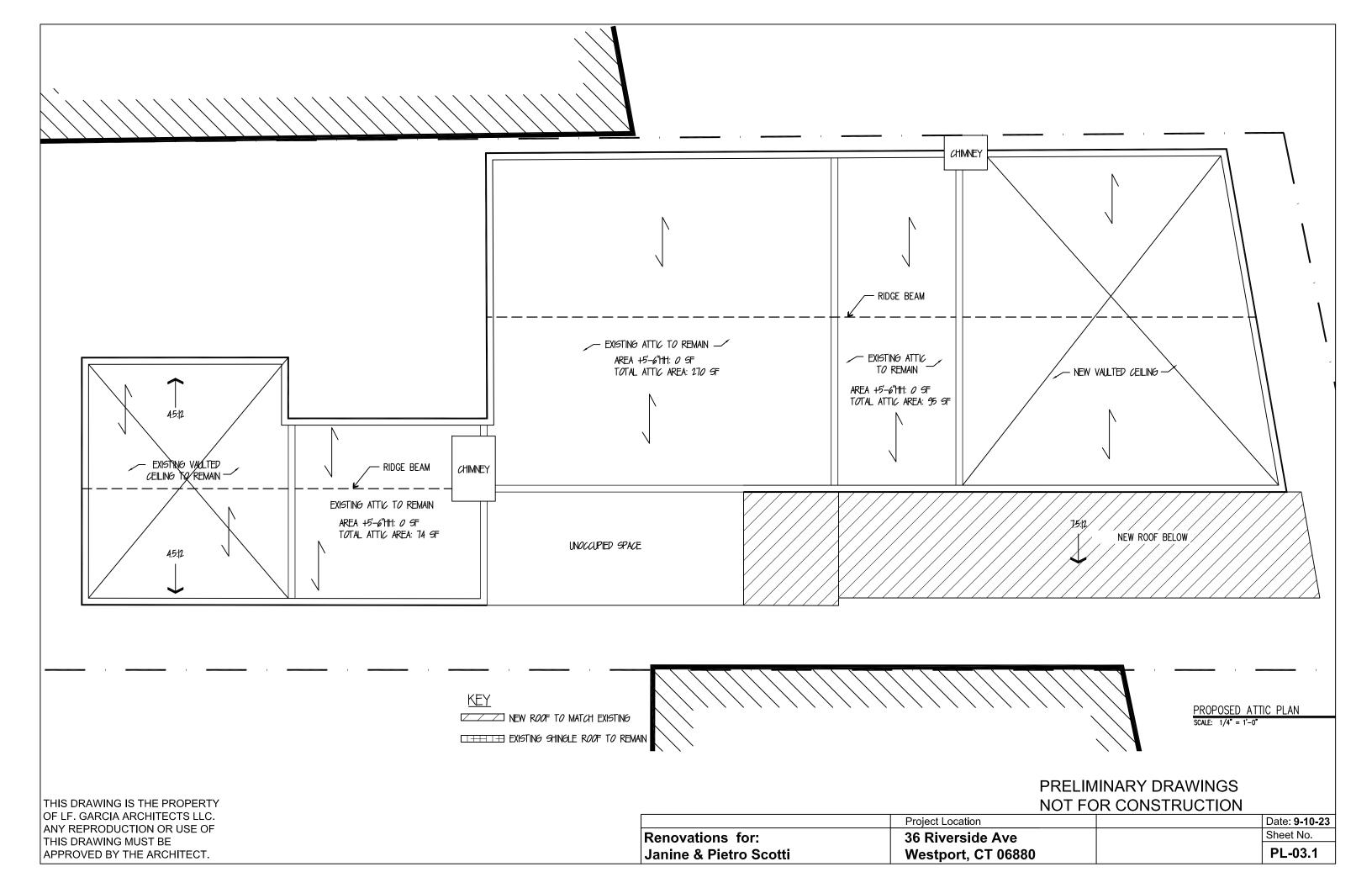
THIS DRAWING MUST BE

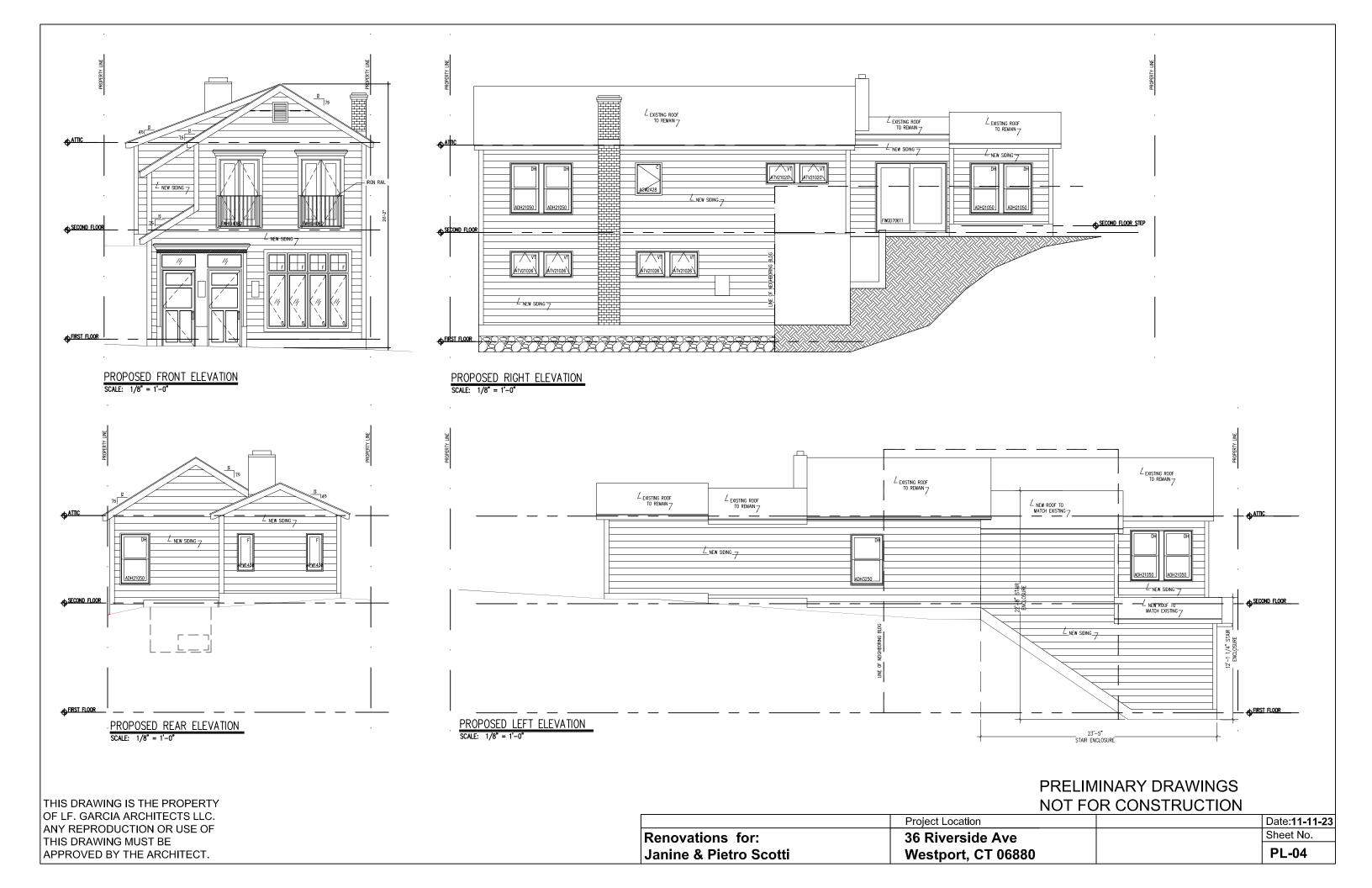
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

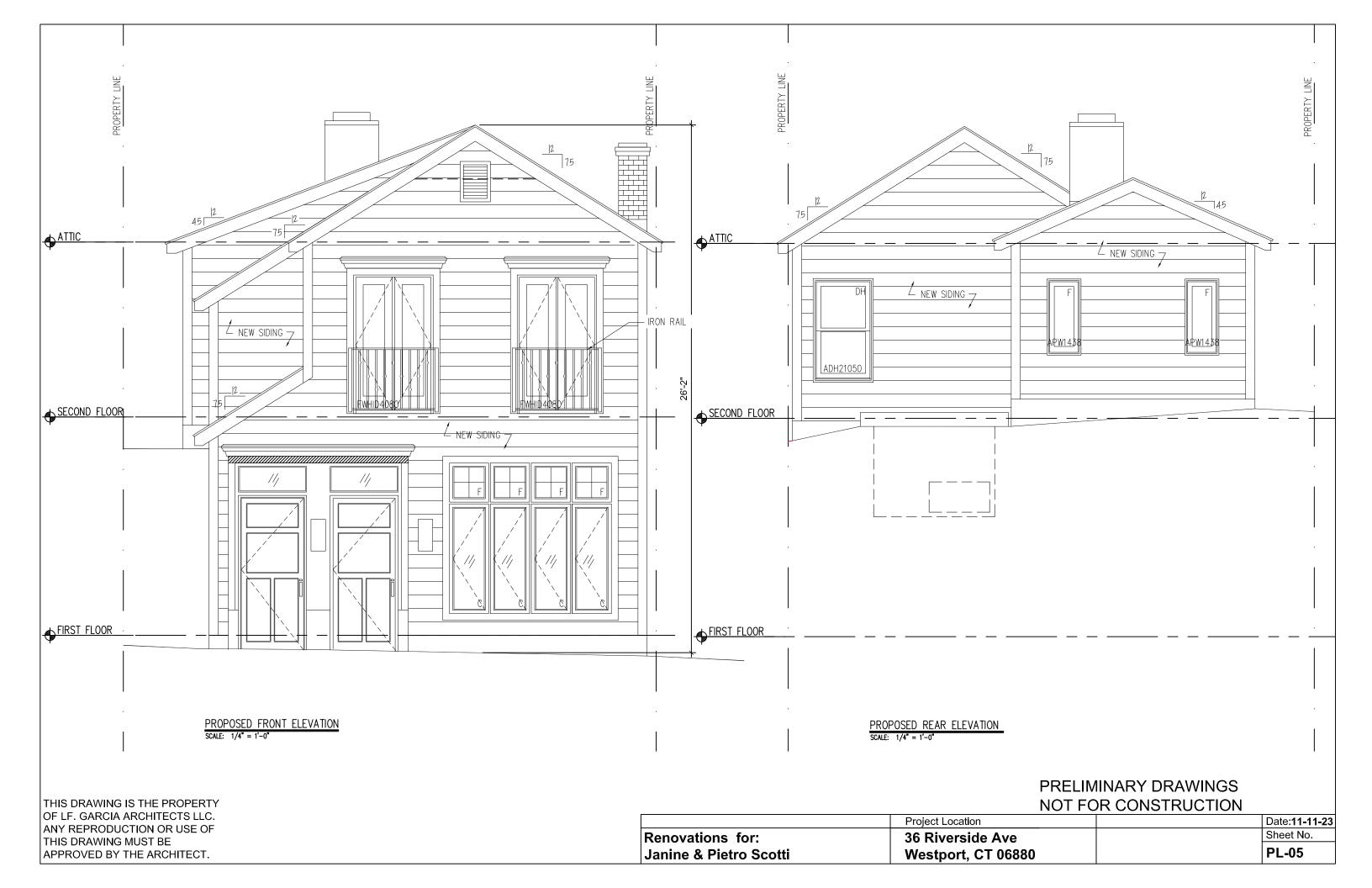
Project LocationDate: 9-10-23Renovations for:36 Riverside AveSheet No.Janine & Pietro ScottiWestport, CT 06880PL-01.1

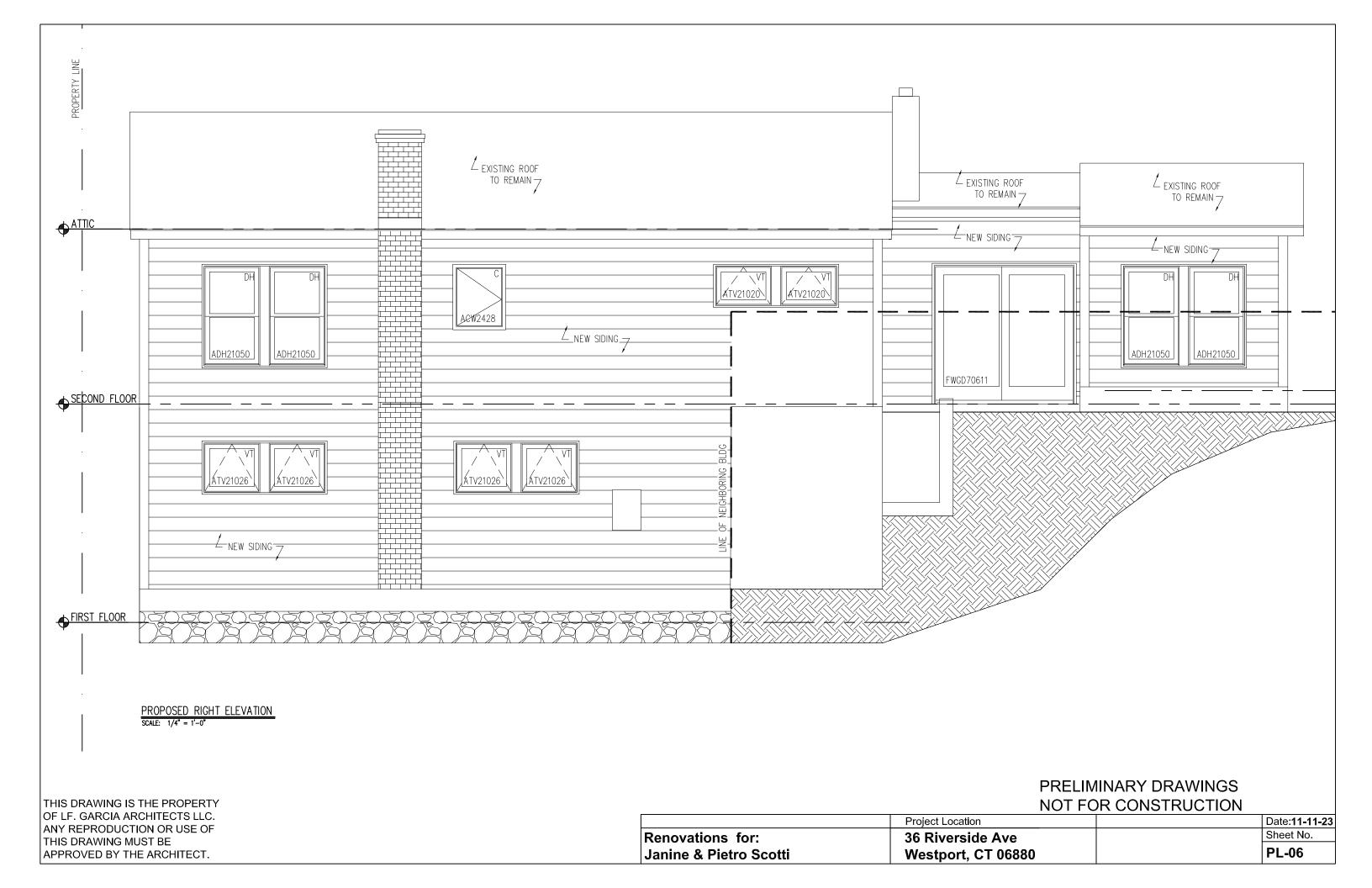


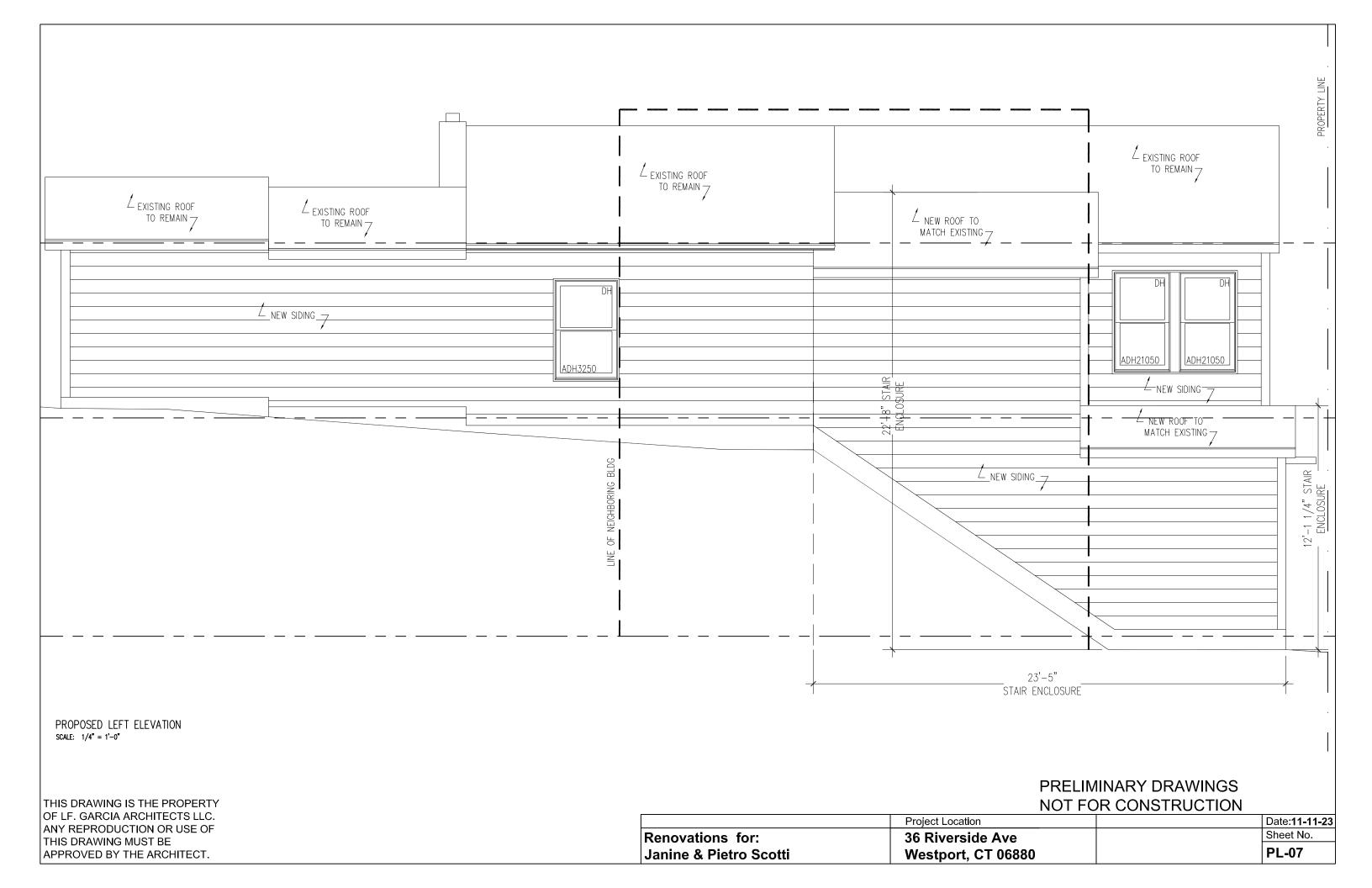


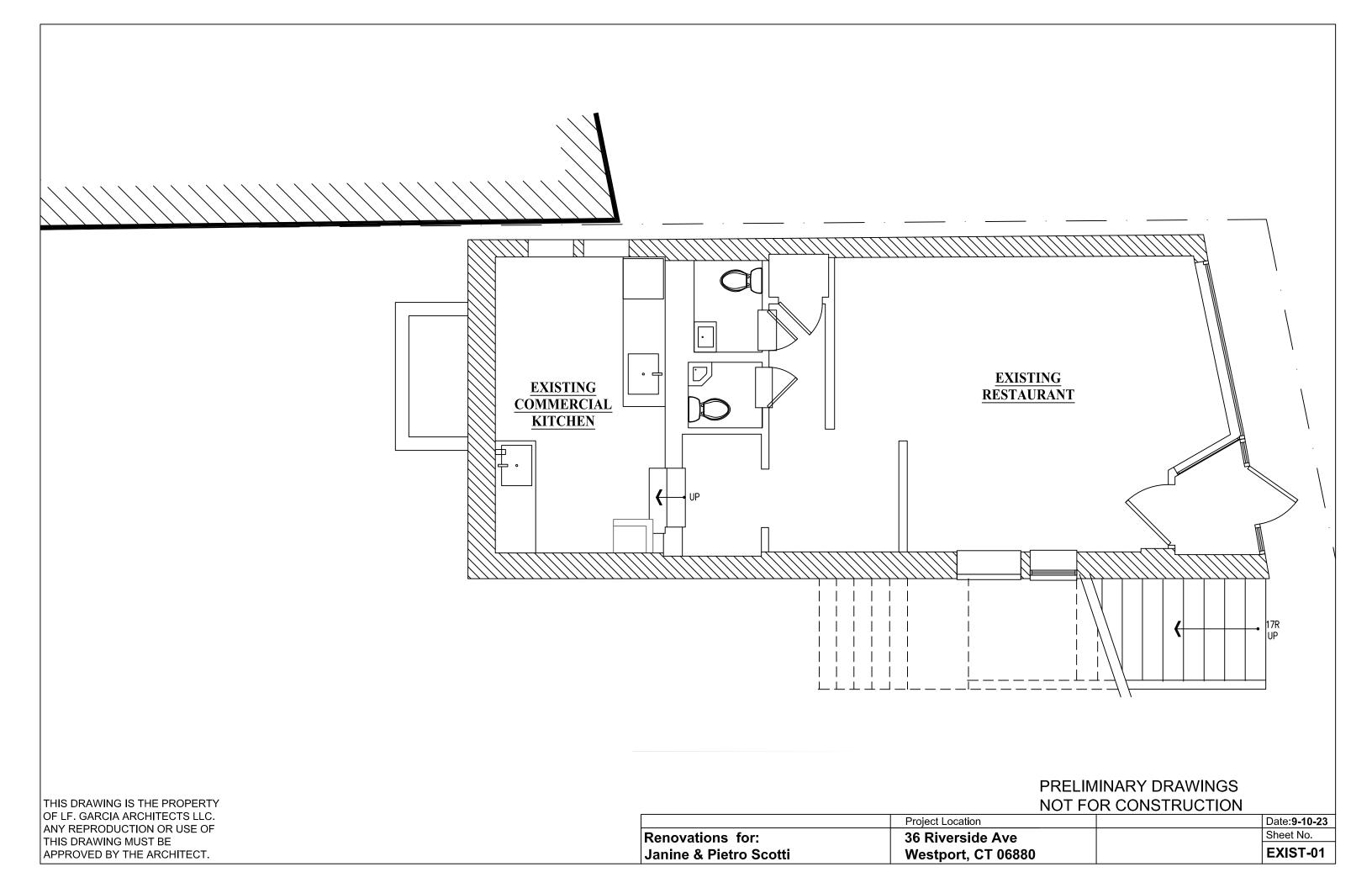


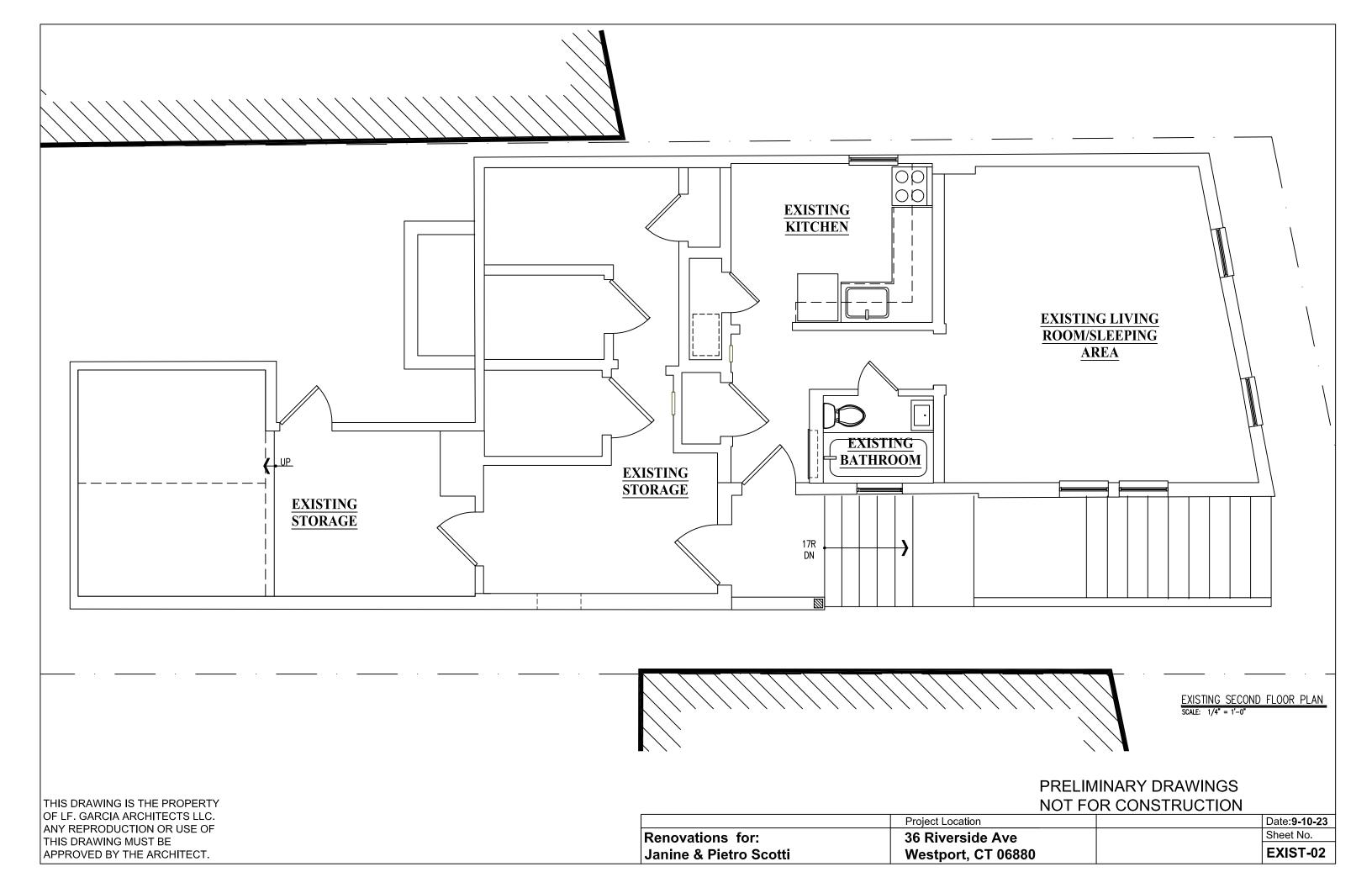


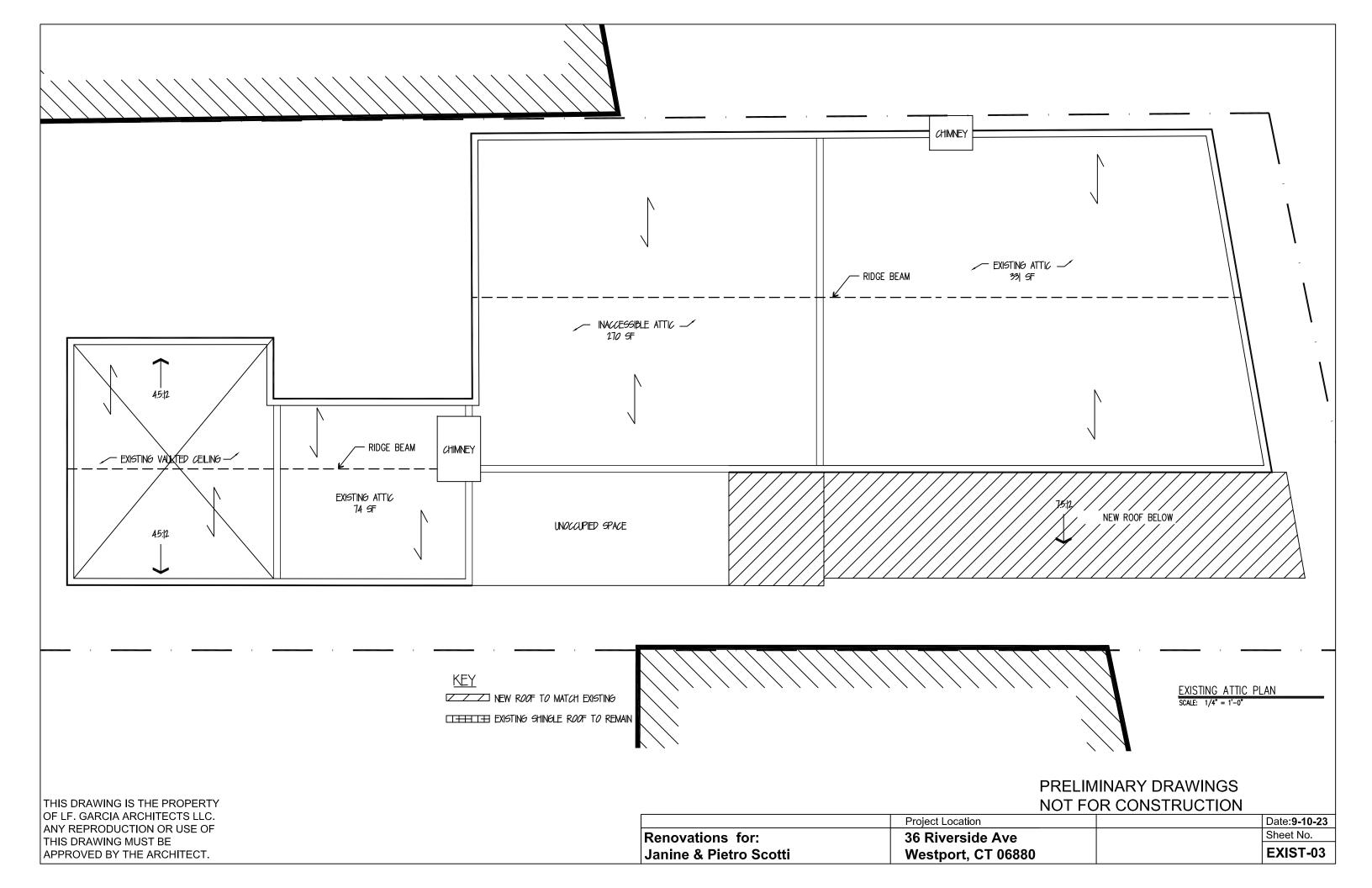


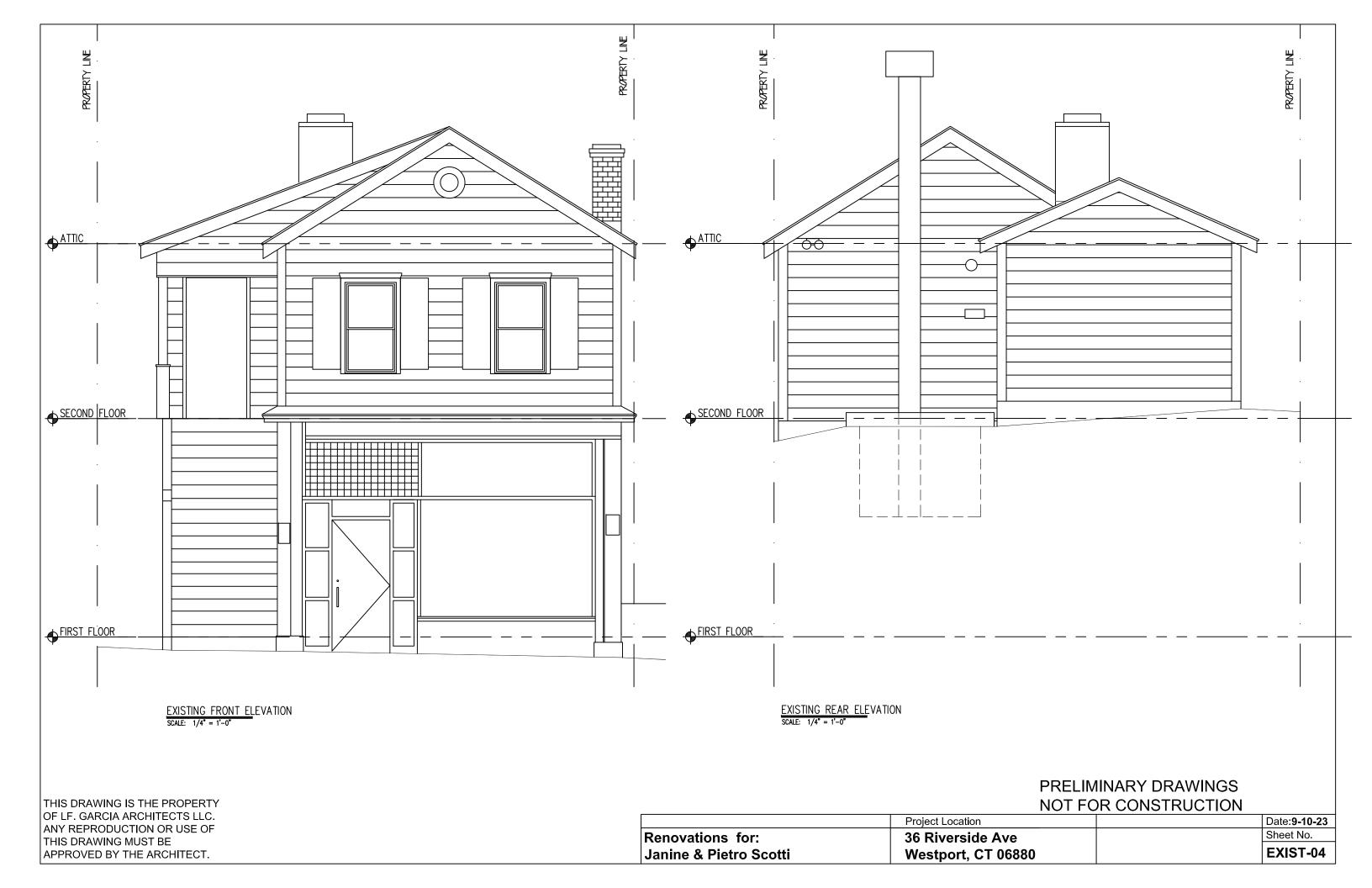


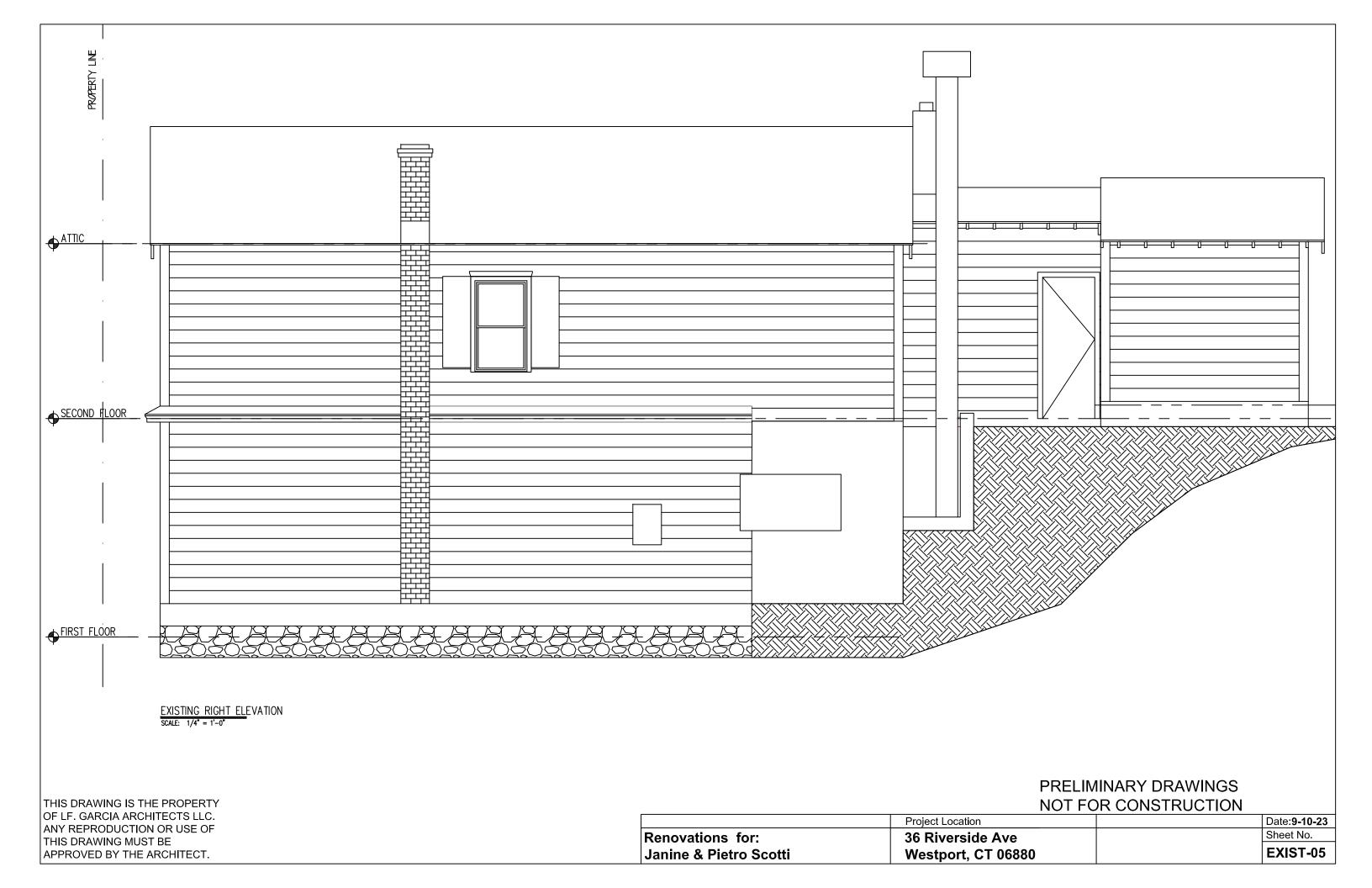


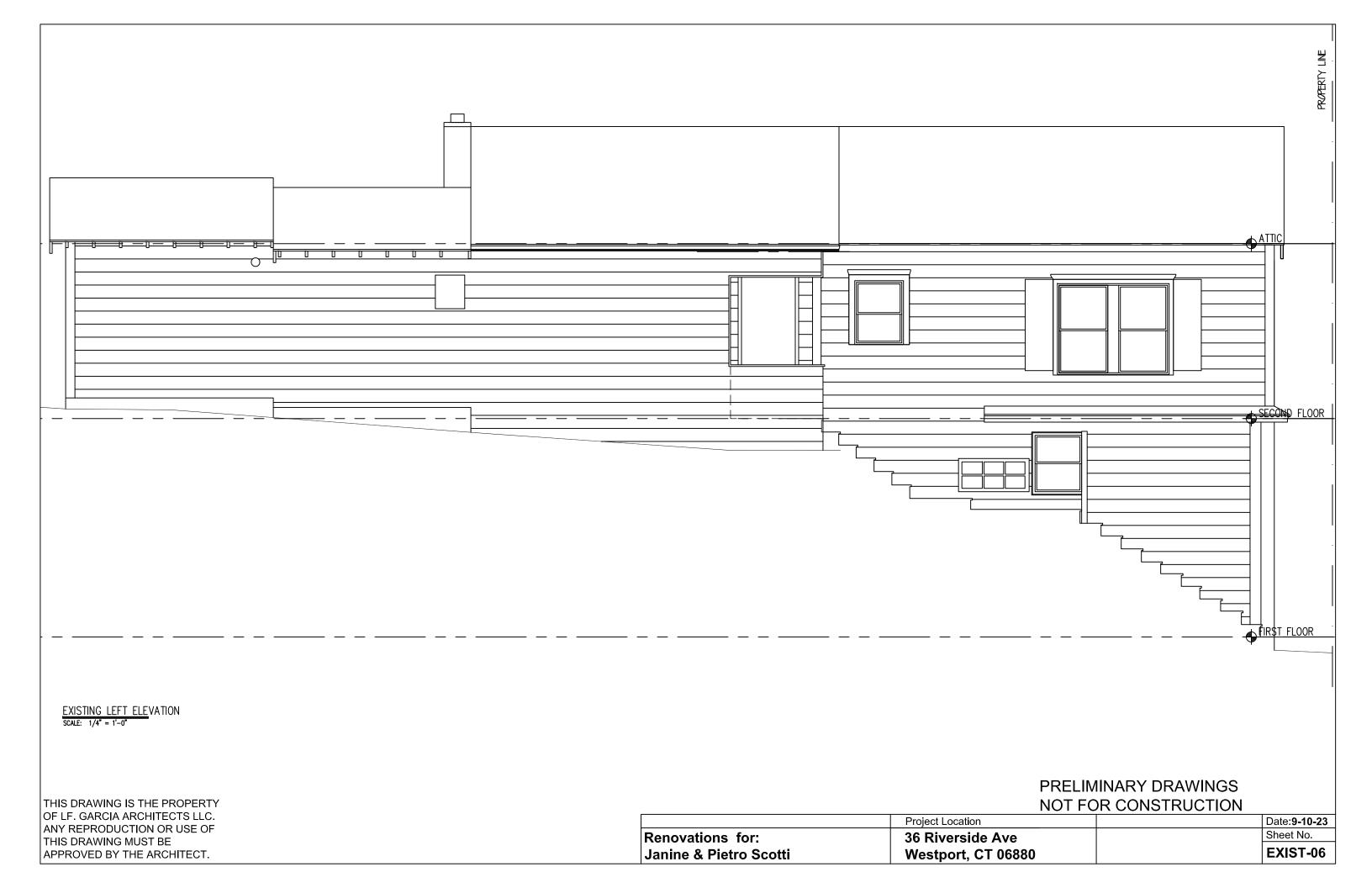














HISTORIC RESOURCES INVENTORY - BUILDING AND STRUCTURES

Please send completed form to: Stacey Vairo, National Register and State Register Coordinator, Connecticut Commission on Culture & Tourism, One Constitution Plaza, 2nd Floor, Hartford, CT 06103

* Note: Please attach any additional or expanded information on a separate sheet. GENERAL INFORMATION Building Name (Common) Da Pietros Building Name (Historic) Street Address or Location 36 Riverside Avenue Town/City Westport Village __ County Fairfield Owner(s) Scott Pietro O Public (Private PROPERTY INFORMATION Present Use: Commercial Historic Use: Commercial Accessibility to public: Exterior visible from public road? Yes O No Interior accessible? O Yes O No If yes, explain _ Style of building Vernacular Date of Construction ca. 1930 Material(s) (Indicate use or location when appropriate): Clapboard Asbestos Siding Brick Wood Shingle Asphalt Siding Fieldstone Board & Batten Stucco Cobblestone Aluminum Siding Concrete (Type ____ Cut Stone (Type____ Other Structural System Wood Frame ☐ Post & Beam ☐ Balloon ☐ Load bearing masonry ☐ Structural iron or steel Other_ Roof (Type) Gable Flat Mansard Monitor Sawtooth Gambrel Shed | Hip Round Other (Material) Wood Shingle Roll Asphalt Tin Slate Asphalt Shingle Built up Tile Other Number of Stories: 2 Approximate Dimensions Structural Condition: Excellent Good Fair Deteriorated Exterior Condition: Excellent Good Fair Deteriorated Location Integrity: On original site O Moved When? Alterations? • Yes O No If yes, explain: Rear ell FOR OFFICE USE: Town # Site # UTM District: S NR If NR, Specify: Actual Potential

PROPERTY INFORMA	TION (CONT'D)			
Related outbuildings or Barn S Other landscape for		Carriage House	Shop	☐ Garden
Surrounding Environme Open land High building den	Woodland Residentia	al Commercial III		tural
• Interrelationship of build See Continuation Sheet	ling and surroundings:			
Other notable features of See Continuation Sheet	building or site (Interior a	and/or Exterior)		
Architect		Builder		
Historical or Architectura See Continuation Sheet	l importance:			
• Sources:				
See Continuation Sheet				
Photographer PAL Inc.			Date	10/4/2011
View			Negative on	File
Name			Date	10/4/2011
Organization PAL Inc.	anus David I i Di			
Address 210 Lonsdale Av	enue, Pawtucket, RI			
Subsequent field evaluation	ons:			
Threats to the building of	or site:			
None known Deterioration		andalism Developed		Private

STATE OF CONNECTICUT

COMMISSION ON CULTURE & TOURISM STATE HISTORIC PRESERVATION OFFICE

One Constitution Plaza, Second Floor, Hartford, CT 06103

HISTORIC RESOURCE INVENTORY FORM

For Buildings and Structures

CONTINUATION SHEET

Item Number: ____ Date: October 2011

PAL, Pawtucket, RI 02860

36 Riverside Avenue, Westport, CT

Interrelationship of building and surroundings:

The building sits close to the west side of Riverside Avenue and faces east. It is built into a steep hill allowing the second story to be at grade on the west (rear) elevation. A raised stone planter lines the north side of the building and exterior stairs on the south elevation lead to the second story and west (rear) side of the property.

Other notable features of building or site (Interior and/or Exterior):

The building is two stories tall, two bays wide by one bay long with a rectangular plan. The front-gable roof has a brick chimney on the north elevation. A second concrete block chimney is located at the west end of the south slope. The walls are clad in clapboard with a cornice running between the first and second floors. The storefront contains an off-center, glazed doorway surrounded by plate glass windows on the east (facade) elevation. Windows consist of one-over-one, double-hung vinyl replacement sash. A one-story ell is located on the west elevation. The building is relatively intact, including the storefront and some exterior materials.

Historical or Architectural importance:

The building was constructed ca. 1930 at 31-33 Riverside Avenue and occupied by a plumber, J.H. McGill. By 1937, the space was being used by John B. Maurer, then John V. Maurer by 1941. The Maurer's no longer used the space in 1946, when half was listed as a vacant store and half occupied by Frank B. Hoffele. Hoffele remained in the building, but by 1954 Liberty Laundry and J.S. Gilbertie Sr. were sharing the space. In 1960, Philip V. Patalgno was listed at 33 Riverside Avenue (no 31 Riverside Avenue was listed). The street numbers were reorganized by 1965 that change the address to 36 Riverside Avenue. Cahill & London Associates, Surveyor occupied the space until 1970, when it was again vacant. It was converted into "Pearl's Restaurant" ca. 1980 and remained in the food industry to the present. It is currently "Da Pietros" owned by Scotti Pietros.

Sources:

Beers, J.H. & Co. Atlas of the County of Fairfield. 1867; Hopkins, G.M. Atlas of the County of Fairfield. 1879; Sanborn Fire Insurance Maps. 1891-1940; Westport Directory (W.D.). Loveland, CO: US West Marketing Resources, 1991; W.D. Chicago, IL: Johnson Publishing Co., 1985; W.D. Providence, RI: C. DeWitt White Co., 1917-1918; W.D. New Haven: The Price & Lee Co., 1923-1974.

STATE OF CONNECTICUT

COMMISSION ON CULTURE & TOURISM STATE HISTORIC PRESERVATION OFFICE

One Constitution Plaza, Second Floor, Hartford, CT 06103

HISTORIC RESOURCE INVENTORY FORM

For Buildings and Structures

CONTINUATION SHEET

Item Number: ____ Date: October 2011

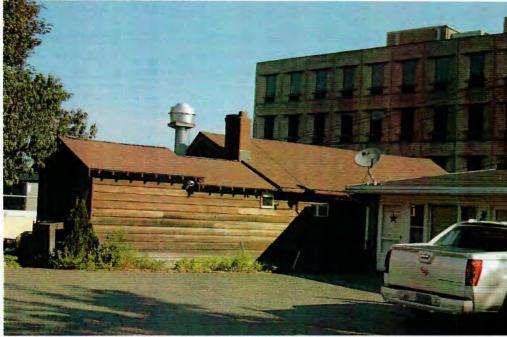
PAL, Pawtucket, RI 02860

36 Riverside Avenue, Westport, CT

PHOTOGRAPHS



View of the east and north elevations.



View of the west and south elevations.

FOR OFFICE USE ONLY

TOWN NO.:

SITE NO .:

UTM: 18/__/_/_ QUAD:

DISTRICT:

NR: Actual

Potential