



Board of Finance

Town Hall, 110 Myrtle Avenue
Westport, CT 06880
BOF@westportct.gov

WESTPORTSM

NOTICE AND AGENDA OF BOARD OF FINANCE MEETING

SPECIAL NOTICE ABOUT PROCEDURES FOR THIS MEETING:

This meeting will be held IN-PERSON IN THE AUDITORIUM OF THE WESTPORT TOWN HALL.
The meeting will also be live streamed on the Town Website westportct.gov (on the website, select "How Do I" Heading, and select "Watch Town Meetings") and shown on Optimum Government Access Channel 79. Meeting materials will be available at westportct.gov along with the meeting notice posted on the Meeting List & Calendar page.

NOTICE OF BOARD OF FINANCE PUBLIC MEETING

The Board of Finance will hold a Public Meeting on **Wednesday, January 3, 2024 at 7:30 p.m. in the Auditorium of the Westport Town Hall** for the following purposes:

AGENDA

1. To approve the Board of Finance Minutes of the December 6, 2023 Regular Meeting and the December 11, 2023 Special Meeting
2. Financial Report from the Finance Director. (Discussion Only)
3. Status Update from the Audit Manager. (Discussion Only)
4. Long Lots Building Project. (Discussion Only)
5. Upon the request of the Director of Public Works, to approve an Appropriation in the amount of \$130,520.21 along with bond and note authorization, to the Municipal Improvement Fund Account 30503310-500384-10120 for funding Westport's share of the Legal Expenses incurred by the Town of Westport for replacement of the Cavalry Road Bridge over the West Branch of the Aspetuck River.
6. Upon the request of the Parks & Recreation Director, to approve an agreement between the Town of Westport and Longshore Sailing School for the sailing school and boat rental operation located at the Longshore Club Park.
7. Upon the request of the Parks & Recreation Director, to approve an Appropriation in the amount of \$205,249 to the Capital and Non-Recurring Account 31508810-500463-10140 for the Comprehensive Beach Resiliency Planning Study.

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



Board of Finance

Town Hall, 110 Myrtle Avenue
Westport, CT 06880
BOF@westportct.gov

WESTPORTSM

DRAFT

NOTICE AND AGENDA OF BOARD OF FINANCE MEETING

The Board of Finance held a Public Meeting on **Wednesday, December 6, 2023 at 7:30 p.m. in the Auditorium of the Westport Town Hall** for the following purposes:

Attendees: Danielle Dobin, Rich Hightower, Mike Keller, Lee Caney, Liz Heyer, Jeff Hammer. Brian Stern absent.

AGENDA

1. Election of Board of Finance Chairman and Vice Chairman. **Motion to nominate Lee Caney as Chair: Dobin, second, Keller. Vote 6-0-0 Motion to nominate Mike Keller as Vice-Chair: Heyer, second, Caney. Vote 6-0-0.**
2. To approve the Board of Finance Minutes of the November 1, 2023 Regular Meeting. **Motion to approve: Caney, second, Hammer. Vote 3-0-3. Dobin, Heyer, Hammer abstained.**
3. Financial Report from the Finance Director. (Discussion Only) **Gary Conrad presented.**
4. Appointees of new members of the Board of Finance Audit Sub-Committee. **Motion to approve Brian Stern as Chair, Dobin as new member, Hightower as new member, Keller to remain as member until January 2024: Dobin, second, Hammer. Vote 6-0-0.**
5. Status Update from the Audit Manager. (Discussion Only) **Gary Conrad presented.**
6. Long Lots Building Project. (Discussion Only) **Lee Caney presented.**
7. Board of Education 1st quarter Financial Report from the BOE Chief Financial Officer. (Discussion Only) **Elio Longo presented.**
8. Upon the request of the Director of Human Services, to approve an appropriation of \$13,000 to the Senior Services WSCA Salary Account 10105530-511000 to increase part-time position from 25 hours to 35 hours for the remainder of FY 2023-2024. **Motion to approve: Hammer, second Dobin. Vote 6-0-0.**
9. Upon the request of the Director of Human Services, to approve the following transfer from the American Rescue Plan Act (ARPA) Funds to cover the following costs:

From: ARPA Emergency Assistance Account 51005520-588102	\$57,533.32
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To: ARPA Mental Health Account 51005520-588101	\$32,533.32
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APRA Job Search Program at Library Account 51005520-588116	\$25,000.00
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Motion to approve: Caney, second, Hammer. Vote 6-0-0.

10. Upon the request of the Director of Human Services, to approve an appropriation of \$70,561 from the Capital and Non-Recurring Fund Account 31505530-500383 for outdoor improvements at the Westport's Center for Senior Activities (WCSA) and a vehicle to assist in the delivery of home delivered meals and other WCSA business. This is reimbursable by the Southwest Connecticut Agency on Aging - American Rescue Plan Act (ARPA) Senior Center Grant. **Motion to approve: Dobin, second, Hightower. Vote 6-0-0.**
11. Upon the request of the Deputy Chief of Police, to approve an appropriation of \$362,194.37 from the Capital and Non-Recurring Fund Account 31502210-500212-22101 for the replacement of the existing 2006 Boston Whaler "Marine II" police patrol boat. **Motion to approve: Keller, second, Heyer. Vote 6-0-0.**
12. Upon the request of the Deputy Chief of Police, to approve an appropriation of \$85,840 from the Capital and Non-Recurring Fund Account 31502210-500244 for the replacement of the two existing motors for the Marine I police patrol boat. **Motion to approve: Hightower, second, Dobin. Vote 6-0-0.**
13. Upon the request of the Deputy Chief of Police, to approve an appropriation from the Railroad Parking Reserve Account 29002219-588000 of \$18,000 to the Railroad Parking Facility Improvement Account 21002219-572200 for 16 replacement light fixtures at the Saugatuck train station. **Motion to approve: Hammer, second, Heyer. Vote 6-0-0.**
14. Upon the request of the Director of Public Works, to approve an appropriation of \$65,000 from the Capital and Non-Recurring Fund Account 31503310-500382 for the purchase of one (1) F350 Building Maintenance Service Truck. **The appropriation was changed to \$75,000 to reflect the amount requested in the backup documentation. Motion to approve: Dobin, second, Hammer. Vote 6-0-0.**
15. Upon the request of the Director of Public Works, to approve an appropriation of \$250,000 from the American Rescue Plan Act (ARPA) Fund 51003310-588106 for additional Post Road bus shelters. **Motion to approve: Hightower, second, Hammer. Vote 6-0-0.**
16. Upon the request of the Director of Public Works, to approve an appropriation of \$275,000 from the Sewer Reserve Fund Account 32003330-500462-10131 for the third round of emergency repairs to the Pump Station #10 force main. **Motion to approve: Heyer, second, Hammer. Vote 6-0-0.**
17. **[Moved to Item No. 7]** Upon the request of the Assistant Town Attorney, to approve a 40-Year Deed Restriction for Dwelling at 136 Riverside Avenue. **Motion to approve: Dobin, second, Heyer. Vote 6-0-0.**
18. To review the 2024 Board of Finance Calendar. (Discussion Only) **Lee Caney presented.**

Motion to adjourn: Caney, second, Dobin. Vote 6-0-0.

Meeting adjourned: 10:07 p.m.

Meeting notes respectfully submitted by Mike Keller, Vice Chair.



WESTPORTSM

Board of Finance

Town Hall, 110 Myrtle Avenue
Westport, CT 06880
BOF@westportct.gov

DRAFT

NOTICE AND AGENDA OF BOARD OF FINANCE SPECIAL MEETING

SPECIAL NOTICE ABOUT PROCEDURES FOR THIS MEETING:

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NOTICE OF BOARD OF FINANCE PUBLIC MEETING

The Board of Finance will hold a Special Meeting on **Monday, December 11, 2023 at 7:30 p.m. in the Auditorium of the Westport Town Hall** for the following purposes:

ATTENDEES: Danielle Dobin, Rich Hightower, Mike Keller, Lee Caney, Liz Heyer, Jeff Hammer, Brian Stern (by phone).

AGENDA

1. Second discussion of the Long Lots Building Project (Discussion only, no vote being taken) **Presentations/comments by Board of Education and superintendent; Westport Police Department; LLBC; Parks & Recreation. Discussion only; no action(s) or vote(s) taken.**

Motion to take up new business/continue discussions after 10:00 p.m.: Caney, second, Hammer. 7-0.

**Motion to adjourn: Caney, second, Hammer. 7-0.
Time adjourned: 12:55 p.m.**

Meeting minutes respectfully submitted by Mike Keller, Vice-Chair.

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WESTPORT, CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

December 14, 2023

Ms. Jennifer S. Tooker
First Selectwoman
Town Hall
Westport, CT 06880

APPROVED: _____

Jennifer S. Tooker

First Selectwoman

Date: 12/14/23

Re: Request for Appropriation along with bond and note authorization to the Municipal Improvement fund, for funding Westport's share of the Legal Expenses incurred by the Town of Weston for replacement of the Cavalry Road Bridge over the West Branch of the Aspetuck River

Dear Ms. Tooker,

This office herein requests an appropriation along with bond and note authorization to the Municipal Improvement fund, in the amount of \$130,520.21 for funding Westport's share of Legal Expenses incurred when Weston went to arbitration proceedings between the Town of Weston and the Contractor who built the bridge. The arbitration proceedings dealt with a payment dispute by the Contractor.

The Cavalry Road Bridge, (Bridge #04964), over the West Branch of the Saugatuck River was replaced in 2021-2022. The Contractor who replaced the bridge was NJR Construction, Inc..

The bridge that was replaced was constructed in 1956 and straddles the Town Line between Westport and Weston. The Connecticut DOT determined in 2016 that the bridge required replacement and assigned the task of replacement to the Town of Weston. The bridge was eligible for funding under the Federal Local Bridge Program, (FLBP), which provides 80% reimbursement of construction expenses to the Town(s). The FLBP does not reimburse legal expenses.

Because the Bridge spans the Town line, both Towns must share the remaining 20% of associated costs, and any non-participating expenses. Weston opted to use the default formula for expense sharing provided in CGS 13a-238, which apportions the cost according to the two town's tax revenue.

INVOICE

TOWN OF WESTON

Finance Department

56 Norfield Road

Weston, CT 06883

203-222-2678

rdarling@westonct.gov

Insert Town Logo Here

BILL TO:
Town of Westport
Attn: Peter Ratkiewich
pratkiewich@westportct.gov
203 341 1125

Invoice # 2
Invoice Date: 12/12/2023
Payment Date: 1/11/2024
Amount Due: \$130,520.21

Description	Quantity	Price	Amount
Legal expenses related to arbitration proceedings between the Town and the contractor for Cavalry Road Bridge	1.00	\$ 130,520.21	\$ 130,520.21
Total			\$130,520.21

Please make all checks payable to the Town of Weston

DEPARTMENT	ORG	OBJ	YR/PER/JNL	EFF DATE	SRC	AMOUNT	VENDOR/REF 1	REF 2	REF 3	REF 4	INVOICE #	DOC #	CHECK #	VENDOR NAME
961	5017503	55001	2023/04/000036	10/31/2022	GEN	-819.34	OCTCR	OCTCR						
			2023/07/000032	01/25/2023	GEN	2,800.00	DECLIAN	DECLIANDBC						
			2023/09/000053	03/25/2023	GEN	2,800.00	FEBMAR	FEBMARDBC						
			2023/11/000065	05/23/2023	GEN	-10,200.00	RECLAS	RECLASS						
			2023/12/000165	06/30/2023	GEN	-169,569.93	ACCRC	ACCTRECEIV						
			2024/01/000676	07/01/2023	BUC	-2,311,364.01								
			2024/01/000360	07/31/2023	GEN	-169,569.93	JULYCR	JULYCR						
			2024/02/000042	08/31/2023	GRV	169,569.93	ACCRC	ACCTRECEIV						
			2024/02/000038	08/31/2023	GEN	-681.60	AUGCR	AUGCR						
			2023/04/000026	10/28/2022	API	6,500.00	005057		83529	W 221028	0004581-JN	83529	619,497	ATLAS COMPANIES
			2022/08/000016	02/18/2022	API	16,910.00	007596		80253	W 220218	74103-1	80253	617,803	CHA CONSULTING INC
			2022/09/000011	03/04/2022	API	3,800.00	007596		80409	W 220304	74103-2	80409	617,896	CHA CONSULTING INC
			2022/10/000077	04/29/2022	API	4,465.00	007596		81091	W 220429	74103-4	81091	618,247	CHA CONSULTING INC
			2022/12/000037	06/24/2022	API	10,450.00	007596		81842	W 220624	74103-5	81842	618,603	CHA CONSULTING INC
			2023/03/000004	09/02/2022	API	2,660.00	007596		82791	W 220902	74103-7	82791	619,115	CHA CONSULTING INC
			2023/03/000107	09/30/2022	API	2,090.00	007596		83159	W 220930	74103-8	83159	619,295	CHA CONSULTING INC
			2023/03/000107	09/30/2022	API	2,565.00	007596		83160	W 220930	74103-9	83160	619,295	CHA CONSULTING INC
			2023/05/000012	11/11/2022	API	190.00	007596		83729	W 221111	74103-9	83729	619,611	CHA CONSULTING INC
			2023/08/000004	02/03/2023	API	3,665.00	007596		84732	W 230203	74103-10	84732	620,146	CHA CONSULTING INC
			2024/05/000050	11/22/2023	API	570.00	007596		88592	W 231122	74103-11	88592	622,159	CHA CONSULTING INC
			2023/07/000013	01/20/2023	API	5,887.00	007782		84583	W 230120	WESTON	84583	620,066	CRISTIANO AND SONS I
			2023/04/000026	10/28/2022	API	10,200.00	007096		83576	W 221028	778	83576	619,525	EAGLE RESTORATION &
			2023/03/000107	09/30/2022	API	2,990.00	007705		83189	W 220930	1077	83189	619,311	GREENS LANDSCAPING
			2023/10/000019	04/14/2023	API	3,625.00	007705		85623	W 230414	1241	85623	620,590	GREENS LANDSCAPING
			2023/10/000041	04/28/2023	API	3,625.00	007705		85806	W 230428	1241A	85806	620,678	GREENS LANDSCAPING
			2022/08/000006	02/04/2022	API	4,860.00	006728		79970	W 220204	11374257	79970	617,738	HALLORAN & SAGE LLP
			2022/10/000043	04/14/2022	API	1,320.00	006728		80921	W 220414	11378843	80921	618,174	HALLORAN & SAGE LLP
			2022/10/000077	04/29/2022	API	2,790.00	006728		81105	W 220429	11381679	81105	618,262	HALLORAN & SAGE LLP
			2022/12/000014	06/10/2022	API	5,086.06	006728		81602	W 220610	11383893	81602	618,528	HALLORAN & SAGE LLP
			2023/10/000041	04/28/2023	API	21,772.00	006728		85810	W 230428	11409068	85810	620,679	HALLORAN & SAGE LLP
			2023/02/000012	08/19/2022	API	5,796.72	008636		82537	W 220816	11388766	82537	619,028	HALLORAN AND SAGE LL
			2023/04/000026	10/28/2022	API	2,664.47	003636		83596	W 221028	11395699	83596	619,534	HALLORAN AND SAGE LL
			2023/05/000049	11/23/2022	API	7,980.00	003636		83983	W 221123	11398103	83983	619,728	HALLORAN AND SAGE LL
			2023/06/000028	12/22/2022	API	9,092.00	003636		84335	W 221222	11400133	84335	619,937	HALLORAN AND SAGE LL
			2023/08/000004	02/03/2023	API	21,870.00	008636		84766	W 230203	11402482	84766	620,167	HALLORAN AND SAGE LL
			2023/08/000022	02/17/2023	API	28,045.20	003636		84961	W 230217	11404333	84961	620,259	HALLORAN AND SAGE LL
			2023/09/000012	03/17/2023	API	15,221.00	003636		85289	W 230317	11406330	85289	620,428	HALLORAN AND SAGE LL
			2023/11/000072	05/26/2023	API	3,565.00	003636		86155	W 230526	11411033	86155	620,867	HALLORAN AND SAGE LL
			2023/12/000064	06/23/2023	API	9,021.00	003636		86536	W 230623	11413104	86536	621,088	HALLORAN AND SAGE LL
			2023/12/000094	06/30/2023	API	30,876.00	003636		87025	W 230630B	11415924	87025	621,359	HALLORAN AND SAGE LL
			2024/03/000003	09/01/2023	API	5,177.00	003636		87486	W 230901	11418105	87486	621,595	HALLORAN AND SAGE LL
			2024/03/000026	09/29/2023	API	862.09	003636		87852	W 230929	11420663	87852	621,787	HALLORAN AND SAGE LL
			2024/04/000024	10/27/2023	API	1,581.00	003636		88208	W 231027	11422967	88208	621,972	HALLORAN AND SAGE LL
			2024/05/000050	11/22/2023	API	2,697.00	003636		88627	W 231122	11425150	88627	622,183	HALLORAN AND SAGE LL
			2021/06/000008	12/11/2020	API	1,279.88	006487		74906	W 201211	OCT 2020A	74906	615,126	HEARST COMMUNICATION

\$180,276.54

X 724

\$130,520.21



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

December 14, 2023

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


APPROVED: _____


Jennifer S. Tooker
First Selectwoman
Date: 12/15/23

Dear Ms. Tooker:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for approval of the Lease Agreement for the sailing school and boat rental operation located at Longshore Club Park.

Respectfully,


Jennifer A. Fava
Director of Parks and Recreation

attachments

cc: Gary Conrad

LEASE AGREEMENT
(MUNICIPAL BUILDING AND GROUNDS)

Revised by Doug LoMonte December 13, 2023 2:21 p.m.

This Lease Agreement (the “Lease”) is dated as of January ____, 2024 (the “Effective Date”) by and between the **TOWN OF WESTPORT** (the “Town”) and **LONGSHORE SAILING SCHOOL, INC.** (the “Sailing School”). The Town and the Sailing School are each sometimes referred to below as a “Party” and collectively as the “Parties”.

1. Definitions. Capitalized words and phrases in this Lease shall have the meanings ascribed to them below. Other capitalized words and phrases are defined elsewhere in this Lease.

a. “Additional Rent” means any sum that the Sailing School is obligated to pay to the Town under any provision of this Lease.

b. “Approval” means approval by the applicable person or persons in writing.

c. “Base Rent” means the sums due under Section 4, below.

d. “Building” means the structure indicated as *Building* on the Detailed Image.

e. “Business Day” mean any day other than Saturday, Sunday or a day on which banks are closed in the State of Connecticut.

f. “Combined Business” means the Instructional Program, the Rental Business and the Incidental Merchandise Business.

g. “Commission” means the Westport Parks and Recreation Commission.

h. “Consent” means the consent of the applicable person or persons in writing.

i. “Department” means Westport Parks and Recreation Department.

j. “Designated Lot” means the parking area indicated as *Designated Lot* on the Wide Image.

k. “Detailed Image” means the aerial image attached as Exhibit B.

l. “Director” means the Department’s Director.

m. “Incidental Merchandise” means materials directly related to the Instructional Program, as reasonably determined by the Commission. *Examples of Incidental Merchandise include instructional aids, books, life vests and promotional t-shirts, sweatshirts and hats.*

n. “Incidental Merchandise Business” means the sale of Incidental Merchandise.

o. “Instructional Program” means a program of youth and adult sailing and small boat operation.

p. “Leased Premises” means and includes the Operations Area and the Winter Storage Area.

q. “Operations Area” means the area within the Park indicated on the Detailed Image, including the Building and all other structures now or hereafter constructed.

r. “Park” means Longshore Club Park, as shown on the Wide Image.

s. “Rental Business” means a business of renting small boats such as sail boats under 20 feet, kayaks and paddle boards.

t. “Rent” means Base Rent and Additional Rent.

u. “Sailing Season” means, with respect to any calendar year during the Term, the period commencing on the Friday before Memorial Day and ending on Labor Day.

v. “Session” means a class of sailing instruction held in the Park.

w. “Superintendent” means the Town’s Superintendent of Facilities.

x. “Term” means the period of time during which the Sailing School is entitled possession of the Leased Premises in accordance with the provisions of this Lease, but does not include any hold over period.

y. “Wide Image” means the aerial image attached as Exhibit A.

z. “Winter Storage Area” means the area within the Park indicated in the Detailed Image.

2. The Leased Premises. Town hereby leases to the Sailing School the Operations Area and the Winter Storage Area, provided that the Sailing School’s use of the Winter Storage Area shall be limited to storage of floating docks and equipment during the winter months. In addition, the Sailing School is granted the right to the nonexclusive use of the common walkways and other public or common areas located within the Operations Area and the Winter Storage Area.

3. **Initial Term and Extension Option.** Unless sooner terminated pursuant to the provisions of this Lease, the Term shall begin on the Effective Date and end on October 31, 2028 (the “Initial Term”). The Sailing School shall have the option to extend the Initial Term for one 5-year period, beginning November 1, 2028 and ending October 31, 2033, subject to such conditions as are mutually agreed upon by the Town and the Sailing School.

4. **Base Rent.** The Base Rent for the Initial Term is payable in five (5) annual installments of Five Thousand and 00/100 Dollars (\$5,000.00) on June 1.

5. **Permitted Uses.** The Sailing School shall use the Leased Premises solely for the Combined Business. The Sailing School shall not authorize or permit the Leased Premises to be used for any other purpose or purposes whatsoever.

6. **Restrictions and Obligations.** The Sailing School shall comply with the following restrictions and obligations.

a. The Sailing School shall not use, or authorize or permit anyone to use, any part of the Leased Premises for any use or purpose contrary to the provisions of this Lease or in violation of the laws or regulations of the United States of America, the State of Connecticut or the ordinances, regulations or requirements of the Town.

b. The Sailing School shall deliver to the Director on or before December 15 of each year a written schedule of all boats, itemized by design type (*for example, kayak, paddle board, sunfish*), to be used by the Sailing School for the next Sailing Season (the “Boat Inventory”). The Boat Inventory shall be subject to Approval by the Commission or the Director, which Approval shall not be denied unless the Boat Inventory materially deviates from the Boat Inventory approved by the Commission or the Director for the immediately preceding Sailing Season. For the 2024 Sailing Season the Boat Inventory shall not exceed 103 (the “Initial Boat Limit”). The Initial Boat Limit reflects the Town’s current policy on the maximum number of boats that will be permitted for use by the Sailing School throughout the Term. Consequently, the Initial Boat Limit is likely to remain in effect throughout the Term absent some unforeseen change in Town policy, consumer preferences or boat technology. The Sailing School shall not, at any given time, store or operate on the Leased Premises more than the number of boats listed in the Boat Inventory.

c. The Sailing School shall deliver to the Director on or before December 1 of each year a proposed course description and fee schedule (the “Course and Fee Schedule”) for the next Sailing Season. The Course and Fee Schedule shall be subject to Approval of the Commission, which Approval shall not be denied unless the course and Fee Schedule materially deviates from the Course and Fee Schedule Approved by the Commission for the immediately preceding Sailing Season. The Course and Fee Schedule for the 2024 Sailing Season is attached as Exhibit C. The Sailing School shall not offer courses of instruction that materially deviate from the description in the Course and Fee Schedule nor charge fees greater than those listed in the Course and Fee Schedule without the prior Consent of the Commission. The Sailing School

shall not advertise the fee schedule with respect to the Combined Business prior to the Approval of the Course and Fee Schedule by the Commission.

d. The Sailing School shall not sell food, beverages or any other items that are not Incidental Merchandise.

e. The Sailing School shall comply with all rules and regulations adopted by the Commission applicable to the use of the Park.

f. The Sailing School shall provide lifesaving equipment at the Operations Area, including life preservers and an appropriate number of chase boats and qualified operators.

g. The Sailing School shall keep the Leased Premises free of uncontained building materials, broken and obsolete equipment, debris, trash and rubbish at all times. All sailing equipment, parts and accessories shall be neatly stored when not in use. Broken and obsolete equipment shall be promptly removed from the Park and disposed of in accordance with applicable laws and regulations. Without limiting the generality of the foregoing, following the conclusion of each Sailing Season, with regard to all sailing equipment that the Sailing School intends to use during the next Sailing Season, the Sailing School shall cause the equipment to be arranged in a neat and orderly fashion, secured with cables and padlocks and located only within the Winter Storage Area and areas of the Operations Area that are safe from extreme high water.

h. No flammable materials shall be stored within the Building or in any open or improper container on the Leased Premises.

i. The Sailing School shall surrender the Leased Premises at or upon the termination of this Lease in broom clean condition in at least as good condition as the Leased Premises were on the Effective Date, reasonable wear and tear excepted.

j. Except for interior painting, the Sailing School shall not make any alteration or improvement to the Leased Premises or to any of the buildings or structures located within the Leased Premises unless the Sailing School has secured all approvals and permits required under applicable Connecticut statutes and the Town's regulations and ordinances and obtained the Approval of the Director and the Superintendent. The Director and the Superintendent may, prior to delivering Approval, require the Sailing School to submit improvement plans, the identity of the contractor or contractors to perform the work and references for those contractors. Prior to commencement of alteration or improvement work, the Town may, in accordance with applicable statutes and the Town's customary practices, require the Sailing School to deliver performance and labor and materials payment bonds. Prior to commencement of alteration or improvement work, the Town will require the Sailing School to deliver a certificate or certificates of insurance for each contractor, showing public liability insurance coverage, workers' compensation insurance coverage and any other insurance coverage reasonably required by the Town, which certificate or certificates shall name the Town as an additional insured and provide that the coverage will not be canceled or non-renewed without at least thirty (30) days' advance written notice to the Town. All work performed by or through the Sailing School shall be performed in full compliance with all applicable laws, codes

and regulations and shall be carried out in a prompt and workmanlike manner. The Sailing School will be responsible for the cost of all permits and will promptly pay all contractors and suppliers hired by the Sailing School to furnish labor or materials.

7. Parking.

a. During the Sailing Season, the Sailing School shall instruct its employees to park in the Designated Lot. The Sailing School shall use its best efforts to require the compliance of its employees with that parking requirement. This Section 7(a) shall not apply to Jane Pimentel and, during periods of Jane Pimentel's temporary absence from the Leased Premises, one employee designated by Jane Pimentel to manage the Combined Business.

b. Students and customers of the Sailing School shall be entitled to park as follows.

i. Holders of current Town-issued beach emblems shall be entitled to park in any lot in which they are entitled by their beach emblems.

ii. The Sailing School shall instruct persons not holding current Town-issued beach emblems to park in the Designated Lot.

8. Utilities. The Town shall provide electrical service, running water and regular trash removal service for the Leased Premises. Telephone service and bulk waste removal shall be arranged and paid for by the Sailing School. The Town's obligations under this Section 8 shall be limited to the period from March 1 to October 31 each year. The Town shall not, however, take any action to interrupt the electrical service to the Building.

9. Repairs and Maintenance.

a. The Sailing School shall, at the Sailing School's expense, keep the Leased Premises, including all buildings, structures, improvements, fixtures, and furnishings therein, in good order, repair and condition at all times during the Term. In addition, the Sailing School shall, at the Sailing School's expense but under the supervision and subject to the prior Approval of the Director and the Superintendent, and within any reasonable period of time specified by the Director or the Superintendent, promptly and adequately make all non-structural interior repairs to the Building; provided however, that, at the Town's option, or if the Sailing School fails to make such repairs, the Town may, but need not, make such repairs and replacements, and the Sailing School shall pay the Town the cost thereof, which cost shall be deemed Additional Rent.

b. The Town shall, at the Town's expense: mow the lawn; paint the exterior of the Building, as necessary; and perform structural repairs to the Building, as necessary, including, without limitation, replacing the Building's roof, unless the roof is covered by a manufacturer's or installer's warranty. Town personnel may, but shall not be required to, enter the Leased Premises at all reasonable times to make such repairs, alterations, improvements and additions to the Leased Premises or to the buildings thereon or to any equipment located in the

buildings as the Town shall desire or deem necessary or as the Town may be required to do by governmental or quasi-governmental authority or court order or decree.

c. Notwithstanding Section 9(a), the Town shall hold the Sailing School harmless from damage to the Building caused by the negligent or willful misconduct of Town employees. If the Building is partially damaged due to the circumstances described in this Section 9(c), then the Base Rent shall be abated until repairs are made, according to the percentage of the Building, if any, that is rendered unusable.

10. Covenant Against Liens. The Sailing School has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of the Sailing School, operation of law or otherwise, to attached to or be placed upon the Leased Premises and any and all liens and encumbrances created by the Sailing School shall attach to the Sailing School's interest only. The Town shall have the right at all times to post and keep posted on the Leased Premises any notice which the Town deems necessary for protection from liens. The Sailing School covenants and agrees not to suffer or permit any lien of contractors, suppliers or others to be placed against the Leased Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to the Sailing School or the Leased Premises, and, in case of any such lien attaching or notice of any lien, the Sailing School covenants and agrees to cause it to be released and removed of record (or bonded over) within sixty (60) days. If such a lien is not released and removed of record (or bonded over) within sixty (60) days or, if later, within thirty (30) days after the date Notice of the lien is delivered by the Town to the Sailing School, then the Town, at its sole option, may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including reasonable attorneys' fees and costs, incurred by the Town in connection with the lien shall be deemed Additional Rent and shall immediately be due and payable by the Sailing School.

11. Exclusivity. Other than the Sailing School, the Town shall not conduct, authorize or sponsor any sailing instructional program in the Town of Westport. In addition, the Town shall not conduct, authorize, or sponsor any boat rental business within the Park without the Sailing School's prior Consent. If the Town elects to conduct, authorize, or sponsor any boat rental business on Town-owned land outside the Park, the Town shall deliver at least sixty (60) days' notice to the Sailing School and shall first offer the boat rental business opportunity to the Sailing School. The Sailing School shall have sixty (60) days within which to elect to accept the boat rental business opportunity and propose terms to the Town. The Town shall not be required to accept the terms proposed by the Sailing School. If the Sailing School fails to propose terms acceptable to the Town, the Town may proceed to offer the boat rental business opportunity to such other third party or parties as may be interested, provided that the Town shall not accept terms less favorable than those offered by the Sailing School. Nothing in this Section 11 shall prohibit Town boards, commissions, or employees from reviewing or approving an application by a private person to conduct a sailing instructional program or boat rental business on private property.

12. Minimum Service. The Sailing School agrees to use the Operations Area to conduct the Instructional Program and Rental Business seven (7) days per week during the

Sailing Season and on an as-needed basis during other periods for the duration of the Term unless storms or other natural disasters make it impractical or unsafe. Any deviation from the seven (7) days per week requirement must be Approved in advance by the Director or her designee. The Instructional Program shall include courses in basic boating and basic sailing.

13. **Equipment.** The Sailing School is responsible for providing all boats, floating docks, and other equipment required to carry out the terms of this Lease and shall maintain the boats, floating docks and other equipment at the Sailing School's expense.

14. **Program Quality.** The Sailing School shall operate the Instructional Program in a professional manner. All courses will be supervised by instructors trained and certified, or pursuing certification, in accordance with the nationally recognized Level 1, Dinghy Instructor standards of the United States Sailing Association. All staff of the Sailing School shall possess valid First Aid, CPR and AED certifications and pass a criminal background check. All staff certifications shall be provided to the Town upon request.

15. **Program Access.** The Sailing School shall offer all services under this Lease to the general public with the following restrictions:

a. All Westport residents holding valid Department-issued handpasses will have first choice of available space in scheduled classes for the first fifteen (15) days of the Sailing School registration for each Sailing Season;

b. All non-residents of Westport shall be charged a fee differential for each course as reflected in Exhibit C; and

c. Final enrollment for registrants in class instruction shall be contingent on their passing a swim test conducted by the Sailing School prior to commencing any on-the-water instruction in each course. The swim test shall consist of:

i. Treading water or floating for two minutes; and

ii. Swimming at least fifty (50) yards.

For the purpose of conducting the swim test, the Town shall make the adjacent municipal pool available on a reasonable cooperative schedule with other pool events. A participant need only pass the swim test once to qualify. The Sailing School shall document the results of the swim test and make the results available to the Town upon request.

16. **Profit and Loss Statements, Audit.** Upon request, the Sailing School shall provide a copy of the Sailing School's Profit and Loss Statement for each year of the Term for confidential review by the Town's Finance Director, not for public disclosure. The Town may, at its option, audit the financial records of the Sailing School on an annual basis.

17. **Advertising, Promotion and Boat Sales.** The Sailing School shall be responsible for advertising and promoting the Combined Business at the Sailing School's

expense. The Sailing School may provide literature and/or a display in the Department's office building. From time to time, the Sailing School may offer for sale to the public one or more boats from the Boat Inventory. Aside from a bulletin board notice, no sign shall be erected in the Park advertising boats for sale.

18. Default. The occurrence of any of the following shall constitute a default of this Lease by the Sailing School.

a. Any failure by the Sailing School to pay any Rent when due, where such failure continues for five (5) days after Notice from the Town to the Sailing School.

b. Abandonment of the Leased Premises by the Sailing School. For purposes of this Lease, "Abandonment" means the absence by the Sailing School from the Leased Premises for ten (10) consecutive Business Days or longer during the Sailing Season.

c. The filing of a voluntary or involuntary petition in bankruptcy or for appointment of a receiver for the Sailing School if the petition is not dismissed within ninety (90) days or the discontinuance of business or dissolution of the Sailing School.

d. The sale of substantially all of the assets of the Sailing School or more than 49% of the stock of the Sailing School without the prior Consent of the Commission and the Town's First Selectwoman.

e. The assignment of this Lease or subletting of the Building by the Sailing School or any attempt with respect thereto without the prior Consent of the Commission and the Town's First Selectwoman.

f. The death of Jane Pimentel.

g. The conviction of, or plea or guilty or nolo contendere by, Jane Pimentel, with respect to a crime involving moral turpitude.

h. The resignation or removal of Jane Pimentel from the office of President of the Sailing School without the prior Consent of the Commission and the Town's First Selectwoman.

i. The failure of Jane Pimentel to devote her full-time efforts to the Combined Business unless, if Jane Pimentel chooses to retain or hire a manager or management company to operate the Combined Business, the manager or management company is Approved by the Director and the Commission.

j. Any failure by the Sailing School to observe or perform any other provision, covenant or condition of this Lease to be observed or performed by the Sailing School where the failure continues for fifteen (15) days after Notice thereof from the Town to the Sailing School, provided that, if the nature of the default is such that it cannot reasonably be cured with a fifteen (15) day period, the Sailing School shall not be deemed to be in default if it

diligently commences such cure within the fifteen (15) day period and thereafter diligently proceeds to rectify and cure said default as soon as possible.

19. Remedies for Default. Upon the occurrence of an event of default, the Town shall have the right to immediately terminate this Lease and pursue all of the remedies available under Connecticut law.

20. No Waiver. No waiver by the Town of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, and covenants of this Lease. Forbearance by the Town in enforcement of one or more of the available remedies upon an event of default shall not be deemed or construed to constitute a waiver of the default. The acceptance of any Rent by the Town following the occurrence of any default, whether or not known to the Town, shall not be deemed a waiver of any the default, except only a default in the payment of the Rent so accepted.

21. Insurance. The Sailing School shall purchase and maintain for the duration of the Sailing School's occupancy of the Leased Premises the following insurance. The Sailing School shall obtain the minimum insurance coverages described below from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. The insurance policies shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, the Sailing School's obligations under this Lease and/or from the obligations of other person or entity directly or indirectly employed by the Sailing School and/or by anyone for whose acts said the Sailing School may be liable. The Sailing School must require that all contractors, agents and assigns procure and maintain sufficient insurance protection. Before the execution of this Lease by the Town, the Sailing School shall provide the Town with certificates of insurance for each policy required by this Lease. The Sailing School shall provide updated certificates of insurance at least thirty (30) days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions. The Town reserves the right, from time to time, upon Notice to the Sailing School, to make reasonable adjustments to the insurance coverage limits indicated below.

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

b. **Commercial General Liability Insurance.** The Sailing School shall provide marine general liability, protection and indemnity liability, and commercial general liability insurance policies with an edition date of 1986 or later, including products and completed operations. 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; \$10,000 Medical Payments; \$500,000 Fire Legal Liability; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- The policy shall name the Town as an additional insured and include ISO Form CG 2010 and CG 2037 or equivalent.
- The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- The 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 all agreements between the Town and the Sailing School.
- Abuse and Molestation coverage either by endorsement or separate policy with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate naming the Town as additional insured.
- Deductible and self-insured retentions shall be declared and are subject to the Approval of the Town.
- A claims made and reported form is not permitted.

c. Commercial Automobile Insurance. The Sailing School shall provide commercial automobile insurance for any owned (Symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The coverage shall also include hired and non-owned automobile coverage. Coverage must be primary and not contribute in any way to any insurance or self insured retention carried by the Town. The policy shall name the Town as an additional insured and provide a waiver of subrogation in favor of the Town.

d. Umbrella or Excess Liability Insurance. The Sailing School shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

e. Property Insurance. The Sailing School shall provide property insurance for its own leased or rented property and shall waive subrogation in favor of the Town.

22. Hold Harmless and Indemnification Covenant. The Sailing School shall indemnify and hold harmless the Town, its elected and appointed officials, agents and employees from all claims, demands and judgments of third persons, including, without limitation, those for death, personal injuries and property damage, arising out of the negligent, reckless or intentional acts or omissions of the Sailing School, its officers, directors, employees, agents, contractors, customers, guests, invitees and all other persons doing business with the Sailing School.

23. No Partnership or Joint Venture. The Sailing School shall operate the Combined Business and offer and conduct the programs described in this Lease as a private enterprise, wholly separate and apart from the Town and the Sailing School shall, at all times, represent itself as such to the public. The Sailing School's employees shall not represent to

anyone that they are employees or agents of the Town. Neither the Town nor the Commission are to be considered partners or joint venturers in the Combined Business or any part thereof.

24. Taxes and License Fees. The Sailing School covenants and agrees to pay all federal, state and local taxes and license fees assessed or imposed on its trade fixtures and personal property and upon the Sailing School's business or on income therefrom, provided, however, that the real property of Town leased hereunder will not be subject to taxation by the Town.

25. Fire or Other Casualty. The Sailing School shall keep all of its trade fixtures and personal property at the Leased Premises at the Sailing School's risk and such property shall be insured against loss by fire and other casualties at the Sailing School's sole expense. If the Building is partially damaged by fire or other casualty, the damage shall be repaired by the Town at the Town's expense and the Rent, until such repairs are completed, shall be abated in proportion to the percentage of the Building that the Sailing School is unable to use while repairs are being made. If the Building is totally destroyed or the casualty results in the whole Building being unusable by the Sailing School, then the Town may elect not to repair or rebuild the destroyed or damaged Building, provided that the Town shall make that decision and deliver Notice to the Sailing School within six (6) months of the occurrence of casualty. If the Town elects not to repair or rebuild the Building, then either Party may elect to terminate this Lease. If a Party elects to terminate this Lease, then this Lease shall be terminated effective on the third (3rd) day after the party delivers Notice to the other party and the Sailing School shall vacate the Leased Premises and surrender possession to Town as soon as reasonably possible. Notwithstanding anything in this Lease to the contrary, the Town's obligation to make repairs or rebuild the Leased Premises shall be limited to the amount of the available proceeds of fire or casualty insurance paid to the Town on account of the casualty.

26. Security Deposit. There is no security deposit.

27. Assignment, Subleasing and Inspection. Assignment by the Sailing School of this Lease or the subleasing by the Sailing School of the Leased Premises requires the prior Approval of the Commission and the Town's First Selectwoman. Any attempt to assign this Lease or sublease the whole or any part of the Leased Premises without the prior Approval of the Commission and the Town's First Selectwoman shall be void. The Town shall have the right to inspect the Building and the Leased Premises at any time.

28. Quiet Enjoyment. Upon paying the Rent and performing all of its obligations pursuant to this Lease, the Sailing School shall peaceably and quietly hold, occupy and enjoy the Leased Premises, subject nevertheless to the terms of this Lease.

29. Prior Lease. This Lease supersedes that certain Commercial Lease between the Town and Longshore Sailing School, Inc. dated January 17, 2001, which lease shall be deemed null and void as of the Effective Date.

30. Notices. For the purposes of this Lease, "Notice" means only written notification given by one party to the other. Notice may be given only by: a form of US Mail in which the

recipient is required to sign a receipt (such as certified, return receipt); or a nationally recognized courier service which requires the recipient to sign a receipt (such as FedEx). All Notices will be effective on receipt. Notice must be given to the other Party at the Party's Notice Address. The "Notice Address" for each Party is as follows.

Town: Town of Westport, Attention: First Selectwoman, 110 Myrtle Avenue, Westport, CT 06880.

The Sailing School: Longshore Sailing School, Inc., Attention Jane Pimentel, President, _____.

31. Captions. The captions at the beginning of each paragraph or section of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.

32. Counterparts. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Lease and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original Lease for all purposes.

33. Language Conventions.

a. References to "months" in this Lease refer to calendar months regardless of whether the month consists of 28, 30 or 31 days. *For example, six months after January 15 will be deemed to be July 15.*

b. References to "weeks" in this Lease refer to seven consecutive days, including Saturdays, Sundays and legal holidays.

c. References to "days" in this Lease refer to any day, inclusive of Saturdays, Sundays and days on which banks are closed in the State of Connecticut.

d. Unless otherwise indicated, the words "include", "includes" and "including" mean "include but are not limited to", "includes, but is not limited to", "including, without limitation" or "including, but not limited to" as applicable in the context of the clause or provision.

e. References to any gender (*for example, he, she, him, her, man, woman*) shall be deemed to include all genders.

f. Unless otherwise indicated, Approval and Consent shall not be unreasonably withheld, conditioned or delayed.

34. Examples and Use of Italics. In order to illustrate the operation and effect of certain provisions of this Lease, italicized examples are sometimes used. Italicized examples are provided for convenience only, not for emphasis. Examples found in this Lease shall not be construed as overriding the meaning of the words in the section or sections in which the examples or italicized words are found.

35. Attorneys' Fees. If either Party commences litigation against the other for the specific performance of this Lease, for damages for the breach of this Lease or otherwise for enforcement of any remedy under this Lease, the Parties agree to and hereby do waive any right to a trial by jury and, in the event of any such commencement of litigation, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

36. Miscellaneous. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law. This Lease shall not be modified or amended except by written agreement signed by both Parties.

{This space intentionally left blank. The next page is the signature page.}

IN WITNESS WHEREOF, the Parties have signed on the dates indicated below, the date of this Lease being the Effective Date if different from either of the dates indicated below.

LONGSHORE SAILING SCHOOL, INC.

Signature _____

Name _____

Title _____

Date _____

TOWN OF WESTPORT

Signature _____

Name _____

Title _____

Date _____

{Signature page to Lease Agreement}



EXHIBIT B – DETAILED IMAGE



EXHIBIT C

Longshore Sailing School 2024 Fee Schedule

Junior Courses		Resident Discount
Sailing 1 (1 week)	\$425	6%
Sailing 2 (2 weeks)	\$750	6%
Sailing 3 (2 weeks)	\$750	6%
Sailing 4 (2 weeks)	\$795	6%
Kayak Adventures	\$425	6%
Yak & Paddle	\$425	6%
WaterCats	\$425	6%
Intro. To Catamaran	\$425	6%
Advanced Catamaran	\$425	6%
WaterBugs	\$425	6%
 Adult Courses		
Basic	\$340	6%
Intermediate	\$340	6%
Advanced	\$375	6%
Catamaran	\$100	6%
 Powerboat		
8-Hour NASBLA	\$120	
ASPH US Powerboating 8-Hour	\$300	
Safe Powerboat Handling 16-Hour	\$450	
 Rentals (hourly)		
Laser Bug	\$20	
Single Kayak	\$30	
Paddleboard	\$30	
Double Kayak	\$38	
RS Neo	\$50	
RS Quest	\$50	
Hobie Wave	\$65	
Hobie Getaway	\$75	
 Season Paddle Pass		
Resident Rate	\$350	
Standard Rate	\$375	
 Private Lessons (hourly)		
Sailing	\$125	
Paddle	\$95	
Powerboat	\$160	



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

December 15, 2023


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

Dear Ms. Tooker:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for an appropriation of \$205,249.00 from the Capital Non-Recurring Fund.

This request is for the completion of a comprehensive beach resiliency planning study.

Respectfully,


Jennifer A. Fava
Director of Parks and Recreation

APPROVED: 
Jennifer S. Tooker
First Selectwoman
Date: 12/15/23


attachments

cc: Gary Conrad



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

MEMO TO: Board of Finance

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

DATE: December 15, 2023

RE: **Appropriation Request for Comprehensive Beach Resiliency Planning Study**

The four town beaches have experienced significant erosion over the years, and we would like to restore and improve the condition of our beaches. The goal of this planning study is to make the public beaches more resilient to future storm events by optimizing beach nourishment profiles that balance shoreline protection, public-use, construction, and maintenance costs.

The final report will provide information so that the Town can make sound decisions regarding beach nourishment and maintenance, as well as an understanding of costs and benefits of each concept for the individual beaches. The results of this study will be needed for permitting purposes if any significant work is to be conducted such as beach nourishment.

The final report will be based upon:

- Site Investigation – existing beach conditions, hydrographic surveys, beach sand characterization, benthic habitat characterization, wetland delineation, nearshore sand source investigation
- Baseline Coastal Analysis & Modeling – analysis will be focused on the 5-yr, 10-yr, 25-yr, and 50-yr events
- Beach Template Concepts – conceptual level beach nourishment templates to optimize the beach profile by balancing storm resiliency with cost considerations and site constraints.

A maintenance document will also be provided and will include:

- Federal and State regulatory impacts to regrading/raking including time of year restrictions and limitations
- Screening impacts
- Recommended frequency of beach maintenance
- Existing structure limitations
- Approximate grading concept to provide to contractor

RFP#24-098T Comprehensive Beach Resiliency Planning Study was issued with two (2) responses received.

RACE Coastal Engineering	\$186,590.00
GZA	\$278,600.00

The Town has worked with RACE on a number of projects and has been satisfied with their work, so as the low proposer, we are comfortable working with RACE on this project. The study is expected to take approximately 6 months to complete.

This project is included in the 10-year Capital Forecast for FY24 at \$160,000.00

We are requesting an appropriation to the Capital Non-Recurring Fund in the amount of \$205,249.00

Contract Award	\$ 186,590.00
Contingency 10%	<u>\$ 18,659.00</u>
	\$ 205,249.00

attachment

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Parks and Recreation Department Date: 12-15-23

PROJECT NAME AND DESCRIPTION
 Comprehensive Beach Resiliency Planning Study

IS IT LISTED IN THE 5-YR CAPITAL FORECAST? YES NO
 XX

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?
 Which FY was the project first planned? Proposed FY23, Planned FY24

APPROXIMATE COST:	\$186,590	COST IN CAPITAL FORECAST: \$160,000
CONTINGENCY (10%):	\$18,659	
	\$205,249	←TOTAL REQUEST→ \$205,249

SOURCE OF FUNDS:

CAPITAL BOND <input type="checkbox"/>	GEN'L FUND <input type="checkbox"/>
CNR <input checked="" type="checkbox"/> XX	GRANT <input type="checkbox"/>
STATE <input type="checkbox"/>	OTHER <input type="checkbox"/>

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

EST. COMPLETION
 PROJECTED START DATE: March 1, 2024 DATE: Approx. 6 months – Sept. 1, 2024

ESTIMATED USEFUL LIFE: N/A

Is this project part of a larger capital project? Future projects will evolve based upon this planning study.

Has an RFP been issued? YES NO
 XX

Have bids been received? YES NO Number of bids received: 2
 XX

Was the lowest bid the winner? YES NO If not, why?
 XX

Who will benefit from the project?
 All residents of Westport and users of the Town beaches.

Is it a replacement? YES NO
 XX

If yes, describe condition of what is to be replaced: _____

Pictures attached?	YES NO <input type="checkbox"/> <input checked="" type="checkbox"/> XX
--------------------	---------------------------------------------------------------------------

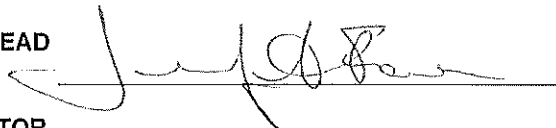
What other approvals/reviews are necessary to begin this project?
Funding and award contract

FINANCE

This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:
IF APPROVED:
IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD		DATE: 12/15/23
FINANCE DIRECTOR	_____	DATE: _____
FIRST SELECTMAN	_____	DATE: _____