



WESTPORT CONNECTICUT

BOARD OF FINANCE

NOTICE OF EXECUTIVE SESSION

The Board of Finance will hold a Meeting on **Wednesday, September 7, 2016** at **7:30 p.m.** in the **McManus Room at the Westport Library** for the following purpose:

1. To discuss a Heart and Hypertension claim of Nathaniel Gibbons. It is anticipated that the Board of Finance will vote to go into Executive Session for such discussion.

NOTICE OF PUBLIC MEETING

The Board of Finance will hold its Public Meeting on **Wednesday, September 7, 2016**, at **8:00 p.m.** in the **McManus Room at the Westport Library** for the following purposes:

AGENDA

1. To approve the Board of Finance Minutes of the August 3, 2016 Regular Meeting, the August 10, 2016 Special Meeting Workshop and the August 24, 2016 Special Meeting.
2. Status update and project review from the Library Director. (Discussion Only)
3. Financial Report from the Finance Director. (Discussion Only)
4. Analysis and Status Report from the Tax Assessor regarding the recent revaluations. (Discussion Only)
5. Status Update from the Audit Manager. (Discussion Only)
6. Upon the request of the First Selectman in accordance with Section C6-2 of the Town Charter, to recommend the Sublease between the Town of Westport and Steam Partners, LLC for concession space and parking spaces at the southbound side of the Greens Farm Railroad Station.
7. Upon the request of the Finance Director, to approve the following request(s) for transfers and carryover amounts of \$50,000 or less:

<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a. Assessor	Extra Help & Overtime	\$675	BAA Revaluation Appeals
b. Assessor	Education & Expenses	\$570	Training
c. DPW	Beautification Committee	\$10,000	Landscaping at Town Hall

d.	DPW	Tree Contracting	\$45,954	Hazardous Trees in Parks
e.	Finance	Fees & Services	\$9,500	FIA Analysis of 401(k) and Defined Contribution Plans and Investments
f.	Fire	Vehicle Operations	\$15,400	Transfer to Pavement Repairs
g.	Miscellaneous	Westport Arts Advisory	\$11,675	Art restoration
h.	Parks & Rec	Facility Improvements	\$15,000	Tennis Courts
i.	Parks & Rec	Tree Replace & Restoration	\$12,235	Parks Maintenance
j.	Parks & Rec	Maintenance Tree Care	\$7,850	Parks Maintenance
k.	Parks & Rec	Facility Improvements	\$4,184	Golf Maintenance
l.	Parks & Rec	Fees & Services	\$38,879	Golf Maintenance
m.	Police	Employee Medical	\$8,000	Testing and Evaluations
n.	Police	Liabilities	\$13,000	Kupson & Proudfoot
o.	Registrars	Education & Expenses	\$2,150	Registrar Certification

8. Upon the request of the Finance Director, to approve the following request(s) for transfers and carryover amounts of \$50,000 or more:

	<u>Department</u>	<u>Account Name</u>	<u>Amount</u>	<u>Purpose/Reason</u>
a.	DPW	Fees & Services	\$59,182	Paving Program Delay
b.	DPW	Parking Lots	\$75,550	Paving Program Delay
c.	DPW	Overlay	\$408,920	Paving Program Delay
d.	IT	Fees & Services	\$64,900	Computer Replacements

9. Upon the request of the Finance Director, to close the Fiscal Year 2015-16 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.
10. In accordance with C.G.S. Section 10-248a and upon the request of the Superintendent of Schools, to approve an appropriation of \$147,951.06 to the 2015-2016 Budget, BOE Rentals & Reimbursements Expenditure Account.
11. Upon the request of the Director of Public Works, to approve an appropriation of \$2,646,980.00 along with bond and note authorization to the Municipal Improvement Fund Account #30503310-500139-26010 to cover the costs for the Saugatuck Island Bridge replacement.
12. Status update from the Director of Parks and Recreation regarding 2017 projects.
(Discussion Only)
13. Upon the request of the Director of Parks and Recreation, to approve an appropriation in the amount of \$100,000.00 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500284-26008 for design and engineering services for the walkway and restrooms at Compo Beach's South Beach.

Note: The practice for upcoming BOF regular meetings will be to close the meetings at 10:00 PM. Motions to extend individual meetings can be heard.



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

DRAFT MINUTES BOF REGULAR MEETING

The Board of Finance held its Public Hearing on **Wednesday, August 3, 2016, at 8:00 p.m.** in the Auditorium of Town Hall for the following purposes:

Attending: B. Stern, J. Tooker, L. Caney, S. Gordon, M. Rea, J. Hartwell, C. Moore

AGENDA

Announcements: Clarissa Moore Informed the Board of Finance that she would be resigning her seat on the Board at the end of this meeting as she has sold her house and will be moving to Sarasota, Florida.

1. Approved the Board of Finance Minutes of the July 6, 2016 Regular Meeting and approved the July 6, 2016 Special Meeting as amended. Motion to approve by L. Caney second by J. Tooker. Vote unanimous 7-0-0
2. Financial Report from the Finance Director. (Discussion Only) It was requested that Tax Assessor P. Fria present the Board with an analysis and status report of the recent reval at its September meeting.
3. Board of Education 4th quarter Financial Report from the Finance Director and Director of Business Operations. (Discussion Only)
4. Subject to the approval by the Board of Education on or before August 31, 2016, of the agreement reached between the Board of Education and the Board of Finance MOA dated August 31, 2015, the Board of Finance has approved a transfer of up to \$513,957.00 from unexpended 2015-2016 operating funds of the Board of Education to the "BOE Carryover Account" in the Capital and Non-Recurring Fund Account #31506650-500200. Motion to approve by S. Gordon second by B. Stern. Vote was unanimous 7-0-0
5. Status Update from the Audit Manager. (Discussion Only)
6. The Board of Finance recommends the sale of 0.14 acres of town owned property fronting 20 Woody Lane to the owner of 20 Woody Lane for the amount of \$50,000.00. Motion to recommend by M. Rea second by S. Gordon. Vote was unanimous 7-0-0

7. Upon the request of the First Selectman in accordance with Section C6-3 of the Town Charter, to recommend the Sublease between the Town of Westport and Donut Crazy, LLC for concession space and parking spaces at the eastbound side of the Saugatuck Railroad Station. Motion to recommend the sublease made by L. Caney second by C. Moore. Vote was unanimous - 7-0-0
8. Upon the request of the Fire Chief, approved an appropriation in the amount of \$12,000.00 from the Special Appropriation Account #10114999-588037 for the purpose of purchasing and installing security cameras at Westport's four fire stations. Motion to approve by M. Rea second by J. Hartwell. Vote was unanimous 7-0-0
9. Upon the request of the First Selectman, on behalf of the Wakeman Town Farm Committee, to approve an appropriation in the amount of \$325,000.00 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500125 to rehabilitate the Wakeman Town Farm and Sustainability Center (134 Cross Highway). The total cost to be \$992,000.00 of which \$667,000.00 was previously approved. No vote was taken. Board of Finance will reconvene in a workshop session on this topic.

Motion to extend meeting beyond 10:00 P.M. was made by M. Rea second by B. Stern. Vote was unanimous 7-0-0

Clarissa Moore excused herself and left meeting.

10. Upon the request of the Director of Parks and Recreation, approved an appropriation in the amount of \$18,700.00 to the Operating Capital Special Appropriation Account #10114999-588038 for a renovation, capital improvement and structural analysis study of The Inn at Longshore by Northeast Collaborative Architects. Motion to approve by S. Gordon second by J. Tooker. Vote was unanimous 6-0-0
11. Upon the request of the Director of Parks and Recreation, approved an appropriation in the amount of \$1,070,000.00 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500137 for the design, drawings, and construction implementation for the Bunker Improvements at Longshore Golf Course. Motion to approve by M. Rea second by B. Stern. Vote was unanimous 6-0-0
12. Upon the request of the Director of Public Works, approved an appropriation in the amount of \$170,125.00 along with bond and note authorization to the Municipal Improvement Fund Account #30503310-500136-13010 for the purpose of construction and an engineering inspection for an extension of the existing water main located at the intersection of Stoneboat Road and Quarter Mile Road. Motion to approve by M. Rea second by L. Caney. Vote was unanimous 6-0-0
13. Upon the request of the Director of Public Works, approved an appropriation in the amount of \$147,000.00 from the Municipal Improvement Fund Account #30503310-500138 for the purpose of up-front costs for application and design fees to obtain three grants that have been awarded through the Local Transportation Capital Improvement Program (LOTICIP). The project proposals are as follows: Riverside Avenue Roadway and Sidewalk Improvement \$44,500, Main Street Sidewalk Improvement \$48,500 and Compo Road Sidewalk Improvements \$54,000. Motion to approve by M. Rea second by J. Hartwell. Vote was unanimous 6-0-0.

Motion to adjourn at 11:00 P.M. made by L. Caney second by J. Tooker. Vote was unanimous
6-0-0

Note: The practice for upcoming BOF regular meetings will be to close the meetings at 10:00 PM.
Motions to extend individual meetings can be heard.

MINUTES OF SPECIAL MEETING WORKSHOP - DRAFT

The Board of Finance held a Special Meeting workshop on August 10, 2016, at 1:00 p.m. in Room 201/201A at Town Hall for the following purpose:

To discuss the request of the First Selectman, on behalf of the Wakeman Town Farm Committee, to approve an appropriation in the amount of \$325,000.00 along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500125 to rehabilitate the Wakeman Town Farm and Sustainability Center (134 Cross Highway). The total cost to be \$992,000.00 of which \$667,000.00 was previously approved. NO VOTE TAKEN.

Members present were: B. Stern, M. Rea, L. Caney, S. Gordon, J. Hartwell & J. Tooker by phone.

The meeting was called to order by Brian Stern, Chair, at 1:00 p.m.

There was no further business.

Upon motion by Michael Rea and seconded by John Hartwell the meeting adjourned at 2:30 pm.

Respectfully submitted: Gary Conrad

8-24-16 WTF Vote and Agreement – Minutes of August 24, 2016 Special Meeting - DRAFT

On behalf of the Wakeman Town Farm Committee, the Office of the First Selectman hereby requests an additional appropriation along with bond and note authorization to the Municipal Improvement Fund Account #30508810-500125 in the amount of \$325,000 to rehabilitate the Wakeman Town Farm and Sustainability Center (134 Cross Highway). The breakdown of funding will be the Town portion of \$238,500 and the Wakeman Town Farm portion of \$86,500. Proposed by Brian Stern, seconded by Michael Rea. The motion passed by a vote of 5 in favor and 1 opposed.



WESTPORT, CONNECTICUT

JAMES S. MARPE
First Selectman

To: Board of Finance
From: James S. Marpe, First Selectman
Cc: Foti Koskinas Police Chief
Richard Kotchko, Purchasing Officer
Date: August 10, 2016
Re: Sublease between the Town of Westport and Steam Partners, LLC

In accordance with Section C6-2 of the Town Charter, I am requesting the recommendation of the Board of Finance for a sublease between the Town of Westport and Steam Partners, LLC. The location of the property is the southbound station of the Greens Farm Railroad Station.

The Town is the primary lessee of the Greens Farm Railroad Station under the terms of a Lease Agreement dated January 31, 2002 between the Town of Westport and the State of Connecticut, Department of Transportation. Accordingly, this is a sublease.

I have attached a copy of the sublease together with a Lease Term Sheet outlining its basic terms.

I request that the recommendation of this sublease be scheduled for your meeting on September 7, 2016.

Thank you.

**BOARD OF FINANCE
LEASE TERM SHEET**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Steam Partners, LLC
3. **PROPERTY LOCATION:** Greens Farm Railroad Station
2 Post Office Lane
Westport, CT 06880
4. **RENT:**

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Service Area Rent for Year One</i>	<i>Service Area Rent, Monthly Payment</i>
Commencement Date	Month 12	\$7,200.00	\$600.00
Month 13	Month 24	\$7,800.00	\$650.00
Month 25	Month 36	\$7,800.00	\$650.00
Month 37	Month 48	\$8,400.00	\$700.00
Month 49	Month 60	\$8,400.00	\$700.00

PARKING RENT: \$650 per year for two spaces. Parking rent of \$325 per space is base upon the annual rate for parking spaces determined by the Westport Traffic Authority.

5. **TERM:** 5 Years (start date upon agreement execution)
6. **OPTION TO RENEW:**
7. **SECURITY DEPOSIT:** \$600.00
8. **TOWN SERVICES REQUIRED:** Town provides utilities except for telephone, internet and other communication services.
9. **COMMENTS:** The premises will be used for the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries and pre-packaged meals.

**DATE SCHEDULED FOR
BOARD OF SELECTMEN:** September 14, 2016

Prepared By: Gail Kelly, Assistant Town Attorney
Date: August 10, 2016

DRAFT

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is dated as of _____, 2016, by and between the TOWN OF WESTPORT (the “Town”) and Steam Partners, LLC a Connecticut limited liability company (“Steam”).

In consideration of the mutual benefits and obligations set forth in this Sublease, the Town and Steam agree as follows.

**ARTICLE I
SUBLEASING DATA**

1.01. SUBLEASING DATA. This Article contains data used in other provisions of this Sublease but set forth in this Article for ease of reference. For example, although the monthly Service Area Rent is specified in this Article, Article IV is the operative provision of this Sublease regarding the payment of the monthly Service Area Rent. Whenever any item contained in this Article is more specifically described in a subsequent Article of this Sublease, the more specific description will control.

- (a) The “Building” is the railroad station building located on the south side of the railroad tracks and known as 2 Post Office Lane, Westport, Connecticut.
- (b) The “Leased Premises” consists of the Service Area and the Parking Area.
- (c) The “Service Area” is the area indicated on the floor plan of the Building attached as Exhibit A.
- (d) The “Parking Area” is the area consisting of two (2) uncovered parking spaces to be designated by the Town’s Chief of Police within the parking lot of Greens Farm Station.
- (e) The “Commencement Date” is _____, 2016.
- (f) The “Term” is the period of time beginning with the Commencement Date and ending on _____, 2021.
- (g) The “Approved Use” is the operation of a food service business serving coffee, tea, non-alcoholic beverages, pastries, desserts, breakfast sandwiches and pre-packaged meals.
- (h) The “Service Area Rent” for the use and occupancy of the Service Area for the Term is payable in equal monthly installments, in advance, on the first day of each month as follows.

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Service Area Rent for Year One</i>	<i>Service Area Rent, Monthly Payment</i>
Commencement Date	Month 12	\$7,200.00	\$600.00
Month 13	Month 24	\$7,800.00	\$650.00
Month 25	Month 36	\$7,800.00	\$650.00
Month 37	Month 48	\$8,400.00	\$700.00
Month 49	Month 60	\$8,400.00	\$700.00

- (i) The “Parking Rent” for the use and occupancy of the Parking Area for the Term is payable in annual installments, in advance, on the first day of each _____. The Parking Rent is determined by reference to the annual rate for a parking space established, from time to time, by the Westport Traffic Authority for parking at Greens Farm Station (the “WTA Rate”). As of the Commencement Date, the WTA Rate is \$325.00 per space per year. Accordingly, as of the Commencement Date, the Parking Rent for two (2) spaces is \$650.00 per year. The WTA Rate is subject to increase in the discretion of the Westport Traffic Authority. Increases in Parking Rent will be effective on the first day of the month following delivery of Notice by the Town to Steam that the Westport Traffic Authority has increased the WTA Rate.
- (j) The “Security Deposit” is \$600.00 (one month’s Service Area Rent). As prescribed in Article X, Steam will not be entitled to interest on the Security Deposit.
- (k) The “Notice Address” for Town and Steam are:

Town: Town of Westport,
110 Myrtle Avenue, Rm 310
Westport, CT 06880
Attn: First Selectman

Steam: Steam Partners, LLC
1771 Post Road East, Suite 101
Westport, CT 06880
Attn: Robert Glaser

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ARTICLE II DEFINITIONS

2.01. *CAPITALIZED WORDS AND PHRASES.*

This Sublease contains many words and phrases with initial, capitalized letters. These words and phrases are used as specially defined terms in an effort to make this Sublease easier to read. An effort has been made to set forth some of the more common defined terms in this Article, but other Articles may also contain defined terms. Whenever a capitalized word or phrase is used in this Sublease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise. Some of the definitions listed below may not be used in the main body of this Sublease.

2.02. *"ADDITIONAL RENT"* means any charge, other than the Service Area Rent and Parking Rent, payable by Steam to the Town under any provision of this Sublease.

2.03. *"APPROVAL / APPROVED"* means the written consent or approval of the Town's Chief of Police or First Selectman.

2.04. *"CASUALTY"* means a fire, flood, earthquake, high winds, lightning strike, severe storm or other natural disaster.

2.05. *"CHANGE OF CONTROL"* means a transfer, whether in one transaction or a series of transactions, of more than fifty percent (50%) of the capital account, profits interest, stock, membership or partnership units or management rights of a business entity and includes, by way of example and without limitation, a sale to a third party.

2.06. *"COMMON AREA"* means all of the Waiting Room except the Service Area, as shown on the floor plan of the Building attached as Exhibit A.

2.07. *"CONSENT"* of Town means the written consent or approval of the Town's Chief of Police or First Selectman.

2.08. *"DEFAULT RATE"* is the rate of interest equal to the lesser of: (a) four percent (4%) over the Wall Street Prime in effect at the time the Default Rate begins to accrue; or (b) the maximum rate of interest permitted to be charged under law.

2.09. *"DOT"* means the Connecticut Department of Transportation.

2.10. *"FISCAL YEAR"* means the 12-month period comprising Town's fiscal year beginning July 1 and ending June 30.

2.11. *"FORCE MAJEURE"* means a natural disaster, storm, fire, earthquake, flood, insurrection, terrorist action, war, riot, strike, lock-out, inability to procure materials, failure of power or other reason of a like nature not the fault of the party whose act is delayed.

2.12. *"HAZARDOUS OR SPECIAL SUBSTANCE"* means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Premises requires any person to comply with any environmental reporting or registration requirement under any law.

2.13. *"MASTER LEASE"* means the Lease Agreement dated January 31, 2002 between the Town and the DOT, Rail File No. (158) 7001-MISC-176, Agreement No. 3.29-02(01), a copy of which is recorded in the Westport Land Records at Volume 1994, Page 93.

2.14. *"NOTICE"* means only written notification given by one party to the other. Notice may only be given 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 Federal Express or UPS Next Day) and, in the case of Notice to Steam, delivery to the Leased Premises. All Notices will be effective on receipt, except in the case of delivery to the Leased Premises, in which event the Notice will be effective as of the date of delivery. Notice must be given to the other party at the party's Notice Address, except in the case of Notice to Steam, which may always be given at the Leased Premises. The Notice Address for each party is the address listed in the Section 1.01(k), or to such other address designated by a party by Notice to the other party, provided, that the Town shall not be required to give Notice to more than one address, and if more than one address is specified, the Town may choose any one address of those designated by Steam.

2.15. "RENT" means all sums payable by Steam to Town under the provisions of this Sublease, including all Service Area Rent, Parking Rent and Additional Rent.

2.16. "RULES AND REGULATIONS" means the Rules and Regulations attached hereto as Exhibit B.

2.17. "GREENS FARM STATION" means all of the real property and buildings on both the north and south sides of the railroad tracks leased by the Town from the State pursuant to the Master Lease.

2.18. "SPECIFICATIONS AND COVENANTS" means the Standard Railroad Lease Specifications and Covenants dated October 10, 2000 promulgated by the DOT, as amended from time to time.

2.19. "STATE" means the State of Connecticut.

2.20. "TENANT UTILITIES" means the following utilities or services with respect to the Building that are separately metered or accounted for by the utility/service provider: telephone, internet and other communication services.

2.21. "TERM" means the period of time during which Steam is entitled to possession of the Leased Premises in accordance with the provisions of this Sublease, but does not include any hold over period.

2.22. "WAITING ROOM" means the room within the Building comprised of the Common Area and the Service Area.

2.23. "WALL STREET PRIME" means the interest rate published by the *Wall Street Journal* as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, or a similar substitute rate selected by Town if the foregoing rate is no longer published.

ARTICLE III

LEASING OF LEASED PREMISES AND TERM OF SUBLEASE

3.01. *SUBLEASING OF LEASED PREMISES.* The Town hereby subleases the Leased Premises to Steam for the Term, subject to the conditions described in Section 3.02 and subject to the other provisions of this Sublease.

3.02. *THE MASTER LEASE AND SPECIFICATIONS AND COVENANTS.* This Sublease is and shall at all times be subject and subordinate to the Master Lease and the Specifications and Covenants. Except for those obligations and conditions of the Master Lease and Specifications and Covenants that are specific to the Town, the general terms and conditions of the Master Lease and the Specifications and Covenants shall apply to Steam.

3.03. *QUIET ENJOYMENT.* Upon payment by Steam of the Rent herein provided, and upon the observance and performance of all the covenants, provisions and conditions on Steam's part to be observed and performed, Steam shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Town or any person claiming by or through Town, except as expressly provided in this Sublease.

3.04. *USE OF THE COMMON AREA.* Steam shall have the non-exclusive right to use the Common Area in furtherance of Steam's business. Steam shall have the right to place tables and chairs in the Common Area for use by Steam's patrons. Steam shall not attempt to restrict the use of tables and chairs in the Common Area or any portion of the Common Area to Steam's patrons.

3.05. *ACCESSIBILITY OF THE COMMON AREA.* The Common Area shall remain accessible to commuters at all times. Steam shall not create any barrier, wall or partition within the Common Area without the prior Approval of the Chief of Police.

3.06. *COMMENCEMENT DATE.* The Term will begin on the Commencement Date set forth in Section 1.01(e).

3.07. *CONDITION OF SERVICE AREA UPON DELIVERY TO STEAM.* The Service Area shall be delivered to Steam on the Commencement Date in AS IS condition.

ARTICLE IV

PAYMENT OF RENT

4.01. *PAYMENT OF SERVICE AREA RENT.* Steam shall pay the monthly Service Area Rent on the

first day of each month during the Term, in advance. If the Commencement Date is a day other than the first day of a calendar month, then the monthly installment of Service Area Rent for that fractional month shall be prorated on a daily basis based upon a thirty (30) day month and Steam shall pay that prorated amount on the first day of the next calendar month.

4.02. PAYMENT OF PARKING RENT. Steam shall pay the annual Parking Rent on the first day of each July during the Term, in advance. If the Commencement Date is a day other than the first day of July, then the monthly installment of Parking Rent for the fractional 2016-2017 Fiscal Year shall be prorated on a daily basis based upon a 365 day Fiscal Year and Steam shall pay that prorated amount on the first day of the next calendar month.

4.03. PAYMENT OF OTHER CHARGES. Any charge other than Service Area Rent and Parking Rent shall be due in accordance with the Lease provision governing the charge.

4.04. ADDITIONAL PROVISIONS REGARDING PAYMENT OF RENT. All Rent shall be due and payable without any setoff or deduction to Town at the times specified in this Article, above. If any installment of Rent is not paid within ten (10) days of its due date, Steam shall pay a late charge to the Town equal to the greater of \$100 or 5% of the overdue payment. If the outstanding balance of Rent owed to the Town contains any amount that has not been paid within ten (10) days of its due date, then beginning on the eleventh (11th) day, the entire outstanding balance of Rent owed by Steam shall bear interest at the Default Rate, until the outstanding balance no longer includes any amounts not paid within ten (10) days of their due date. Any liability for unpaid Rent shall survive the termination of the Lease.

ARTICLE V UTILITIES

5.01. IN GENERAL. The Town will provide for access to electricity, telephone service and water to the perimeter of the Service Area. Steam will be responsible for the cost of all labor and materials associated with all utility connections to fixtures and equipment to be installed by Steam within the Service Area. The Town will be responsible for the cost of

heating and air-conditioning the Waiting Room. The Service Area will not be separately metered for water and electricity. The Town will pay for the water and electricity consumed by with respect to the Service Area.

5.02. TENANT UTILITIES. Payment for Tenant Utilities is the obligation and responsibility of Steam. Accounts for all Tenant Utilities will be in Steam's name and Steam will pay the bills rendered by the utility/service providers by the due dates specified in the respective bills or invoices.

ARTICLE VI USE OF SERVICE AREA AND CONDUCT IN BUILDING AND PARKING AREA

6.01. PERMITTED USES. Steam and any permitted assignee shall use the Service Area for the sole and exclusive purpose described in Section 1.01(g) and for no other purpose. The use of the Service Area shall also be in accordance with all applicable laws, statutes, regulations, codes and ordinances.

6.02. COMPLIANCE WITH RULES AND REGULATIONS. Steam shall comply at all times with the Rules and Regulations. The Town may amend the Rules and Regulations from time to time in order to better regulate the affairs of Greens Farm Station, protect the rights of the Town, the DOT and other tenants at Greens Farm Station and to promote the safety and well being of the public visiting Greens Farm Station. Steam agrees to abide by all amendments to the Rules and Regulations reasonably adopted by the Town of which Steam has received Notice.

6.03. ALTERATIONS AND IMPROVEMENTS. Steam shall not cause any alteration or improvement to be made to the Waiting Room unless Steam has obtained the Town's prior Consent and the work is consistent in design and style with the historical aesthetic of the Building. Approval of the DOT may also be required. The Town may condition its Consent upon the delivery of performance and/or labor and material payment bonds or other security for Steam's payment of the cost of the alterations or improvements. Prior to the commencement of any alteration or improvement by any contractor, Steam

will deliver to the Town a certificate of insurance for each contractor, showing public liability coverage, workers' compensation coverage and any other coverage reasonably required by Town, which certificate names Town as an additional insured and provides that the coverage will not be canceled or not renewed without at least fifteen (15) days' advance Notice to Town. All work performed by or through Steam shall be performed in full compliance with all laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Steam shall promptly pay all contractors and materialmen hired by Steam to furnish any labor or materials which may give rise to the filing of a mechanic's lien against Greens Farm Station attributable to alterations and improvements done by or through Steam.

6.04. STEAM'S GENERAL COMPLIANCE WITH LAWS. Steam shall, at Steam's sole cost and expense, comply with all of the requirements of all statutes, regulations and ordinances now in force or which may hereafter be in force and not being reasonably disputed by Steam pertaining to Steam's use of the Leased Premises and any act therein or thereon by Steam. Specific reference is made to Steam's duty to comply with all state, federal and municipal statutes, regulations and ordinances concerning environmental protection and Steam's conduct at Greens Farm Station. Steam shall indemnify and hold the Town harmless from and against any damage, liability, cost and/or expense which the Town may suffer by reason of Steam's failure to comply with statutes, regulations and ordinances governing Steam's conduct at Greens Farm Station.

6.05. SIGNAGE. Steam will not place or maintain, or cause to be placed or maintained, on any portion of the Building or any portion of Greens Farm Station any sign or advertising matter without Town's Consent. Written consent of the DOT may also be required. Any sign placed by Steam will be unlighted and consistent in character with the historical aesthetic of the Building and Greens Farm Station.

6.06. FURNITURE AND WINDOW TREATMENTS. Steam shall obtain the Town's Consent before placing any furniture or window treatments, including, without limitation, tables, chairs, curtains and blinds within the Waiting Room. The Town desires that tables, chairs and window treatments be consistent in character with the historical aesthetic of the Building.

6.07. ENVIRONMENTAL COMPLIANCE. Steam will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance in any area of the Building or Greens Farm Station other than an in an area and in a manner which is in strict compliance with all laws and which is Approved in advance by Town. Steam will not use, store, generate or dispose of any substance in any manner which would cause the Building to be classified as an Establishment under the laws of the State. Steam will indemnify Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by Town or any other expense incurred by Town as a result of any violation of any environmental law or this Section by Steam or any agent, servant, employee or contractor of Steam.

6.08. HOURS OF OPERATION. Steam will be open for business to the public from at least 5:00 a.m to 10:00 a.m., Monday through Friday, excluding legal holidays (the "Minimum Hours"). Steam acknowledges the authority of the Town's Chief of Police to designate and modify, from time to time, the time each morning when the Building will be opened to the public and the time each afternoon/evening when the Building will be closed to the public. Steam will not open for business prior to the Building opening time or after the Building closing time, so designated, without the prior Approval of the Town's Chief of Police. Between the Building opening time and the Building closing time, so designated, Steam may be open for business to the public for as many hours as Steam wishes. Steam shall, however, give Notice to the Town's Chief of Police prior to each change in its hours of operation. Notwithstanding the foregoing, with the prior Approval of the Town's Chief of Police, Steam may open for business for special events, such as car shows and running races.

6.09. OTHER OBLIGATIONS AND DUTIES OF STEAM. Steam will conform Steam's conduct to the following standards and will perform the following duties, all in a prompt, diligent and workmanlike manner, at Steam's sole cost and expense.

(a) Steam will be responsible for cleaning the Waiting Room. Without limiting the generality of the foregoing, Steam will, as frequently as necessary to keep the Waiting Room in a clean and neat condition: wipe down all tables and chairs; vacuum the floor; clean up all spilled food and beverages; and remove

all trash, discarded paper goods, cups, plastic utensils, wrappers, crumbs, discarded food, discarded beverages and the like.

(b) Steam will empty all trash containers within the Waiting Room with such frequency as is consistent with the operation of Steam's business in a first class manner, which will include placing general trash in the secured plastic trash bags for pick up by the Town. Trash containing left over and discarded food or beverages shall be double-bagged. Steam will deposit all recyclables in a bin or bins that will be furnished by the Town at Steam's request.

(c) Steam will, at all times, maintain and operate its food service business in compliance with all applicable standards and requirements of the Connecticut Department of Public Health, the Westport/Weston Health District, the Westport Fire Marshall and all applicable federal, state and local regulations.

(d) All food preparation is to be done off-site. Steam shall serve only food that is prepared off-site. Toasting, re-heating and application of condiments to foods that are otherwise prepared off-site is permitted provided that Steam complies with all applicable standards and requirements (see Section 6.09(c)).

(e) Steam will install and maintain, at Steam's sole expense, adequate food warming and refrigeration equipment to insure the freshness and safety of all food served and as required to meet Department of Public Health regulations.

(f) Steam will keep the Service Area in good repair and promptly notify the Town of any needed repair work. All repair work in the Service Area shall be performed by the Town or the Town's contractors at the Town's expense. Notwithstanding anything herein to the contrary, Steam shall reimburse the Town for the cost of any and all repairs to the Building necessitated by any negligent or willful act or omission of Steam, Steam's customers, employees, agents or contractors, by delivering to the Town payment in full within three (3) weeks of receipt of the Town's invoice.

(g) Steam will comply with the regulations established by the Westport Traffic Authority and Westport Board of Selectmen governing use of the parking areas at Greens Farm Station.

6.10. RESTRICTIONS AND LIMITATIONS ON STEAM'S CONDUCT. Steam agrees to abide by the following restrictions and limitations.

(a) Steam will not install any grill, cooking appliance, exhaust hood or food preparation equipment except as follows. With the prior Approval of the Town's Chief of Police, Steam may install one or more toasters, a convection oven, a microwave, one or more soup warmers, one or more display cases, a refrigerator, one or more coffee/tea brewers, an ice machine, an espresso machine and an espresso grinder. Steam shall keep all of its equipment within the boundaries of the Service Area at all times. The installation and use of all equipment by Steam shall comply in all respects with applicable standards and requirements (See Section 6.09(c)).

(b) Steam will not cause or permit the playing of any musical instruments, loudspeakers, stereo systems, public address systems or similar devices in any manner so as to be audible outside of the Waiting Room.

(c) Steam will not place any trash anywhere at Greens Farm Station except in secured bags deposited in a location designated by the Town.

(d) Steam will not place any dumpster, trash receptacle or recyclable receptacle anywhere on the grounds of Greens Farm Station.

(e) Steam will not cause or permit to emanate from the Building any objectionable odor, as determined in Town's reasonable discretion. The aromas of fresh brewed coffee and fresh baked goods will not be deemed objectionable.

(f) Steam will not do anything which unreasonably interferes with the use and peaceful enjoyment of any other subtenant of the Building.

(g) Steam will not permit the parking of any vehicles in any manner which interferes with the drives, sidewalks, pedestrian walkways, crosswalks, fire lanes and any other areas desired to be kept clear by the Town.

(h) Steam will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire

insurance policy.

(i) Steam will not use the Leased Premises for any purpose prohibited by law.

ARTICLE VII TOWN'S RIGHT TO PERFORM WORK

7.01. TOWN'S RIGHT TO PERFORM WORK. The Town shall have the right to undertake the following activities in the Building and at Greens Farm Station: construction of additions to the Building and additional buildings; demolition of additional buildings; excavation for the purposes of the above and/or installing or repairing utility lines; and remodeling of the exterior and interior of the Building. In undertaking any of the foregoing activities, the Town shall take reasonable precautions to limit interference with Steam's use of the Leased Premises or access thereto.

ARTICLE VIII INSURANCE, INDEMNIFICATION, WAIVERS, ETC.

8.01. INSURANCE COVERAGES. Steam shall purchase and maintain for the duration of its occupancy of the Leased Premises the following insurance.

(a) Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Steam. The policy shall: (i) name the Town, the State and Metro North Commuter Railroad Company as additional insureds; (ii) be underwritten on an occurrence basis; (iii) be primary and not contribute in any way to any insurance, deductible or self insured retention carried by the Town, State or Metro North Commuter Railroad Company; (iv) contain contractual liability coverage within the policy form; and (v) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.

(b) Commercial Automobile Insurance for any owned automobiles used in the conduct of Steam's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

(c) Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.

8.02. ADDITIONAL INSURANCE REQUIREMENTS. Each insurance policy procured by Steam under this Sublease shall be underwritten by an insurance company licensed to do business in the State. All deductibles shall be declared and are subject to the approval of the Town. Upon signing of this Sublease and thereafter, from time to time, within ten (10) days of the Town's request, Steam shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require Steam to deliver a copy of the policy.

8.03. STEAM'S COMPLIANCE. Steam shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of any policy of insurance. Steam shall, at its own cost and expense, comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body.

8.04. INDEMNIFICATION AND HOLD HARMLESS COVENANTS. Except for acts or omissions of the Town or its employees or agents, Steam shall defend, pay, indemnify and save free and harmless the Town, and any fee owner or ground or underlying lessors of the Leased Premises, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising,

directly or indirectly, out of or from or on account of any occurrence, in, upon, about, at, or from the Leased Premises or occasioned wholly or in part through the use and occupancy of the Leased Premises or by any act or omission of Steam or any subtenant of Steam, or their respective employees, agents, contractors or invitees, in, upon, about, at, or from the Leased Premises.

8.05. RISKS TO PERSON AND PROPERTY.

Steam and all those claiming by, through or under Steam shall store their property in and shall occupy and use the Leased Premises solely at their own risk and Steam and those claiming by, through or under Steam release the Town from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair. The Town and its agents or employees shall not be responsible or liable at any time to Steam, or to those claiming by, through or under Steam, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

8.06. DEFECTS, LEAKS, WEATHER, UTILITY INTERRUPTIONS, ETC.

The Town and its agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises or any of the systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation, stairs, railings or walks, machinery, utilities, appliances or apparatus, nor shall Town be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Steam, or those claiming by, through or under Steam, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, water closets, waste pipes, drains or other pipes, or caused by water, Steam, gas, sewage, snow or ice in any part of the Leased Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, natural occurrences or the

elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any structure or improvements on or in the Leased Premises, or any of the equipment, fixtures, machinery, appliances or apparatus on the Leased Premises or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service.

**ARTICLE IX
ASSIGNMENT AND SUBLEASING**

9.01. SUBLEASING PROHIBITED. CONSENT REQUIRED FOR ASSIGNMENT. Subleasing is strictly prohibited. Steam shall not assign this Sublease without the prior written Consent of Town, which will not be unreasonably withheld or delayed. It shall not be unreasonable for the Town to withhold Consent to an assignment to any party intending to engage in any business activity other than the Approved Use. Assignment is subject also to the prior written Consent of the DOT. Prior to any assignment, Steam shall give Notice to the Town of the proposed assignee and the terms of the proposed assignment, and upon request of the Town, Steam will provide the Town with any other information reasonably requested by the Town for the purpose of evaluating the proposed assignee. The Consent by Town to any assignment shall not constitute a waiver of the necessity for Consent to subsequent assignment. Assignment shall include a sale of substantially all of the assets of Steam, a Change of Control and an assignment by operation of law (attachment of Steam's interest in the leasehold, for example). Unless the Town gives Consent to the release of Steam, no assignment or acceptance of any rent from any party in possession of the Leased Premises shall constitute a release of Steam from the obligations under this Sublease. By accepting the assignment of this Sublease, any assignee assumes all obligations of Steam to the Town from and after the date of the assignment, jointly and severally with Steam. Any attempted assignment by Steam without the prior Consent of the Town shall be void.

9.02. TOWN'S RIGHTS ON PROPOSED ASSIGNMENTS. If Steam gives Town Notice of any

proposed assignment of the Leased Premises, then, in addition to the Town's rights under Section 9.01, the Town may, by Notice to Steam, terminate this Sublease by lapse of time, effective on the date specified in the Town's termination Notice. The Town's termination Notice under this Section may only be given within thirty (30) days after Notice of the proposed assignment from Steam, unless, within fifteen (15) days after the Notice from Steam, the Town makes a request to Steam for further information with which to evaluate the proposed assignee, in which event the time within which Town may give Notice of termination shall be extended to thirty (30) days after Steam has provided the further information to Town. The Town's termination Notice must specify an effective date for the termination, and if the termination Notice is given, this Sublease shall come to an end by lapse of time as if the Term had always expired on the effective date of the termination, and provided Steam has vacated the Leased Premises in accordance with the provisions of this Sublease, Steam shall be deemed to be released from any further liability or obligations of Steam under this Sublease arising from and after the date Steam has vacated.

ARTICLE X SECURITY DEPOSIT

10.01. STEAM'S SECURITY DEPOSIT. Steam's Security Deposit is due and payable to the Town upon execution of this Sublease. The Security Deposit shall be security for the full and faithful performance of all obligations of Steam under this Sublease. The rights and remedies reserved to the Town under this Sublease are cumulative, and in the event of a default by Steam, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Sublease or by law. The Security Deposit will be refunded without interest to Steam within forty-five (45) days following the expiration of this Sublease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Steam's failure to comply with any obligation of Steam under this Sublease. In no event, except when the Town elects at the Town's sole option to do so, may Steam set off or apply any part of the Security Deposit against any Rent.

ARTICLE XI CASUALTY DAMAGE, THEFT AND VANDALISM

11.01. DAMAGE OR DESTRUCTION.

(a) Steam shall give prompt Notice to the Town of any damage by Casualty to the Building. During the sixty (60) day period following the occurrence of a Casualty (the "Notice Period"), the Town will notify Steam of the Town's estimate of the period of time required to complete the restoration work. If the Building is so damaged or destroyed by Casualty that Steam does not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction can be repaired within six (6) months (or, if sooner, by the expiration date of the Term, as applicable), then the Town shall so notify Steam and the Town shall proceed to repair the damage or destruction with reasonable diligence. If the Building is so damaged or destroyed by Casualty that Steam shall not have reasonably convenient access to the Service Area and the Common Area and if, in the reasonable judgment of the Town, the damage or destruction cannot be repaired within six (6) months (or, if sooner, by the expiration date of the Term, as applicable), then either party shall have the right to terminate this Sublease by giving Notice to the other within the period of eight (8) to ten (10) weeks after the occurrence of the Casualty. If neither party elects to terminate the Sublease pursuant to the preceding sentence, then the Town shall repair the damage or destruction with reasonable diligence.

(b) If the Town begins repairs does not complete the repairs within six (6) months after the expiration of the Notice Period, then Steam shall have the right to terminate this Sublease by giving Notice to the Town within three (3) weeks after the end of that six (6) month period; provided however, that: (i) if the reconstruction period estimated by the Town in Section 11.01(a) is more than six (6) months and neither party terminates this Sublease on account thereof, then the six (6) month period in this Section 11.01(b) shall be extended to be the reconstruction period so estimated by the Town plus six (6) weeks; and (ii) if the completion of repairs is delayed by causes beyond the Town's control, including Force Majeure, then the time for completion shall be

extended by the period of such delay.

11.02. ABATEMENT OF RENT. Service Area Rent, Parking Rent and Additional Rent shall be abated in their entirety during the period, if any, following any Casualty, during which Steam does not have reasonably convenient access to the Service Area and Common Area provided that Steam does not conduct any business operations in any portion of the Building. If any *portion* of the Service Area or Common Area is rendered unfit for use and occupancy by reason of such Casualty and Steam does not conduct any business operations in that portion of the Service Area and Common Area, then Rent shall be abated proportionately, effective as of the date of the Casualty until the Town has substantially completed the repairs.

11.03. STEAM'S RESPONSIBILITY. Notwithstanding anything in this Article XI to the contrary: (a) Steam shall be responsible to promptly restore any portion of Service Area constructed or installed by Steam; and (b) the Town shall not be obligated to restore or replace any property of Steam.

11.04. NO LIABILITY FOR THEFT AND VANDALISM. Steam acknowledges that the Town will have the right to require that the Waiting Room remain as an "open air" space, free from floor to ceiling walls and partitions. Steam will not install any wall or partition, lockable or otherwise, between the Service Area and the Common Area without the Town's prior Approval. Steam will be responsible for removing from the Building or otherwise securing all moveable equipment and personal property so as to safeguard it against theft and vandalism. All personal property and equipment of Steam at Greens Farm Station shall be kept at Steam's own risk, and the Town shall not be responsible for any theft or vandalism of Steam's property or any property of any agent, employee, contractor, customer or invitee of Steam, unless the theft is committed by an agent of the Town and Steam shall indemnify and hold the Town harmless from any claim against the Town by any agent, employee, contractor, customer or invitee of Steam based upon any allegation of theft or vandalism for which the Town's liability is disclaimed under this Section.

ARTICLE XII DEFAULTS AND ENFORCEMENT

12.01. EVENTS OF DEFAULT BY STEAM. Steam will be in default of Steam's obligations under this Sublease upon the happening of any of the following.

(a) Steam's failure to pay Rent within five (5) business days after Notice to Steam that the payment has not been received by the Town on or before its due date.

(b) Steam's failure to cure within thirty (30) days after Notice to Steam the noncompliance by Steam with any other obligation of Steam under this Sublease, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Steam will not be in default as long as Steam has commenced the cure of the non compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

12.02. REMEDIES ON ACCOUNT OF DEFAULT. In the event of default by Steam, the entire Service Area Rent, Parking Rent and Additional Rent for the remainder of the Term will be immediately due and payable, the Town may terminate this Sublease and recover possession of the Leased Premises, and the Town may exercise any other remedy available under the law to a landlord on account of a breach of lease by a tenant.

12.03. COSTS OF ENFORCEMENT. The Town shall be entitled to reimbursement from Steam of the reasonable costs of enforcement of this Sublease incurred by Town (including a reasonable attorney's fee) in any action or proceeding brought by the Town to enforce the provisions of this Sublease on account of any failure of Steam to adhere to Steam's obligations under this Sublease, provided that the Town prevails in such action or proceeding. All such costs shall be deemed Additional Rent.

12.04. JURY WAIVER, FORUM AND VENUE. The Town and Steam waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Town and Steam,

Steam's use or occupancy of the Leased Premises, and any claim of injury or damage. In any dispute between the parties relating to the tenancy hereby created, the exclusive forum for any such legal action shall be the State court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the parties.

**ARTICLE XIII
VACATING AT END OF TERM, HOLDING
OVER**

13.01. VACATING LEASED PREMISES AT END OF TERM. At the expiration of the Term, whether by lapse of time or for any other reason, Steam will surrender the Leased Premises to the Town. The condition of the Service Area upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear excepted. All motor vehicles shall be removed from the Parking Area. All keys to any partitions or lockers shall be turned over to Town upon the surrender and Steam shall provide the Town with any other means for opening any other locks in the Service Area upon the surrender. Prior to the surrender, Steam shall: (a) remove all of Steam's trade fixtures, unless Town has granted Consent to the retention of any trade fixture; (b) remove any alteration that was made in the Waiting Room by Steam without Town's Approval; and (c) repair and/or restore the Waiting Room as a result of any removal of any fixture or improvement removed by Steam. Without diminishing Steam's responsibility to remove items from and repair damage in the Waiting Room at the end of the Term, if, prior to Steam's vacating of the Leased Premises, Steam fails to remove any personal property, trade fixture or improvement that it is Steam's responsibility to remove, all such items will become the property of the Town.

13.02. HOLDING OVER. If Steam holds over beyond the end of the Term with the Consent of the Town, then the provisions of the hold over tenancy shall be the same provisions set forth in this Sublease governing the rights and obligations of the parties during the Term, except that: (a) the tenancy shall be on the basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; (b) there shall be no rights or options

in Steam to extend the Term, increase or decrease the size of the Leased Premises, purchase any portion of Greens Farm Station, exercise any right of refusal to any leasing or sale of any portion of Greens Farm Station or any similar rights that may have been in effect during the Term; and (c) the Service Area Rent and Parking Rent for the hold over shall be the Service Area Rent and Parking Rent in effect immediately prior to the end of the Term, which shall be increased in the same manner as the Service Area Rent and Parking Rent had been increased by any formula or with any regular frequency during the Term. If Steam does not vacate the Leased Premises on or before the end of the Term and does not have the Town's Consent to remain in the Leased Premises, the failure to vacate shall not be treated as a hold over for any further term and the use and occupancy damages for which Steam will be liable during any such period of occupancy will be the amount that would have been payable as Additional Rent had this Sublease remained in effect during the period of occupancy plus an amount equal to one and half times (1½ X) the Service Area Rent and Parking Rent in effect at the end of the Term.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.01. NO WAIVER OF OBLIGATIONS. The waiver by the Town or Steam of any breach by or obligation of the other party of any provision in this Sublease shall not be deemed to be a waiver of any other breach or obligation. The acceptance of any Rent by the Town or the payment thereof by Steam shall not be deemed to be a waiver of any breach by any party. No payment by Steam or receipt by the Town of any payment which is less than the amount due shall be deemed to be a waiver of any right to obtain payment of the full amount due, and the Town may apply any payment by Steam to any charge owed by Steam to the Town under the provisions of this Sublease, and no restrictive endorsement, statement of Steam or any other attempt by Steam to restrict the application of the payment in any contrary manner shall be operative or effective, and no endorsement on any check or payment made by or on the behalf of Steam shall be deemed as any accord and satisfaction for any obligation, other than satisfaction of the charge to which the Town has applied the payment. No waiver of any breach or obligation of any party

shall be effective unless in writing by the party charged with the waiver.

14.02. ENTIRE AGREEMENT. This Sublease, including any exhibits and schedules 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 Sublease. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon either party unless in writing by the party to be charged.

14.03. SEVERABILITY. The provisions of this Sublease 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 Sublease and the remainder of the Sublease shall be valid and enforced to the fullest extent permitted by the law.

14.04. HEADINGS NOT TO LIMIT EFFECT OF SUBLEASE. The headings for the articles and sections of this Sublease are inserted for ease of reference only and no such heading shall be interpreted to limit the operation of any language contained in the article or section following the heading. All language in this Sublease shall be given its full operative effect, regardless of the article or section in which it is located and regardless of its location, proximity or lack of proximity to any other related or unrelated provisions.

14.05. FORCE MAJEURE. If the Town or Steam is delayed in, hindered in, or prevented from, the performance of any act required under the provisions of this Sublease, except for the payment of money, by reason of Force Majeure, then as long as the party

whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

14.06. TOWN'S ENTRY INTO SERVICE AREA. The Town and the Town's agents shall have the right to enter into and upon the Service Area at all reasonable hours, upon reasonable advance written or oral notice to Steam, for the purpose of examining the Service Area or making alterations. The Town's entry under this Section may be made at any hour and without notice in the case of emergency.

14.07. CHOICE OF LAW. Connecticut law shall apply to all state law matters arising under this Sublease.

14.08. TOWN OFFICIALS. Wherever in this Sublease reference is made to an official of the Town of Westport (e. g., First Selectman, Chief of Police), that reference shall be deemed to include any official with a different title who assumes substantially the same duties as the referenced official. By way of example, under a mayoral form of municipal government, "Mayor" would be substituted for "First Selectman". In addition, upon Notice to Steam, the Town may make a substitution for any official referenced in this Sublease. By way of example, the Town may substitute "Deputy Police Chief" for "Chief of Police".

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IN WITNESS WHEREOF, each party has caused this Sublease to be executed on the date below written, the date of the Lease being as of the date set forth on Page 1, if different than the date of execution for either party.

Steam Partners, LLC

Signature _____
Name Robert L. Glaser, Jr.
Title President/Member
Date _____

Signature _____
Name Gregory R. Stiegler
Title Secretary/Member
Date _____

TOWN OF WESTPORT

Signature _____
Name James S. Marpe
Title First Selectman
Date _____

Exhibit A *{see separate PDF for now. Page to be inserted to signature-ready version later}*.

EXHIBIT B

RULES AND REGULATIONS FOR SUBTENANTS OF GREENS FARM STATION

1. Sidewalks, driveways, crosswalks, parking areas, entrances, stairwells and lobbies shall not be obstructed or used for any purpose other than ingress and egress.
2. No awnings, banners or flags shall be erected or installed without the prior Consent of the Town.
3. No tents or canopies shall be assembled or installed without the prior Consent of the Town.
4. No satellite dishes, radio or television aerials or antennae of any type shall be installed without the prior Consent of the Town.
5. No curtains blinds, shades or screens shall be attached to any window or door of the Building without the prior Consent of the Town.
6. No sashes, windows, heating, ventilating and air conditioning vents and doors that admit light or air into the Building shall be covered or obstructed.
7. No merchandise, display racks, bottles, packages, parcels, or other articles shall be placed outside of the Building.
8. No display racks, show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building.
9. Restrooms, sinks, toilets and plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other debris shall be thrown in them. The cost of repairing damage resulting from any misuse of restrooms and plumbing fixtures shall be the responsibility of the subtenant whose staff, employees, customers, contractors or visitors caused the damage.
10. No subtenant shall lay any floor covering.
11. No bicycles, vehicles, or animals of any kind shall be brought into or kept in the Building. An exception applies for wheelchairs and guide dogs, which are permitted.
12. Subtenants, their customers, contractors, visitors and guests shall not make or permit any disturbing noises in the Building or permit anything to be done that will interfere with the rights, comforts or convenience of other subtenants. Subtenants shall not play any musical instruments or operate radios, stereos, televisions, or other amplified devices so as to disturb or annoy anyone inside or outside the Building. Noisy or disorderly conduct that annoys or disturbs other subtenants is prohibited.

13. No subtenant shall bring or keep in the Building any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of cleaning supplies required in the normal operation of the subtenant's business.
14. No additional locks or security alarms of any kind shall be placed upon any of the doors or windows by any subtenant, nor shall any changes be made in existing locks.
15. The Building shall not be used for lodging or sleeping or for any immoral or illegal purpose.
16. Subtenants must comply with any and all recycling programs established pursuant to State or municipal law, regulation or ordinance.
17. The Building is a smoke-free environment. Smoking is not permitted in the Building. For those choosing to smoke outdoors, cigarette butts are not to be discarded on the grounds of Greens Farm Station. With respect to the smoke-free policy, subtenants are responsible for the compliance of their employees, agents and contractors.
18. The Town is not responsible for the non-compliance by any other subtenant or occupant of the Building with any of the Town's rules and regulations.
19. If and to the extent that the above rules conflict with any of the rights or obligations of a subtenant pursuant to the provisions of the subtenant's sublease, then the provisions of the subtenant's sublease shall govern.

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
101 General Fund		
10101110 RTM		
513000 Extra Help & Overtime	60.52	
551000 Advertising & Printing	794.26	
552000 Postage	140.35	
561000 Supplies		(83.60)
10101180 Town Clerk		
551000 Advertising & Printing		(911.53)
	995.13	(995.13)
10101140 Registrars		
551000 Advertising & Printing	19.21	
561000 Supplies		(19.21)
	19.21	(19.21)
10101142 Elections		
561002 Town Clerk Misc.Supplies	54.47	
561003 Town Clerk EH Supplies		(54.47)
	54.47	(54.47)
10101152 Audit		
511000 Salaries	0.98	
532000 Contract Services	8,100.00	
531000 Fees & Services		(7,100.00)
561000 Supplies		(491.27)
585000 Education & Expenses		(509.71)
	8,100.98	(8,100.98)
10101153 Personnel		
511000 Salaries	17,099.72	
528900 Transportation Allowances	1,232.89	
552000 Postage	602.41	
561000 Supplies	2,072.82	
513001 Extra Help		(12,370.00)
531000 Fees & Services		(4,139.93)
551000 Advertising & Printing		(500.00)
573000 Office Equipment		(755.44)
585000 Education & Expenses		(1,092.53)
10101151 Finance Department		
531000 Fees & Services		(2,149.94)
	21,007.84	(21,007.84)

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From	
10101154 Assessor			
513000 Extra Help & Overtime	287.67		
541000 Voice/Data	0.47		
543000 Vehicle Maint. & Operation	23.39		
511000 Salaries		(60.68)	
531000 Fees & Services		(250.85)	
	311.53	(311.53)	-
10101156 Tax Collector			
511000 Salaries	10,663.36		
513102 Seasonal Extra Help		(10,663.36)	
	10,663.36	(10,663.36)	-
10101157 Information Technology			
511000 Salaries	110.12		
513002 Overtime		(110.12)	
	110.12	(110.12)	-
10101170 Town Attorney			
532000 Contract Services	8,500.85		
533200 Negotiation Services		(8,500.85)	
	8,500.85	(8,500.85)	-
10101181 Historic District			
511000 Salaries	0.11		
561000 Supplies		(0.11)	
	0.11	(0.11)	-
10101182 Conservation			
531000 Fees & Services	985.00		
513002 Overtime		(985.00)	
	985.00	(985.00)	-
10101185 Planning & Zoning			
513002 Overtime	9,943.81		
551000 Advertising & Printing	156.32		
561000 Supplies	491.39		
511000 Salaries		(10,591.80)	
10101187 Zoning Bd Of Appeals			
511000 Salaries	0.28		
	10,591.80	(10,591.80)	-

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From	
10102210 Police			
511011 RR Pkg Reimbursement	39,272.47		
511090 Workers Compensation	11,746.02		
513204 Fixed Traffic Posts	12,085.62		
513211 Replacement, Funeral Leave	4,250.80		
513214 Replacement, Sick Leave	54,354.64		
513218 Special Detective Services	853.47		
513219 Special Events/EmergCallback	94,556.71		
576000 Equip.-Police	200.98		
585000 Education & Expenses	16,362.25		
588000 Program Expenses	8,320.00		
511000 Salaries		(128,122.36)	
511006 Holiday Pay		(13,254.29)	
513000 Extra Help & Overtime		(100,626.31)	
513213 Replacement, School/Training			
	242,002.96	(242,002.96)	-
10102214 Police Vehicle Maint			
511000 Salaries	4.32		
513000 Extra Help & Overtime		(4.32)	
	4.32	(4.32)	-
10102216 Dog Warden			
511000 Salaries	8,220.21		
513000 Extra Help & Overtime		(8,220.21)	
	8,220.21	(8,220.21)	-
10102218 Emergency Medical Service			
513000 Extra Help & Overtime	14,782.53		
532002 Billing/Collection Outsouce	1,423.49		
544000 Vehicle Operation	185.60		
573500 Vehicles	0.01		
528000 Uniforms Allowance		(25.00)	
528303 Baumblatt, Richard		(0.97)	
528305 Hartog		(0.53)	
528309 Doherty, Kevin		(60.00)	
531008 Fees to WVEMS		(1,650.00)	
531009 WVEMS Awards Program		(500.00)	
531010 Fees&Srv-Miscellaneous		(26.51)	
533100 Employee Medical		(287.00)	
552000 Postage		(22.48)	
561000 Supplies		(65.95)	
585000 Education & Expenses		(28.72)	
589001 Refunds of Overpayments		(6,700.00)	
10102210 Police			
513000 Extra Help & Overtime		(7,024.47)	
	16,391.63	(16,391.63)	-

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
10102220 Fire Department		
511014 MFF/Officer	200.00	
511015 Stand-by	168.71	
511090 Workers Compensation	31,594.61	
513404 FLSA - Military Leave	25,067.95	
513407 FLSA - Sick Leave	9,533.26	
513409 FLSA - Training Days	6,402.35	
513410 FLSA-Training Leave/Replacem	38,372.88	
513413 FLSA - FF Open Position	47,285.15	
513414 NonFLSA-DispatcherOpenPositi	5,985.08	
513415 NonFLSA - Mechanic Overtime	621.33	
513416 NonFLSA - Personal Leave	1,188.40	
531014 VFIS Insurance	1,250.00	
575500 Equip.-Hazardous Materials	42.15	
511000 Salaries		(68,595.69)
513403 FLSA - Injury Leave		(99,116.18)
	167,711.87	(167,711.87)
10102235 Public Site & Building		
511000 Salaries	2,592.14	
513000 Extra Help & Overtime		(418.80)
10102225 Building Inspection		
511000 Salaries		(2,173.34)
	2,592.14	(2,592.14)
10102250 Emergency Management		
511000 Salaries	2,763.80	
561000 Supplies		(1,079.75)
542000 Equipment Maint. & Operation		(1,684.05)
	2,763.80	(2,763.80)
10103310 Engineering		
513002 Overtime	3,413.56	
528604 Edwards	120.00	
511000 Salaries		(3,533.56)
	3,533.56	(3,533.56)
10103320 Highway		
511090 Workers Compensation	4,431.80	
588002 Storm - Inside Overtime	320.63	
511000 Salaries		(320.63)
511091 Workers Compensation Offset		(4,431.80)
	4,752.43	(4,752.43)

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From	
10103321 Equipment Maintenance			
511000 Salaries	836.45		
513002 Overtime	2,111.91		
543000 Vehicle Maint. & Operation		(2,948.36)	
	2,948.36	(2,948.36)	-
10103322 Road Maintenance			
562009 Catch Basin Cleaning	0.30		
562013 Road Signs-Stock	15.17		
562014 Street Marking	65.03		
562010 Maint.-Bridge Guardrails		(80.50)	
	80.50	(80.50)	-
10103332 Solid Waste Disposal			
511090 Workers Compensation	9,864.50		
513002 Overtime	4,695.69		
511000 Salaries		(2,478.22)	
532000 Contract Services		(2,217.47)	
10103320 Highway			
511091 Workers Compensation Offset		(9,864.50)	
	14,560.19	(14,560.19)	-
10103350 Building Maintenance			
511090 Workers Compensation	11,398.13		
513002 Overtime	1,142.00		
531000 Fees & Services	31.22		
531035 Fees&Services-Sr. Center	14.35		
511000 Salaries		(1,187.57)	
10103320 Highway			
511091 Workers Compensation Offset		(11,398.13)	
	12,585.70	(12,585.70)	-
10103352 Building Custodians			
561000 Supplies	93.91		
561007 Supplies: Senior Center	67.64		
532000 Contract Services		(161.55)	
	161.55	(161.55)	-

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
10105520 Social Services		
511000 Salaries	44,734.21	
513001 Extra Help	130.62	
542000 Equipment Maint. & Operation	52.15	
528900 Transportation Allowances		(162.59)
552000 Postage		(0.73)
574100 Software		(0.48)
585000 Education & Expenses		(677.50)
10105510 Youth Services		
511000 Salaries		(21,331.54)
10105530 Senior Services		
511000 Salaries		(22,744.14)
	44,916.98	(44,916.98)
10105530 Senior Services		
569000 Other Materials & Supplies	3,558.72	
573000 Office Equipment	36.12	
585000 Education & Expenses	13.92	
511000 Salaries		(3,608.76)
	3,608.76	(3,608.76)
10108812 P&R Guest Services		
513800 Supervision-GST	10,287.20	
513802 Security-Compo	16,845.45	
513804 Security-Longshore Park	4,206.10	
513999 Longevity/Attrition	18,971.00	
513803 Security-Marinas		(6,071.25)
513805 Security: EH/OT		(12,544.57)
513806 Security-Special Events		(3,956.50)
569000 Other Materials & Supplies		(42.27)
569015 P&R-Materials		(472.46)
569016 P&R-Signs		(16.00)
10108810 P&R Administration		
511000 Salaries		(9,638.09)
513801 Clerks - Sales Office		(10,585.19)
528900 Transportation Allowances		(973.00)
531050 Fees: P&R Machine Rental		(866.16)
531051 Fees: P&R Online Enrolment		(778.22)
541000 Voice/Data		(4,024.29)
551001 Advertising		(131.09)
551002 Printing		(210.66)
	50,309.75	(50,309.75)

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
10108820 P&R Maint & Development		
513000 Extra Help & Overtime	7,188.83	
542032 Operation-Gas	1,038.90	
511000 Salaries		(1,313.65)
531000 Fees & Services		(2,615.26)
542000 Equipment Maint. & Operation		(3,731.53)
585000 Education & Expenses		(567.29)
	8,227.73	(8,227.73)
10108830 Boating		
513000 Extra Help & Overtime	9,124.12	
511000 Salaries		(5,585.88)
569500 Items for Resale		(3,538.24)
	9,124.12	(9,124.12)
10108831 Parks Maintenance		
513000 Extra Help & Overtime	27,871.22	
511000 Salaries		(18,509.94)
531000 Fees & Services		(846.68)
531053 Fees&Services-Baron's South		(3,626.00)
562000 Maintenance Supplies		(2,122.76)
545001 Facility Maint.: Tree Care		(1,650.00)
10108830 Boating		
569500 Items for Resale		(1,115.84)
	27,871.22	(27,871.22)
10108832 Golf		
513000 Extra Help & Overtime	136.50	
562000 Maintenance Supplies	2,371.45	
513807 First Tee		(2,507.95)
	2,507.95	(2,507.95)
10108833 Athletic Fields Maintenance		
511090 Workers Compensation	313.48	
513000 Extra Help & Overtime	20,027.44	
511000 Salaries		(20,340.92)
	20,340.92	(20,340.92)
10108834 Tennis		
513836 Tennis Attendants	9,133.93	
562000 Maintenance Supplies	152.46	
513835 Tennis Supervisors		(1,853.75)
545000 Facility Maintenance		(1,991.52)
10108830 Boating		
569500 Items for Resale		(5,441.12)
	9,286.39	(9,286.39)

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
10108835 Skate Park		
513810 Skate Park Camp	400.00	
513809 Skate Park		(400.00)
	400.00	(400.00)
10108836 Beach & Pool		
513999 Longevity/Attrition	18,102.00	
513811 Compo		(17,307.49)
513812 Longshore		(794.51)
	18,102.00	(18,102.00)
10108838 Miscellaneous Programs		
513999 Longevity/Attrition	18,000.00	
528000 Uniforms Allowance	11.00	
561071 Supplies-Camp Compo	4,618.31	
561076 Supplies-Program Development	541.14	
561077 Supplies-REing Crew	7,035.34	
561083 Supplies-Tennis Instruction	713.04	
511000 Salaries		(5,813.38)
513818 Camp Compo - MISP		(15,163.83)
513827 Sports Camps		(9,941.62)
	30,918.83	(30,918.83)
10109901 Pensions		
523810 Def Contribution Ret Plan-To	49,137.46	
523820 Def Contribution Ret Plan-Bo	43,734.99	
523830 Def Cont Retirement Plan-Lib	30,494.27	
523840 Def Cont Retirement Plan-DPW	11,164.82	
523400 Public Works Pension Plan		(11,164.82)
523500 NUS Pension Plan		(23,978.00)
523600 NUN Pension Plan		(30,475.00)
531000 Fees & Services		(26,473.92)
523100 Municipal Pension Plan		(53,604.62)
	134,531.54	(134,531.54)
10109903 Social Security		
521000 Social Security	1,339.73	
10109901 Pensions		
588000 Program Expenses		(1,339.73)
	1,339.73	(1,339.73)
10109911 Miscellaneous		
582006 Licenses & Fees-Births/Death	167.00	
551000 Advertising & Printing		(167.00)
	167.00	(167.00)

FYE TRANSFERS 2016

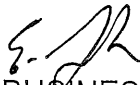
	Proposed Internal Transfer To	Proposed Internal Transfer From
10109921 Employee Productivity		
529001 Awards - AFSCME Productivity	2,560.00	
529002 Awards - WMEA Productivity		(2,560.00)
	2,560.00	(2,560.00)
10110952 Bond Anticipation Financing		
583900 Fiscal Charges	64,957.50	
10106654 Debt Service-Long Term		
583200 Interest		(64,957.50)
	64,957.50	(64,957.50)
TOTAL GENERAL FUND	968,820.04	(968,820.04)
210 Railroad Parking Fund		
21002219 Railroad Parking		
531012 RR-Contracted Service	5,097.88	
572200 Facility Improvements	7,325.60	
513085 RR-Security Detail		(12,423.48)
	12,423.48	(12,423.48)
TOTAL RR PARKING FUND	12,423.48	(12,423.48)
215 WAKEMAN TOWN FARM		
21508850 Wakeman Farm		
511000 Salaries	204.00	
511020 Program Admin.-WAKE	420.00	
513000 Extra Help & Overtime	2,709.00	
521000 Social Security	617.32	
551000 Advertising & Printing	100.00	
588094 Promotions-WAKE	209.00	
513001 Extra Help		(4,259.32)
	4,259.32	(4,259.32)
TOTAL WAKEMAN TOWN FARM FUND	4,259.32	(4,259.32)

FYE TRANSFERS 2016

	Proposed Internal Transfer To	Proposed Internal Transfer From
220 Sewer Fund		
22003331 Sewage Collection		
511000 Salaries	87,426.45	
22003330 Sewage Treatment		
511000 Salaries		(87,426.45)
	87,426.45	(87,426.45)
22010951 SEW Interest On Bonds		
583200 Interest	2,880.72	
22003330 Sewage Treatment		
531000 Fees & Services		(2,880.72)
	2,880.72	(2,880.72)
TOTAL SEWER FUND	2,880.72	(2,880.72)

INTEROFFICE MEMORANDUM

TO: COLLEEN PALMER
 SUPERINTENDENT

FROM: ELIO LONGO, JR. 
 DIRECTOR OF SCHOOL BUSINESS OPERATIONS

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS &
 REIMBURSEMENTS

DATE: August 22, 2016

Cc: G. Conrad, F. Meilan, Rentals File

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accounting to the Board of Finance regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The final Rentals and Reimbursements statement provides the summary of activity for the rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$0.00 as follows:

Final action requested:

Total funds received (07/01/15 – 06/30/16)	\$147,951.06
Funds deemed appropriated per CGS 10-222a (07/01/15 – 06/30/16)	<u>\$147,951.06</u>
Net appropriation request (07/01/15 – 06/30/16)	\$0.00

This request for appropriation complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

WESTPORT PUBLIC SCHOOLS
RENTALS & REIMBURSEMENTS
as of June 30, 2016

	Revenues Received	Expenditure Detail	Expenditures as of 06/30/16	Balance to Town
Account 852				
Outside Activities & School Use	\$ 147,951.06			
Payroll				
BOE staff		\$ 50,946.19		
FICA/Medicare		\$ 3,691.93		
		\$ 54,638.12	\$ 54,638.12	\$ -
Payments to Vendors			\$ 93,312.94	
TOTAL	\$ 147,951.06		\$ 147,951.06	\$ -

Revenue & Expense Detail

Revenues			
Camp Gan Israel	\$ 71,871.74		
Westport Young Women's League	\$ 14,835.90		
Westport Academy of Dance	\$ 13,687.04		
Congregation for Humanistic Judaism	\$ 6,437.71		
All Other (Under \$5,000)	\$ 41,118.67		
	\$ 147,951.06		
Expenditures			
Payroll (including FICA/Med)	\$ 54,638.12		
Electricity	\$ 78,091.40		
Refund to Camp Gan Israel (sec. deposit)	\$ 10,000.00		
Fingerprinting	\$ 3,276.54		
Misc. Reimbursements	\$ 1,945.00		
	\$ 147,951.06		

WESTPORT PUBLIC SCHOOLS

COLLEEN A. PALMER, Ph.D.
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
Fax: (203) 341-1010

To: Members of the Board of Education
From: Colleen A. Palmer, Ph.D., Superintendent *C.A.P.*
Subject: 2015-16 End-of-Year Financial Report
Date: August 29, 2016

Please find appended to this memorandum the 2015-16 End-of-Year Financial Report as prepared by Elio Longo.


You will note that we have an unexpended balance at end of year in the amount of \$1,433,957.31. In light of the recent State of Connecticut reduction to Education Cost Share Grant (ECS) and the corresponding estimate aid reduction to the Town of Westport it is my recommendation that the Board of Education return to the Town of Westport the amount of \$920,000.31, as a one-time offset. It is also my recommendation that the Board of Education request of the Board of Finance that the remaining balance in the amount of \$513,957.00 be deposited in the Board of Education Carryover Account.

ADMINISTRATIVE RECOMMENDATION

Be it resolved, that upon the recommendation of the Superintendent of Schools, the Board of Education approves the 2015-2016 End-of-Year Financial Report as prepared by Elio Longo. Be it further resolved, that the Board of Education agrees to return the amount of \$920,000.31 to the Town of Westport and requests of the Board of Finance that the remaining estimate surplus balance in the amount of \$513,957.00 be deposited in the Board of Education Carryover Account.

INTEROFFICE MEMORANDUM

TO: COLLEEN PALMER
SUPERINTENDENT OF SCHOOLS

FROM: ELIO LONGO, JR. 
DIRECTOR OF SCHOOL BUSINESS OPERATIONS

SUBJECT: 2015-2016 END OF YEAR FINANCIAL REPORT

DATE: AUGUST 23, 2016

CC: F. MEILAN, BUDGET FILE

The 2015-2016 fiscal year has been closed and reconciled with the Town of Westport's records. The year ended having spent \$109,737,798.69 or 98.71% of the \$111,171,756.00 budget with a \$1,433,957.31 fund balance.

The following are the final general fund balances in the designated line items (*see Exhibit A for detailed references*):

ACCOUNT CATEGORY	AMOUNT
100s – Salaries	\$788,739
200s - Employee Benefits	15,395
300s - Contracted Services	50,101
400s - Purchased Property Services	356,390
500s - Other Purchased Services	543,904
600s - Supplies and Materials	4,165
700s – Equipment	(328,190)
800s - Other Expenses	3,455
Net Surplus/Deficit	<u>\$1,433,957</u>

The Board of Education traditionally approves final transfer of funds to enable the Administration to make a final adjustment to budgeted line items so that actual expenditures are reflected for the year. The adopted budget remains as adopted which will allow for an appropriate comparison between budget and final expenditures should the need arise. Therefore we are requesting the following:


~~~~~  
**I. ADMINISTRATIVE RECOMMENDATION:**

It is requested that the Board approve the following transfers:

**Transfer from:**

|                          |                    |
|--------------------------|--------------------|
| 400s – Property Services | (\$328,190)        |
|                          | <u>(\$328,190)</u> |

**Transfer to:**

|                  |                  |
|------------------|------------------|
| 700s – Equipment | \$328,190        |
|                  | <u>\$328,190</u> |

~~~~~  
Included in this report are several exhibits that help to explain the activities of the fiscal year as follows:

- Exhibit A General Fund Operating Expenditures by Object**
This report details the financial records by object, i.e. what types of goods and services were purchased during the year.

- Exhibit B Tuition Based Budgets**
This report represents expenditures supported by tuition payments received from other school districts and Preschool participants. No expenditures are made from this fund without the corresponding revenue to support the payments. Comparison to budget is merely a reference and does not generate “turnback” funds to the town.

- Exhibit C Private School Services**
This report represents mandated program expenditures such as a school nurse and transportation for Green’s Farms Academy.

- Exhibit D State & Federal School Grants**
This report details the total state and federal grants received and expended during the fiscal year. The largest grant received is IDEA Part B to support special education children. Most federal grants are of a two year duration which allows funds to be “carried over” to the following fiscal year.

Exhibit E Rentals & Reimbursements Summary

This report summarizes the activity indicating the source of the revenue (Activity Code) and the total expenditures made for each activity. The Board of Finance and RTM use this report to appropriate the funds expended as part of the Town's year end closing process.

Exhibit F Project Summary


A summary report of maintenance projects that were either completed or work-in-process during the 2015-2016 fiscal year.

II. ADMINISTRATIVE RECOMMENDATION:

It is requested that the Board approve the End of Year Financial Report as presented.

INTEROFFICE MEMORANDUM

TO: COLLEEN PALMER
SUPERINTENDENT

FROM: ELIO LONGO, JR. 
DIRECTOR OF SCHOOL BUSINESS OPERATIONS

SUBJECT: JUNE 2016 4Q/FYE REPORT

DATE: AUGUST 1, 2016

CC: F. MEILAN, BUDGET FILE

Attached you will find the June 30th Fourth Quarter (4Q)/Fiscal Year End Report for the 2015-16 fiscal year which reflects an unaudited fund balance of \$1,433,957. The fund balance estimate represents a 1.29% budget variance to the \$111,171,756 Board of Education adopted 2015-2016 budget.

Approximately 55% of the positive fund balance had resulted from the aggregate savings in Salary accounts (Object codes 100-156); estimated at \$788,739. The most notable savings resulted from the District's ability to meet its instructional objectives without having to hire additional staff (reserve teachers; \$195,000), teachers on unpaid long-term unpaid and staff turnover savings.

The differences between the "Adopted Budget" column and the "Adjusted Budget" column reflect the administrative transfers made within each line item of the budget as the year had progressed and specific expenditures had been modified.

We encumbered remaining salaries and wages for all employees to June 30th and expenditures for purchases for which the District had not yet been invoiced. Those encumbrances and expenditures account for 1.0% of the total budget. Actual expenditures made as of June 30th are 97.7% of total budget with encumbrances representing 1.0% of total budget.

Substitute and overtime costs projections (objects 150 – 156) indicate an overrun of \$207,760; however, the projected surplus in certified salary accounts is directly correlated to the substitute accounts. Offsets were available in the projected salary accounts surplus.

As noted in the 2Q & 3Q financial reports the cost of heating fuel (natural gas & oil) and electricity remained uncertain at that time as we were experiencing a mild winter heating season. The 3Q report included a favorable variance in Acct 414 Natural Gas due to the warmer than usual temperature and the severely depressed utility market environment. The favorable market conditions continued in 4Q contributing a full-year \$356,390 surplus variance (Accts 411-490) to the bottom line; approximately 25% of the total surplus. We have taken steps to mitigate FY17 volatility by purchasing electricity and leveraging via a consortium purchase (Towns and BOEs). In the coming years both Town of Westport and Westport Public Schools will have synchronized contract expiry dates providing favorable purchasing economies. We now have fixed electricity generation pricing to December 2020.

Other Purchased Services (accounts 510 – 580) contributed \$543,904 to the fiscal year-end surplus. The two main accounts contributing to the surplus were Acct 517 – Gasoline Buses and Acct 560 – Tuition Public. Similar to heating fuel savings (economic market conditions) we experienced a considerable savings when compare to the three-year average spending rate on gasoline fuel for buses. Our Special Education out-of-district placements trended in-line with the previous two year actuals. State reimbursements on Excess Costs remained stable.

Listed below is a summary of the Line Item projected balances:

LINE ITEM	UNAUDITED BALANCE
Total Salaries	\$788,739
Total Benefits	15,395
Total Purchased Services	50,101
Total Property Services	356,390
Total Other Purchased Services	543,904
Total Supplies and Materials	4,165
Total Equipment	(328,190)
Total Other	3,455
Estimated Balance (Deficit)	\$1,433,957

In light of the FY17 State of Connecticut reduction to the Education Cost Sharing grant former Superintendent Elliott Landon had made a commitment to the Town of Westport for a return \$920,000 of projected surplus at fiscal year-end. The Estimated Balance net of the return leaves \$513,957 available for deposit consideration to the BOE Carryover Account. A request to deposit the estimated net balance to the BOE Carryover Account will appear on the August 3, 2016 Board of Finance agenda.

I welcome the opportunity to review this projection with you.

INTEROFFICE MEMORANDUM

TO: GARY CONRAD
 FINANCE DIRECTOR

FROM: ELIO LONGO, JR. *EL*
 DIRECTOR OF SCHOOL BUSINESS OPERATIONS

SUBJECT: 2015-2016 END OF YEAR CLOSE OUT

DATE: JULY 22, 2016 (CORRECTED)

CC: C. PALMER, F. MEILAN, AND S. CAREY

The status of the Westport Public Schools' 2015-2016 General Fund 01 as of June 30, 2016 is as follows:

Adopted Budget:	\$111,171,756.00	(101-06-60-650-00000-586100)
Expended through 6/30/16	<u>108,624,569.39</u>	
Balance Available	\$ 2,547,186.61	
Less Accounts Payable	427,711.38	
Less Payroll Payable	<u>51,578.36</u>	
Balance Available	\$ 2,067,896.87	
Less Continued Appropriation	<u>\$ 633,939.56</u>	
Balance Less Cont. App.	\$ 1,433,957.31	
BOE Carryover Acct Request	<u>513,957.00</u>	
Return to Town	\$ 920,000.31	

The detail of the appropriation unexpended at 6/30/2016 (cash) includes:

2015-16 Accounts Payable:	\$ 427,711.38
2015-16 Payroll Payable:	\$ 51,578.36
2015-16 Outstanding Encumbrances:	<u>\$ 633,939.56</u>
Total cash unexpended at 6/30/2016:	\$ 1,113,229.30

The status of other 2015-2016 Board of Education funds is as follows:

Fund 04 – Tuition Based Budgets

Revenue Received	\$ 161,496.95	
Accounts Receivable	<u>0.00</u>	
Total Revenue	\$ 161,496.95	(101-30-00-650-00000-431100)
Expended through 6/30/16	<u>161,496.95</u>	(101-06-60-650-00000-588000)
Net Funds Available	\$ 0.00	
Continued Appropriation	<u>0.00</u>	
Return to Town	\$ 0.00	

Fund 07 – Private Schools Budget

Adopted Budget:	\$	342,415.00	(101-06-60-652-00000-588000)
Expended through 6/30/16:		<u>342,415.00</u>	
Balance Available	\$	0.00	
Continued Appropriation		<u>0.00</u>	
Return to Town	\$	0.00	

Fund 08 – Grants

Revenue Received from 7/1/15 to 6/30/16	\$2,151,073.01
Less:	
Expended FY16 through 6/30/16	(2,087,739.49)
Accounts Payable (Paid through 7/22/16)	(8,337.20)
Payroll Payable (Paid through 7/22/16)	(2,285.58)
Encumbrances	<u>(55,066.49)</u>
Subtotal	\$ (2,355.75)
Carry Forward from FY15	13,776.09
Paid FY15 Encumbrances	(13,229.88)
Refunded to State of CT FY15	<u>0.00</u>
Subtotal	\$(1,809.54)
Due From State: Encumbered Not Received	1,809.54

Fund 12 – Rentals & Reimbursements Budget

Revenue Received:	\$	147,951.06	(101-70-00-651-00000-479023)
Expended through 6/30/16:		<u>147,950.96</u>	(101-06-60-651-00000-588000)
Balance Available	\$	0.10	
Continued Appropriation	\$	<u>0.00</u>	
Return to Town	\$	0.10	

The status of the Westport Public Schools' 2014-2015 General Fund 01 as of June 30, 2016 is as follows:

Continued Appropriation	\$	2,469,623.00
Total Payments made: 6/30/16		<u>1,641,850.30</u>
Balance Available	\$	827,772.70
Continued Appropriation		<u>570,000.00</u>
Return to Town	\$	257,772.70

I would like to thank you and your staff for your assistance throughout the past year.

EXHIBIT B

WESTPORT PUBLIC SCHOOLS
2015-2016 REVENUE OFFSET BUDGETS

PROJECTED REVENUE	# Students	Project Return & Special Ed	# Students	Pre-School	Total Revenue Offset Budgets
Tuition Type		\$		\$ 153,298	\$ 153,298
Project Return/Special Ed					
Partial Self Contained					
PRE-SCHOOL					
5 days per week					
Extended Day	6,185		7	\$ 43,295	\$ 43,295
Employee Extended Day	9,778		10	\$ 97,780	\$ 97,780
	2,445		5	\$ 12,223	\$ 12,223
APPROPRIATION REQUESTED		0 \$			
ACTUAL REVENUE		\$	22	\$ 153,298	\$ 153,298
ACTUAL EXPENDITURES		\$ 13,210		\$ 148,287	\$ 161,497
CERTIFIED STAFF					
Sped Teacher				\$ 15,152	\$ 15,152
NON-CERTIFIED STAFF					
Paraprofessionals				\$ 33,036	\$ 33,036
BENEFITS					
Health					
Social Security/Medicare		\$		\$ 36,000	\$ 36,000
CONTRACTED SERVICES				\$ 2,469	\$ 2,469
(OT/PT, Consultations, Evals, Other)		\$ 13,210		\$ 61,630	\$ 74,840
ACTUAL EXPENDITURES		\$ 13,210		\$ 148,287	\$ 161,497
Revenue generated but no appropriation requested for:					
Employee Tuition	\$ 140,446				

Fund 07 - PA 10-217
 Services for Children in Private Non-Profit Schools - Greens Farms Academy
 Fiscal Year: 16 - 0\$ Accounts Excluded

CC: 902

Budget Unit	Act	Budget Unit Title	Account Title	FY Budget	PR Enc	Regs	Enc	All Enc	Exp	Enc + Exp	Bud Bal
073700902000	109	PRIVATE SCHOOL	SPECIAL ED TEACHERS	54,063.00	0.00	0.00	0.00	0.00	54,062.90	54,062.90	0.10
073700902000	126	PRIVATE SCHOOL	NURSES	46,525.00	0.00	0.00	0.00	0.00	46,524.80	46,524.80	0.20
073700902000	155	PRIVATE SCHOOL	NON-CERT SUBS	950.00	0.00	0.00	0.00	0.00	0.00	0.00	950.00
073700902000	210	PRIVATE SCHOOL	HEALTH INSURANCE	14,628.00	0.00	0.00	0.00	0.00	14,628.00	14,628.00	0.00
073700902000	220	PRIVATE SCHOOL	EMPLOYER FICA/MED	4,343.00	0.00	0.00	0.00	0.00	4,222.30	4,222.30	120.70
073700902000	510	PRIVATE SCHOOL	TRANSPORTATION-REGULAR	196,241.00	0.00	0.00	0.00	0.00	195,449.31	195,449.31	791.69
073700902000	517	PRIVATE SCHOOL	DIESEL FUEL - BUSES	25,665.00	0.00	0.00	0.00	0.00	27,527.69	27,527.69	(1,862.69)
CC :902				342,415.00	0.00	0.00	0.00	0.00	342,415.00	342,415.00	0.00
Fund 07				342,415.00	0.00	0.00	0.00	0.00	342,415.00	342,415.00	0.00

WESTPORT PUBLIC SCHOOLS
PRIVATE SCHOOL BUDGET

Object Code	Description	2011-2012 Year-End Expenditures	2012-2013 Year-End Expenditures	2013-2014 Year-End Expenditures	2014-2015 Year-End Expenditures	2015-2016 ADOPTED BUDGET	2015-2016 Expended & Encumbered	Account Balance
109	Special Ed Teacher	46,798	49,160	52,066	53,003	54,063	54,063	-
126	Nurses	41,843	42,784	43,977	45,170	46,525	46,525	-
155	Non-Certified Subs	-	945	945	-	950	-	950
210	Health Insurance	13,770	14,045	14,045	12,503	14,628	14,628	-
220	FICA/Med	3,709	3,872	3,872	4,132	4,343	4,222	121
510	Pupil Transportation	164,400	169,804	169,804	178,400	196,241	195,449	792
517	Pupil Transp - Fuel, Buses	17,486	27,137	27,137	28,540	25,665	27,528	(1,863)
	TOTAL	\$ 288,006	\$ 307,747	\$ 311,846	\$ 321,748	\$ 342,415	\$ 342,415	-

EXHIBIT D

WESTPORT PUBLIC SCHOOLS
STATE & FEDERAL PUBLIC SCHOOL GRANTS
as of June 30, 2016

Descriptions	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Expended/ Encumbered	Current Balances	% Expended
Investing & Personal Finance	17,435	0	0	0	0	0	0%
Carol M White PEP	0	234,067	382,681	564,912	302,268	262,644	53.5%
High Quality Schools & Common Core (Tech)	0	27,384	0	126,390	126,390	0	0%
Open Choice	126,000	155,667	151,417	166,184	159,780	6,404	96.1%
Title 1 - ESEA Carry Over	4,953	10,887	30,378	30,496	30,496	0	100.0%
Title 1 - ESEA	149,884	139,743	134,610	165,102	141,879	23,223	85.9%
Carl D. Perkins	37,566	32,771	33,802	35,522	35,522	0	100.0%
Title II - Teacher	91,624	86,762	86,159	85,916	85,906	10	100.0%
Title II - Teacher Carry Over	1,455	0	31	39	39	0	100.0%
Title III English	1,111	0	155	6,426	6,000	426	93.4%
Title III English Carry Over	7,589	0	0	8,736	8,736	0	0%
Title III English -New Canaan	3,531	8,290	0	5,828	0	5,828	0.0%
Title III English -New Canaan Carry Over	3,967	9,182	4,717	8,111	8,111	0	100.0%
CCSS Math Practices	0	0	1,500	0	0	0	0%
IDEA Part B Carryover	120,761	198,082	281,267	519,871	519,871	0	100.0%
IDEA Part B	821,035	670,426	496,923	1,014,403	694,956	319,447	68.5%
Section 619 Pre-School Grants Carryover	767	0	0	13,409	13,409	0	0%
Section 619 Pre-School	23,617	21,425	8,069	21,472	14,453	7,019	67.3%
Immigrant & Youth Carryover	0	0	3,801	0	0	0	0%
Immigrant & Youth	0	11,432	0	0	0	0	0%
Total Public Grants	\$1,411,295	\$1,606,120	\$1,615,509	\$2,172,817	\$2,147,816	\$625,001	77.5%

CARRYOVER - Balance will Carryover to following year


NON-PUBLIC SCHOOL GRANTS

Descriptions	2012-13 Actual	2013-14 Actual	2014-15 Actual	2015-16 Budget	2015-16 Expended/ Encumbered	Current Balances	% Expended
Adult Ed	1,418	1,595	1,230	183	183	0	100%
Title I Neglected & Delinquent	2,313	2,346	1,342	1,348	1,348	0	100%
Title II - Teacher	177	0	0	241	241	0	100%
Title II - Teacher Carry Over	61	0	0	241	241	0	100%
IDEA Part B Carryover	1,317	3,067	3,000	755	755	0	100%
IDEA Part B	183	0	2,245	3,000	2,845	155	95%
Total Non Public Grants	\$5,469	\$7,008	\$7,817	\$5,768	\$5,613	\$155	97.3%

CARRYOVER - Balance will Carryover to following year

INTEROFFICE MEMORANDUM

TO: COLLEEN PALMER
SUPERINTENDENT

FROM: ELIO LONGO, JR. 
DIRECTOR OF SCHOOL BUSINESS OPERATIONS

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS &
REIMBURSEMENTS

DATE: August 22, 2016

Cc: G. Conrad, F. Meilan, Rentals File

The Board of Education, in accordance with the policy approved by the Board of Education (based on an agreement with the Board of Finance), has authorized the Superintendent to provide written accounting to the Board of Finance regarding revenues and expenditures associated with rentals and reimbursements.

I am now submitting the final report on the Rentals and Reimbursement account. The final Rentals and Reimbursements statement provides the summary of activity for the rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$0.00 as follows:

Final action requested:

Total funds received (07/01/15 – 06/30/16)	\$147,951.06
Funds deemed appropriated per CGS 10-222a (07/01/15 – 06/30/16)	<u>\$147,951.06</u>
Net appropriation request (07/01/15 – 06/30/16)	\$0.00

This request for appropriation complies with the Fund Accounting Procedure agreed to in 2001 by the Board of Education and the Board of Finance.

**WESTPORT PUBLIC SCHOOLS
RENTALS & REIMBURSEMENTS**

as of June 30, 2016

	Revenues Received	Expenditure Detail	Expenditures as of 06/30/16	Balance to Town
Account 852				
Outside Activities & School Use	\$ 147,951.06			
Payroll				
BOE staff		\$ 50,946.19		
FICA/Medicare		\$ 3,691.93		
		\$ 54,638.12	\$ 54,638.12	\$ -
Payments to Vendors			\$ 93,312.94	
TOTAL	\$ 147,951.06		\$ 147,951.06	\$ -

Revenue & Expense Detail

Revenues	
Camp Gan Israel	\$ 71,871.74
Westport Young Women's League	\$ 14,835.90
Westport Academy of Dance	\$ 13,687.04
Congregation for Humanistic Judaism	\$ 6,437.71
All Other (Under \$5,000)	\$ 41,118.67
	\$ 147,951.06
Expenditures	
Payroll (including FICA/Med)	\$ 54,638.12
Electricity	\$ 78,091.40
Refund to Camp Gan Israel (sec. deposit)	\$ 10,000.00
Fingerprinting	\$ 3,276.54
Misc. Reimbursements	\$ 1,945.00
	\$ 147,951.06

EXHIBIT F

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
CES	Test Oil Tank	\$ 1,000	330	Other Professional Services
	Repair on Sewer Lines (Septic System)	\$ 3,233	431	Building Maintenance
	HVAC Repairs/Electrical Repairs	\$ 1,133	431	Building Maintenance
	Fix Alarm Sensor on Oil Tank	\$ 521	431	Building Maintenance
	Sprinkler System Repairs	\$ 624	431	Building Maintenance
	Glass Repairs	\$ 1,410	431	Building Maintenance
	Intercom/Fire Alarm Repairs	\$ 1,009	431	Building Maintenance
	Emergency Lights, Exit Signs and Pole Lights Repairs	\$ 1,485	431	Building Maintenance
	Window Film Installation	\$ 1,000	431	Building Maintenance
	Roof Repairs	\$ 516	431	Building Maintenance
	Plumbing Repair	\$ 582	431	Building Maintenance
	Snake out Sewer Line	\$ 1,040	431	Building Maintenance
	Playground Repairs	\$ 12,143	432	Grounds Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 720	432	Grounds Maintenance
	Cut Back Branches and cut Down Trees	\$ 400	432	Grounds Maintenance
	Repair Gates and Fences	\$ 3,991	432	Grounds Maintenance
	Playground Fiber	\$ 1,680	432	Grounds Maintenance
	Gym Lead Abatement (Gym & Café)	\$ 5,150	435/1614	Building Projects
	Lead Testing Café	\$ 1,505	435/1614	Building Projects
	Replace Back Lot Asphalt	\$ 21,800	436/1603	Grounds Project
	Classroom Refurbishing (Painting)	\$ 40,000	437/1604	Restorative Maintenance
	Boiler Breeching Repair	\$ 1,600	435/Town PO	Building Projects
	Remodel Bathrooms (9)	\$ 18,151	437/Town PO	Restorative Maintenance
	A/C Installation Gym and Café	\$ 215,430	Town PO	Capital Project

WESTPORT PUBLIC SCHOOLS
FACILITIES PROJECT SUMMARY
FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	Kitchen Supplies to do in house after Steel Sheets are in place	\$ 2,853	143100333000431	Café Account
	Kitchen 40" Stainless Steel Sheets	\$ 2,680	143100333000431	Café Account
		<u>\$ 341,657</u>		
GFS	Oil Tank Test	\$ 1,250	330	Other Professional Services
	Misc. Repairs on HVAC & Electrical	\$ 5,035	431	Building Maintenance
	Microbial Tank Additive Heating Oil Preservative	\$ 1,902	431	Building Maintenance
	Replace Chemical Feed to Boilers	\$ 583	431	Building Maintenance
	Chiller Repairs	\$ 507	431	Building Maintenance
	Elevator Repairs	\$ 1,588	431	Building Maintenance
	Intercom, Fire Alarm & Clock Repairs	\$ 4,799	431	Building Maintenance
	Emergency Lights, Exit Signs and Pole Lights Repairs	\$ 3,931	431	Building Maintenance
	Roof Repairs	\$ 2,223	431	Building Maintenance
	Playground Repairs	\$ 4,150	432	Grounds Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 2,365	432	Grounds Maintenance
	Catch Basin Repair	\$ 1,850	432	Grounds Maintenance
	Cut Back Branches and Cut Down Trees	\$ 1,500	432	Grounds Maintenance
	Playground Fiber	\$ 840	432	Grounds Maintenance
	Repair Fence for Handi Cap Ramp/ Walkway	\$ 878	432	Grounds Maintenance
	Gymnasium Floor Refinishing	\$ 16,871	437/1605	Restorative Maintenance
	Classroom Refurbishing (Painting)	\$ 47,300	437/1604	Restorative Maintenance
	Main Office Remove Carpet/Skin Coat Floors/Instal New Carpet Tile	\$ 12,132	435/Town PO	Building Projects
	Indoor Dehumidifier Duct Mounted Return Air De-Humidistat	\$ 2,964	435/Town PO	Building Projects
	PTA Donation Playground	\$ 115,614	436	Building Projects
		<u>\$ 228,283</u>		

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
KHS	Oil Tank Test	\$ 1,000	330	Other Professional Services
	Lead Testing KHS Gym Closet & Gym	\$ 1,230	431	Building Maintenance
	Lead Abatement Gym Walls	\$ 8,870	431	Building Maintenance
	Lead Abatement Room 110 (plaster ceiling 10sf)	\$ 5,685	431	Building Maintenance
	Remove 10 Sq. Ft (Front Wall for Electrical Repair)	\$ 790	431	Building Maintenance
	Window and Blinds Repairs	\$ 649	431	Building Maintenance
	Kitchen Lead Inspection Dust Wipes	\$ 990	431	Building Maintenance
	Heat Pump Room 110/Air Handling Operations	\$ 6,890	431	Building Maintenance
	Microbial Tank Additive Heating Oil Preservative/Repair to Oil Tank	\$ 2,976	431	Building Maintenance
	Elevator Repairs	\$ 4,404	431	Building Maintenance
	Replace Windows, Glass	\$ 1,425	431	Building Maintenance
	Intercom, Fire Alarm & Clock Repairs	\$ 1,048	431	Building Maintenance
	Electrical Repairs	\$ 1,550	431	Building Maintenance
	Emergency Lights, Exit Signs and Pole Lights Repairs	\$ 4,823	431	Building Maintenance
	Roof Repairs	\$ 576	431	Building Maintenance
	Install a New Condensate Tank	\$ 5,750	431	Building Maintenance
	Boiler Repairs	\$ 13,270	431	Building Maintenance
	HVAC Repairs	\$ 2,367	431	Building Maintenance
	Snake out Sewer Lines	\$ 393	431	Building Maintenance
	Playground Repairs	\$ 8,555	432	Grounds Maintenance
	Playground Fiber	\$ 6,224	432	Grounds Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 3,050	432	Grounds Maintenance
	Cut Back Branches and Cut Down Trees	\$ 480	432	Grounds Maintenance
	Playground Fiber	\$ 840	433	Grounds Maintenance
	Testing Lead in Boiler Room	\$ 1,680	435/1610	Building Projects
	Classroom Refurbishing	\$ 34,905	437/1604	Restorative Maintenance
	Paint Auditorium	\$ 7,760	437/1606	Restorative Maintenance

WESTPORT PUBLIC SCHOOLS
FACILITIES PROJECT SUMMARY
FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT / PROJECT CODE</u>	<u>ACCOUNT</u>
	Re-Pointing Rear Brick Core Building	\$ 13,720	436/Town PO	Grounds Projects
	Re-Pointing Rear Brick West Wing	\$ 15,810	436/Town PO	Grounds Projects
	Installation of Card Readers on Portables	\$ 4,995	435/Town PO	Building Projects
		<u>\$ 162,705</u>		
LLS	Bacteria Test on Oil Tank for Generator	\$ 250	330	Other Professional Services
	Re-Insulate Pipes	\$ 3,870	431	Building Maintenance
	Misc. Repairs on HVAC & Electrical	\$ 3,903	431	Building Maintenance
	Oil Tank Additive Heating Oil Preservative	\$ 951	431	Building Maintenance
	Sprinkler Repair	\$ 1,139	431	Building Maintenance
	Elevator Repairs	\$ 4,125	431	Building Maintenance
	Replace Glass, Windows	\$ 420	431	Building Maintenance
	Intercom, Fire Alarm Repairs/Clocks	\$ 4,795	431	Building Maintenance
	Repair Emergency Lights, Pole Lights, Exit signs, etc.	\$ 3,233	431	Building Maintenance
	Roof Repairs	\$ 741	431	Building Maintenance
	Snake out Sewer Lines (Inside Bldg.)	\$ 6,354	431	Building Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 11,190	432	Grounds Maintenance
	Sewer Manhole Repair	\$ 4,000	432	Grounds Maintenance
	Masonry Repairs	\$ 1,015	432	Grounds Maintenance
	Sidewalk Repairs	\$ 3,500	432	Grounds Maintenance
	Tree Removal	\$ 1,837	432	Grounds Maintenance
	Pest Control Not Covered Under Contract Bees, Drain Flies	\$ 1,688	432	Grounds Maintenance
	Long Lots Baseball Field	\$ 3,453	432	Grounds Maintenance
	Playground Fiber	\$ 1,680	432	Grounds Maintenance
	Excavate & Remove an Outside House	\$ 3,523	432	Grounds Maintenance
	A/C Compressors	\$ 15,980	435/1611	Building Projects

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	Classroom Refurbishing	\$ 40,445	437/1604	Restorative Maintenance
	Stair Treads Replacement (7) Locations	\$ 20,297	437/Town PO	Restorative Maintenance
	Rear Driveway Asphalt Repair	\$ 14,500	436/Town PO	Grounds Project
		<u>\$ 152,888</u>		
SES	Oil Tank Test	\$ 1,000	330	Other Professional Services
	Boiler Treatment	\$ 2,155	431	Building Maintenance
	Misc. Repairs on HVAC/Electrical & AHU Operations	\$ 8,784	431	Building Maintenance
	Oil Tank Additive Heating Oil Preservative	\$ 951	431	Building Maintenance
	Sprinkler Repairs	\$ 4,117	431	Building Maintenance
	Intercom, Fire Alarm Repairs/clocks	\$ 2,031	431	Building Maintenance
	Repair Emergency Lights, Exit Signs, Pole Lights	\$ 1,586	431	Building Maintenance
	Generator Repairs	\$ 3,483	431	Building Maintenance
	Boiler Repairs	\$ 3,680	431	Building Maintenance
	Replace Chilled Water Flow Switch	\$ 2,643	431	Building Maintenance
	Replace 3 Flow Switches	\$ 5,291	431	Building Maintenance
	Playground Repairs	\$ 4,730	432	Grounds Maintenance
	SES Pavement Markings	\$ 975	432	Grounds Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 900	432	Grounds Maintenance
	Cut Branches,	\$ 466	432	Grounds Maintenance
	Repair Gates and Fences	\$ 813	432	Grounds Maintenance
	Playground Fiber	\$ 2,520	432	Grounds Maintenance
	Carpet to Tile Library	\$ 7,800	435/1602	Building Projects
	Pipe Insulation Hallway	\$ 1,150	435/1610	Building Projects
	Classroom Refurbishing	\$ 24,350	437/1604	Restorative Maintenance
	STEM Room/Classrooms	\$ 72,336	437/1617	Restorative Maintenance

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	HVAC for STEM Room	\$ 8,900	437/1617	Restorative Maintenance
	Courtyard Sidewalk	\$ 7,470	436/Town PO	Grounds Projects
		<u>\$ 168,130</u>		
BMS	Oil Tank Test	\$ 1,000	330	Other Professional Services
	Repaired Blinds	\$ 611	431	Building Maintenance
	Mold Remediation	\$ 2,225	431	Building Maintenance
	Repair Back Flow Preventers	\$ 503	431	Building Maintenance
	Replace Zone Manager	\$ 16,687	431	Building Maintenance
	Misc. Repairs on HVAC/Electrical/AHU Operations	\$ 9,262	431	Building Maintenance
	Remove Water from Oil Tank/Add Microbial Tank Additive	\$ 1,432	431	Building Maintenance
	Elevator Repairs	\$ 7,787	431	Building Maintenance
	Replace Windows, Glass, etc.	\$ 2,200	431	Building Maintenance
	Repair Intercoms, Clocks, Fire Alarm Systems	\$ 3,645	431	Building Maintenance
	Emergency Lights, Exit Signs and Pole Lights Repairs	\$ 3,571	431	Building Maintenance
	Repair Generator	\$ 2,389	431	Building Maintenance
	Roof Repairs	\$ 2,032	431	Building Maintenance
	Replace Flow Switches for Chiller # 1	\$ 2,853	431	Building Maintenance
	Folding Door Repair	\$ 5,872	431	Building Maintenance
	Paint Crosswalks	\$ 450	432	Grounds Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 2,250	432	Grounds Maintenance
	Repair Fences and Gates	\$ 5,984	432	Grounds Maintenance
	Re-Insulate Pipes in Room 114	\$ 2,390	435/1610	Building Projects
	Pipe Insulation Hallway	\$ 1,050	435/1610	Building Projects
	Zone Manager Upgrade # 3	\$ 16,687	435/Town PO	Building Projects

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	Outside Lift Repair	\$ 16,289	436	Grounds Projects
	Classroom Refurbishing (Painting)	\$ 37,550	437/1604	Restorative Maintenance
	Hallways Replace Cracked Tiles & Concrete Subfloor Repairs	\$ 14,927	437/1607	Restorative Maintenance
		<u>\$ 159,645</u>		
CMS	Repair Back Flow Preventers	\$ 625	431	Building Maintenance
	Chiller Repair	\$ 3,460	431	Building Maintenance
	CMS Music Room Cabinet	\$ 23,800	431	Building Maintenance
	HVAC Repairs & Electrical Repairs	\$ 2,264	431	Building Maintenance
	Nurses Office Supplemental Heat Pump	\$ 14,250	431	Building Maintenance
	Trane Sensor Removed	\$ 4,100	431	Building Maintenance
	Repair Sprinklers	\$ 630	431	Building Maintenance
	Paint 3 Panels in Café	\$ 1,500	431	Building Maintenance
	Replace Two VFD's for the Chiller	\$ 5,855	431	Building Maintenance
	Elevator Repairs	\$ 5,665	431	Building Maintenance
	Intercom, Fire Alarm Repairs, Clocks	\$ 4,449	431	Building Maintenance
	Repair Emergency Lights, Exit Signs and Pole Lights	\$ 728	431	Building Maintenance
	Art & Music Hallways Tile	\$ 19,683	431	Building Maintenance
	Roof Repairs	\$ 576	431	Building Maintenance
	Replace Piping Reducer & Vibration Dampers on Boiler Pumps	\$ 3,380	431	Building Maintenance
	HVAC & AC Repairs	\$ 910	431	Building Maintenance
	Grounds Maintenance Not Covered Under Contract	\$ 2,170	432	Grounds Maintenance
	Cut back Branches and Cut Down Trees	\$ 467	432	Grounds Maintenance
	Pipe Insulation	\$ 13,906	435/1610	Building Projects
	Pipe Insulation Hallway	\$ 4,900	435/1610	Building Projects

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT / PROJECT CODE</u>	<u>ACCOUNT</u>
	HVAC Modification B. Frimmers Room Inside Concrete Work Expansion Joints	\$ 17,500 \$ 45,000	435/Town PO 435/Town PO	Building Projects Building Projects
	Classroom Refurbishing (Carpet to Tile)	\$ 45,000	437/1604	Restorative Maintenance
	Painting Kitchen Area	\$ 4,400	17 Café Acct.	Café Account
	Install VCT - Café & Faculty Lounge	\$ 24,321	17 Café Acct.	Café Account
		<u>\$ 249,539</u>		
SHS	Oil Tank Test	\$ 3,000	330	Other Professional Services
	Replace Blinds	\$ 1,088	431	Building Maintenance
	Rental Charge and CO2 for the Pool	\$ 2,515	431	Building Maintenance
	Parts Suppression System Kitchen and Recharging Fire Extinguisher	\$ 1,065	431	Building Maintenance
	Cylinder with Hydro Test	\$ 1,000	431	Building Maintenance
	Bailey Pottery	\$ 3,322	431/1613	Building Maintenance
	5 Locker Room Benches	\$ 780	431	Building Maintenance
	Hot Water Filtration	\$ 8,542	431/1616	Building Maintenance
	Pool Supplies	\$ 4,833	431	Building Maintenance
	Auditorium Stage Rigging	\$ 1,252	431	Building Maintenance
	Nurse School Playground	\$ 700	431	Building Maintenance
	Misc. Repairs on HVAC/AHU Operations/Electrical	\$ 20,600	431	Building Maintenance
	Art Room 1008 Install Baily Pottery	\$ 4,500	431/1613	Building Maintenance
	Replace 8 Actuators	\$ 4,080	431	Building Maintenance
	Replace Auditorium Heating Valve	\$ 6,174	431	Building Maintenance
	Replace Café Hot Heating Valve	\$ 6,994	431	Building Maintenance
	Check Operations AHU	\$ 5,995	431	Building Maintenance
	Replace Blower Bearings in Fieldhouse	\$ 4,180	431	Building Maintenance
	Oil Tank Additive Heating Oil Preservative	\$ 2,191	431	Building Maintenance
	Perform 5 Year Test & Replace gauges (Sprinkler System)	\$ 1,475	431	Building Maintenance

WESTPORT PUBLIC SCHOOLS
FACILITIES PROJECT SUMMARY
FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	HVAC Repairs	\$ 738	431	Building Maintenance
	Culinary Arts Summer Clean Up	\$ 793	431	Building Maintenance
	Elevator Repairs	\$ 1,119	431	Building Maintenance
	Replace Windows and Glass	\$ 1,095	431	Building Maintenance
	Intercom, Fire Alarm Repairs/Clocks	\$ 4,022	431	Building Maintenance
	Auditorium, Crack, Inspection	\$ 2,615	431	Building Maintenance
	Fire Safety Curtain Upgrade	\$ 12,970	431	Building Maintenance
	Repair Emergency Lights and Exit Signs Pole Lights	\$ 2,956	431	Building Maintenance
	Battery Replacement for Emergency Lights	\$ 7,950	431	Building Maintenance
	Generator Repairs	\$ 7,646	431	Building Maintenance
	Roof Repairs	\$ 2,886	431	Building Maintenance
	Hot Water Heater Installation	\$ 7,950	431/1616	Building Maintenance
	Replaced Chilled Water Coil	\$ 3,633	431	Building Maintenance
	Culinary Arts Kitchen Summer Clean up	\$ 1,450	431	Building Maintenance
	Cut Trees and Branches	\$ 4,200		
	Grounds Maintenance Not Covered Under Contract	\$ 7,835	432	Grounds Maintenance
	Fence and Gate Repairs	\$ 803	432	Grounds Maintenance
	Playground Fiber	\$ 840	432	Grounds Maintenance
	Classroom Refurbishing (Painting)	\$ 33,800	437/1604	Restorative Maintenance
	Removal of Carpet & Install Carpet in Guidance - 2 Rooms	\$ 15,000	437/Town PO	Restorative Maintenance
	Re-Run Security Wires in Fieldhouse	\$ 11,073	490	Security Account
		<u>\$ 215,660</u>		
System	136 Riverside Ave. Interior Cleaning Smoke	\$ 6,193	431	Building Project
Wide	136 Riverside Chirnney Liner	\$ 3,190	431	Building Projects

WESTPORT PUBLIC SCHOOLS
 FACILITIES PROJECT SUMMARY
 FY 2015 - 2016

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>OBJECT /PROJECT CODE</u>	<u>ACCOUNT</u>
	8 Multi Point Input Fire alarm Digital Dialers for Monitoring 7 schools (CMS had one) Part of Mass Communication Project	\$ 6,300	490	Security Account
		\$ 15,683		
	TOTAL	\$ 1,694,190		

**WESTPORT PUBLIC SCHOOLS
PROJECT SUMMARY
Summer 2016 Completed Projects**

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>PROJECT CODE</u>	<u>ACCOUNT</u>
CES	Main Sewer Line	\$ 6,000	Grounds Projects	436/1712
	Classroom Refurbishing Kindergarten & Preschool	\$ 11,000	Restorative Maintenance	437/1726
	Boiler Breeching Repair	\$ 1,600	Town Purchase Order	435/Town PO
	Remodel Bathrooms (9)	\$ 18,151	Restorative Maintenance	437/Town PO
	Replaced Pitched Asphalt 3-Tab Shingled Roof	\$ 125,000	5 Year Capital	Town Purchase Order
	Classroom Base Cabinets & Plumbing	\$ 115,000	5 Year Capital	Town Purchase Order
		\$ 276,751		
GFS	Stage Floor Resurfacing	\$ 4,427	Building Projects	435/1703
	Auditorium Floor Resurfacing	\$ 8,872	Building Projects	435/1703
	Corner Field Stone Wall Repair	\$ 1,970	Grounds Projects	436/1713
	Window Flashing	\$ 12,720	Grounds Projects	436/1715
	Classroom Refurbishing	\$ 24,000	Restorative Maintenance	437/1727
	Main Office Tile/Carpet Installation	\$ 12,132	Building Projects	435/Town PO
	Installation of Two (2) Dehumidifiers	\$ 2,964	Building Projects	435/Town PO
		\$ 67,085		
KHS	Re-Pointing Rear Brick East Wing	\$ 11,350	Grounds Projects	436/1719
	Rear Retaining Wall Repair	\$ 5,640	Grounds Projects	436/1720
	Front Staircase Replacement	\$ 33,528	Grounds Projects	436/1717
	Install (1) A-Frame Awning	\$ 15,030	Grounds Projects	436/1718
	Paint Classroom Doors and Frames	\$ 8,840	Restorative Maintenance	437/1728
	Classroom Refurbishing	\$ 20,400	Restorative Maintenance	437/1729
	Remodel Bathrooms (3)	\$ 5,629	Restorative Maintenance	437/1730
	Installation of Card Readers on Portables	\$ 4,995	Building Projects	435/Town PO
	Re-Pointing Rear Brick Core Building	\$ 13,720	Grounds Projects	436/Town PO
	Re-Pointing Rear Brick West Wing	\$ 15,810	Grounds Projects	436/Town PO

WESTPORT PUBLIC SCHOOLS
PROJECT SUMMARY
Summer 2016 Completed Projects

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>PROJECT CODE</u>	<u>ACCOUNT</u>	
LLS	Lockers	\$ 79,097	Building Projects	435/1705	
	Auditorium Seating	\$ 76,532	Building Projects	435/1706	
	Courtyard Sidewalk/Stairwell	\$ 8,900	Grounds Project	436/1721	
	Replace Faulty Air Conditioners	\$ 17,840	Restorative Maintenance	437/1733	
	Patch Paste Common Spaces	\$ 24,938	Restorative Maintenance	437/1734	
	Stair Treads Replacement (7) Locations	\$ 20,297	Restorative Maintenance	437/Town PO	
	Rear Driveway Asphalt Repair	\$ 14,500	Grounds Project	436/Town PO	
		TOTAL: \$ 134,942			
SES	Driveway Parapet Repair	\$ 9,000	Grounds Projects	436/1723	
	Classroom Refurbishing-Carpet to VCT/LVT and Painting	\$ 26,752	Restorative Maintenance	437/1735	
	Courtyard Sidewalk	\$ 7,470	Grounds Projects	436/Town PO	
		TOTAL: \$ 43,222			
BMS	P.M. Check Temp Controls for Unit Ventilators	\$ 10,060	Building Projects	435/1708	
	B.A.C. Tower Basin Pans Replacement	\$ 29,557	Building Projects	435/1709	
	Replacement of Chilled Water Coil AHU # 7	\$ 21,900	Building Projects	435/1710	
	Remove and Install New Library Carpeting	\$ 61,000	Restorative Maintenance	437/1736	
	Classroom Refurbishing	\$ 16,550	Restorative Maintenance	437/1736	
	Zone Manager Upgrade #3	\$ 16,687	Buildings Projects	437/1736	
	Outside Lift Replacement	\$ 16,289	B17 Account	435/Town PO	
		TOTAL: \$ 172,043			12600051B17
CMS	Blend Pump Upgrade	\$ 18,600	Restorative Maintenance	437/1737	
	Classroom Refurbishing Painting/Carpet to Tile	\$ 32,429	Restorative Maintenance	437/1759	

WESTPORT PUBLIC SCHOOLS
PROJECT SUMMARY
Summer 2016 Completed Projects

<u>SCHOOL</u>	<u>PROJECT DESCRIPTION</u>	<u>AMOUNT</u>	<u>PROJECT CODE</u>	<u>ACCOUNT</u>
SHS	Inside Concrete Work Expansion Joints	\$ 45,000	Building Projects	435/Town PO
	HVAC Modification - B. Frimmer's Room	\$ 17,500	Building Projects	435/Town PO
	TOTAL:	\$ 113,529		
SHS	Classroom Refurbishing Painting 2nd Floor/ Plus 11 Bathrooms	\$ 11,750	Restorative Maintenance	437/1740
	Replace Floor tiles: 3009,3008,3002,3013,3032,3033,3033,3034,2014,2010	\$ 44,075	Restorative Maintenance	437/1741
	Removal of Carpet & Install Carpet in Guidance - 5 Rooms	\$ 15,000	Restorative Maintenance	437/Town PO
	Outside Fire Line Valve	\$ 17,689	Grounds Projects	436
	TOTAL:	\$ 88,514		
System wide	Asphalt crack sealing and filling	\$ 40,000	Grounds Projects	436
	Parking Lot Lining/Striping/ADA	\$ 12,975	Grounds Projects	436/1725
	Tile Cleaning & Restoration (CMS/CES/KHS/SHS)	\$ 49,720	Restorative Maintenance	437/1747
	TOTAL:	\$ 102,695		
TOTAL ALL SCHOOLS & SYSTEMWIDE		TOTAL:		\$ 1,240,885

WESTPORT PUBLIC SCHOOLS
Quarterly Financial Report - 4Q/FYE 2016 UNAUDITED

June 30, 2016

Theoretical Expenditure Rate: 100%

2012-2013	2013-2014	2014-2015	Object Code	Descriptions	2015-2016 ADOPTED BUDGET	2015-2016 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2015-2016 ENCUMBERED TO DATE	2015-2016 EXPENDED TO DATE	YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE
4,825,475	4,791,627	4,854,834	100	Certified Administrators	5,016,239	5,016,239	-	-	5,123,525	102%	-	5,123,525	(107,286)
1,619,710	1,669,694	1,573,540	101	Directors	1,719,680	1,719,680	-	-	1,718,389	100%	-	1,718,389	1,291
21,374,451	21,922,122	21,903,838	102	Reg Ed Teachers	22,491,411	22,491,411	-	1,725	21,945,504	98%	-	21,947,230	544,181
10,894,081	11,210,927	11,149,855	103	Special Area Teachers	11,490,632	11,490,632	-	-	11,461,883	100%	-	11,461,883	28,749
3,143,981	3,226,379	3,266,368	104	Support Teachers	3,611,036	3,611,036	-	21,500	3,762,943	104%	-	3,784,443	(173,407)
165,289	164,520	153,024	105	Cur/Insr Resource	162,384	162,384	-	-	146,684	90%	-	146,684	15,700
895,438	885,438	884,215	107	Library/Media Teachers	933,820	933,820	-	-	816,856	87%	-	816,856	116,964
1,367,787	1,373,103	1,363,386	108	Guidance	1,420,990	1,420,990	-	1,443	1,373,875	97%	-	1,375,320	45,670
4,050,464	4,284,151	4,307,725	109	Special Ed Teachers	4,365,068	4,365,068	-	6,397	4,345,840	100%	-	4,352,237	12,831
1,573,222	1,634,600	1,651,963	110	Psychologists	1,650,961	1,650,961	-	5,657	1,627,862	99%	-	1,633,519	17,442
289,777	294,526	280,190	113	Social Workers	286,171	286,171	-	-	287,256	100%	-	287,256	(1,085)
1,086,749	1,127,943	1,281,302	114	Speech/Hearing Therapists	1,368,000	1,368,000	-	5,864	1,280,766	94%	-	1,286,650	81,370
141,085	161,221	162,192	115	Staff Dev/Leadership	153,847	153,847	-	-	140,846	92%	-	140,846	90,666
688,790	599,801	663,940	116	Extra-Curricular	750,947	750,947	-	-	660,281	88%	-	660,281	90,666
384,453	524,303	525,193	118	Coaches-Intrmal/Intrscholastic	629,259	629,259	-	-	543,223	86%	-	543,223	86,036
199,936	228,355	235,348	119	Curriculum Work/Other	293,740	293,740	-	-	114,423	39%	-	189,423	104,317
\$ 52,650,930	\$ 54,098,710	\$ 54,816,913		Sub-Total Certified Salaries	\$ 56,344,185	\$ 56,344,185	\$ -	\$ 117,587	\$ 55,350,157		\$ -	\$ 55,467,744	\$ 876,441
100.0%	102.7%	100.4%			103.7%	103.7%	0.2%	0.2%	98.2%		0.0%	98.4%	1.6%
1,014,408	1,223,432	1,245,692	120	Support Supervisors	1,387,291	1,387,291	-	-	1,391,477	100%	-	1,391,477	(4,186)
2,256,460	2,339,269	2,436,337	121	Secretaries	2,512,233	2,512,233	-	-	2,459,950	98%	-	2,459,950	52,283
1,702,659	1,717,600	1,897,717	122	Paraprofessionals	1,948,104	1,948,104	-	-	1,854,620	95%	-	1,854,620	93,484
2,040,958	2,176,860	2,448,846	123	Specd Paraprofessionals	2,520,877	2,520,877	-	10,618	2,490,004	99%	-	2,500,622	20,255
2,515,919	2,604,906	2,678,600	124	Custodians	2,728,883	2,728,883	-	2,193	2,714,445	99%	-	2,716,638	12,245
530,818	513,555	551,734	125	Maintainers	575,939	575,939	-	-	564,720	98%	-	564,720	11,219
794,630	814,350	836,175	126	Nurses	855,998	855,998	-	1,528	857,047	100%	-	858,574	(2,576)
198,908	215,813	230,624	127	Nurses Aides	250,832	250,832	-	-	250,962	100%	-	250,962	(130)
515,588	530,271	533,588	128	Technology Assistants	549,596	549,596	-	-	553,531	101%	-	553,531	(3,935)
61,779	63,591	65,251	129	Security Aides	259,208	259,208	-	-	205,928	79%	-	205,928	53,280
245,838	248,266	219,377	130	Bus Monitors	250,000	250,000	-	690	231,802	93%	-	232,492	17,508
196,032	198,198	198,599	131	Athletics	210,000	210,000	-	6,894	219,731	105%	-	226,626	(16,626)
110,196	109,484	110,596	133	Other	101,282	101,282	-	864	145,137	143%	-	146,001	(66,067)
404,898	464,602	487,040	135	Occupational Therapists	495,794	495,794	-	3,241	558,621	113%	-	561,861	(66,067)
157,240	160,465	162,051	136	Physical Therapists	160,817	160,817	-	-	170,394	106%	-	170,394	105%
\$ 12,746,330	\$ 13,377,662	\$ 14,252,227	140	Adult Ed Mandated	25,000	25,000	-	-	17,401	70%	-	17,401	7,599
100.0%	105.0%	106.5%		Sub-Total Non-Certified Salaries	\$ 14,831,854	\$ 14,831,854	\$ -	\$ 26,028	\$ 14,685,769		\$ -	\$ 14,711,797	\$ 120,057
					104.1%	104.1%	0.2%	0.2%	99.0%		0.0%	99.2%	0.8%

WESTPORT PUBLIC SCHOOLS
Quarterly Financial Report - 4Q/FYE 2016 UNAUDITED

June 30, 2016

Theoretical Expenditure Rate: 100%

2012-2013	2013-2014	2014-2015	Object Code	Descriptions	2015-2016 ADOPTED BUDGET	2015-2016 ADJUSTED BUDGET	BUDGET ADJUSTMENT	2015-2016 ENCUMBERED TO DATE	2015-2016 EXPENDED TO DATE	2015-2016 YTD %	ESTIMATED ADJUSTMENTS	PROJECTED TO EOY	BALANCE AVAILABLE
34,719	37,827	48,368	563	Tuition-Court & Agency Placed	100,000	100,000	-	-	-	47%	-	46,521	53,479
52,282	51,480	44,290	565	Tuition-Alternative Ed	59,500	59,500	-	-	-	49%	-	29,324	30,176
353,500	467,750	498,900	567	Tuition-Litigation	425,000	425,000	-	238,500	\$	62%	-	501,518	(76,518)
22,150	20,799	12,055	569	Tuition-Summer Programs	20,000	20,000	-	-	-	100%	-	20,000	-
32,075	36,335	29,339	580	Staff Travel/V/leage	54,834	54,024	(810)	761	\$	102%	-	55,881	(1,857)
\$ 7,276,684	\$ 7,505,628	\$ 7,955,352		TOTAL OTHER PURCH SERVICES	\$ 8,625,943	\$ 8,625,943	\$ -	\$ 360,610	\$ 7,721,429		\$ -	\$ 8,082,039	\$ 543,904
100.0%	103.1%	106.1%			108.3%	108.3%		4.2%	89.5%		0.0%	93.7%	6.3%
814,905	891,385	1,016,020	611	Supplies-Instructional	847,647	916,568	68,921	22,219	890,850	97%	-	913,069	3,499
527,755	591,351	646,077	612	Software	674,099	656,096	(18,003)	-	645,706	98%	-	645,706	10,990
122,397	129,224	134,139	613	Tech Supplies	129,975	146,523	16,548	-	170,135	116%	-	170,135	(23,612)
30,715	35,116	35,646	615	Graduation Expenses	36,856	36,856	-	13,578	23,346	63%	-	36,924	(68)
440,072	613,915	643,441	641	Textbooks	686,781	622,831	(63,950)	16,428	617,208	99%	-	633,636	(10,805)
131,530	133,066	131,510	642	Library Books & Periodicals	123,969	124,622	653	4,176	114,246	92%	-	118,422	6,200
9,870	19,820	14,615	643	A/V Materials	16,651	15,578	(1,073)	-	14,856	95%	-	14,856	722
151,863	163,114	155,371	690	Non Instructional Supplies	174,936	173,707	(1,229)	3,230	152,826	88%	-	156,056	17,651
18,212	22,036	29,089	691	Health Supplies	29,550	27,683	(1,867)	209	27,287	99%	-	27,496	187
\$ 2,247,319	\$ 2,599,027	\$ 2,805,908		TOTAL SUPPLIES AND MTL.	\$ 2,720,464	\$ 2,720,464	\$ -	\$ 59,839	\$ 2,656,460		\$ -	\$ 2,716,299	\$ 4,165
100.0%	115.7%	108.0%			97.0%	97.0%		2.2%	97.6%		0.0%	99.8%	0.2%
54,028	76,315	61,690	731	Equip-New Instructional	60,756	69,323	9,167	15,704	93,813	134%	-	109,522	(39,599)
36,968	27,289	51,772	732	Equip-New Non Instructional	157,933	148,166	(9,767)	-	285,141	192%	-	285,141	(136,975)
10,064	16,946	26,398	733	Equip-Replace Instructional	60,548	61,405	557	54,201	96,078	157%	-	150,279	(89,174)
29,078	21,135	8,507	734	Equip-Replace Non Instructional	46,306	45,719	(587)	-	82,622	181%	-	82,622	(36,903)
35,763	72,157	105,493	735	Furniture	91,654	96,284	4,630	16,802	103,470	110%	-	122,380	(26,096)
994,903	1,022,553	1,037,198	736	Tech Equip-Instructional	1,040,595	1,034,758	(5,837)	-	1,034,670	100%	-	1,034,670	88
56,948	37,786	26,729	737	Tech Equip-Non Instructional	15,783	18,620	1,837	343	17,808	96%	-	18,151	469
\$ 1,217,753	\$ 1,274,081	\$ 1,317,782		TOTAL EQUIPMENT	\$ 1,474,575	\$ 1,474,575	\$ -	\$ 87,050	\$ 1,715,715		\$ -	\$ 1,802,765	\$ (328,190)
100.0%	104.6%	103.4%			111.9%	111.9%		5.9%	116.4%		0.0%	122.3%	-22.3%
75,492	79,027	77,075	810	Dues & Fees	87,000	84,572	(2,428)	30	80,803	96%	-	80,833	3,739
21,517	26,737	27,254	811	Student Act & Awards	30,628	33,056	2,428	1,835	29,011	88%	-	29,950	3,106
366,537	384,648	399,528	812	Student Athletics	392,200	392,200	-	1,835	393,755	100%	-	395,590	(3,390)
\$ 463,546	\$ 484,412	\$ 503,857		TOTAL OTHER	\$ 509,828	\$ 509,828	\$ -	\$ 2,804	\$ 503,669		\$ -	\$ 506,373	\$ 3,455
100.0%	104.5%	104.0%			101.2%	101.2%		0.5%	98.8%		0.0%	99.5%	0.7%
\$ 100,226,554	\$ 103,997,089	\$ 108,979,222		GRAND TOTAL	\$ 111,171,756	\$ 111,171,756	\$ -	\$ 1,113,229	\$ 108,624,569		\$ -	\$ 109,737,799	\$ 1,433,957
100.0%	103.8%	104.8%			102.0%	102.0%		1.0%	97.7%		0.0%	98.71%	1.29%

Item # 11



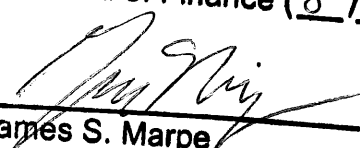
WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

August 22, 2016

The Honorable James S. Marpe
First Selectman
Town Hall
Westport, CT 06880

Approved for submission
To Board of Finance (8/23/16)


James S. Marpe
First Selectman

Re: **FY 2014 Pre-Disaster Mitigation Competitive Grant Award Agreement #EMB-2015-PC-0005 Amendment #1 Saugatuck Island Bridge Replacement – Construction Funding**

Dear Mr. Marpe:

Following Storm Sandy, this office worked with the Fire Department and the Saugatuck Island community to submit a grant application through the FEMA Pre-Disaster Mitigation Program for replacement of the existing weight-limited vehicular bridge that carries Harbor Road onto Saugatuck Shores. The fact that Canal Road frequently floods at any extreme high tide and the current wooden structure leading over the canal is limited to passenger vehicles limits the access of emergency vehicles to the Saugatuck Island community during storm events.

A grant was received from FEMA from funds for the FY14 Pre-Disaster Mitigation Competitive Grant Program obligated under award #EMB-2015-PC-0005. This award amendment includes \$1,736,300.00 for the Saugatuck Island Bridge Replacement Project. This grant provides for a 75% federal share and 25% local participation. The 25% local participation will be split 50/50 between the Town of Westport and the private entity of Saugatuck Island.

In June 2014, an appropriation of \$120,000.00 was requested and approved to fund the design, permitting and bidding for the replacement structure. This work has been completed and bids have been received for the project. The lowest responsible bidder was \$1,989,748.00. In order to construct the new bridge, power to the island will be disrupted so an additional \$150,000 is budgeted for temporary power during the construction. Additional soft costs totaling \$266,600.00 include construction engineering/inspection and testing. The total construction cost is estimated at \$2,406,348.00. A 10% contingency brings the appropriation request to \$2,646,980.00.

Page 2
James S. Marpe
August 22, 2016

Based on a grant amount of \$1,302,225.00 (75% of \$1,736,300.00), and a 50/50 split with the Saugatuck Island community, the Town of Westport contribution for the project would be \$672,378.00.

This office herein, requests an appropriation of \$2,646,980.00 from the Municipal Improvement Fund to cover the costs of the replacement of the existing Saugatuck Island Bridge with a new structure. At the completion of the project, the Town of Westport will receive a reimbursement of \$1,302,225.00 from FEMA and 50% of the remaining expenditure from the Saugatuck Island Community.

Respectfully,



Stephen J. Edwards
Director of Public Works

Cc: Gary Conrad, Finance Director

G:\PW_OFFSJE\FS\APP\FEMA_Saugatuck bridge-Const

BOND RESOLUTION

RESOLVED: That upon the recommendation of the Board of Selectman and Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of Two Million Six Hundred Forty-six Thousand Nine Hundred Eighty and 00/100 Dollars (\$2,646,980.00) for the costs associated with the replacement of the Saugatuck Island Bridge which costs include design, environmental, engineering, site development, oversight, construction, temporary and permanent financing and soft costs and other costs and expenses that are customary for projects of such character (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing the foregoing appropriation, the Town shall borrow a sum not to exceed Two Million Six Hundred Forty-six Thousand Nine Hundred Eighty and 00/100 Dollars (\$2,646,980.00) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the state of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations and the filing of information reports as and when required and to execute Continuing Disclosure Agreements for the benefit of holders of bonds and notes.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the

responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

Section 4. The Committee is further authorized to make temporary borrowings as permitted by the General Statutes and to issue a temporary note or notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such times and with such maturities, requirements and limitations as provided by statute. Notes evidencing such borrowings shall be signed by the First Selectman and the Finance Director, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel, and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the General Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.

Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation made by the appropriation resolution enacted concurrently herewith.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

Section 7. Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued under the provisions thereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the State of Connecticut, and accept from the State or other parties, grants, gifts and contributions in aid of further funding the Project. Once the appropriation becomes effective, the First Selectman, or other appropriate official of the town, is hereby authorized to spend a sum not to exceed the aforesaid appropriation for the Project and is specifically authorized to make, execute and deliver any contracts or other documents necessary or convenient to complete the Project and the financing thereof.

Section 9. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds (and notes) in accordance with the provisions of the Town Charter, the Connecticut General Statutes, and the laws of the United States.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

MEMO TO: Board of Finance

CC: Jim Marpe, First Selectman

MEMO FROM: Jennifer Fava, Director

DATE: August 29, 2016

RE: **Progress Update Regarding Projects Anticipated During Budget Process**

During the budget process, a number of Parks and Recreation projects were presented as part of the 2016-2017 budget, as well as separate appropriations. While the fiscal year began recently, the department has made good progress as outlined in the attached documents.

The document outlining the anticipated projects that was provided to you during the budget process has been updated to show the progress that has been made (Parks and Recreation Project Update – August 2016). Some additional projects that were not included in the original document have been added. Items that do not have any notes in the “progress” column are still anticipated to be worked on during the fiscal year; however, the focus is currently on the other items as indicated, as we must spread things out throughout the year for management purposes.

Also attached, is a revised tentative schedule for the Compo Improvements. As you are aware, the east beach walkway (along with the paving of the adjacent parking area) and the basketball courts have been completed. We are currently seeking the appropriation for design and engineering services for the south beach walkway and restrooms. We have been working with architects on the conceptual design for the bathhouse. In addition to these meetings, sub-committee members have made trips to visit beach facilities in other towns in order to get additional ideas and feedback to assist us with this process. As there are many aspects that play a role in this process (aesthetic design, satisfying needs, meeting necessary requirements, etc.) we are working to ensure that we are comfortable with the concept before bringing it to the public.

In addition, we are finalizing the implementation of a Parks Advisory Committee which we anticipate being extremely helpful in determining, as well as, prioritizing projects as we move forward.

Parks and Recreation Project Update – August, 2016

Facility	Fiscal 2016-2017	Progress as of August 2016
Winslow Park	Signage <ul style="list-style-type: none"> • Interpretive signage • Delineation of park areas 	Wayfinding RFP in progress
	Redesign of North Compo Road entrance and exit curbing	
	Tree work	In progress
Levitt Pavilion/Riverwalk	Re-lay brick walkway	Getting pricing – work will not be done until after Levitt season is completely finished
	Interpretive signage to explain environmental plantings on hill	
Longshore Club Park	Signage <ul style="list-style-type: none"> • Wayfinding 	Wayfinding RFP in progress
	Clearing of scrub brush along exit road	To be completed late fall/winter
	Removal of metal posts along portions of the golf course and installation of wooden guide rail where necessary	Mostly complete – remainder to be completed at end of golf season so as not to interfere with traffic and play
	Tree work	In progress
Baron's South	Issue RFP to determine design of property (separate appropriation)	RFP back – in process of selecting architect
	Implementation of plan determined from RFP	
	Tree work	RFP out for tree work. Due back early September. Work to begin shortly thereafter.
Riverside Park	Design property for passive use	Waiting for Parks Advisory Committee input
	Tree work	

Athletic Fields	<p>Implement enhanced turf management plan determined by soil testing results</p> <ul style="list-style-type: none"> • Add Coleytown Middle School and Long Lots to this program 	<p>In progress at Coleytown MS Front & Back, Wakeman A&E, Long Lots, Doubleday (includes soil testing, aeration, seeding, proper fertilizing, etc.)</p>
	<p>Continue baseball/softball infield renovations at 2 per year</p>	<p>In process of revitalizing Luciano field. Completed infield renovations at Greens Farms, Wakeman D. Will do Doubleday baseball and Wakeman C in late fall or early spring.</p>
	<p>Bleacher replacement at Burr Farms</p>	<p>Added bleachers at PJ Romano field (Doubleday side)</p>
Compo	<p>Implementation of Compo Plan items (separate timeline) (separate appropriation)</p>	<p>East beach walkway and parking lot complete, basketball courts complete. In process of seeking appropriation for design/engineering for south beach walkway and restrooms. Working with architect/engineer on conceptual plan for bathhouse.</p>
	<p>Completion of channel dredging into Ned Dimes Marina (separate appropriation)</p>	<p>On track for work to take place during February/March. Awaiting DEEP permit. In process of seeking appropriation.</p>
	<p>Remove vegetative growth from dry storage area</p>	<p>Was completed but vegetation is growing back. At this time, keeping up with it through maintenance. Seeking alternative options.</p>
Soundview Lot	<p>Rehabilitation and beautification of lot (separate appropriation)</p>	<p>In process of getting pricing. Anticipate fall completion.</p>
<u>Additional Projects</u> Longshore	<p>Replace sand filter in lap pool</p>	<p>On schedule to be completed in October</p>
	<p>Bunker Improvements</p>	<p>Seeking final appropriation from RTM in September. Design to begin once contract authorized. Work anticipated to begin in Spring 2017.</p>

	Entrance to Longshore- Upgraded entrance signs and installed new plantings	Complete
	Installation of guiderail along exit road	Complete
	Paving of roadway through Longshore	Complete
Compo Beach	Upgrade of 32 electrical power centers at Ned Dimes Marina	Complete
	New sinks and faucets in bathhouse restrooms	Complete

Variables that may alter the timeline for completion of the various projects may include:

- 1) Weather conditions
- 2) Any need for public hearings and any changes that may occur as a result of such hearings
- 3) Timing and requirements set forth by bidding and various bodies (ex: Planning and Zoning Commission, BOF, RTM etc.)
- 4) Changes in priority based on input from the Parks Advisory Committee
- 5) Downtown Westport Master Plan – addressing the need for consistent wayfinding signage throughout Town is a topic of the plan and should be incorporated

In regard to signage:

We are currently working in conjunction with the Downtown Plan Implementation Committee on a Wayfinding system. An RFP has been issued for a Wayfinding system which is to include parks, beaches, etc. We will be holding off on signage for parks as we want to have a consistent form of branding throughout Town (as noted as variable #5 listed above).

Compo Improvements Revised Tentative Schedule (August 30, 2016)

	2016							2017						
	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April
Basketball Courts Reconstruction Completed														
East Beach Walkway Completed														
Construct South Beach Restrooms														
1. Schematic Design/Determine Design Requirements														
2. Design Development														
3. Construction Document Preparation														
4. Construction Bidding/ Contract Award														
5. Construction														
6. Public Occupancy														Apr. 15
South Beach Walkway														
1. Schematic Design/Determine Design Requirements														
2. Design Development														
3. Construction Document Preparation														
4. Construction Bidding/ Contract Award														
5. Construction														
6. Public Occupancy														Apr. 15
Construction of New Bathhouse														
1. Conceptual Design														
2. Schematic Design														
3. Design Development														
4. Construction Document Preparation														
5. Construction Bidding														
6. Construction Award														
7. Construction														
8. Public Occupancy														
Skate Park														
1. Schematic Design														
2. Design Development														
3. Construction Document Preparation														
4. Construction Bidding/ Contract Award														
5. Construction														
6. Public Occupancy														

Please note the following:

1) Blue boxes indicate original tentative timeline. Lined boxes indicate revised tentative timeline. Black boxes indicate completed work. For Bathhouse, majority of timeline is still anticipated as indicated by blue boxes. 2) The South Beach Walkway and Restrooms, the construction of the New Bathhouse, and the Skate Park can be run as independent projects to be run on separate but parallel tracks.

Compo Improvements Revised Tentative Schedule (August 30, 2016)

	2017						2018						
	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May
Basketball Courts Reconstruction Completed													
East Beach Walkway Completed													
Construct South Beach Restrooms													
1. Schematic Design/Determine Design Requirements													
2. Design Development													
3. Construction Document Preparation													
4. Construction Bidding/ Contract Award													
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WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

August 19, 2016

The Honorable James S. Marpe
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear Mr. Marpe:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for an appropriation of \$100,000 to the Municipal Improvement Fund with bond and note authorization for services related to improvements at Compo Beach.

This request of \$100,000 is to be used for design and engineering services for the south beach walkway and restrooms.

Respectfully,

A handwritten signature in cursive script, appearing to read "Jennifer A. Fava".

Jennifer A. Fava
Director of Parks and Recreation

cc: Gary Conrad

Approved for submission
To Board of Finance (8/20/16)

A handwritten signature in cursive script, appearing to read "James S. Marpe".

James S. Marpe
First Selectman



WESTPORT CONNECTICUT


PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

MEMO TO: Board of Finance

MEMO FROM: Jennifer Fava, Director 

DATE: August 19, 2016

RE: **Appropriation Request for Compo South Beach Walkway and Restroom Design and Engineering Services**

At the March 31, 2015 Parks and Recreation Commission meeting, the Commission passed a number of resolutions pertaining to the various recommendations related to the Compo Beach Improvement Plan. This appropriation request is in regard to the following two resolutions that were passed as part of that meeting:

RESOLVED: Pedestrian Circulation: The Parks and Recreation Commission recommends the creation of pedestrian circulation separated from automobile traffic throughout the facility.

RESOLVED: South Beach Facilities: The Parks and Recreation Commission recommends the introduction of rest rooms for the convenience of south beach users: The Commission does not recommend a pavilion near south beach to be included in the plan.

As you are aware, the first phase of the improvements at Compo included the creation of a walkway along the east beach. This has turned out to be a great success based on the many compliments we have received and by the many people utilizing the new walkway.

The next phase (phase two) includes the continuation of a walkway along the south beach to the launch ramp at the west end of the facility, creating a link from the east beach walkway to that along the marina. As was discussed when we were working on the east beach walkway, the south beach walkway brings a number of challenges which requires design and engineering services. In addition, phase two also includes the creation of a restroom building in the vicinity of the south beach.

Project Scope:

Restroom Building: The restroom building is to be used seasonally. It is anticipated that the building will include 3 ADA compliant unisex restrooms and 1 storage room.

South Beach Walkway: A porous walkway (material TBD), is to be installed from the cannons to the launch ramp in order to provide pedestrian access around the facility. The walkway (approx..1200 lf) is to be designed so as not to encroach upon the beach and allow for the continued head on parking as there is today. Timber rail is to be installed adjacent to the walkway to protect the pedestrians. It is to be constructed in the same manner as the walkway and timber rail that currently exists along the East Beach. In order to accommodate the new sidewalk while maintaining the current parking configuration, the roadway will need to be adjusted. It is important to retain as many parking spaces throughout the facility as possible. The adjustment of the roadway and parking spaces is included in this project.

The Compo Committee has been working to gather the necessary information as to what is needed in order to complete the project scope of the phase two portion of this project encompassing the south beach walkway and restrooms. As part of this process, we have gathered project requirements, as well as cost estimates for the design services on which we are basing this appropriation request. As part of the design process for this project scope, there is a need for soil testing and a geotechnical report; water, sanitary and electrical service connections to the restroom building; grading and stormwater accommodations; an erosion and sediment control plan; various site plans and technical specifications; applicable required permitting; a site survey; and attendance at a number of meetings to present their design to the various Town bodies. Based on this information, we are requesting an appropriation, not to exceed \$100,000.

An RFP for these design and engineering services has been issued and is due back to the Town on September 2, 2016. In order to keep the process moving forward in the hopes of having phase two complete for next summer, it is felt that it is important to move forward with the RFP process and the appropriation process on parallel tracks so as not to lose more time. The RFP's will be received and opened by the Town prior to the Board of Finance meeting on September 7, 2016 so we will have a closer idea of the cost. In addition, we anticipate selecting the architect/engineer prior to the RTM meeting in October so we will know the firm number at that time.

As it is imperative that we continue to move this process forward in a timely manner, the Parks and Recreation Department requests that the Board of Finance approve an appropriation in the amount not to exceed \$100,000 for the design and engineering of the Compo south beach walkway and restrooms.

BOND RESOLUTION

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport (the "Town") hereby appropriates the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for the design and engineering costs associated with the improvement of the walkway and restrooms at South Beach at Compo Beach (the "Project").

Section 1. As recommended by the Board of Finance, and for the purpose of financing the foregoing appropriation of One Hundred Thousand and 00/100 Dollars (\$100,000.00), the Town shall borrow a sum not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) and issue general obligation bonds for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum.

Section 2. The First Selectman, Selectmen and Finance Director are hereby appointed a committee (the "Committee") with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes including Chapter 748 (Registered Public Obligations Act) to issue the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States and the State of Connecticut, to provide for issuance of the bonds in tax exempt form, including the execution of tax compliance and other agreements for the benefit of bondholders, and to meet all requirements which are or may become necessary at and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from federal income taxes, including, without limitation, requirements related to certain restrictions on the investment yield of bond proceeds, the rebate of arbitrage earnings, the expenditure of bond proceeds within required time limitations, the timely filing of information reports and the execution of continuing disclosure agreements for the benefit of the holders of the bonds and notes.

Section 3. The Bonds may be designated "Public Improvement Bonds of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three (3) years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by

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Section 5. Upon the sale and issuance of the bonds authorized by this resolution, the proceeds thereof, including any premium received upon the sale thereof, accrued interest received at delivery and interest earned on the temporary investment of such proceeds, shall be applied forthwith to the payment of the principal and interest of all notes issued in anticipation thereof or shall be deposited in trust for such purposes with a bank or trust company, or shall be applied or rebated as may be required under the provision of law. The remainder of the proceeds, if any, after the payment of said notes and of the expense of issuing said notes and bonds shall be applied to further finance the appropriation enacted herein.

Section 6. In each fiscal year in which the principal or any installment of interest shall fall due upon any of the bonds or notes herein authorized there shall be included in the appropriation for such fiscal year a sum equivalent to the amount of such principal and interest so falling due, and to the extent that provision is not made for the payment thereof from other revenues, the amount thereof shall be included in the taxes assessed upon the Grand List for such fiscal year and shall not be subject to any limitations of expenditures or taxes that may be imposed by any other Town ordinance or resolution.

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regulations. The Finance Director is authorized to pay Project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

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