



WESTPORT

TOWN OF WESTPORT
REPRESENTATIVE TOWN MEETING
REPRESENTATIVE TOWN MEETING PACKET
JANUARY 6, 2026
07:30 PM



REPRESENTATIVE TOWN MEETING AGENDA

JANUARY 6, 2026
07:30 PM

Call

All Representative Town Meeting members and inhabitants of the Town of Westport are hereby notified that a meeting of the Representative Town Meeting members will be held at Town Hall, 110 Myrtle Ave. in the auditorium on Tuesday January 6, 2026, at 7:30 PM for the purposes listed below. If necessary, the meeting shall reconvene on Tuesday, January 20, 2026, to deal with any agenda items not disposed of at the adjournment of the January 6, 2026, meeting.

Attachment: [Resolutions.pdf](#)

1. Discontinuance of proposed private roadway

To take such action as the meeting may determine, in accordance with C.G.S. Sec. 13a-49 (Discontinuance of highways or private ways), to approve the discontinuance of a proposed private roadway identified as "Proposed Road" and lying between Lot 37 and Lots 38, 39, and 40 on Map # 965.

Attachment: [_1 Discontinuance of private roadway.pdf](#)

Attachment: [_1 RTM P_Z Report - Discontinue road 1-5-26.pdf](#)

2. Settlement Agreement between the Town of Westport and Hook'd on the Sound LLC

To take such action as the meeting may determine, upon the recommendation of the Board of Finance, to approve an appropriation of \$275,000 to fund a Settlement Agreement between the Town of Westport and Hook'd on the Sound LLC, which Agreement provides for an early termination to a Food and Beverage Concession lease dated August 27, 2020 for Compo Beach Pavillion, Halfway House, and the Longshore Pavillion Space.

Attachment: [_2 4-12-23 Hook_d Memorandum of Understanding.pdf](#)

Attachment: [_2 Hook_d on the Sound-Assignment of Concession and Lease-Fully Executed.pdf](#)

Attachment: [_2 Hook_d Settlement Agreement Revised 20251118-1045.pdf](#)

Attachment: [_2 Upsilon Food and Beverage Concession and Lease-FINAL Fully Executed- Original signatures _on 2 pgs_.pdf](#)

Attachment: [_2 Upsilon-Rider to Food and Beverage Concession and Lease-FINAL-Fully Executed.pdf](#)

Attachment: [_2 RTM Finance and Parks and Rec on Hookd Lease Termination.pdf](#)

3. Staples High School Water Pumps and Valves Project

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Finance Director to approve a resolution approving a bond and note authorization in the amount of \$51,083 for costs associated with the Staples High School Water Pumps and Valves Project.

Attachment: [_3 Westport Resolution - Bond Authorization for SHS Project _51_083_.pdf](#)

4. Analysis, design, permitting and preparation of constructive documents for the replacement of the Longshore Water Supply System

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Director of Public Works, to approve an appropriation in the amount of \$220,000 along with bond and note authorization to the Municipal Improvement Fund Account for analysis, design, permitting and preparation of constructive documents for the replacement of the Longshore Water Supply System.

Attachment: [_4 DPW - Approp Longshore Water Supply System.pdf](#)

Attachment: [_4 RTM PUBLIC WORKS FINANCE - LONG SHORE WATERSUPPLY REPLACEMENT.pdf](#)

5. Analysis, design, permitting and preparation of constructive documents for the replacement of the Easton Road Sidewalk

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Director of Public Works, to approve an appropriation in the amount of \$440,000 along with bond and note authorization to the Municipal Improvement Fund Account for an analysis, design, permitting and preparation of constructive documents for the replacement of the Easton Road Sidewalk.

Attachment: [_5 DPW - Approp Easton Road Sidewalk.pdf](#)

Attachment: [_5 RTM Finance and Public Works On Easton Road Sidewalk Design.pdf](#)

6. Replacement of the Levitt Pavilion Stage

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Director of Public Works, to approve an appropriation in the amount of \$124,000 to the Capital and Non-Recurring Fund Account for the replacement of the Levitt Pavilion Stage.

Attachment: [6 DPW - Approp Levitt Pavillion Stage.pdf](#)

7. Board of Education FY26 building projects

To take such action as the meeting may determine, upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, to approve an appropriation in the total amount of \$3,574,260 for the Board of Education FY26 building projects. The total appropriation is broken down with an appropriation in the amount of \$3,376,290 along with bond and note authorization to the Educational Facilities Improvement Fund Account, an appropriation in the amount of \$25,000 to the Capital and Non-Recurring Account Fund Account and an appropriation in the amount of \$172,970 to the General Fund.

Attachment: [7 BOE -Approp FY26 Capital Improvement Projects.pdf](#)

Attachment: [7 RTM Finance Education Joint Committee Report Dec 22nd - NRK.pdf](#)

8. Western Connecticut Council of Governments alternate representative appointment

To take such action as the meeting may determine, upon the recommendation of the First Selectmen, to approve the appointment of Deputy RTM Moderator, Lauren Karpf, to serve as the Town's alternate representative to the Western Connecticut Council of Governments per subsection (b) of Section 2-4 of the Code of Ordinances, for the term effective November 2025 through November 2027.

Attachment: [8 WestCOG.pdf](#)

9. Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA)

To take such action as the meeting may determine, upon the petition request from at least 20 Westport electors, to adopt a Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

Attachment: [9 Petition.pdf](#)

Attachment: [9 CMDA - Form Municipal MOA 9 22 25 .pdf](#)

Attachment: [9 CMDA - Form Opt-In Resolution For Municipalities Effective 10 1 25 1 .pdf](#)

Attachment: [9 Housing Growth Zone Memo Avon FINAL 10-10-25.pdf](#)

Attachment: [9 Housing Growth Zone Memo Naugatuck FINAL 9-19-25.pdf](#)

Attachment: [Boundaries of Downtown as defined by the POCD.docx](#)

Attachment: [Underlying statutory basis and charge for the CMDA](#)

Attachment: [Edit Underlying statutory basis and charge for the CMDA](#)

**RTM Meeting
January 6, 2026**

RESOLUTIONS

(1)

RESOLVED: That in accordance with C.G.S. Sec. 13a-49 (Discontinuance of highways or private ways), the discontinuance of that certain piece of land or parcel of land situated in the Town of Westport, County of Fairfield, and State of Connecticut, shown as "Proposed Road" and lying between Lot 37 to the north and Lots 38, 39, and 40 to the south on a certain map entitled "Map of Property of Mae L. Jennings, Westport, Conn., April 1932," filed on the Westport Land Records as Map # 965, and also shown as a portion of 7 High Gate Road on a certain map filed on the Westport Land Records as Map #10258, is hereby approved.

(2)

RESOLVED: That upon the recommendation of the Board of Finance, the sum of \$275,000 to fund a Settlement Agreement between the Town of Westport and Hook'd on the Sound LLC, which Agreement provides for an early termination to a Food and Beverage Concession lease dated August 27, 2020 for Compo Beach Pavillion, Halfway House, and the Longshore Pavillion Space, is hereby appropriated.

(3)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Finance Director, a resolution approving a bond and note authorization in the sum of \$51,083 for costs associated with the Staples High School Water Pumps and Valves Project is hereby approved.

(4)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the the Director of Public Works, the sum of \$220,000 along with bond and note authorization to the Municipal Improvement Fund Account for analysis, design, permitting and preparation of constructive documents for the replacement of the Longshore Water Supply System is hereby appropriated.

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROPRIATING \$220,000 FOR DESIGN AND RELATED COSTS ASSOCIATED WITH THE REPLACEMENT OF THE LONGSHORE WATER SUPPLY SYSTEM AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates the sum of Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000) for design and related costs associated with the replacement of the Longshore Water Supply System, including, but not limited to, analysis, design, permitting and preparation of construction documents, as well as, related surveying, administrative, contingency, financing, legal and other soft costs (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000) of the foregoing appropriation, the Town is hereby authorized to borrow a sum not to exceed Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000) 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," 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 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.

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 hereof. 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 for and accept any available State or Federal grants, or other gifts and contributions, in aid of financing 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.

(5)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$440,000 along with bond and note authorization to the Municipal Improvement Fund Account for an analysis, design, permitting and preparation of constructive documents for the replacement of the Easton Road Sidewalk is hereby appropriated.

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROPRIATING \$440,000 FOR DESIGN AND RELATED COSTS ASSOCIATED WITH THE REPLACEMENT OF THE EASTON ROAD SIDEWALK AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION.

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates the sum of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000) for design and related costs associated with the replacement of Easton Road sidewalk from Weston Road to North Avenue, including, but not limited to, analysis, design, permitting and preparation of construction documents, as well as, related surveying, administrative, contingency, financing, legal and other soft costs (the "Project").

Section 1. As recommended by the Board of Finance and for the purpose of financing Four Hundred Forty Thousand and 00/100 Dollars (\$440,000) of the foregoing appropriation, the Town is hereby authorized to borrow a sum not to exceed Four Hundred Forty Thousand and 00/100 Dollars (\$440,000) 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," 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 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.

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 hereof. 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 for and accept any available State or Federal grants, or other gifts and contributions, in aid of financing 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.

(6)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Director of Public Works, the sum of \$124,000 to the Capital and Non-Recurring Fund Account for the replacement of the Levitt Pavilion Stage is hereby appropriated.

(7)

RESOLVED: That upon the recommendation of the Board of Finance and a request by the Superintendent of Schools, the sum of \$3,574,260 for the Board of Education FY26 building projects is hereby appropriated.

The total appropriation is broken down with the sum of \$3,376,290 along with bond and note authorization to the Educational Facilities Improvement Fund Account, the sum of \$25,000 to the Capital and Non-Recurring Account Fund Account and the sum of \$172,970 to the General Fund.

Motion: Upon the request of the Superintendent of Schools, the sum of \$3,037,790 along with bond and note authorization to the Educational Facilities Improvement Fund for SHS-002 Staples Auditorium is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, the sum of \$32,000 along with bond and note authorization to the Educational Facilities Improvement Fund for BMS-011 Upgrade Science Labs is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$30,000 along with bond and note authorization to the Educational Facilities Improvement Fund for SHS-025 Renovate Girls Locker Room (New Team Room) is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$25,000 along with bond and note authorization to the Educational Facilities Improvement Fund for SHS-031 Concession Stand for Field with Bathrooms is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$70,000 along with bond and note authorization to the Educational Facilities Improvement Fund for GFS-008 Roof Replacement and Repair, Exhaust Fans is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$172,970 to the General Fund for DW-008 Painting Exterior Façade Components is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$181,500 along with bond and note authorization to

the Educational Facilities Improvement Fund for SES-024 Replace Motorized Folding Partition (Gym) is hereby appropriated.

Motion: Upon the request of the Superintendent of Schools, to approve an appropriation in the amount of \$25,000 to the Capital and Non-Recurring Fund Account for SHS-006 Install Wireless Access Points to Athletic Fields is hereby appropriated.

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROPRIATING \$3,574,260 FOR COSTS ASSOCIATED WITH VARIOUS FISCAL YEAR 2026 BOARD OF EDUCATION BUILDING PROJECTS, AUTHORIZING THE ISSUANCE OF BONDS IN THE AMOUNT OF \$3,376,290 TO FINANCE A PORTION OF SUCH APPROPRIATION, AUTHORIZING \$172,970 OF SUCH APPROPRIATION TO BE PAID FROM THE GENERAL FUND AND AUTHORIZING \$25,000 OF SUCH APPROPRIATION TO BE PAID FROM THE CAPITAL AND NON-RECURRING ACCOUNT.

RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport, Connecticut (the "Town") hereby appropriates (the "Appropriation") the sum of Three Million Five Hundred Seventy-Four Thousand Two Hundred Sixty and 00/100 Dollars (\$3,574,260) for costs associated with various school building projects hereinafter listed including, but not limited to, construction, design, administrative, contingency, financing, legal and other soft costs.

Section 1. As recommended by the Board of Finance, a portion of the Appropriation in the amount of One Hundred Seventy-two Thousand Nine Hundred Seventy and 00/100 Dollars (\$172,970) is approved to be paid from the Town's General Fund for construction costs associated with districtwide painting of exterior facades, and the amount of Twenty-five Thousand and 00/100 Dollars (\$25,000) is approved to be paid from the Town's Capital Non-Recurring Account for design costs associated with wireless access points on athletic fields at Staples High School.

Section 2. As recommended by the Board of Finance and for the purpose of financing the balance of the Appropriation in the amount of Three Million Three Hundred Seventy-six Thousand Two Hundred Ninety and 00/100 Dollars (\$3,376,290), the Town is hereby authorized to borrow a sum not to exceed Three Million Three Hundred Seventy-six Thousand Two Hundred Ninety and 00/100 Dollars (\$3,376,290) 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 a portion of the Appropriation for the below projects (collectively, the "Project").

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|---|----------------|
| Staples High School (SHS-002): <i>Construction costs related to auditorium stage rigging, lighting and sound, and other related costs.</i> | \$3,037,790.00 |
| Staples High School (SHS-025): <i>Design costs related to the concession stands for fields with bathrooms, and other related costs.</i> | \$25,000.00 |

| | |
|---|----------------|
| Staples High School (SHS-031): <i>Design costs related to the renovations to girls' locker room, and other related costs.</i> | \$30,000.00 |
| Bedford Middle School (BMS-011): <i>Design costs related to the upgrade of science labs, and other related costs.</i> | \$32,000.00 |
| Greens Farms Elementary School (GFS-008): <i>Design costs related to roof replacement and repair, exhaust fans and other related costs.</i> | \$70,000.00 |
| Saugatuck Elementary School (SES-024) <i>Construction costs related to the replacement of a motorized partition in the gym, and related costs.</i> | \$181,500.00 |
| Total | \$3,376,290.00 |

Section 3. 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 4. The Bonds may be designated "Public Improvement Bonds," 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 5. 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 6. 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 7. 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 8. 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 hereof. 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 9. 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 financing 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. Any of the estimated amounts set forth for the school improvement projects above not required to meet the actual cost of any such project may be transferred to a different school improvement project set forth above by the First Selectman and the Finance Director, consistent with the applicable tax and other laws, as deemed necessary or advisable and in the best interests of the Town.

Section 10. 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.

(8)

RESOLVED: That upon the recommendation of the First Selectmen, the appointment of Deputy RTM Moderator, Lauren Karpf, to serve as the Town's alternate representative to the Western Connecticut Council of Governments per subsection (b) of Section 2-4 of the Code of Ordinances, for the term effective November 2025 through November 2027 is hereby approved.

(9)

RESOLVED: That upon the petition request from at least 20 Westport electors, a Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt is hereby adopted.



Kevin Christie, First Selectman

RECEIVED FOR RECORD
WESTPORT TOWN CLERK

2025 DEC 16 P 4: 06

Jeffrey M. Dunkerton
JEFFREY M.
DUNKERTON

MEMO

TO: Jeff Wieser, RTM Moderator
Jeff Dunkerton, Town Clerk

CC: Rosamund Koehler, Esq.
Eileen Lavigne, Esq., Assistant Town Attorney

FROM: Kevin Christie, First Selectman *KC*

DATE: December 11, 2025

RE: C.G.S. Sec. 13a-49. Discontinuance of highways or private ways.
7 High Gate Road

Notice is hereby given that at its public meeting of December 10, 2025, the Westport Board of Selectman unanimously approved the following resolution:

RESOLVED, that in accordance with C.G.S. Sec. 13a-49. Discontinuance of highways or private ways. the discontinuance of that certain piece of land situated in the Town of Westport, County of Fairfield and State of Connecticut, shown as "Proposed Road" and lying between Lot Number 37 on the north and Lots 38, 39 and 40 on the South as shown on "Map of Property of Mae L. Jennings, Westport Conn. April 1932," on file in the Westport Town Clerk's Office as Map 965, and further delineated on the "Zoning/Location Survey Map of Property prepared for Elizabeth Zobel & Ronald Zobel, 7 High Gate Road, Westport Connecticut, dated June 24, 2009 by Walter H. Skidd, Land Surveyor, LLC." is hereby APPROVED.

Kindly place this item on the next available agenda of the Representative Town Meeting for its review and approval. Attached are related documents.

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

KOETHER LEGAL SERVICES, LLC.

October 16, 2025

Jennifer Tooker, First Selectwoman
Andrea Moore, Selectwoman
Candice Savin, Selectwoman
110 Myrtle Lane
Westport CT 06880

RE: Petition to abandon a paper road at 7 High Gate Lane, Westport CT pursuant to CGS Sec 13a-49.

Dear Board of Selectwomen:

I write on behalf of Ronald & Elizabeth Zobel who own 7 High Gate Road. In 2008, the Zobels purchase 7 High Gate (V. 2931 P. 87). In 2011, the Zobels purchased a strip of land from their then neighbor, Ronald Bertasi (V3224 P 113). The Bertasis conveyed to the Zobels via Warranty Deed. For chain of title for Bertasi, see attached deeds (V 490 P.19 – Jennings to Bertasi; V 430 P 138 – Fortuna to Bertasi; V3224 P 112 - Renzulli to Bertasi).

According to the original subdivision, a copy of which is attached hereto as an exhibit, you will notice a paper road on Map 965 dated April 1932 and Map 10258 dated March 18, 2016. You will see thereon, that the Map depicts a 'proposed road' lying between Lot Number 37 on the north and lots 38, 39 and 40 on the south (Map 965). On Map 965, you can see that while this is the original subdivision map, the eventual layout of the subdivision ended up being different.

The 'proposed road' was never approved as road nor has it ever been used for a road nor right-of-way. The 'proposed road' has never been anything other than lawn which was owned by the predecessors of the Bertasi family and then the Zobel by virtue of the warranty deed from the Bertasis to the Zobel.

I had an extensive title search done by First American Title Insurance Company on 7 High Gate as well as the surrounding lots. First American concluded that title to the "proposed road" is 100% vested in the Zobel and that no other parties or property owners have any affirmative right to the "proposed road".

The Zobel wish to have this 'proposed road' officially abandoned by the Town so that they might have the opportunity to use their property without the restrictions that the 'proposed road' seemingly create.

Thank you for your assistance with this matter. Please let me know if there are further documents you need to assist with your decision process.

Sincerely,


Rosamond A. Koether, Esq.

10 SAUGATUCK AVENUE, SUITE 102
WESTPORT, CT 06880
(203) 856-4204

Sec. 13a-49. Discontinuance of highways or private ways. (a)(1) The selectmen of any town may, subject to approval by a majority vote at any regular or special town meeting, as applicable, by a writing signed by them, discontinue any highway or private way, or land dedicated as such, in its entirety, or may discontinue any part thereof or any property right of the town or public therein, except when laid out by a court or the General Assembly, and except where such highway is within a city, or within a borough having control of highways within its limits.

(2) Whenever the selectmen of a town meet to take final action on the discontinuance or partial discontinuance of a highway or private way, or land dedicated as such, the selectmen shall provide written notice of their meeting to each owner of property that bounds such highway or private way, or land dedicated as such. If, in the opinion of the selectmen, the boundary lines or limits of such highway or private way, or land dedicated as such, have become lost or uncertain, the selectmen shall make reasonable efforts to identify the boundary lines or limits of such highway or private way, or land dedicated as such, and shall give notice of such meeting to each owner of property that bounds such identified boundary line or limit in accordance with this subdivision. Such reasonable efforts need not include an examination of title, or abstracts thereof, or a land survey. The notice required pursuant to this subdivision shall not be required if the selectmen make a finding on the record, supported by articulated fact, that (A) such owner's property does not bound a part of such highway or private way, or land dedicated as such, or identified boundary line or limit of such highway or private way, or land dedicated as such, that is being discontinued, (B) such notice is not necessary, and (C) such property would not lose its sole access to a highway or private way, or land dedicated as such, because of such discontinuance or partial discontinuance. Such notice shall be provided by mailing a notice of the date, time, place and subject of such meeting of the selectmen to such owner at such owner's address, as shown on the last-completed grand list of the town, by first class mail postmarked not less than thirty days prior to the date of such meeting. Thirty days prior to the date of such meeting, the town shall post a sign conspicuously on both ends of such highway or private way, or land dedicated as such, or part thereof, which shall include the date, time, place and subject of such meeting, except that such sign shall only be required on one end of such highway or private way, or land dedicated as such, if the selectmen make a finding on the record, supported by articulated fact, that such sign is only necessary on one end of such highway or private way, or land dedicated as such.

(3) If the town discontinues any highway or private way, or land dedicated as such, or discontinues any part thereof or any property right of the town or public therein in accordance with subdivision (1) of subsection (a) of this section, the selectmen shall (A) provide written notice by certified mail, return receipt requested, of such discontinuance or partial discontinuance to the same persons to whom notice was sent pursuant to subdivision (2) of this section, and (B) after such written notice is sent, cause to be recorded on the land records of the town a notice of such discontinuance or partial discontinuance, which notice shall include (i) a listing of each parcel of property for which notice was required to be sent pursuant to subdivision (2) of this subsection, (ii) the name of the owner of each such parcel of property as shown in the last-completed grand list of the town, and (iii) the current assessor's map, block and lot number for each such parcel.

(4) (A) Except as provided in subparagraph (B) of this subdivision, any person aggrieved by a discontinuance or partial discontinuance under this subsection may, not later than one hundred twenty days after notice of discontinuance or partial discontinuance is recorded on the land records of the town pursuant to subdivision (3) of this subsection, apply to the superior court for the judicial district in which such town is located, in the manner prescribed in section [13a-62](#).

(B) Any owner of property who is aggrieved by the failure to receive the meeting notice required under subdivision (2) of this subsection may apply to the superior court for the judicial district in which such town is located not later than one hundred twenty days after notice of discontinuance or partial discontinuance is recorded on the land records of the town pursuant to subdivision (3) of this subsection. No discontinuance or partial discontinuance shall be invalidated by such court on the basis of the selectmen's failure to provide the meeting notice required under subdivision (2) of this subsection to an owner of property if the town establishes that (i) a meeting notice that meets the requirements of subdivision (2) of this subsection was mailed in accordance with subdivision (2) of this subsection to such owner's address, as shown in the applicable last-completed grand list of the town, or (ii) the selectmen made a good faith effort to identify the parcels of property

that bound the highway or private way, or land dedicated as such, or such identified boundary line or limit, in accordance with subdivision (2) of this subsection, and mailed notice in accordance with subdivision (2) of this subsection to each owner of such identified parcels of property, as shown in the applicable last-completed grand list of the town.

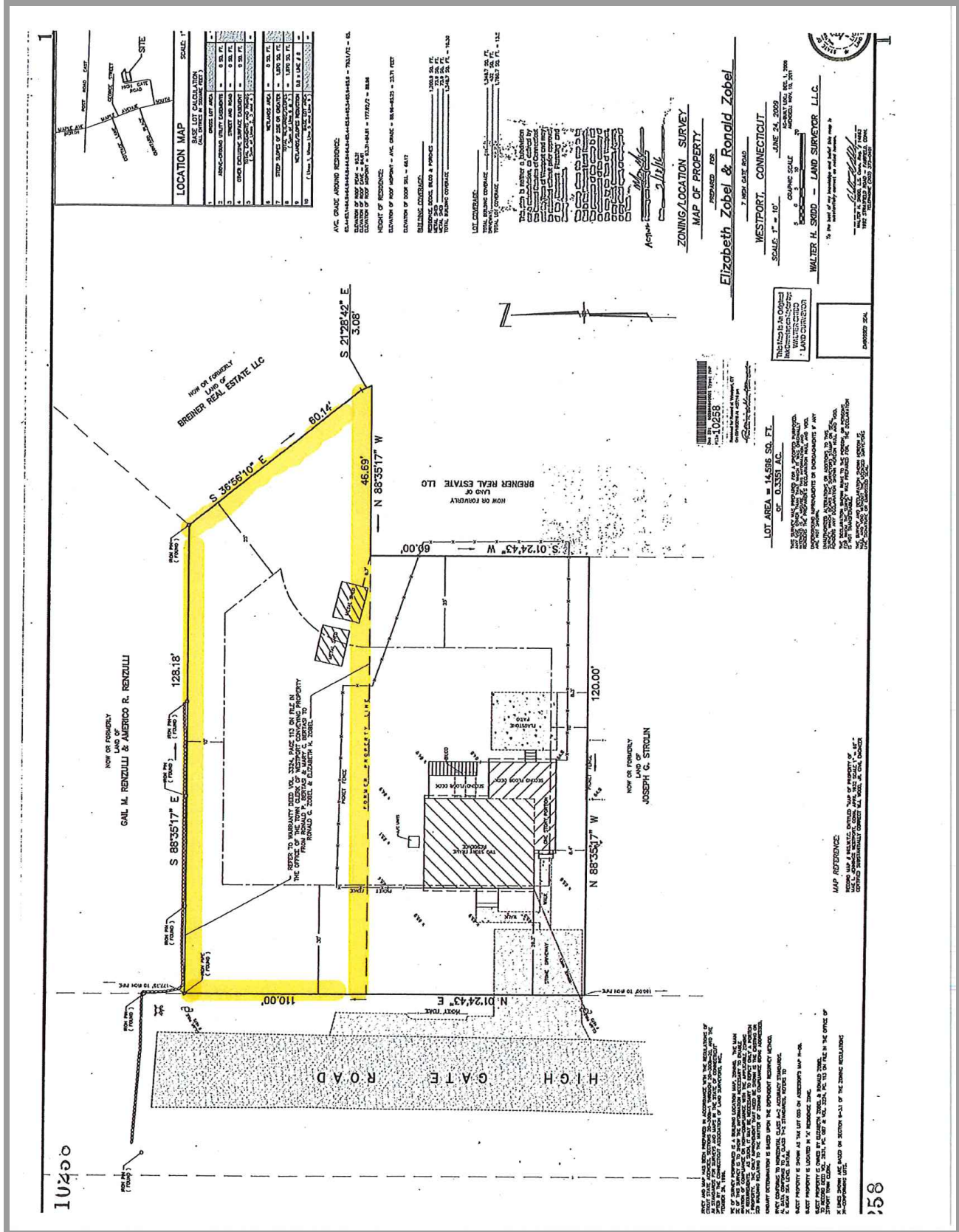
(b) Whenever a petition has been presented to the selectmen for such discontinuance or partial discontinuance of any land dedicated as a highway or private way but which has not been actually used, worked or accepted as a highway by the town, and such discontinuance or partial discontinuance has not been made by the selectmen and approved by the town within twelve months after such presentation, any person aggrieved may apply to the superior court for the judicial district in which such town is located, in the manner prescribed in section [13a-62](#).

NOTICE OF PUBLIC HEARING TO EACH OWNER OF PROPERTY THAT BOUNDS THE
“PROPOSED ROAD” ABUTTING THE NORTHERLY BOUNDARY OF
7 HIGH GATE ROAD

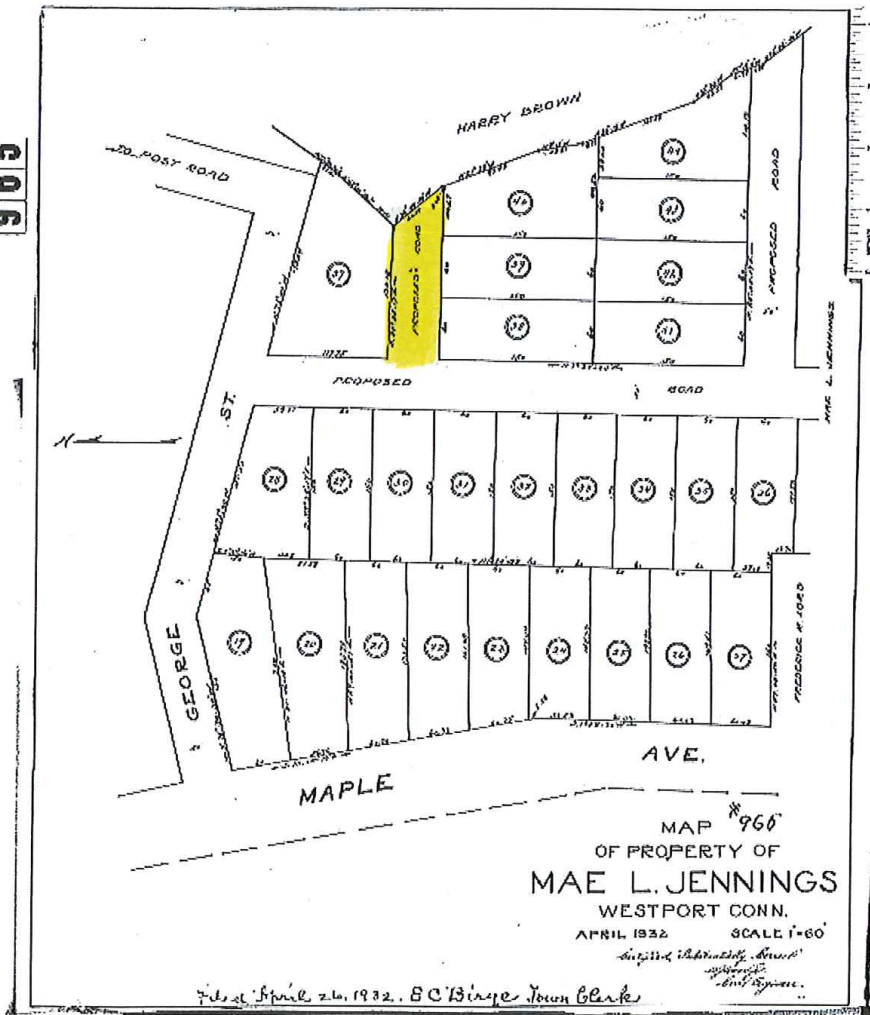
Notice is hereby given that the Westport Board of Selectmen will hold a public hearing on Wednesday, December 10, 2025, at 9:00 AM in the Westport Town Hall Auditorium, 110 Myrtle Avenue, Westport, Connecticut for, but not limited to, the following purpose:

To take such action as the meeting may determine, in accordance with C.G.S. Sec. 13a-49, to approve the discontinuance of the private way shown as the “Proposed Road” lying between Lot Number 37 on the north and Lots 38, 39 and 40 on the south on “Map of Property of Mae L. Jennings, Westport Conn., April 1932,” filed on the Westport Land Records as Map 965, and further shown as the northern portion of 7 High Gate Road on the “Zoning/Location Survey Map of Property prepared for Elizabeth Zobel & Ronald Zobel, 7 High Gate Road, Westport Connecticut, dated June 24, 2009” filed on the Westport Land Records as Map 10258.

Selectman’s Office
Westport, CT 06880
Dated November 7, 2025



965



Book: 490 Page: 19 Page: 1 of 1

Vol 490 PAGE 19
QUIT CLAIM DEED
(SURVIVORSHIP)

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE JENNINGS REALTY COMPANY, a Connecticut corporation located at 1015 Post Road East, Westport, Connecticut, acting herein by Sereno G. Jennings, its President, hereunto duly authorized, hereinafter designated GRANTOR, for the consideration of \$1.00, received to the full satisfaction of Grantor from RONALD P. BERTASI and MARY C. BERTASI, of 17 Maple Avenue South, Westport, Connecticut, hereinafter designated GRANTEEES, does by these presents remise, release and forever QUIT-CLAIM unto RONALD P. BERTASI and MARY C. BERTASI, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all the right, title, interest, claim and demand whatsoever which Grantor has or ought to have in or to:

FIRST PARCEL:

The premises shown as "proposed road", on which the private road known as George Street is located, as shown on "Map of Property of George S. Jennings Westport, Conn. April 1919" on file in the Westport Town Clerk's Office as Map 659.

SECOND PARCEL:

The premises shown as "proposed road", on which the private road known as High Gate Road is located, as shown on "Map of Property of Mae L. Jennings Westport, Conn. April 1932" on file in the Westport Town Clerk's Office as Map 965, together with the extension of High Gate Road as it is presently located from the southerly portion of the proposed road as shown on Map 965 in a westerly direction to highway, Maple Avenue South.

*and less than \$100.00

*Jennings
to
* Bertasi
8/3/78*

NO Conveyance Tax Collected
Joan M. Hyde
Town Clerk of Westport

TO HAVE AND TO HOLD the premises, with the appurtenances thereof, to the Granteee and to the survivor of them and to such survivor's heirs and assigns forever, so that neither Grantor nor the heirs of Grantor nor any person under Grantor or the heirs or successors of Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof; but therefrom Grantor and the heirs or successors of Grantor are by these presents forever barred and excluded.

IN WITNESS WHEREOF Grantor has hereunto set the hand and seal of Grantor this 3rd day of August A. D. 1978.

Signed, Sealed and Delivered in the presence of

Edwin K. Dimos
Edwin K. Dimos
Christine Preston
Christine Preston

THE JENNINGS REALTY COMPANY
By: *Sereno G. Jennings*
Sereno G. Jennings
Its President

STATE OF CONNECTICUT, FAIRFIELD COUNTY: ss Westport, August 3, 1978.

PERSONALLY APPEARED SERENO G. JENNINGS, PRESIDENT of THE JENNINGS REALTY COMPANY, signed and sealor of the foregoing instrument and acknowledged the same to be his free act and deed of said corporation, before me,

Edwin K. Dimos
Commissioner of the Superior Court
Edwin K. Dimos

Received for record AUG. 7, 1978 at 1:56 P. M. and recorded by *Joan M. Hyde*
Westport Town Clerk

Book: 490 Page: 138 Page: 1 of 1

.VOL 490 PAGE 138
QUIT CLAIM DEED
(SURVIVORSHIP)

KNOW ALL MEN BY THESE PRESENTS:

THAT, FORTUNA, INCORPORATED, a Connecticut corporation located at 144 Kenwood Avenue, Fairfield, Connecticut, acting herein by Mary Fortuna its Secretary hereunto duly authorized, hereinafter designated GRANTOR, for the consideration of \$1.00 but less than \$100.00, received to the full satisfaction of Grantor from RONALD P. BERTASI and MARY C. BERTASI, of 17 Maple Avenue South, Westport, Connecticut, hereinafter designated GRANTEES, does by these presents remise, release and forever QUIT-CLAIM unto RONALD P. BERTASI and MARY C. BERTASI, and to the survivor of them, and to the heirs and assigns of such survivor, forever, all the right, title, interest, claim and demand whatsoever which Grantor has or ought to have in or to the premises shown as "proposed road", on which the private road known as High Gate Road is located, as shown on "Map of Property of Mae L. Jennings Westport, Conn. April 1932" on file in the Westport Town Clerk's Office as Map 965, together with the extension of High Gate Road as it is presently located from the southerly portion of the proposed road as shown on Map 965 in a westerly direction to highway, Maple Avenue South.

Fortuna to Bertasi & all including 8.10.78

NO Conveyance Tax Collected
Joan M. Hyde
Town Clerk of Westport

TO HAVE AND TO HOLD the premises, with the appurtenances thereof, to the Grantees and to the survivor of them and to such survivor's heirs and assigns forever, so that neither Grantor nor the heirs of Grantor nor any person under Grantor or the heirs or successors of Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof; but therefrom Grantor and the heirs or successors of Grantor are by these presents forever barred and excluded.

IN WITNESS WHEREOF Grantor has hereunto set the hand and seal of Grantor this 10th day of August A. D. 1978.

Signed, Sealed and Delivered in the presence of
[Signature]
W. Bradley Morhouse
[Signature]
Eileen Armstrong

FORTUNA, INCORPORATED
By: *[Signature]* Mary Fortuna
Its Secretary
L. S.

STATE OF CONNECTICUT, FAIRFIELD COUNTY: ss Fairfield, August 10, 1978.

PERSONALLY APPEARED MARY FORTUNA, Secretary of Fortuna, Incorporated, GRANTOR, signer and sealer of the foregoing instrument and acknowledged the same to be her free act and deed ~~XXXXXXXXXXXXXXXXXXXX~~, as such officer and the free act and deed of said corporation, before me,
[Signature] Notary Public
Commissioner of the Superior Court W. Bradley Morhouse

Received for record AUG. 11, 1978 at 11:54 A. M. and recorded by Joan M. Hyde Westport Town Clerk

original deed into Zobel Aug 2008

Book: 2931 Page: 87 File Number: 1029 Page: 1 of 2

Doc ID: 001105970002 1, no: LAN
Book 2931 Page 87 - 88
File# 1029

SPECIAL WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT, NOVASTAR MORTGAGE INC acting herein by Saxon Mortgage Services, Inc. as attorney-in-fact by Power of Attorney recorded simultaneously herewith (hereinafter referred to as "Grantor"), for the consideration of FOUR HUNDRED NINETY-TWO THOUSAND and 00/100 DOLLARS (\$492,000.00), received to its full satisfaction of ELIZABETH ZOBEL and RONALD ZOBEL (hereinafter referred to as "Grantee"), does give, grant, bargain, sell and confirm unto the Grantee, and the survivor of them, and their heirs and assigns forever, the following described real property:

That certain piece or parcel of land, situated in the Town of Westport, County of Fairfield and State of Connecticut, known as 7 High Gate Road, and more particularly described in SCHEDULE A attached hereto and made apart hereof.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, and the survivor of them, and their heirs and assigns of the survivor of them forever, to them and their own proper use and behoof.

AND ALSO, it, the said Grantor, does for itself, its successors and assigns, covenant with the said Grantee, their heirs and assigns, that Grantor has not done or suffered anything whereby the said real property has been encumbered in any way whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 5th day of August, 2008.

Signed, sealed and delivered in the presence of:

NOVASTAR MORTGAGE INC acting herein by Saxon Mortgage Services, Inc.

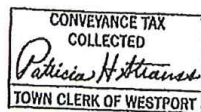
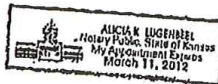
Lisa Davis
Lisa Davis
Mark Allard
Mark Allard
STATE OF Kansas) ss:
COUNTY OF Johnson)

By Mike Pearce
Mike Pearce
His
Duly Authorized AVP

On this the 5th day of August, 2008, personally appeared

Mike Pearce as AVP of Saxon Mortgage Services, Inc. as Attorney-in-Fact aforesaid, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said Grantor, before me.

Oliver Kugendel
Notary Public
My Commission Expires: 03/11/2012



Town - \$1,230.00
State - \$2,460.00

Book: 2931 Page: 87 File Number: 1029 Page: 2 of 2

SCHEDULE A

Property Description

ALL that certain piece, parcel or tract of land together with the buildings and improvements thereon, situated in the Town of Westport, County of Fairfield and State of Connecticut, being the northerly portion of Lots 38 & 39, on map entitled, "Map of Property of Mae L. Jennings, Westport, Conn., April 1832 Scale 1" - 60'" on file in the Westport Town Clerk's Office as Map No. 885, and bounded:

WESTERLY: by "Proposed Road", as shown on said map now known as Highgate Road, 60 feet;

NORTHERLY: by land now or formerly of Mae L. Jennings (shown as a proposed road on the map), 120 feet;

EASTERLY: by Lot 40 shown on the map, being land now or formerly of Ernest Brenner, et al, 60 feet; and

SOUTHERLY: by the remaining portions of Lots 38 & 39 shown on map, land now or formerly of Joseph G. Strain and Harlene J. Strain, Jr. 120 feet.

TOGETHER WITH A right of way for all purposes over the private road, High Gate Road, so-called, to the public roads, South Maple Avenue and George Street, so-called.

Said premises subject to :

Taxes to the Town of Westport on the Grand List of 10/1/07 and thereafter Charges/Association fees due to High Gate Road Special Taxing District.

Received for Record at Town of Westport, CT
On 08/20/2008 At 2:08:47 pm

Patricia H. Strauss
Patricia H. Strauss, Town Clerk

CONVEYANCE TAX
 320 Park Road Westport
 Westport CT 06880

Book: 3224 Page: 113 File Number: 1124 Page: 1 of 1

TYPESET BY
 Typset LAM
 Book: 3224 Page: 113
 Filed: 11/24

Conveyance
 of
 "proposed
 road"
 from
 Bertasi
 to
 Zobel
 8/2011

WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That Ronald P. Bertasi and Mary C. Bertasi, of Westport, CT 06880, herein designated as the Grantors, for the consideration of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS received to the full satisfaction of the Grantors, from Ronald G. Zobel and Elizabeth H. Zobel, whose mailing address is 7 Highgate Road, Westport, CT 06880, herein designated as the Grantees, do hereby give, grant, bargain, sell and convey to the Grantees, and to the survivor of them and to such survivor's heirs and assigns forever, the premises as follows:

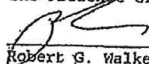
Shown as "PROPOSED ROAD" and lying between Lot Number 37 on the north and Lots 38, 39 and 40 on the South as shown on Map of Property of Mac L. Jennings Westport, Conn. April 1932, on file in the Westport Town Clerk's Office as Map 965.

TO HAVE AND TO HOLD the premises hereby conveyed with the appurtenances thereof, unto the Grantees and unto the survivor of them and unto such survivor's heirs and assigns forever, to their proper use and behoof, and the Grantors do for themselves, their heirs, successors and assigns covenant with the Grantees and with the survivor of them and with such survivor's heirs and assigns, that the Grantors are well seized of the premises as a good indefeasible estate in FEE SIMPLE; have good right to grant and convey the same in manner and form as herein written and the same are free from all encumbrances whatsoever, except as herein stated.

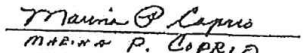
AND FURTHERMORE, the Grantors do by these presents bind themselves and their heirs, successors and assigns forever to WARRANT AND DEFEND the premises hereby conveyed to the Grantees and to the survivor of them and to such survivor's heirs and assigns against all claims and demands whatsoever, except as herein stated.

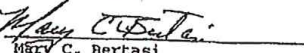
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26th day of August, 2011.

Signed, Sealed and Delivered in the Presence of or Attested by


 Robert G. Walker


 Ronald P. Bertasi

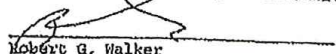

 MARIA P. CAPRIO


 MARY C. BERTASI

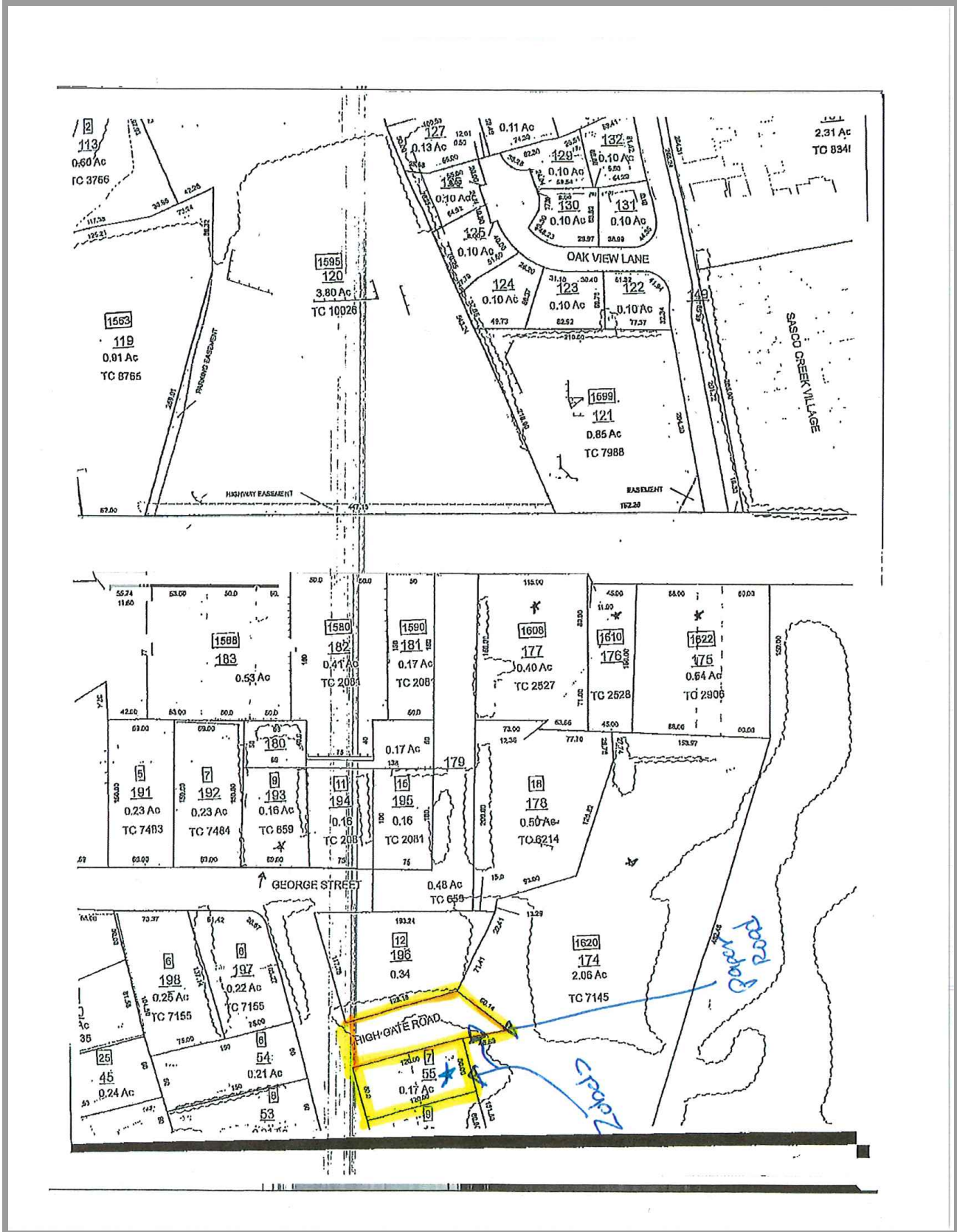
STATE OF CONNECTICUT)
) ss. Westport
 COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this 26th day of August, 2011, by Ronald P. Bertasi and Mary C. Bertasi.

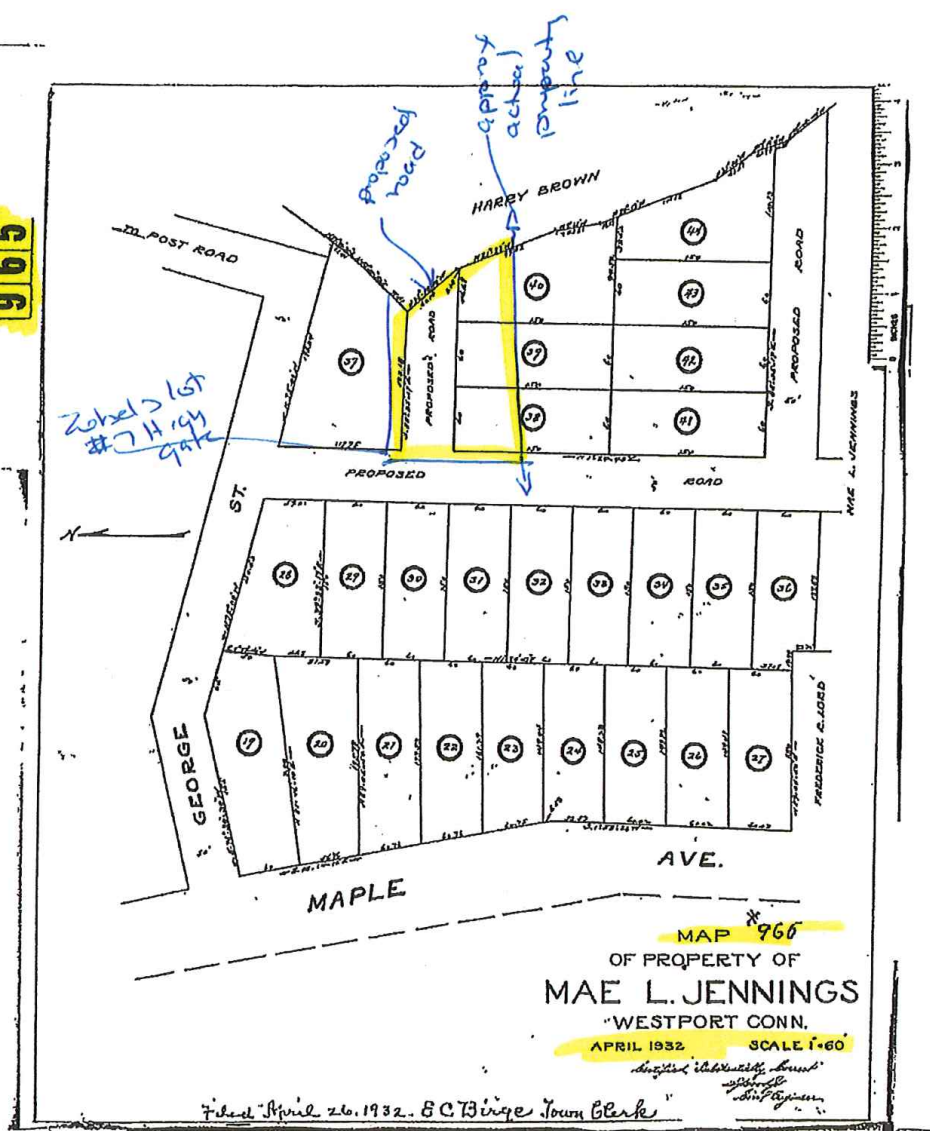
CONVEYANCE TAX
 COLLECTED
 Patricia H. Strauss
 TOWN CLERK OF WESTPORT
 State \$37.50
 Town \$12.50


 Robert G. Walker
 Commissioner of the Superior Court

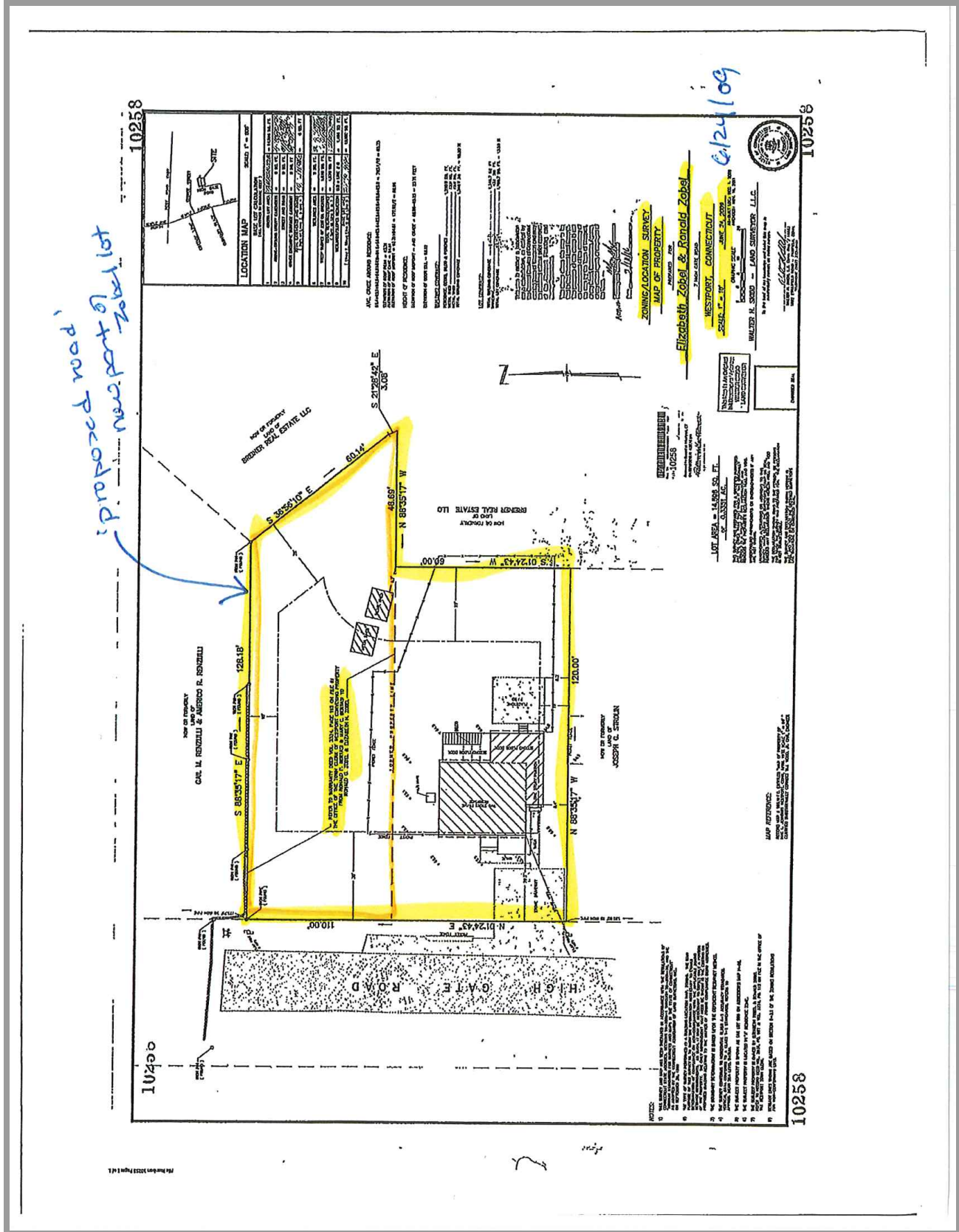
Received for Record at Town of Westport, CT
 On 08/01/2011 At 11:33:32 am



965



* you can see that while this was the original subdivision map, this is not how the lots were actually laid out. Lots shown here horizontally were developed vertically. I have drawn a line to approximate the actual property line.



Monday, January 5, 2026
RTM Planning & Zoning Committee Meeting Zoom Meeting

Discontinuance of proposed road

To take such action as the meeting may determine, in accordance with C.G.S. Sec. 13a-49 (Discontinuance of highways or private ways), to approve the discontinuance of a proposed private roadway identified as "Proposed Road" and lying between Lot 37 and Lots 38, 39, and 40 on Map #965

In attendance for:

RTM Planning & Zoning Committee

- Matt Mandell
- Seth Braunstein
- Jay Keenan
- Karen Kramer
- Wendy Batteau
- Ellen Lautenberg
- Kristin Purcell
- Alma Sarelli
- Josh Newman
- Jill Grayson
- Jennifer Johnson

Others in Attendance:

Rosemund Koether, representing the applicant
Eileen Lavigne - Town Attorney

On the evening of Monday, January 5th, 2026, the RTM P&Z Committee met virtually via ZOOM to discuss the discontinuance of a proposed private roadway that lies between Lots 37, 38, 39, and 40 on map 965.

Ms. Koether explained that the goal for her client was to officially discontinue the proposed roadway so that the survey and other paperwork could accurately reflect the way the property is and always has been used. She further explained that this proposed roadway was originally introduced several decades ago and was never actually put into use.

There were several questions about who owns the property as well as the surrounding property, some noting that the last names of the property's involved were very similar, but it was determined these were all separate owners with no shared interest in the outcome.

The town attorney, Eileen Lavigne, was asked her opinion and she said that she recommended the approval of the discontinuation because she recognized that while it's a proposed road, it was never built and the Town has done this prior in other circumstances.

It was noted that by discontinuing this proposed roadway, it would allow the current property owners the opportunity to expand their house, if they wanted to, because P&Z would no longer view the property as

abutting a road. It would provide them with flexibility. Everyone agreed that seemed the right thing to do.

A motion was made by Jay Keenan and seconded by Wendy Batteau with a unanimous vote of 11-0 in favor of the motion.

Submitted by
Matthew Mandell
Chair RTM P&Z aided by Melissa Levy Chair RTM Transit



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

MEMORANDUM OF UNDERSTANDING

This will memorialize the understanding between the Town of Westport and Hook'd On The Sound LLC with respect to certain improvements and changes applicable to the Compo Beach Pavilion, Halfway House and Longshore Pavilion under the Food and Beverage Concession and Lease dated August 27, 2020 (the "Lease").

The following individuals were present at the Parks & Recreation Department office on March 1, 2023 to discuss operations at the Compo Beach Pavilion: Jennifer Fava; Itai Shoffman; Rick Giunta; David Floyd; Saurav Ghosh.

All acknowledged that public complaints and negative press reports during 2022 reflected badly on the Town, resulting in considerable public pressure on the Town to terminate the Lease. Mr. Shoffman pledged to use his best efforts to address the conditions cited in those complaints and press reports.

Based upon the meeting on March 1, 2023 and subsequent emails, the following has been agreed upon for the 2023 season.

2023 Beach Season:

A. 2023 Beach Season Dates and Operating Hours

Season: April 28 – October 15

| | |
|---|---------------------------------|
| April 28 – Friday before Memorial Day: | 11am – 7pm |
| Saturday before Memorial Day – Labor Day: | Weekdays 11am – 7:30pm |
| | Weekends/Holidays 10am – 7:30pm |
| Tuesday after Labor Day – October 1 | 11am – 7pm |
| October 2 – October 15 | 11am – 6pm |

B. Interior/Exterior appearance and décor of Compo Beach Pavilion Space:
Hook'd agrees to create a more "beachy" and "fun" atmosphere as presented in proposal provided on March 15, 2023.

Interior:

1. Enhance indoor décor with beach-themed props and visuals ("surf shack" style) by April 28.
2. Indoor games/activities to be added prior to opening on April 28. Layout sketch to be provided to Town by April 14.
3. Branded merchandise – Tees and hats

Exterior:

1. Branded umbrellas to be placed in alcove adjacent to pavilion. Mock-up to be provided to Town by April 14. Installation dependent upon delivery of goods.

2. Directional signage/open & closed signage – complete by April 28
3. Modular A-frame menu boards and specials – complete by April 28
4. Interior/exterior signs & menus – complete by April 28
5. Message board to be supplied and installed by Town by April 28.
6. Outdoor Counter – yet to be determined. Hook'd to provide more information.

C. Display of operating hours at Compo Beach Pavilion:

The Town will install a message board on the exterior wall of the Compo Beach Pavilion to be used by Hook'd to display hours of operations, menus, special events, etc. Hook'd must have these hours posted at all times.

D. Menu and Condiments at Compo Beach Pavilion:

The menu as presented to the Town on March 15, 2023 is accepted. As discussed, Hook'd will provide more variety of items such as condiments, candy, ice cream. Hook'd will also work to improve inventory supplies.

Hook'd to integrate daily deals (i.e. "Wings Wednesday," "Taco Tuesday")

Hook'd to add ice cream/food cart no later than the Saturday before Memorial Day.

E. Signature & Community Events:

South Beach:

June 16 – Per contract cannot sell alcohol. Theme to be determined.

August 26 – End of Summer BBQ

Alcove Next to Pavilion

June 3 – Pizza and Icees

June 29 or 30 (Fireworks) – Burgers/Dogs on the Grill (Open until 9pm)

July 8 – Wings Fest

August 12 – Caribbean theme

F. Staffing:

1. Bringing in "seasoned" managers that already have experience with Hook'd management.
2. Manager will circulate among the 3 locations.
3. Continue to use local staff for front of the house positions.

2023 Golf Season:

G. 2023 Golf Season Dates and Operating Hours

Season: April 22 – November 1

April 22 – Friday before Memorial Day 9am – 5pm

Saturday before Memorial Day – Labor Day 9am – 6pm

Tuesday after Labor Day – November 1 9am – 5pm

Dates and hours of operation must be posted at all times and visible from the exterior of the Halfway House.

2023 Pool Season:

H. 2023 Pool Season Dates and Operating Hours

Season: May 27 – September 4

Saturday before Memorial Day – June 16

Weekdays 3pm – 7pm

Weekends 11am – 7pm

June 17 – Labor Day

Daily 11am – 7pm

I. Improvements at Longshore Pavilion:

Exterior:

1. Addition of bistro lights, exterior modular displays so it appears more “open.” To be completed prior to May 27.

2023 Skating Season:

- J. The skating season will be determined once a new agreement is set with the ice rink management.

For All Locations:

K. Staffing

1. Hook’d to provide additional training on customer service, attire, etc.
2. Hook’d to provide appropriate staffing levels so that operations are not understaffed or not staffed at all when someone is on break.
3. Hook’d to ensure staff are not to bring children to the workplace.
4. Hook’d to ensure properties are operational during all hours/dates of operation (not opening late or closing early).

L. Cleanliness

1. Hook’d to maintain all kitchen and service areas are clean and in accordance with Health District regulations.
2. Hook’d to maintain clean service and sitting areas including, but not limited to, cleaning of tables, removal of trash, mopping/hosing down of floors as often as necessary to maintain a neat and clean appearance.

Ms. Fava authorized the above adjustments for the 2023 Season:

Dated April 12, 2023.

HOOK’D ON THE SOUND LLC

TOWN OF WESTPORT

By _____
Itai Shoffman, Its Manager

By 
Jennifer Fava, Director of
Parks & Recreatio

ASSIGNMENT OF CONCESSION AND LEASE

This Assignment of Concession and Lease (“Assignment”) is entered into this 21 day of June, 2021 by and between the **TOWN OF WESTPORT**, 110 Myrtle Avenue, Westport, Connecticut 06880, hereinafter “Landlord”; and **UPSILON ENTERTAINMENT GROUP, LLC**, a New York limited liability company with an address at 4 Durham Road Larchmont, New York, 10538, hereinafter “Assignor Tenant”; and **HOOK’D ON THE SOUND LLC**, a Connecticut limited liability company with an address at 60 Compo Beach Road, Westport, CT 06880, hereinafter “Assignee Tenant.”

RECITALS:

WHEREAS, Landlord and Assignor Tenant are parties to that certain Food and Beverage Concession and Lease dated August 27, 2020, as amended by that certain Rider to Food and Beverage Concession and Lease dated August 27, 2020 (together, hereinafter “Concession and Lease”), a copies of both of which is attached hereto, incorporated herein by reference, and made a part hereof; and

WHEREAS, on or around the time that the Concession and Lease was executed and delivered by the parties, the Assignor Tenant advised the Landlord of its desire to assign the Concession and Lease to the Assignee Tenant, and the Assignee Tenant obtained insurance and commenced operations under the Concession and Lease with the knowledge of the Landlord; and

WHEREAS, the parties wish to memorialize in writing the assignment of the Concession and Lease and the Landlord’s consent thereto, and to make other changes as provided herein; and

WHEREAS, Assignor Tenant desires to assign all of its rights and responsibilities under the Concession and Lease to the Assignee Tenant; and

WHEREAS, Assignee Tenant desires to assume all of Assignor Tenant’s rights, responsibilities, title and interests in the Concession and Lease; and

WHEREAS, Landlord desires to consent to such assignment;

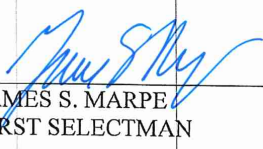
NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The above Recitals are an integral part of this Assignment, are incorporated herein by reference, and are as binding and enforceable on the parties as the other provisions of this Assignment.
2. In accordance with Section 20 of said Concession and Lease, the Landlord, acting through its authorized representative, hereby consents to the Assignor Tenant's assignment of said Concession and Lease to Assignee Tenant and to the release of Assignor Tenant from any obligations under the Concession and Lease, effective August 27, 2020.
3. The Concession and Lease is hereby amended as follows:
 - a. Section 14 is amended to add the following sentence at the end of the first paragraph thereof:

“The Tenant waives any rights to recovery against the Town for a property loss covered by insurance containing a waiver of subrogation clause, to the extent of the loss covered thereby.”
 - b. Section 14(d) is amended to replace \$5,000,000 with \$2,000,000.
4. Assignor Tenant hereby irrevocably releases and discharges the Landlord from any and all obligations owed by the Landlord to Assignor Tenant under the Concession and Lease.
5. Assignor Tenant hereby assigns all of its right, title and interest in said Concession and Lease to Assignee Tenant, and Assignee Tenant hereby assumes all of the Assignor Tenant's right, title and interest in the Concession and Lease and hereby agrees to be bound by all of the terms and conditions of the Concession and Lease as the new Tenant, effective as of August 27, 2020.
6. All other terms and conditions of said Concession and Lease, not amended herein, shall remain in full force and effect.

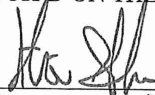
IN WITNESS WHEREOF, the parties execute this Assignment of Concession and Lease as of the date first above written.

LESSOR:
TOWN OF WESTPORT



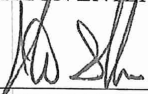
JAMES S. MARPE
FIRST SELECTMAN

Assignee Tenant:
HOOK'D ON THE SOUND, LLC



PRINT NAME: J.W. Shefferson
PRINT TITLE: Principal

Assignor Tenant:
UPSILON ENTERTAINMENT GROUP, LLC



PRINT NAME: J.W. Shefferson
PRINT TITLE: Principal

Revised November 18, 2025 10:45 a.m.

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is dated as of November 18, 2025 (the “Effective Date”) by and between the **TOWN OF WESTPORT** (the “Town”) and **HOOK'D ON THE SOUND LLC** (“Hook'd”). The Town and Hook'd are each sometimes referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

RECITALS

- A. The Town and Hook'd are parties to a Food and Beverage Concession and Lease dated August 7, 2020 (the “Concession and Lease”) and a Rider to Food and Beverage Concession and Lease dated August 27, 2020 (the “Rider”) and collectively with the Concession and Lease, the “Lease”) pursuant to which Hook'd leases from the Town certain Premises, as defined in the Lease, including the Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space. For purposes of this Agreement, the Premises are sometimes also referred to as the “Facilities”.
- B. The Lease provides for an Initial Term ending on November 15, 2025 and two 5-year extension options which allow for extension to November 15, 2030 and November 15, 2035, respectively (the “Extension Periods”).
- C. Hook'd delivered notice of exercise of the extension options but the Town and Hook'd have been unable to agree upon terms and conditions applicable to the Extension Periods.
- D. Negotiations over the terms and conditions applicable to the Extension Periods having reached an impasse, the Town and Hook'd now desire to provide for the early termination of the Lease in conjunction with a forthcoming solicitation of proposals by the Town for a new food service operator at the Facilities (“FSO”).

NOW THEREFORE, the Parties agree as follows.

1. **Turnover Date.** The Term will expire on December 31, 2025 (the “Turnover Date”). Notwithstanding, if the appropriation and approval contingencies described in Section 9 of this Agreement are not satisfied by December 31, 2025, then the Town shall have the right to extend the Turnover Date by up to fifteen (15) days (i.e., to no later than January 15, 2026) by delivering written notice to Hook'd. Notwithstanding, the Parties understand and agree that Hook'd will not conduct activities at the Longshore Pavilion with respect to the Skating Season beginning November 16, 2025.

2. **Financial Arrangements.** Subject to satisfaction of the appropriation and approval contingencies described in Section 9 of this Agreement, the Town will make the following credits and payments.

a. The Town is holding two (2) \$40,000.00 checks drawn by Hook'd and payable to the Town (the “Escrowed Rent Checks”). The Escrowed Rent Checks represent Hook'd's Base Rent payment due on July 15, 2025 and September 1, 2025, respectively. Hook'd shall remain fully

obligated to pay the Base Rent payments due on July 15, 2025 and September 1, 2025, respectively, which shall be treated as unpaid rent due and owing under the Lease unless and until the Town confirms, in its sole and reasonable discretion, that Hook'd has fully and timely performed all obligations under this Agreement and under the Lease through the Turnover Date, including those set forth in Section 3, below. The Town will attempt to deposit the Escrowed Rent Checks in the Town's bank account upon Hook'd's approval of this Agreement. If one or both of the Escrowed Rent Checks is not accepted for deposit by the Town's bank or otherwise uncollectible, then Hook'd will deliver to the Town a replacement check or checks payable to the Town immediately upon receipt of written notice from the Town.

b. If, as of the Turnover Date, as determined by the Town in its sole discretion, Hook'd has fully complied with each and every obligation under this Agreement, including, without limitation Section 3, below, and there is no uncured Event of Default by Hook'd under Section 7 of the Lease, then the Town will deliver to Hook'd two checks payable to Hook'd as follows: (i) one check in the amount of \$275,000.00 to be classified as an early termination fee; and (ii) one check in the amount of \$8,333.33 to be classified as a refund of the Security Deposit held by the Town. The Town will deliver the checks within one (1) week of the satisfaction of the appropriation and approval contingencies described in Section 9 of this Agreement.

3. **Hook'd Obligations On Or Before The Turnover Date.** On or before the Turnover Date, Hook'd will: (a) vacate the Premises; (b) leave the Premises in broom clean condition and free of all trash, debris and unused supplies, food and inventory; (c) leave within the Premises all Town-owned fixtures and equipment listed in Exhibit D, Exhibit E and Exhibit F of the Lease; (d) leave within the Premises all of the trade fixtures and equipment installed by Hook'd pursuant to Section 12(b) of the Lease; (e) leave within the Premises all of the property of Hook'd listed on Schedule A; (f) repair all damage caused to the Premises by employees, agents and contractors of Hook'd in connection with the removal of property from the Premises; and (g) deliver to the Town all keys and pass codes to the Premises. The Town's acceptance of possession shall not constitute a waiver of any deficiency or claim. The Town will perform a final inspection (walk through) of the Premises at a mutually agreed time on or before the Turnover Date.

4. **Press Release and Non-Disparagement.** The Parties will issue a joint press release announcing the amicable transition of the food service operations at the Facilities. A copy of the press release will be circulated and agreed-to prior to the Turnover Date. The Town's elected and appointed officials and the principals of Hook'd, respectively, will refrain from making negative or disparaging comments and remarks about the other Party or the other Party's members, managers, employees, or elected and appointed officials, to members of the press or in blogs, on social media and the like. Without limiting the generality of the foregoing: (a) the principals of Hook'd will not make any negative or disparaging comments about the condition of the Facilities or the Town's elected or appointed officials or employees to any prospective FSO; and (b) the Town's elected and appointed officials will not make any negative or disparaging comments about Hook'd, its operations, personnel or quality of food or service. Hook'd acknowledges that the Westport Representative Town Meeting (and subcommittees thereof) will hold public meetings at which this Agreement will be discussed and that nothing in this Agreement shall be construed as restricting the free expression of thoughts and opinions by individual RTM members in public meetings.

5. **Mutual Releases.** If Hook'd timely complies with all of its obligations under the Lease and this Agreement, then the Town will release and hold harmless Hook'd from all claims and causes of action that the Town may have with respect to the Lease and the condition of the Premises, provided that nothing in this Agreement shall be construed as a waiver or release of any obligation for payment of property taxes. If the Town timely complies with all of its obligations under the Lease and this Agreement, then Hook'd will release and hold harmless the Town from any and all claims and causes of action that Hook'd may have against the Town with respect to the Lease and the condition of the Premises.

6. **TIME IS OF THE ESSENCE** with respect to the performance by Hook'd of its obligations under this Agreement. If Hook'd fails to timely meet any of its obligations under Section 3 of this Agreement, then the Town shall be entitled to all of its legal rights and remedies against Hook'd, including, without limitation, immediately pursuing a summary process (eviction) action and instituting a civil action to recover any and all sums due to the Town under the Lease.

7. **Lease Termination.** Except as modified by the provisions of this Agreement, the terms and conditions of the Lease shall remain in full force and effect and shall be complied with by the Town and Hook'd. If Hook'd and the Town have complied with all of their respective obligations under this Agreement as of the Turnover Date, then the Lease shall thereafter be of no further force and effect.

8. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties agree that this Agreement may be transmitted between them by facsimile or electronic mail and, upon evidence of receipt of same, shall constitute delivery of this Agreement. The Parties intend that faxed or electronic signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or electronic) of both Parties is binding on the Parties once sent via facsimile or via electronic mail.

9. **Appropriation and Approval Contingency.** Notwithstanding anything in this Agreement to the contrary, the Town shall have the right to declare this Agreement null and void ab initio if, on or before December 31, 2025, either of the following conditions has **not** been satisfied: (a) an appropriation of funds by the Town's Representative Town Meeting sufficient to meet the Town's payment obligation under Section 2(b)(i), above (i. e., the early termination fee); and (b) an affirmative vote by the Town's Board of Selectmen to approve the terms of this Agreement.

10. **Miscellaneous.** Except as otherwise provided in this Agreement, capitalized words and phrases used in this Agreement shall have the meanings ascribed to them in the Lease. This Agreement shall be binding upon the successors and permitted assigns of the Parties. The Recitals are to be considered part of this Agreement.

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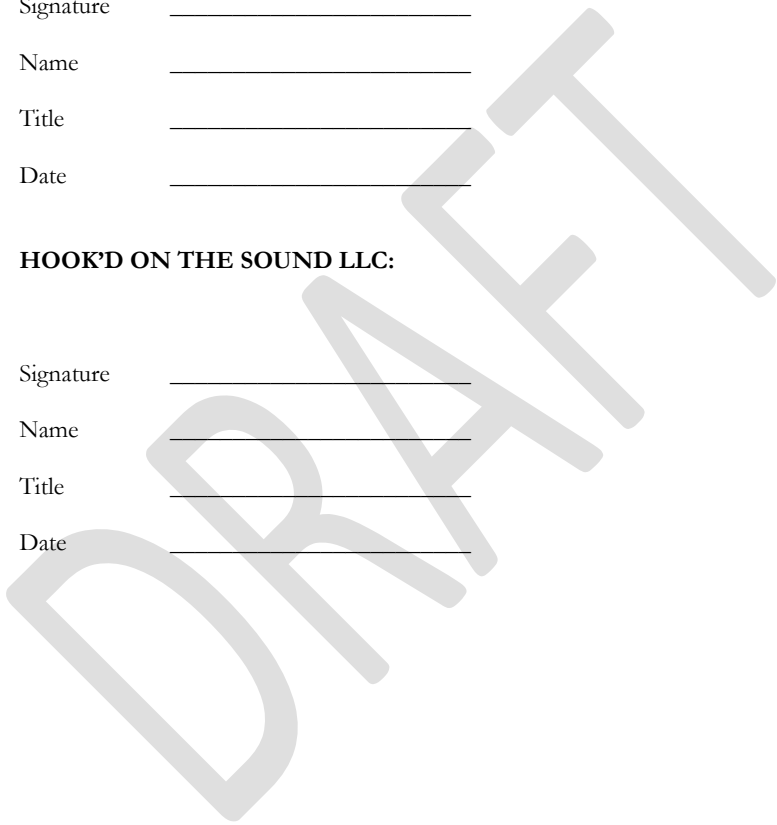
IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on the date(s) below written, the date of this Agreement being as of the Effective Date, if different than the date of execution for either Party.

TOWN OF WESTPORT:

Signature _____
Name _____
Title _____
Date _____

HOOK'D ON THE SOUND LLC:

Signature _____
Name _____
Title _____
Date _____



{Signature page to Settlement Agreement}

**SCHEDULE A
PROPERTY OF HOOK'D TO BE LEFT IN THE PREMISES**

{See separate 2-page PDF file for the time being. The PDF file will be incorporated into this document when ready for signing.}

DRAFT

Second page of Schedule A

DRAFT

FOOD AND BEVERAGE CONCESSION AND LEASE

This Food and Beverage Concession and Lease is dated as of August 27, 2020 by and between the TOWN OF WESTPORT (the "Town") and UPSILON ENTERTAINMENT GROUP, LLC (the "Tenant").

1. **The Premises.** The Town hereby leases to the Tenant the following premises located in Westport, Connecticut:

- a. The kitchen, food preparation and patron service areas situated in the building known as the Pavilion at Compo Beach (the "Compo Beach Pavilion Space"), which premises are more particularly shown on Exhibit A;
- b. The building known as the Halfway House, located at Longshore Club Park, Westport, Connecticut (the "Halfway House"); and
- c. The kitchen, food preparation and patron service areas situated in the building known as the Longshore Pavilion, located at Longshore Club Park, Westport, Connecticut shown on Exhibit B (the "Longshore Pavilion Space").
- d. The Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space are sometimes referred to collectively as the "Premises".

2. **Definitions.**

- a. "Base Rent" means, for each Lease Year, the amount indicated in the column labeled *Base Rent Per Lease Year* in the table at Paragraph 5.
- b. "Beach Season" means April 15 through and including October 31.
- c. "Concession" means a fast food and beverage service business. The term describes the use of the Premises that is authorized and permitted under this Lease.
- d. "Effective Date" means April 1, 2020.
- e. "Golf Season" means April 1 through and including November 15.
- f. "Gross Revenue" means the total dollar amount of receipts from the sale of food, beverages and Ancillary Items at the Premises.
- g. "Gross Revenue Percentage" means, for each Lease Year during the Initial Term, the percentage indicated in the column labeled *Gross Revenue Percentage* in Paragraph 5.

- h. "Lease" means this Food and Beverage Concession and Lease.
- i. "Lease Year" means November 16 through November 15.
- j. "Operating Season" means any of the following: a Beach Season; a Pool Season; a Skating Season; or a Golf Season.
- k. "Pool Season" means the Saturday before Memorial Day through and including Labor Day.
- l. "Requisite Hours" means and includes the Beach Pavilion Requisite Hours, the Halfway House Requisite Hours and the Longshore Pavilion Requisite Hours.
- m. "Revenue Supplement" means, for each Lease Year, the amount, if any, by which the product of the Gross Revenue and the Gross Revenue Percentage exceeds the Base Rent. *Example A: For the Lease Year beginning 11/16/2023 and ending 11/15/2024, the Gross Revenue is \$1,100,000. Revenue Supplement = $(\$1,100,000 \times .12) - \$120,000 = \$12,000$. Example B: For the Lease Year beginning 11/16/2023 and ending 11/15/2024, the Gross Revenue is \$1,250,000. Revenue Supplement = $(\$1,250,000 \times .12) - \$120,000 = \$30,000$.*
- n. "Skating Season" means November 16 through and including March 15.
- o. "Term" means the period of time during which Tenant is entitled possession of the Premises in accordance with the provisions of this Lease, but does not include any hold over period.

3. **Initial Term and Extension Options.**

- a. Unless sooner terminated pursuant to the provisions of this Lease, the Term shall begin on the Effective Date and end on November 15, 2024 (the "Initial Term").
- b. The Tenant shall have the option to extend the Initial Term for two 5-year periods, beginning November 16, 2024 and November 16, 2029, respectively, subject to such conditions as are mutually agreed upon by the Town and the Tenant.

4. **The Concession.** The Tenant shall have the right to use the Premises to operate the Concession and for no other purpose. The Tenant's right to operate the Concession shall terminate upon the expiration of the Term or earlier termination of this Lease by the Town without requirement for any separate declaration or Notice. The Concession is subject to restrictions, as specified below.

5. **Rent.** For the privilege of operating the Concession at the Premises, Tenant shall pay rent as follows. Base Rent for each Lease Year will be due in three (3) installments on

June 1, July 15 and September 1, as indicated in the following table. If, for any Lease Year, the product of the Gross Revenue and the Gross Revenue Percentage exceeds the Base Rent, then, in addition to the Base Rent, Tenant shall pay the Revenue Supplement to the Town by December 31, as indicated in the following table.

| Base Rent Payments Due | Base Rent Per Lease Year | Base Rent Installment Amount | Gross Revenue Percentage | Revenue Supplement Payment Due |
|--|--------------------------|----------------------------------|--------------------------|--------------------------------|
| 06/01/2020 07/15/2020 09/01/2020 | \$100,000 | \$33,333 \$33,333 \$33,334 | 10% | 12/31/2020 |
| 06/01/2021 07/15/2021 09/01/2021 | \$100,000 | \$33,333 \$33,333 \$33,334 | 10% | 12/31/2021 |
| 06/01/2022 07/15/2022 09/01/2022 | \$110,000 | \$36,666 \$36,666 \$36,667 | 12% | 12/31/2022 |
| 06/01/2023 07/15/2023 09/01/2023 | \$115,000 | \$38,333 \$38,333 \$38,334 | 12% | 12/31/2023 |
| 06/01/2024 07/15/2024 09/01/2024 | \$120,000 | \$40,000 \$40,000 \$40,000 | 12% | 12/31/2024 |

6. Exclusive Vendor Rights.

- a. During the Term and within Longshore Club Park and the area of Compo Beach that is under the Town’s control, the Town will not grant any permit or authorization to any third party to sell to consumers or deliver to consumers soft drinks, food, or candy.
- b. As of the Effective Date, the exclusive vendor rights granted under Paragraph 6(a) do not apply to any Ancillary Items (defined below at Paragraph 9(r)). The Town’s Director of Parks and Recreation may, in her discretion, elect to add specific Ancillary Items to the list to which exclusive vendor rights apply, but it shall be conclusively presumed that exclusive vendor rights do not apply unless Tenant is in possession of a written communication from the Town’s Director of Parks and Recreation that makes specific reference to Paragraph 6(a) and the Ancillary Items to which exclusive vendor rights apply.
- c. The Town’s covenant of exclusive vendor rights is subject to the following exceptions.
 - i. The Town may authorize a restaurant and catering/event facility to operate at the Inn at Longshore and Adjacent Grounds. It is noted that a restaurant and catering/event facility have operated at the Inn at Longshore with occasional use of the Adjacent Grounds for private parties for several decades. For purposes of this Lease, “Adjacent Grounds” means the area indicated on Exhibit C.

- ii. The Town may authorize beverage vending machines at the marinas. It is noted that beverage vending machines have been located at the marinas for many years.
 - iii. The Town may authorize private parties at Compo Beach and Longshore Club Park to be professionally catered by third party caterers. Private parties at Compo Beach and Longshore Club Park are subject to the customary permit requirements of the Department of Parks and Recreation. Tenant will not have exclusive or preferential rights with respect to catering private parties at Compo Beach and Longshore Club Park. Tenant may, however, place within the Compo Beach Pavilion Space and the Longshore Pavilion Space signs advertising Tenant's catering services. The size, design and number of signs advertising Tenant's catering services are subject to compliance with applicable Town ordinances and regulations and the prior written approval of the Town's Director of Parks and Recreation.
7. **Default.** If Tenant: (a) fails to pay any installment of Base Rent or Revenue Supplement within ten (10) Business Days of the due date; (b) receives a second Notice in any one Operating Season of violation of the Continuous Operations Covenant (defined in Paragraph 9(i)); or (c) fails to perform or comply with any other obligation, covenant or condition under this Lease within thirty (30) days after receipt of Notice from the Town (each an "Event of Default"), then the entire balance of Base Rent and Revenue Supplement for the Lease Year in which the Event of Default occurs shall become immediately due and payable at the option of the Town and, at the option of the Town upon delivery of Notice, the Lease shall immediately be terminated. If the Town exercises its right to terminate the Lease, the Tenant shall vacate the Premises within ten (10) days after receipt of Notice and Tenant shall be responsible for all costs, expenses and damages, including attorneys' fees, incurred by the Town if Tenant fails to vacate the Premises within that ten (10) day period. For the purposes of this Lease, "Business Day" means Monday through and including Friday, excluding legal holidays in the State of Connecticut.
8. **Tenant's Obligations.** In addition to the obligation to pay Base Rent and Revenue Supplement, Tenant shall have the following obligations at the Tenant's sole cost and expense.
- a. Tenant shall paint and repaint the interior surfaces of the Premises as frequently as reasonably necessary in order to maintain an appearance that is attractive and inviting to the public.
 - b. Tenant shall, at all times, maintain and operate the Concession in compliance with the highest standards and requirements of the Connecticut Department of Health, the Westport/Weston Health District, the Westport Fire Marshall and all applicable federal, state and local regulations.

- c. Tenant shall, make all necessary repairs to the Premises and surrender the Premises at or upon the termination of this Lease in broom clean condition in at least as good condition as the Premises were on the Effective Date, reasonable wear and tear excepted.
- d. The Tenant shall install and maintain adequate freezer and refrigeration equipment to ensure the freshness of all food served and as required to meet Health Department regulations.
- e. All beef sold by Tenant shall be “one hundred percent USDA Choice”.
- f. Tenant shall provide routine cleaning, maintenance and repair of the hood and ansul systems at the Premises.
- g. Except for interior painting, Tenant shall not make any alteration or improvement to the Premises or to any other portion of the buildings in which the Premises are located unless Tenant has secured all approvals and permits required under applicable Connecticut statutes and the Town’s regulations and ordinances and obtained the prior written consent of the Town’s Director of Parks and Recreation and Building Superintendent. The Town’s Director of Parks and Recreation and Building Superintendent will not unreasonably withhold consent to alterations or improvements, but, prior to delivering consent, may require Tenant to submit improvement plans, the identity of the contractor or contractors to perform the work and references for those contractors. Prior to commencement of alteration or improvement work, the Town may, in accordance with applicable statutes and the Town’s customary practices, require the Tenant to deliver performance and labor and materials payment bonds. Prior to commencement of alteration or improvement work, the Town will require Tenant to deliver a certificate or certificates of insurance for the each contractor, showing public liability insurance coverage, workers’ compensation insurance coverage and any other insurance coverage reasonably required by the Town, which certificate or certificates name the Town as an additional insured and provide that the coverage will not be canceled or non-renewed without at least thirty (30) days’ advance written notice to the Town. All work performed by or through Tenant shall be performed in full compliance with all applicable laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Tenant will be responsible for the cost of all permits and will promptly pay all contractors and suppliers hired by Tenant to furnish labor or materials.
- h. Tenant will provide custodial service for the Premises as follows: (i) for the Compo Beach Pavilion during the Beach Season; (ii) for the Halfway House during the Golf Season; and (iii) for the Longshore Pavilion Space during the Pool Season and the Skating Season. The custodial service to be provided by Tenant shall include, without limitation, routine cleaning and mopping of the patron service and seating areas (at least once per day), and removal of trash from

the patron service and seating areas as frequently as necessary to maintain a neat and clean appearance.

9. **Covenants Regarding Operations.** Tenant covenants and agrees as follows.

- a. Tenant will abide by all conditions and regulations of the Department of Parks and Recreation with respect to hours of opening and closing and the placement of signs.
- b. Tenant will limit employee parking in the lot located at Longshore Club Park to no more than four (4) vehicles at any time. Tenant will require all employee vehicles to park in areas within Longshore Club Park as designated by the staff of the Department of Parks and Recreation.
- c. Tenant will limit employee parking in the lot directly behind the Pavilion at Compo Beach to no more than six (6) vehicles at any time. Tenant will require all additional employee vehicles to park in areas within the Compo Beach facility designated by the staff of the Department of Parks and Recreation.
- d. During each Beach Season, Tenant will be open for business at the Compo Beach Pavilion Space each day for at least the following hours (the "Beach Pavilion Requisite Hours"): Monday through Friday from 10:00 a.m. to 6:00 p.m.; and Saturdays, Sundays and legal holidays from 9:00 a.m. to 7:00 p.m.
- e. During each Golf Season, Tenant will be open for business at the Halfway House each day for at least the following hours (the "Halfway House Requisite Hours").
 - i. April 1 through Friday before Memorial Day: 9:00 a.m. to 5:00 p.m.
 - ii. Saturday before Memorial Day through Labor Day: 8:00 a.m. to 7:00 p.m.
 - iii. Tuesday after Labor Day through November 1: 9:00 a.m. to 5:00 p.m. (service is optional after November 1).
- f. Tenant will be open for business at the Longshore Pavilion Space each day for at least the following hours (the "Longshore Pavilion Requisite Hours"):
 - i. During the Pool Season: Saturday before Memorial Day through June 14, 3:00 p.m. to 7:00 p.m., and June 15 through Labor Day from 10:00 a.m. to 7:00 p.m.; and
 - ii. During the Skating Season from 10:00 a.m. to 7:00 p.m.
- g. Tenant may, with the written consent of the Department of Parks and Recreation, open the Compo Beach Pavilion Space, the Halfway House or the Longshore

Pavilion Space for business at other times of the Lease Year or beyond the Requisite Hours.

- h. Tenant promises to open the Compo Beach Pavilion Space for business for the Beach Pavilion Requisite Hours seven days per week during each Beach Season. Tenant promises to open the Halfway House for business for the Halfway House Requisite Hours seven days per week during each Golf Season. Tenant promises to open the Longshore Pavilion Space for business for the Pavilion Requisite Hours seven days per week during each Pool Season and Skating Season.
- i. The promises in Paragraph 9(h) are referred to as the "Continuous Operations Covenant". If, during any Operating Season, Tenant is not open for business at the Premises for the Requisite Hours for more than two (2) consecutive days or more than five (5) days in the aggregate, the Town may, in its discretion, elect to deliver a Notice of violation of the Continuous Operations Covenant.
- j. Notwithstanding the Continuous Operations Covenant, Tenant shall not be required to open at any time when closure of Tenant's business is necessitated by dangerous weather or interruption of electrical service.
- k. Notwithstanding the Continuous Operations Covenant, Tenant shall not be required to open: (i) the Compo Beach Pavilion Space at any time during which the Town has closed Compo Beach to the public; (ii) the Halfway House at any time during which the Town has closed the golf course to the public or; (iii) the Longshore Pavilion Space at any time during which the Town has closed the swimming pool or the skating rink to the public.
- l. Tenant shall ensure that each of the Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space is adequately staffed and operated under the supervision of a manager of at least twenty one (21) years of age who is physically present at all times when open to the public.
- m. Tenant shall not sell beverages in glass containers.
- n. Tenant shall comply with all applicable ordinances of the Town of Westport, including, without limitation, the Single Use Plastics Ordinance.
- o. Tenant shall, at all times, offer a base menu of food and beverages at the Premises (the "Base Menu"). In recognition of the fact that the Premises are located in a municipal park, Tenant covenants and agrees that: (i) the price, portion size and quality of items appearing on the Base Menu will be consistent with past practices at the Premises, that is a casual beach-side snack bar; and (ii) the Base Menu shall be subject to the annual review and approval of the Town. Tenant will deliver to the Town's Director of Parks and Recreation a copy of its proposed Base Menu for each upcoming Operating Season not more than four (4) months and not less than one (1) month before the start of the Operating Season. The Town will not

unreasonably withhold or delay its approval of the Base Menu. During the course of an Operating Season, the Tenant will not increase the price of any item appearing on the Base Menu. Notwithstanding anything in this Paragraph to the contrary, the Tenant may, from time to time, serve *Specials* (i. e., items not appearing on the Base Menu) without obtaining the Town's approval, provided that no *Special* may be an inferior substitute, with respect to quantity or quality, for any item appearing on the Base Menu. *By way of example, if the Base Menu includes an eight inch hotdog for \$4.00, then the Tenant may not offer, as a Special, a four inch hotdog for \$3.00.* Tenant may provide to holders of a Parks and Recreation Department hand pass (for example, holders of basic, golf, tennis and caregiver hand passes) a discount off the prices charged for food and beverage items.

- p. Tenant will use its best efforts to maintain a proper and wholesome atmosphere in and around the Premises.
- q. Tenant may use radios and other musical appliances within the Premises on the strict condition that Tenant will regulate the volume of those devices so that they cannot be heard by people more than ten (10) feet from the Premises and, with respect to the Halfway House, that the sound does not disturb the golfers. Tenant acknowledges that failure to abide by that condition may result in the revocation of the authorization to use radios and musical appliances. The installation or use of external speakers is prohibited.
- r. In addition to fast food and beverages, Tenant may offer for sale at the Premises such other sundries and associated items as may be approved in writing from time to time by the Town's Director of Parks and Recreation (the "Ancillary Items").
- s. Food and beverage deliveries to the Longshore Pavilion Space shall occur between the hours of 5:00 a.m. and 9:00 a.m. Tenant will use its best efforts to comply with that restriction, including, without limitation, instructing its food and beverage vendors to comply with the restriction.
- t. Tenant covenants not to assign for work at the Premises any person whose name appears on the Sex Offender Registry of the State of Connecticut and Tenant shall provide verification of compliance with this covenant as required by the Town.
- u. Tenant shall, at Tenant's expense, provide uniforms for all staff working at the Premises and Tenant will be responsible for ensuring that all staff wear their uniforms at all times while on duty. Uniforms worn by Tenant's staff are subject to the approval of the Town's Director of Parks and Recreation.

10. **Parking and Traffic Control.** The Department of Parks and Recreation, Parks and Recreation Commission or Board of Selectmen, in its or their sole discretion, may make regulations concerning traffic or parking at Compo Beach and Longshore Club Park or may temporarily close part or all of Compo Beach and Longshore Club Park. The

Tenant waives all claims that it may have now or in the future for loss or damage as a result of regulations concerning traffic, parking or temporary closure of all or part of Compo Beach or Longshore Club Park.

11. **Prohibited Uses.** Tenant covenants and agrees that no alcoholic beverages or tobacco products will be kept or sold at the Premises and Tenant will use all reasonable efforts to prevent alcoholic beverages and tobacco products from being used or consumed at the Premises. Tenant covenants and agrees that no pinball machines, arcade games or gambling devices of any nature will be installed, used or maintained at the Premises.

12. **Improvements, Fixtures, Equipment and Modifications.**

- a. Any and all improvements, upgrades and alterations to the Premises made during the Term will be the property of the Town.
- b. Any and all trade fixtures and equipment including, without limitation, cooking equipment, soda fountains, fryolators, frozen drink machines, grills, coffee urns, refrigerators, freezers, ice machines, tables, chairs, counters and countertops, that are installed by the Tenant in the Premises are Tenant's property and will be removed by the Tenant at the end of the Term or earlier termination of this Lease. Tenant will be responsible for repairing any damage to the Premises caused by the removal of trade fixtures and equipment installed by the Tenant.
- c. With respect to the Compo Beach Pavilion Space, a list of the equipment and fixtures installed by the Town is attached as Exhibit D.
- d. With respect to the Halfway House, a list of the equipment and fixtures installed by the Town is attached as Exhibit E.
- e. With respect to the Longshore Pavilion Space, a list of the equipment and fixtures installed by the Town is attached as Exhibit F.
- f. The equipment and fixtures listed on Exhibit D, Exhibit E and Exhibit F and all other items installed by the Town are the Town's property and Tenant shall surrender possession of that property in good condition, reasonable wear and tear excepted, at the end of the Term or earlier termination of this Lease.
- g. Tenant will be responsible, at Tenant's cost and expense for maintaining, repairing and replacing all equipment required to operate the Concession, without regard to whether that equipment was originally installed by the Town or the Tenant. Any change of equipment models must be approved by the Department of Health. Replacement equipment must be *New* or *Used In Like New Condition*. If Tenant replaces an item of equipment that was originally installed by the Town, the replacement item shall be the Tenant's property for purposes of Paragraph 12(b).

- h. If modifications to the Premises become necessary to comply with any federal, state or local regulations related to accommodations for the disabled, the Town will be responsible for the cost of those modifications except that the Town may, upon at least sixty (60) days' prior Notice to Tenant, elect to terminate this Lease if the cost of the modifications exceeds ten thousand dollars (\$10,000).

13. Utilities.

- a. With respect to the Compo Beach Pavilion Space and the Halfway House, the Town will provide water and Tenant will establish accounts in Tenant's name for electricity service and all other utility services directly with the applicable utility service providers. Tenant shall pay the electricity service provider and all other applicable utility service providers within thirty (30) days after Tenant's receipt of each electricity or other utility service bill.
- b. With respect to the Compo Beach Pavilion Space, Tenant must provide access to internet for use by the Town for security surveillance system.
- c. With respect to the Longshore Pavilion Space, the Town will provide water, electricity and propane and Tenant will establish accounts in Tenant's name for all other utility services directly with the applicable utility service providers. Tenant shall pay all other applicable utility service providers within thirty (30) days after Tenant's receipt of utility service bill.
- d. The following rules apply to trash and recyclable removal and carting services.
 - i. Compo Beach Pavilion Space. Tenant is responsible, at Tenant's expense, for contracting with a carting contractor for a dumpster to be located in the customary space and for regular emptying of the dumpster and carting of recyclables. Tenant is responsible for collecting and depositing in the dumpster or recyclable receptacle, as appropriate, the waste associated with the operation of the Concession (*for example, cardboard boxes and commercial food wrappers*) and the trash and recyclables deposited in the receptacles located in and around the patron service and seating areas. The Town will collect and dispose of the trash and recyclables deposited in the receptacles scattered about the rest of Compo Beach.
 - ii. Longshore Pavilion Space and Halfway House. Tenant is responsible, at Tenant's expense, for collecting and depositing in the receptacles in the corral areas the waste associated with the operation of the Concession (*for example, cardboard boxes and commercial food wrappers*) and the trash and recyclables deposited in the receptacles located in and around the patron service and seating areas. The Town will cart away the trash and recyclables deposited in the receptacles located in the corral areas. The Town will collect and dispose of the trash and recyclables deposited in the receptacles scattered about the rest of Longshore Club Park.

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

- a. **Workers Compensation.** Tenant shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation in favor of the Town. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.
- b. **Commercial General Liability Insurance.** Tenant shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.
 - The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
 - The coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
 - The policy shall contain a waiver of subrogation in favor of the Town.
 - The coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and Tenant.
 - A per project aggregate limit of liability endorsement shall apply for any construction contract.
 - Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

- c. Commercial Automobile Insurance. Tenant shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.
 - d. Umbrella or Excess Liability Insurance. Tenant shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
15. Hold Harmless and Indemnification Covenant. Tenant shall indemnify and hold harmless the Town, its elected and appointed officials, agents and employees from all claims, demands and judgments of third persons, including, without limitation, those for death, personal injuries and property damage, arising out of the negligent, reckless or intentional acts or omissions of Tenant, its officers, members, employees, agents, contractors, customers, guests, invitees and all other persons doing business with Tenant.
16. Delivery of Financial Statements. For each Lease Year during the Term, Tenant shall deliver to the Town's Director of Parks and Recreation a financial statement prepared and certified by a CPA licensed in the State of Connecticut. Tenant shall deliver the financial statement for each Lease Year by December 15. Each financial statement shall show Tenant's Gross Revenues and expenses for each of the three spaces that comprise the Premises: the Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space. Tenant shall include with each financial statement a calculation showing, for the applicable Lease Year, the product of the Gross Revenue and the Gross Revenue Percentage and then subtracting the Base Rent and indicating the amount, if any, of the Revenue Supplement payment that is due. The Town reserves the right to perform an independent audit of Tenant's operations and financial statements upon reasonable advance Notice.
17. Taxes and License Fees. Tenant covenants and agrees to pay all federal, state and local taxes and license fees assessed or imposed on its trade fixtures and personal property and upon Tenant's business or on income therefrom, provided, however, that the real property of Town leased hereunder will not be subject to taxation by the Town.
18. Fire or Other Casualty. Tenant shall keep all of its trade fixtures and personal property at the Premises at Tenant's risk and shall be insured against loss by fire and other casualties at Tenant's sole expense. If the Compo Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space is partially damaged by fire or other casualty, the damage shall be repaired by the Town at the Town's expense and the rent, until such repairs are completed, shall be abated in proportion to the percentage of the Premises that Tenant is unable to use while repairs are being made. If the Pavilion at Compo Beach, the Halfway House or the Longshore Pavilion is totally destroyed or the casualty results

in the whole Compo Beach Pavilion Space, Halfway House or Longshore Pavilion Space being unusable by the Tenant, then the Town may elect not to repair or rebuild the destroyed or damaged building, provided that the Town shall make that decision and deliver Notice to Tenant within four (4) months. If the Town elects not to repair or rebuild the Pavilion at Compo Beach, the Halfway House or the Longshore Pavilion, then either party may elect to terminate this Lease with respect to any or all of the Compo Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space. If a party elects to terminate this Lease with respect to the Compo Beach Pavilion Space, the Halfway House and the Longshore Pavilion Space, then this Lease shall be terminated effective on the third (3rd) day after the party delivers Notice to the other party and Tenant shall vacate the Premises and surrender possession to Town as soon as reasonably possible. If either party elects to terminate this Lease with respect to the destroyed or damaged building (i. e., the Compo Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space) but not the other buildings, then the rent due under this Lease shall be adjusted proportionately, provided that either party may terminate this Lease if an agreement on the rent adjustment is not reached within one (1) month after delivery of a letter specifying a dollar amount as the party's last and final offer. If this Lease is terminated with respect to the Compo Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space pursuant to this Paragraph and Tenant is not in default under this Lease, then Tenant's liability for rent with respect to the Compo Beach Pavilion Space, the Halfway House or the Longshore Pavilion Space, as applicable, shall cease as of the day following the casualty. Notwithstanding anything in this Lease to the contrary, the Town's obligation to make repairs or rebuild the Premises shall be limited to the amount of the available proceeds of fire or casualty insurance paid to the Town on account of the casualty.

19. **Security Deposit.** Tenant has deposited with the Town the sum of \$8,333.33 (i. e., one month's Base Rent for the first Lease Year) on or before the date of execution of this Lease and the Town acknowledges that the Town is holding that sum (the "**Security Deposit**"). The Security Deposit shall be security for the full and faithful performance of all obligations of Tenant under this Lease. The rights and remedies reserved to the Town under this Lease are cumulative, and in the event of a default by the Tenant, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Lease or by law. The Security Deposit will be refunded without interest to Tenant within forty five (45) days following the expiration of this Lease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Tenant's failure to comply with any obligation of Tenant under this Lease. In no event, except when the Town elects at Town's sole option to do so, may Tenant set off or apply any part of the Security Deposit against any rent.
20. **Assignment, Subleasing and Inspection.** Assignment by Tenant of this Lease or the Concession and subleasing by Tenant of the Premises requires the prior written approval of the Town, which approval may be withheld by the Town in its sole discretion. Any attempt to assign this Lease or the Concession or sublease the whole or any part of the Premises without the prior written approval of the Town shall be void. The Town shall have the right to inspect the Premises at any time.

21. **Parks Facilities Privileges.** The Town shall afford to the Tenant privileges with respect to the Town's Parks and Recreation facilities that are equal to those afforded to non-resident real estate taxpayers.
22. **Business Manager.** Tenant covenants and agrees that Tenant's on-site business manager will be available to meet with a representative of the Department of Parks and Recreation on a weekly basis during each Operating Season to discuss the operation of the Concession.
23. **Notices.** For the purposes of this Lease, "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 FedEx). All Notices will be effective on receipt. Notice must be given to the other party at the party's Notice Address. The "Notice Address" for each party is as follows.

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

Tenant: Upsilon Entertainment Group, LLC, Attention, Itai Shoffman, 4 Durham Road, Larchmont, NY 10538.
24. **Captions.** The captions at the beginning of each paragraph of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease or the scope or content of any of its provisions.


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

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

TENANT,
UPSILON ENTERTAINMENT GROUP, LLC

Signature Itai Shoffman
Name Itai Shoffman
Title Principal
Date August 15, 2020

TOWN OF WESTPORT

Signature 
Name James S Marpe
Title FIRST SELECTMAN
Date 8/27/2020

IN WITNESS WHEREOF, the parties have signed on the dates indicated below.

TENANT,
UPSILON ENTERTAINMENT GROUP, LLC

Signature Itai Hoffman
Name ITAI HOFFMAN
Title Principal
Date 8/28/20

TOWN OF WESTPORT

Signature _____
Name _____
Title _____
Date _____

EXHIBIT A

THE COMPO BEACH PAVILION SPACE IS THE AREA WITHIN THE ORANGE LINES.

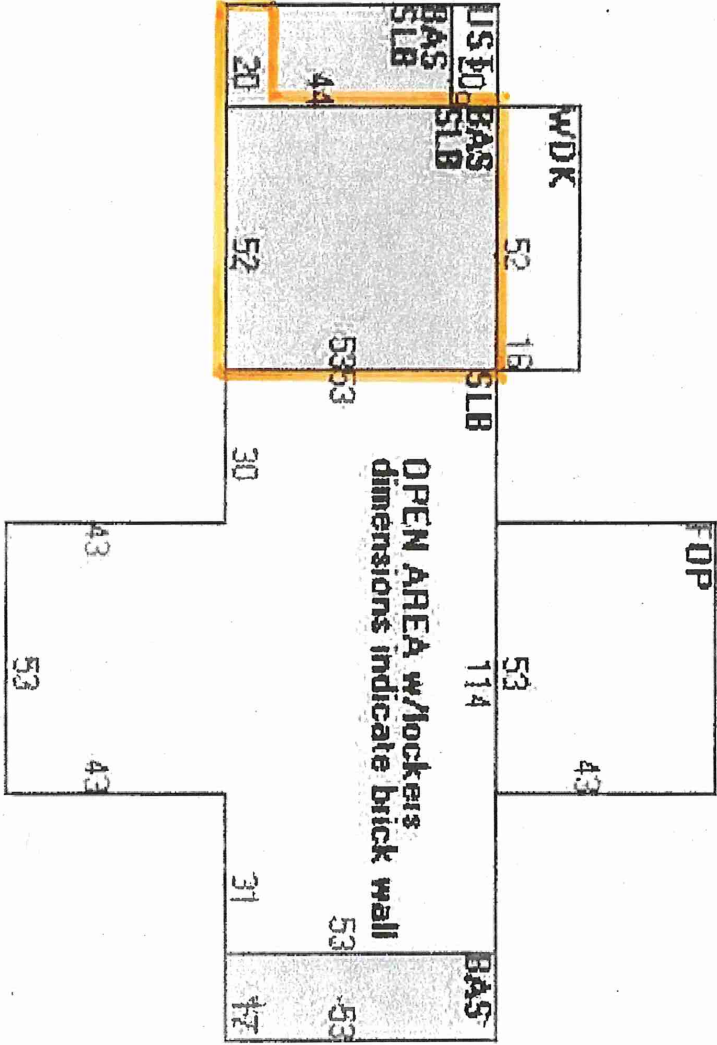


EXHIBIT B: FLOOR PLAN OF LONGSHORE PAVILION

The Longshore Pavilion Space is the area shaded orange.

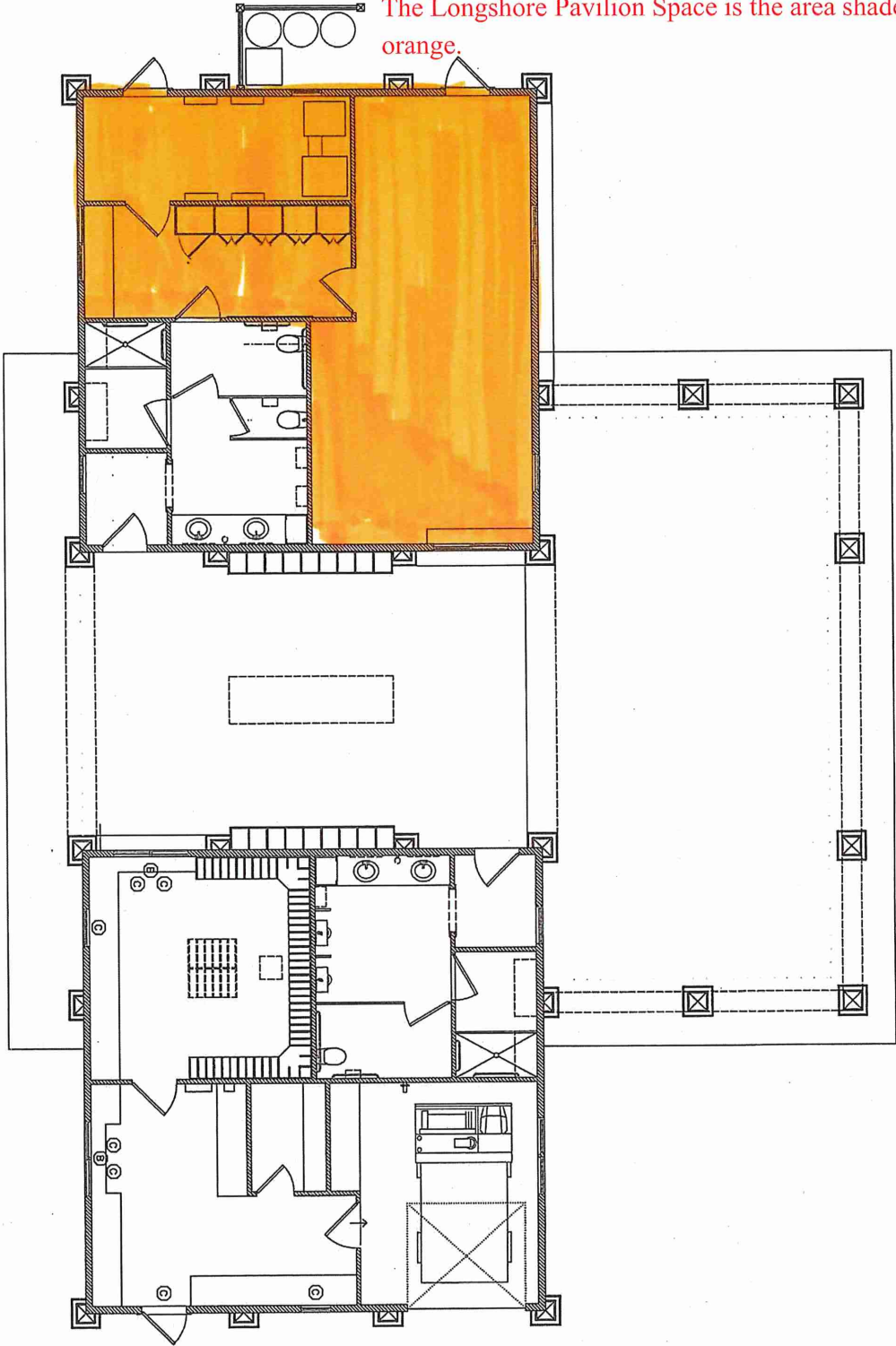
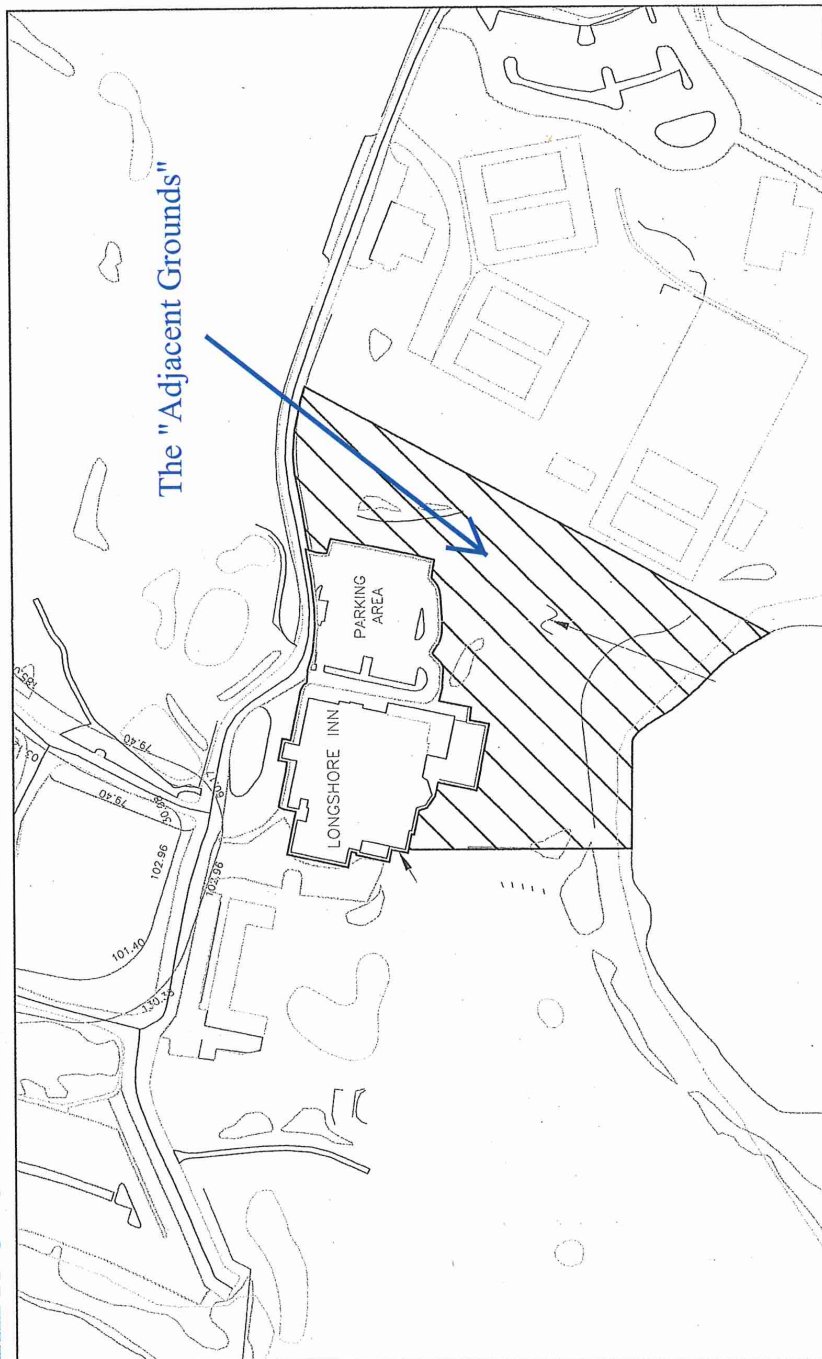


EXHIBIT A

EXHIBIT C TO FOOD AND BEVERAGE CONCESSION AND LEASE



For the avoidance of doubt, the "Adjacent Grounds" are NOT part of the Premises.
 LONGSHORE INN, within LONGSHORE PARK,
 260 COMPO ROAD SOUTH, WESTPORT, CT
 SCALE 1" = 100'
 JANUARY 10, 2007
 BY WESTPORT ENGINEERING DIVISION OF PUBLIC WORKS

EXHIBIT D
TOWN OWNED EQUIPMENT AT THE COMPO BEACH PAVILION

The following items will be furnished by the Town and remain the property of the Town.

- Hand Sink
- Hot water heater
- Hood and fire suppression system
- Shelving
- Serving counter
- Toilet and sink

EXHIBIT E
TOWN OWNED EQUIPMENT AT THE LONGSHORE PAVILION

The following items will be furnished by the Town and remain property of the Town:

- Electric water heater
- Hood and fire suppression system
- Sinks
- Shelving

EXHIBIT F
TOWN OWNED EQUIPMENT AT THE HALFWAY HOUSE

The following items will be furnished by the Town and remain property of the Town:

- Three compartment sink with drain board
- Hand sink
- Norlake – air refrigerated sandwich unit
- Wyott Roll-a-Grill
- Norlake – air refrigerated reach in freezer
- Norlake work top freezer
- Stainless steel work tables
- Metro wire shelving
- Rival microwave
- Wisco Convection oven
- Bunn coffee brewer
- Hoshizaki ice machine
- 18” Griddle
- 3 tables
- 10 chairs
- TV

RIDER TO
FOOD AND BEVERAGE CONCESSION AND LEASE
BETWEEN
TOWN OF WESTPORT (TOWN)
AND
UPSILON ENTERTAINMENT GROUP, LLC (TENANT)

The following provisions are incorporated into the above-referenced Lease. Except as specifically indicated below, section references shall refer to sections of the Lease and all capitalized words and phrases shall have the meanings ascribed to them in the Lease. **In the event of an inconsistency between a provision of this Rider and the Lease, the provision in this Rider shall control.**

1. The Town and the Tenant note that the Tenant submitted its proposal for the Concession and the Town circulated the initial draft of the Lease prior to the COVID-19 emergency. This Rider is intended to memorialize the interim arrangements for the 2020 Seasons (defined below) that the Town and the Tenant have agreed upon in response to the COVID-19 emergency.
2. *The following definition is added to Section 2:* “2020 Seasons” means and includes the following Operating Seasons that commence in the 2020 calendar year: the Beach Season, the Pool Season and the Golf Season.
3. *Section 2(d) is deleted in its entirety and replaced with the following:* “Effective Date” means the date appearing below the signature of the Town’s First Selectman on the signature page of this Rider.
4. *Section 2(g) is deleted in its entirety and replaced with the following:* “Gross Revenue Percentage” means, beginning with the Lease Year starting on November 16, 2020 and for each Lease Year thereafter during the Initial Term, the percentage indicated in the column labeled Gross Revenue Percentage in Paragraph 5.
5. *The first sentence of Section 2(m) is deleted (the examples are not deleted) and replaced with the following:* “Revenue Supplement” means, beginning with the Lease Year starting on November 16, 2020 and for each Lease Year thereafter during the Initial Term, the amount, if any, by which the product of the Gross Revenue and the Gross Revenue Percentage exceeds the Base Rent.
6. *Section 3(a) (definition of “Initial Term”) is amended as follows:* “November 15, 2024” is deleted and replaced with “November 15, 2025”.
7. *Section 3(b) is amended as follows:* “November 16, 2024” and “November 16, 2029” are deleted and replaced with “November 16, 2025” and “November 16, 2030”, respectively.

8. *The table in Section 5 is deleted and replaced with the table below. Section 9 of this Rider will govern the Base Rent payment and reconciliation rules applicable to the 2020 Seasons.*


| Base Rent Payments Due | Base Rent Per Lease Year | Base Rent Installment Amount | Gross Revenue Percentage | Revenue Supplement Payment Due |
|--|--------------------------|----------------------------------|--------------------------|--------------------------------|
| 06/01/2021 07/15/2021 09/01/2021 | \$100,000 | \$33,333 \$33,333 \$33,334 | 10% | 12/31/2021 |
| 06/01/2022 07/15/2022 09/01/2022 | \$100,000 | \$33,333 \$33,333 \$33,334 | 10% | 12/31/2022 |
| 06/01/2023 07/15/2023 09/01/2023 | \$110,000 | \$36,666 \$36,666 \$36,667 | 12% | 12/31/2023 |
| 06/01/2024 07/15/2024 09/01/2024 | \$115,000 | \$38,333 \$38,333 \$38,334 | 12% | 12/31/2024 |
| 06/01/2025 07/15/2025 09/01/2025 | \$120,000 | \$40,000 \$40,000 \$40,000 | 12% | 12/31/2025 |

9. *The following payment and reconciliation rules will apply to the 2020 Seasons (and only the 2020 Seasons). Base Rent will be \$1,666.00 per month. Base Rent will be paid monthly in advance. The first payment of Base Rent will be due on the Rent Commencement Date. Subsequent payments of Base Rent will be due on the same day of each month. For the purposes of this Rider: (a) "Rent Commencement Date" means the date that is one (1) month after the You Are Authorized to Open On Date; and (b) "You Are Authorized to Open On Date" means the date indicated in a Notice delivered by the Town's Director of Parks and Recreation to the Tenant as the date that the Premises may be opened to the public for food and beverage sales, provided that the You Are Authorized to Open On Date must be at least one (1) week after delivery of the Notice. For example, if the You Are Authorized to Open On Date is June 4, then the Rent Commencement Date will be July 4, the first payment of Base Rent will be due on July 4 (for the month beginning July 4 and ending August 3) and subsequent payments of Base Rent will be due on the fourth day of each month. Gross Revenue will not include revenue earned by Tenant between the You Are Authorized to Open On Date and the Rent Commencement Date. The Gross Revenue Percentage will be ten percent (10%). If the sum of the monthly payments of Base Rent is less than the product of the Gross Revenue and the Gross Revenue Percentage, then Tenant will pay the difference to the Town on or before December 31, 2020. If the sum of the monthly payments of Base Rent is greater than the product of the Gross Revenue and the Gross Revenue Percentage, then the Town will credit the difference to the first payment of Base Rent due in 2021 (and the second payment due in 2021, but only if necessary for the full difference to be credited to Tenant).*
10. *The following is inserted as new Section 6(c)(iv): During the 2020 Seasons (and only the 2020 Seasons), the Town's Director of Parks and Recreation, after consulting with Tenant and obtaining Tenant's written consent (not to be unreasonably withheld), may make arrangements with one or more third party food truck vendors to sell food and beverages at Compo Beach and Longshore Pavilion.*

11. *In Section 8(c)*, the reference to “Effective Date” is deleted and replaced with “You Are Authorized to Open On Date”.
12. The Requisite Hours and Continuous Operations Covenant will not apply to the 2020 Seasons. For the 2020 Seasons, the Tenant and the Town’s Director of Parks and Recreation will cooperate in good faith in establishing hours of operation based on the effects of the COVID-19 pandemic on public usage of the Premises and any governmental orders and guidelines that may be in effect. With the prior written authorization of the Town’s Director of Parks and Recreation, Tenant may position a mobile kitchen in a location or locations to be designated near the Compo Beach Pavilion Space and/or the Longshore Pavilion Space on an interim basis during the 2020 Seasons (and only the 2020 Seasons) while Tenant is readying the Compo Beach Pavilion Space and/or the Longshore Pavilion Space for opening to the public.
13. *Section 14(d) is waived in its entirety through March 31, 2021.* On and after April 1, 2021, **Section 14(d)** will be in full force and effect, so that the full policy limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate for umbrella or excess liability insurance shall be required.
14. *The first sentence of Section 19 is deleted and replaced with the following:* “Tenant shall deposit with the Town the sum of \$8,333.33 on or before November 16, 2020 (the “**Security Deposit**”).”
15. *The following is inserted as new Section 26:* The Lease and this Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Lease or Rider, as applicable. The exchange of copies of the Lease and this Rider and of signature pages by facsimile transmission, Portable Document Format (PDF), or by other electronic means shall constitute effective execution and delivery of the Lease and this Rider as to the parties and may be used in lieu of the original Lease and Rider for all purposes.

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TOWN OF WESTPORT




(Signature)

James S. Marpe, First Selectman
(Printed Name and Title)

8/27/2020
(Date)

UPSILON ENTERTAINMENT GROUP, LLC



(Signature)

Itey Shoffman, Principal
(Printed Name and Title)

August 15, 2020
(Date)

{Signature page to Rider}

January 5th, 2026 – Joint RTM Finance and Parks & Recreation Committee Meeting
Via Zoom

Agenda Item: To take such action as the meeting may determine, upon the recommendation of the Board of Finance, to approve an appropriation of \$275,000 to fund a Settlement Agreement between the Town of Westport and Hook'd on the Sound LLC, which Agreement provides for an early termination to a Food and Beverage Concession lease dated August 27, 2020 for Compo Beach Pavillion, Halfway House, and the Longshore Pavillion Space.

For Finance:

- Seth Braunstein - Chair
- Nancy Kail
- Pam Kopack
- Joseph Carson
- Melissa Levy
- Charles Lucas
- Jill Grayson

For Parks & Recreation (P&R):

- Chris Tait - Chair
- Seth Braunstein
- Ross Burkhardt
- James Izzo
- Karen Kramer
- Pam Kopack
- Kristin Schneeman
- Andrew Colabella

For the Town:

- Ira Bloom
- Erik Barbieri

Others In Attendance:

- David Floyd
- Kristin Purcell

- Lauren Karpf
- Lou Mall
- Michael Giunta
- Don O'Day
- Peter Gold

Parks and Recreation director Erik Barbieri explained that there has been a history of issues with the lessor. Erik also explained how the lease terms effectively result in the town being locked in with 2 five-year options at the lessor's discretion. The town has made a good faith effort to engage in negotiation with the lessor to adjust terms of the lease and come to a mutually agreeable outcome with respect to the terms and duration though it has become apparent that this is not going to be possible. As for the amount of \$275K being requested to fund the settlement agreement with Hook'd, Erik provided context relative to the lessor's investment in the property, their estimated operating revenue and profits and how the negotiation attempted to reach a fair resolution that would pave the way for a quick turnaround in identifying a future operator through an RFP process.

In the course of our discussion, we touched on the nature of the conditions under the terms of the lease which it seems the lessor has violated and the natural question was raised as to whether the lessor is technically in default? Town Attorney Ira Bloom expressed the view that a thorough discussion of potential breaches would not be productive and that the lease termination was a better way forward for the town. He argued that choosing a negotiated settlement rather than a potentially protracted court case that would be expensive and time consuming was what the town determined was preferred and that it could take years to resolve the lease if a legal case were initiated even with the strongest case.

A question was raised as to the poor terms of the current lease and how the town will protect itself from a similar issue in the future. Ira Bloom mentioned a number of potential means including a shorter lease term, having no renewal options, or having any options for renewal be at the sole discretion of the town. He made the point that the terms to be negotiated in the future would have to be responsive to market dynamics and what would be required to make the lease attractive to potential operators.

A fair amount of time was spent on trying to understand what will happen with the upcoming season. Director Barbieri explained that they will be moving to an RFP as soon as possible once the settlement is fully executed. He made the point that P&R will work to make sure there is sufficient service provided in the upcoming season. He mentioned a number of different options including having P&R take near term responsibility or even coordinating food trucks. Time is of the essence to address the termination of the current lease. Uncertain turn-around time in terms of when new operations can begin. Sentiment was expressed to not rush at the expense of quality or expediency. One RTM member

asked if a "pop up" could be considered and Erik concluded that all possibilities will be considered. He does expect to see seasoned concessionaires express an interest, but his mind is open to any possibility to make sure there is something there for the current season. Once this settlement is signed off an RFP will go out - typically these stay open for 4 - 5 weeks. So the timing and turn around will be tight.

A question was raised as to whether there were precedents for this type of lease termination settlement. Ira Bloom mentioned a previous buyout that was executed a number of years ago when the town recognized the need to re-claim GFS. However, he made clear that was very different since this sort of buyout was explicitly included in that specific lease agreement. He concluded that this was a rarity. We also learned from Finance Director Gary Conrad that the funds for this settlement will come from the General Fund balance and that there will be no impact on P&R directly. This will go against a legal settlement offset. Is this a bad precedent? It is a very unique situation.

A member of the public asked if there were ever any revenue sharing payments by Hook'd? We learned that Hook'd never reached the necessary threshold, so the town never benefitted from any revenue.

A question was also asked about the current situation at the Longshore ice rink. Erik confirmed that there are no further concessions at the ice rink. He explained that for parties they have been finding vendors in the meantime.

For Finance - Joseph Carson moved and was seconded by Charles Lucas, vote was unanimous, 7 - 0.

For Parks & Recreation - Andrew Colabella moved and was seconded by Jimmy Izzo, vote was unanimous, 8 - 0.

Respectfully submitted by:
Seth Braunstein, Chair of the RTM Finance Committee

TOWN OF WESTPORT, CONNECTICUT

A RESOLUTION APPROVING A BOND AUTHORIZATION IN THE AMOUNT OF \$51,083 FOR COSTS ASSOCIATED WITH THE STAPLES HIGH SCHOOL WATER PUMPS AND VALVES PROJECT

WHEREAS, on May 5, 2025, the Representative Town Meeting (the “RTM”) of the Town of Westport, Connecticut (the “Town”) approved a resolution entitled: “A RESOLUTION APPROPRIATING \$122,446 FOR COSTS ASSOCIATED WITH VARIOUS SCHOOL IMPROVEMENT PROJECTS AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” (the “Resolution”); and

WHEREAS, the Resolution includes an appropriation and bond authorization for the Staples High School water pumps and valves project (the “SHS Project”) in the original amount of \$10,917; and

WHEREAS, on October 5, 2025 and November 12, 2025, the Town’s Board of Finance and RTM, respectively, approved an additional appropriation for the SHS Project in the amount of \$51,083 (the “Additional Appropriation”); and

WHEREAS, the Town desires to fund the Additional Appropriation by the issuance of bonds; and

NOW, THEREFORE, BE IT:

RESOLVED: That the Town of Westport, Connecticut (the “Town”) previously appropriated the sum of Fifty-one Thousand Eighty-three and 00/100 Dollars (\$51,083) for design costs associated with the replacement of boiler room pumps and BMS controls and other related costs at Staples High School including, but not limited to, administrative, contingency, financing, legal and other soft costs (collectively, the “Project”).

Section 1. As recommended by the Board of Finance and for the purpose of financing Fifty-one Thousand Eighty-three and 00/100 Dollars (\$51,083) of the foregoing appropriation, the Town is hereby authorized to borrow a sum not to exceed Fifty-one Thousand Eighty-three and 00/100 Dollars (\$51,083) 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 Selectwoman, 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, 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," 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 Selectwoman 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 Selectwoman 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 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.

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 hereof. 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 financing the Project. Once the appropriation becomes effective, the First Selectwoman, 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. Any of the estimated amounts set forth for the school improvement projects above not required to meet the actual cost of any such project may be transferred to a different school improvement project set forth above by the First Selectwoman and the Finance Director, consistent with the applicable tax and other laws, as deemed necessary or advisable and in the best interests of the Town.

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

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

November 7, 2025

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

Re: Request for appropriation of \$220,000*, along with bond and note authorization to the Municipal Improvement Fund, for analysis, design, permitting and preparation of construction documents for replacement of the Longshore Water Supply System.

Dear Ms. Tooker,

This office respectfully requests an appropriation of \$220,000* along with bond and note authorization for an engineering analysis, design, permitting, and bid specifications for replacement of the Water Supply system that supplies water to the Longshore Club Park facility property along with several private properties that are within the park.

The water line servicing the park is the same water line that existed in 1960 when the park was first purchased by the Town, except for the first leg of the line that extends from Compo Road South to the Golf Maintenance building. That section was replaced in the late 90's. The rest of the system is the original system from when the park was first constructed in 1930. Today, what we know about the remaining original system is that the pipes have severe corrosion issues that reduce the system's capacity and that could lead to a complete failure of the system at any time. With significant renovations to the Longshore Inn underway, and a proposed upgrade to the golf course irrigation system, it is time to replace the main supply line, so it can be relied on for the next 100 years.

The design effort is in the 10-year Capital forecast for FY 2025 at a value of \$200,000. It has been in the capital forecast for more than a decade. The proposed construction value of \$2M is spread in phases over the next several fiscal years

Respectfully,



Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director
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*Appropriation amount to be updated upon pending selection of a Design Firm

FISCAL YEAR 2026

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works Date: 11/7/2025

PROJECT NAME AND DESCRIPTION
Analysis, design, permitting, and preparation of construction documents for Replacement of the Longshore Water Supply System

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed? 2013
 Which FY was the project first planned? Late '90's

| | | |
|--------------------|------------------------|---------------------------------------|
| | COST IN CAPITAL | |
| APPROXIMATE COST: | <u>\$ 200,000</u> | FORECAST: <u>\$200,000</u> |
| CONTINGENCY (10%): | <u>20,000</u> | |
| | <u>\$220,000</u> | ←TOTAL REQUEST→ <u>\$220,000</u> |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE: _____

PAYBACK PERIOD: N/A

| | |
|---------------------------------------|---|
| PROJECTED START DATE: <u>Feb 2026</u> | EST. COMPLETION DATE: <u>October 2026</u> |
|---------------------------------------|---|

ESTIMATED USEFUL LIFE: 75 years

Is this project part of a larger capital project? This is the design phase of the overall replacement project, which is estimated in the capital forecast at \$2,000,000

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids received: Two

Was the lowest bid the winner? YES NO Yes – but selection is based on proposal and If not, why? qualifications, not just price

Who will benefit from the project? All Residents of Westport

Is it a replacement? YES NO

Aside from a short section of waterline from Compo Road to the Golf Maintenance bldg., the existing waterline was
 If yes, describe condition of what is to be replaced: constructed around 1930, is corroded and a risk for failure

Pictures attached? YES NO

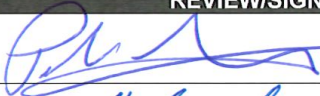
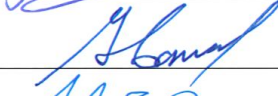

What other approvals/reviews are necessary to begin this project? RTM, BOS

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|---|-------------------------|
| DEPARTMENT HEAD |  | DATE: <u>11.12.25</u> |
| FINANCE DIRECTOR |  | DATE: <u>11-12-2025</u> |
| FIRST SELECTMAN |  | DATE: <u>11.12.25</u> |

RTM PUBLIC WORKS & FINANCE COMMITTEE MEETING

DATE; Public Works, Education, LMA & Finance Joint Meeting – Monday, December 22, 2025

TIME; 7:00 PM meeting start via Zoom (PW/LMA/FIN Items 3-5 – 9:33 PM start)

PURPOSE; Review requested Public Works Department expenditures for Design for the Replacement of the Longshore Water Supply, Design for the replacement of the Easton Road Sidewalk and Repairs to the Levitt Stage (This Report; Longshore Water Supply only)

PRESENTED BY; Peter Ratkiewich, Public Works Director

Longshore Water Supply - Mr. Ratkiewich requested an appropriation to the Municipal Improvement Account in the amount of \$220,000.00 with bond and note authorization for the design (analysis thru design, permitting and Construction Documents) for the replacement of the Longshore Park Water Supply. The project has been on the capital forecast for quite a while, most recently in 2025 for \$200,000 for design with an estimate of \$2,000,000 for the construction. The current water line was installed in the 1930's when Longshore was established as a private country club. The existing 6" line is probably only 3-4" wide at this point. A portion of the line was upgraded in the 1990's for the Golf Course Maintenance Facility to increase pressure for the irrigation system. There is also a 1-1/4" water line which supplies the private homes on Waterside Terrace which will also be replaced as part of the design as the line is not buried deep enough and is not sized properly to adequately supply the homes with water. There was an RFP/RFQ which had two qualified respondents, Snyder Engineering was selected as the Town has worked with them successfully in the past. The committees asked several questions and both committees voted unanimously to recommend to the full RTM.

Note: This meeting was audio recorded and is posted on the Town website at the link below.

<https://play.champds.com/westportct/event/1010>

In attendance;

PW Comm (10) - Jay Keenan (chair/reporter), Andrew Colabella, Peter Gold, Matt Mandell, Joseph Carson, Gail Coykendall, Jack Klinge, Charles Lucas, Lou Mall, Chris Tait

Finance Comm (5) – Seth Braunstein (chair), Nancy Kail, Joseph Carson, Jill Grayson, Charles Lucas



WESTPORT™

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

November 7, 2025

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

Re: Request for appropriation of \$440,000, along with bond and note authorization to the Municipal Improvement Fund, for analysis, design, permitting and preparation of construction documents for replacement of the Easton Road Sidewalk.

Dear Ms. Tooker,

This office respectfully requests an appropriation of \$440,000 along with bond and note authorization for an engineering analysis, design, permitting, and bid specifications for replacement of the Easton Road Sidewalk from Weston Road to North Ave.

The sidewalk along Easton Road in the stretch between Weston Road and North Ave is some of the worst sidewalks in all of Westport. It is a corridor with large trees and tree stumps extending into the sidewalk area that deform and break up the sidewalk due to root intrusion. The sidewalks are in many locations of substandard width and geometry. Numerous tripping hazards exist creating a liability to the Town.

The Public Works Department has for the past three years been applying for a LOTCIP grant to cover the cost of reconstruction of this sidewalk at a cost of approximately \$4M. We just recently received a Commitment to Fund for the full \$4M, but as a condition of the Grant the Town must fund the cost of design.

The design effort has just been added to the 10-year Capital forecast for FY 2026 at a value of \$440,000. The proposed construction value of \$4M is shown in FY 2028

Respectfully,



Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director
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FISCAL YEAR 2026

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works Date: 11/10/2025

PROJECT NAME AND DESCRIPTION
Analysis, design, permitting, and preparation of construction documents for Replacement of the Easton Road Sidewalk

IS IT LISTED IN THE 10-YR CAPITAL FORECAST? YES NO

If no, why not? This was an oversight. The project has been planned for several years
If yes, answer the following two questions:
Which FY was the project first proposed? 2025
Which FY was the project first planned? 2021

| | | | |
|--------------------|------------|---------------------------|--------------------|
| APPROXIMATE COST: | \$ 400,000 | COST IN CAPITAL FORECAST: | \$200,000 |
| CONTINGENCY (10%): | 40,000 | | |
| | \$440,000 | ←TOTAL | REQUEST→ \$440,000 |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: Jan 2026 EST. COMPLETION DATE: October 2026

ESTIMATED USEFUL LIFE: 25 years

Is this project part of a larger capital project? This is the design phase of the overall sidewalk replacement project, which is estimated in the capital forecast at \$4,000,000, but is fully funded by a LOTCIP grant

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids received: _____

Was the lowest bid the winner? YES NO If not, why? Selection is based on QBS process pre-qualification performed for the region by WestCOG

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Who will benefit from the project? All Residents of Westport

Is it a replacement?

YES NO

The sidewalk is in terrible condition with tree roots, heaves, ruts, and cracked asphalt along its entire length. There are no ADA ramps, and in many places the sidewalk is too

If yes, describe condition of what is to be replaced: narrow to allow a wheelchair to pass.

Pictures attached?

YES NO




What other approvals/reviews are necessary to begin this project? RTM, BOS

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|---|------------------|
| DEPARTMENT HEAD |  | DATE: 11-12-25 |
| FINANCE DIRECTOR |  | DATE: 11-12-2025 |
| FIRST SELECTMAN |  | DATE: 11-12-25 |

Tighe&Bond

32-1993-0-P014
October 20, 2025

Peter Ratkiewich, P.E.
Director of Public Works
110 Myrtle Avenue
Westport, CT 06880

Re: **Proposal for Engineering Services for Easton Road (Route 136)
Sidewalk Improvements (LOTICIP No. L0158-XXXX)
Westport, CT**

Dear Pete:

Tighe & Bond is pleased to submit our proposal to provide engineering services in support of the LOTICIP-funded Easton Road (Route 136) Sidewalk Improvements. The project scope includes the design of a new sidewalk and associated improvements along Easton Road from immediately northeast of the intersection with Weston Road (Route 57), near the limits of the ongoing CTDOT project, approximately 5,300 linear feet (1 mile) northeast to the intersection with North Avenue. The purpose of the project is to replace deteriorated sidewalks to meet current PROWAG standards, improve pedestrian safety, and enhance connectivity to Coleytown Elementary and Middle Schools.

Project Understanding

The Town of Westport has received a Commitment to Fund through the Local Transportation Capital Improvement Program (LOTICIP). The project will follow a two-step design process with formal reviews by the Town, the Western Connecticut Council of Governments (WestCOG), and the Connecticut Department of Transportation (CTDOT). Based on our recent experience with CTDOT District 3, Tighe & Bond will submit the Preliminary and Final Design packages directly to the District for review and approval. We will also coordinate with WestCOG to facilitate their Final Design review and subsequent CTDOT 90% Final Design approval.

Easton Road is a minor arterial extending northeast from Weston Road. The project limits encompass approximately 5,300 linear feet along the corridor, from Weston Road (Route 57) to North Avenue. Within these limits, Tighe & Bond is currently designing related improvements at the Wisteria Lane intersection, including a Rectangular Rapid Flashing Beacon (RRFB). That work will be integrated into this project to ensure design and construction continuity throughout the corridor. Construction of the RRFB project is anticipated in 2028.

The existing bituminous concrete sidewalk on the north side of Easton Road is approximately three feet wide and in poor condition, with cracking, heaving from tree roots, and uneven surfaces. Due to successive pavement overlays, curb reveal has been reduced to as little as two inches, and existing ramps do not meet ADA/PROWAG standards. Under the Merritt Parkway (Route 15) bridge, the sidewalk narrows to roughly two feet, creating a significant accessibility and safety constraint. To achieve compliance, the proposed design will provide a four-foot-wide sidewalk, 11-foot travel lanes, and one-foot shoulders, with a vertical-faced concrete barrier separating the travel way from the sidewalk.

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The proposed project will include the following primary design elements:

- Construction of a new bituminous concrete sidewalk meeting PROWAG requirements
- Installation of accessible ramps at each intersecting street
- New extruded concrete curbing along the entire project length
- Installation of RRFBs at select intersections, in coordination with the Town
- Installation of a vertical-faced concrete barrier at the Merritt Parkway bridge
- Grading and earthwork behind the new sidewalk, including adjustments on private property as needed to match existing grades
- Localized drainage improvements to control runoff and connect to existing drainage systems
- Relocation or reconstruction of decorative stone walls and wooden fences to ensure placement on private property and outside necessary easements
- Removal of select trees and development of a corridor planting plan, including replacement planting on private property where permitted by owners
- Identification of easement areas and partial takes, preparation of property acquisition maps as required, and coordination with the CTDOT Office of Rights-of-Way to support the acquisition process

Tighe & Bond will coordinate with CTDOT District 3 Permits staff during design development. Submissions are anticipated at both the Preliminary and Final Design stages for Encroachment Permit review.

Design is expected to begin in late 2025, and conclude in 2027, allowing adequate time for right-of-way acquisition, which typically requires 12 to 18 months. Construction is anticipated to begin in 2028.

Scope of Services

Task 1A – Survey

Tighe & Bond will subcontract Martin Surveying Associates for professional land surveying services to support design of roadway and drainage improvements. Survey base mapping will be prepared at a scale of 1" = 20' with 1-foot contour intervals. Survey limits will extend a minimum of 20 feet beyond the existing right-of-way along the corridor, and farther where grading, drainage, or utility improvements extend beyond that limit.

1. Prior to survey, a Tighe & Bond wetland scientist will delineate wetlands within the project limits. Wetlands will be defined with sequential numbered wetland flags which will be collected and plotted within the proposed project base mapping.
2. Survey accuracy shall conform to the Connecticut Code of Recommended Practice for Land Surveyors, Section 20-300b-1 through 20-300b-20, meeting Class T-2 (topography), Class V-2 (vertical control), and Class A-2 (boundary) standards. Horizontal closure shall not exceed 1:10,000 and vertical closure shall not exceed 0.05 feet per 100 feet.



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3. The survey will locate visible and accessible existing features and improvements, including edge of pavement, curbs, driveways, sidewalks, retaining walls, fences, trees ($\geq 6''$ DBH), utility poles, signs, striping, drainage structures, and other relevant topographic features.
4. Existing utility facilities will be shown based on field observation of visible appurtenances and record data obtained from available utility plans. Subsurface utilities will not be field verified or located by test pits or geophysical methods under this scope.
5. Drainage structures will be surveyed for rim, grate, and invert elevations to the nearest one hundredth (0.01) of a foot.
6. Topographic contours will be shown with spot elevations provided in flat areas or where contours do not accurately depict grade transitions.
7. A digital terrain model (TIN surface) representing existing ground conditions will be prepared. The model shall be compatible with AutoCAD Civil 3D 2025.
8. Coordinate values will be provided at all angle points and lot corners, with bearings and distances clearly shown. Property lines and street lines within the project area will be depicted and labeled.
9. Survey control points and ties will be shown on the plan with coordinate values and descriptions.
10. Deliverables will include electronic AutoCAD 2025 drawing files and Civil 3D surface files, together with one PDF version and one paper copy of the base mapping stamped by a State of Connecticut licensed Land Surveyor.
11. Survey deliverables shall support preparation of design plans at scales of $1'' = 20'$ (plan view) and $1'' = 5'$ (profile view).

Task 1B – Property Acquisition Maps (Excluded from Fee)

Based on the preliminary design, property impacts may include partial takings, permanent easements, and temporary construction easements. The Town will rely on CTDOT to perform the acquisition process; however, the Town is responsible for preparation of mapping necessary to support that process.

1. Tighe & Bond and Martin Surveying Associates will prepare base right-of-way mapping depicting existing and proposed street lines, property lines, and monuments tied to the Connecticut State Plane Coordinate System.
2. Easement and acquisition maps will be prepared in accordance with CTDOT Mapping Manual requirements and to Class A-2 boundary standards.
3. *Preparation of individual easement and acquisition maps is excluded from this scope. Once the number and type of maps are confirmed, Tighe & Bond will provide an amendment to develop them.*



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Task 2 Preliminary Design (30% Submission)

The Preliminary Design phase will begin following a kickoff meeting with the Town. The following scope items describe the tasks that will be provided during Preliminary Design.

2.1 Deliverables

The following deliverables will be provided to the Town of Westport, constituting the Preliminary Design submission.

2.1.1 Preliminary Design Drawings

The following drawings are anticipated to constitute the Preliminary Design Drawings. We will provide one electronic copy of the drawings in Adobe PDF format as well as two hard copies to the Town for review.

- Title Sheet (1 drawing)
- Existing Condition Sheets, Scale 1"=20' (9 drawings)
- Typical Sections (1 drawing)
- Construction Plan Sheets, Scale 1"=20' (9 drawings)
- Drainage and Utility Plans, Scale 1"=20' (9 drawings)
- Critical Cross Section Sheets (4 drawings)

2.1.2 Opinion of Probable Construction Cost

We will prepare an Opinion of Probable Construction Cost (OPCC). We will compute quantity takeoffs for major cost items, minor items and incidental work will be estimated based on guidance in the CTDOT Estimating Guidelines. The OPCC will not include estimates of property acquisition costs or utility relocation costs.

2.1.3 Schedule of Property Owners

In support of the CTDOT right-of-way process, Tighe & Bond will develop a Schedule of Property owners for the properties that will require right-of-way actions.

2.2 Preliminary Design

The Preliminary Design will be prepared to convey the design intent selected by the Town of Westport. The following sections of this scope of services describe the various design elements and activities that will be included in the development of the Preliminary Design.

2.2.1 General Information Drawings

1. Existing survey drawings prepared by the project surveyor will be incorporated into the plan set. The plans will be the signed and sealed survey drawings provided by the project surveyor.
2. Prepare typical sections for Easton Road. Typical sections will include proposed pavement repair, extruded concrete curb, bituminous sidewalk, grass strip (if applicable), decorative stone walls (where applicable), and define the slopes and grading treatments for matching into existing edge conditions. Proposed materials will be defined for the various section elements.



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2.2.2 Roadway Geometry

1. Prepare a coordinated roadway centerline for Easton Road. The horizontal geometry will be computed to the nearest 1/100th of a foot. The roadway centerline will serve as the construction baseline.
2. Prepare the Preliminary Construction Plans at a scale of 1" = 20' to provide the required and detailed design information required by the Town to review and approve the Preliminary Design. The construction plans will illustrate the proposed features, demolition activities, and construction instructions / material callouts.
3. Prepare enlarged plans (1" = 10') for the area under the bridge to show new conceptual lane arrangement and guiderail system and sidewalk.

2.2.3 Maintenance and Protection of Traffic

During Preliminary Design, we will review the proposed construction, consider means and ways to manage traffic through the work area, and provide a narrative description of the construction phasing approach. Formal Maintenance and Protection of Traffic (M&PT) drawings will not be developed during this phase of the work.

2.2.4 Critical Cross Sections

Prepare critical cross sections to define controlling grades and constraints, including steep slopes, existing walls, tight rights-of-way, and under the bridge. Based on the design of the cross-sectional elements, we will provide a recommended plan for the treatment and blending to meet existing edge conditions. This proposal assumes that matching existing conditions can be accomplished with earth slopes. Design of retaining walls is not included.

Task 3 – Final Design (90% Submission)

The Final Design submission will be prepared and submitted to the Town once the design reaches 90% completion. The intent of the Final Design phase is to incorporate the Preliminary Design review comments provided by the Town, WestCOG and CTDOT, and to advance the design to a level sufficient to establish the final sidewalk layout, landscaping plans, grading and drainage, cross sections, and signing and pavement marking plans. During this phase, Tighe & Bond will also define the approach for maintaining traffic during construction and secure necessary permits.

Final Design will begin following receipt of the Preliminary Design review comments and acceptance of the Preliminary Design by the Town. Tighe & Bond will review all comments and prepare a written response identifying comments incorporated into the design and those not incorporated, including reasons for exclusion. Tighe & Bond will review this matrix with the Town to confirm that comments have been addressed in accordance with Town direction.

3.1 Deliverables

The following documents and drawings will be provided, constituting the Final Design submission.



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3.1.1 Final Design Drawings

Final drawings will be prepared in accordance with the CTDOT Consultant Administration Manual and Town of Westport requirements. Tighe & Bond will provide one electronic (PDF) copy for Town review and comment and coordinate with CTDOT and WestCOG to facilitate their design reviews.

- Title Sheet (1 drawing)
- Existing Condition Sheets, Scale 1" = 20' (9 drawings)
- General Notes, Legend, Abbreviations (1 drawing)
- Typical Sections (1 drawing)
- Miscellaneous Detail Sheets (4 drawings)
- Construction Plan Sheets, Scale 1" = 20' (9 drawings)
- Drainage and Utility Plans, Scale 1" = 20' (9 drawings)
- Cross Section Sheets, Scale 1" = 5' (35 drawings)
- Signing and Pavement Marking Plan Sheets, Scale 1" = 40' (4 drawings)
- Maintenance and Protection of Traffic Plan Sheets, scale 1" = 80' (4 drawings)
- Planting Plans, Scale 1" = 20' (9 drawings)
- Planting Miscellaneous Details

3.1.2 Opinion of Probable Construction Cost

The Opinion of Probable Construction Cost (OPCC), including quantity takeoffs, will be updated to reflect the Final Design. Unit costs will be based on detailed quantity takeoffs from the design plans, CTDOT Master Bid Items, and recent bidding results to establish project costs. Bid items will follow CTDOT format for item numbers based on Form 819.

3.1.3 Special Provisions

Prepare Special Provisions to address specific requirements of the project that may require modifications to the Standard Specifications included in the CTDOT Form 819. Special Provisions will follow the Form 819 format and item numbers.

3.2 Final Design

3.2.1 General Information Drawings

Develop one General Notes, Legend, and Abbreviations sheet containing project notes, symbols, abbreviations, and other general information used throughout the plan set.

3.2.2 Typical Sections

Update the typical sections from the Preliminary Design to incorporate review comments and finalize proposed materials, slopes, and grading transitions.

3.2.3 Miscellaneous Drawings

During the preparation of the design, we anticipate that elements of the design will require the development of supplemental drawings to convey the design intent and configuration of proposed elements. Prepare up to four miscellaneous detail sheets for the project. Details may include Town, State, and project-specific details.



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3.2.4 Roadway Construction and Drainage and Utility Plans

Based on comments received from the Town, WestCOG, and CTDOT, update the roadway construction plans and drainage and utility plans to incorporate review comments.

3.2.5 Cross Sections

Prepare roadway cross section drawings along the baseline of Easton Road at fifty (50) foot intervals. Cross Sections will be prepared at a scale of 1" = 5' horizontal and vertical. Cross sections will show limits of cut and fill slopes, drainage structures if applicable, existing utilities at drainage crossings and typical cross-sectional elements.

3.2.6 Pavement Markings and Signing

1. Develop a signing and pavement marking plan consistent with current CTDOT standards and the latest edition of the MUTCD adopted by CTDOT.
2. Include pavement edge lines, centerlines, crosswalks, and any parking or bicycle-related markings.
3. Prepare plan sheets at a scale of 1" = 40' illustrating the proposed layout along Easton Road.

3.2.7 Maintenance and Protection of Traffic

1. Review constructability and develop M&PT strategies to maintain traffic while accommodating construction.
2. Prepare M&PT plan sheets at a scale of 1" = 80' (or larger as needed) illustrating general traffic control layouts for major construction phases.
3. Include a concise narrative in the Final Design Report summarizing the M&PT approach.
4. Prepare associated Special Provisions defining allowable work hours, workdays, and required traffic flow accommodations in coordination with the Town.

3.2.8 Planting Plans and Planting Details

Tighe & Bond will develop planting plans and details to enhance the corridor aesthetics and provide tree replacement consistent with the Town's goals and LOTCIP program guidelines. Planting design will focus on species suitable for the local streetscape environment, emphasizing durability, limited maintenance, and compatibility with sight lines, utilities, and pedestrian activity. We will also consider input from corridor residents, as the proposed plantings are intended to be replaced on private property if requested.

Plans will identify proposed tree and shrub locations, sizes, and spacing, and will include planting schedules, notes, and general details for tree pits, staking, and mulch placement. The intent of the planting plan is to illustrate the design concept and define limits for construction. Soil testing, root-zone reconstruction, irrigation design, or specialized landscape design services are excluded.



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Task 4 – Construction Documents (100% Complete)

Following Town and CTDOT reviews, Tighe & Bond will finalize all design documents to produce a 100% complete bid-ready package incorporating all review comments. The activities and deliverables associated with the Construction Documents (100%) Submission are described in Section 4.1.

4.1 Construction Documents Deliverables

4.1.1 Drawings

The plan set will represent a 100% complete set of drawings. The plans will reflect the incorporation of the Town and CTDOT review comments. We will provide one electronic copy of the drawings in Adobe PDF as well as two hard copies, and we will provide the Town with electronic AutoCAD files of the design.

4.1.2 Quantity Estimate and Opinion of Probable Construction Cost

We will update the quantities and Opinion of Probable Construction Cost (OPCC) based on revisions to the design. The quantity estimate notebook will be updated to reflect quantity take-off revisions.

4.1.3 Final Design Report

The Final Design report will be revised to reflect any pertinent comments received during the Town and CTDOT reviews and submitted.

4.1.4 Special Provisions and Bid Manual

Prepare the Bid Manual, including front-end documents, provided by the Town of Westport and CTDOT, Special Provisions and Specifications, and Bid Form.

Task 5 – Meetings & Permitting

Tighe & Bond will participate in the following meetings in support of the design development process and to coordinate the design.

5.1 Design Coordination Meetings

During the design process, various issues will require coordination between the Town, WestCOG, and Tighe & Bond. Up to six virtual design coordination/review meetings are included, attended by the Project Manager and one supporting staff member.

WestCOG is expected to engage a third-party consultant to perform a review at the Final Design (90%) stage. Following that review, Tighe & Bond will attend one (1) virtual debriefing meeting to review and address the consultant's comments.

5.2 CTDOT District 3 Encroachment Permit Coordination Meetings

In support of the CTDOT Encroachment Permit process, Tighe & Bond will prepare and submit the permit documents to CTDOT, including all supporting plans and documentation. Tighe & Bond will attend up to two (2) coordination meetings with CTDOT to review the developing design. One meeting is anticipated at the completion of the Preliminary Design phase and one during the Final Design (90%) phase prior to submission to WestCOG and CTDOT. Meeting discussions will be documented, and meeting notes will be distributed to all attendees.



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5.3 Utility Coordination and Meetings

Following completion of the Preliminary Design phase, Tighe & Bond will transmit the Preliminary Design plans to affected utility companies to initiate coordination and obtain utility relocation or protection plans, if required.

Utility coordination will include all affected providers such as electric, gas, telecommunications, and water utilities. Up to two (2) utility coordination meetings are included. Tighe & Bond will schedule, conduct, and prepare meeting summaries. One (1) virtual meeting with all affected utilities is anticipated following Preliminary Design completion to present the project and initiate coordination. One field meeting will be conducted if required to review utility conflicts in the field in coordination with the utility representatives. Design of utility relocations or make-ready work by utilities is excluded.

5.4 Westport Conservation Commission

The Westport Conservation Department requires a public hearing for Town projects brought before it. An underground box culvert east of the Merritt Parkway underpass is classified by the Department as a "watercourse." Tighe & Bond will support the Town and prepare and submit documents to submit an application to the Westport Conservation Department for review and approval of the proposed project. Tighe & Bond will attend one (1) regular meeting and one (1) Public Hearing with the Westport Conservation Department. Colored display plans will be prepared for presentation, and electronic copies will be provided to facilitate digital presentation.

5.5 Public Involvement

In accordance with LOTCIP Guidelines, a Public Information Meeting is required by the 30% design stage. In addition, given the extensive nature of the potential impacts to private properties along the corridor and the removal of a considerable number of mature trees, we have developed the following public involvement plan to support the public outreach and coordination activities.

5.5.1 Stakeholder Engagement

Tighe & Bond will support the Town in conducting early engagement with residents along the Easton Road corridor. An initial neighborhood meeting will be held early in the design process to introduce the project, present the proposed improvements, and begin discussions with affected property owners. The meeting will provide an opportunity to share preliminary concepts, gather input on site-specific concerns, and identify potential issues related to access, landscaping, or property impacts. Feedback received during this meeting will be summarized and incorporated, as appropriate, into the Preliminary Design phase.

Following the Preliminary Design phase, Tighe & Bond will coordinate with the Town and be available to participate in one additional stakeholder engagement. We anticipate that this meeting would take place virtually to allow residents to engage with the Town in an easily accessible forum. We will document the discussions of the meeting and incorporate appropriate changes into the design.

5.5.2 Public Information Meeting

As part of the Preliminary Design phase, the Town of Westport will conduct an in-person Public Information Meeting to inform the public of the proposed improvements and gather feedback. The Public Involvement Program Guidelines will be followed. In support of this meeting, Tighe & Bond will:

1. Conduct one (1) Public Information Meeting with the Town of Westport. Presentation materials will be prepared and provided to the Town electronically for review and comment prior to the meeting.



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2. Rely on the Town to prepare the list of abutters and manage advertisements, mailings, and associated costs; these services and fees are excluded.
3. Prepare a presentation and colored display plans in conformance with CTDOT Consultant Manual and Town requirements.
4. Document the discussions and provide a meeting summary to the Town and WestCOG for the project file.

Task 6 Bid Phase Assistance

Tighe & Bond will provide the following services during the bidding stage:

1. Attend one pre-bid meeting with the Town and interested contractors to review the project scope, schedule, and bidding requirements.
2. Receive and review bidder questions and requests for information. Prepare written responses and issue up to two formal addenda for distribution by the Town.
3. Attend the bid opening, tabulate bids received, and perform a comparative analysis to identify arithmetic or procedural irregularities.
4. Conduct reference checks on the apparent low bidder and provide a written bid analysis memorandum summarizing bid results, responsiveness, and recommendations for award.

Assumptions and Exclusions

This proposal and fee are based on the scope of services above and the assumptions and exclusions listed herein. If project conditions or requested services differ from these assumptions, we will advise you of the impacts and, upon your written authorization, adjust the scope, schedule, and fee. Scope or fee changes will be documented in a brief amendment or revised proposal as appropriate for approval before proceeding.

1. Meetings with Town or State Agencies beyond what is included in this proposal are excluded.
2. Subsurface explorations and geotechnical engineering services are not included.
3. Cultural resources/archaeology (SHPO/Section 106/CEPA) reviews and studies are excluded.
4. Wildlife surveys are excluded.
5. Subsurface Utility Engineering and test pits are excluded. Utilities are shown from records and visible features only.
6. Investigation of existing drainage system is excluded.
7. Hydrologic/hydraulic modeling beyond "localized drainage improvements" is excluded; new outfalls, off-site capacity upgrades, or basin retrofits are not included.
8. We have assumed that the Town will utilize the CTDOT Division of Rights of Way for ROW acquisition. Tighe & Bond's responsibilities are limited to defining the necessary property action areas on the drawings at the completion of preliminary design along with a Schedule of Property Owners. The preparation of property maps is excluded due to the unknown



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number of required actions. Following preliminary design, we will develop an amendment to support the right-of-way process including the development of property maps.

9. Structural design of retaining walls, barrier foundations, or special substructures is excluded; if walls become necessary to meet grades, we will prepare an amendment for structural design services, if required.
10. Traffic studies (counts, speed data, capacity/ICE), crash analysis, and sight-distance studies are excluded.
11. M&PT plans are design-level traffic control; contractor sequencing, detours beyond plan sheets, and police coordination are by others.
12. Planting on private property will occur only with written owner permission; private irrigation and long-term maintenance are by others.
13. Tree inventory by certified arborist, risk assessments, and stump/soil remediation specs are excluded. Tighe & Bond will identify trees for removal and proposed planting plan only. If other actions are required by the Town in advance of tree removals, we have assumed that Town staff will complete those tasks.
14. Lighting design, photometrics, and new electrical service are excluded.
15. Irrigation design is excluded.
16. The Town will be responsible for managing abutter lists, mailings, advertisements, venue arrangements, audiovisual equipment, and related fees. Tighe & Bond will prepare the meeting materials, presentation, and summary documentation. One Public Information Meeting, consistent with LOTCIP requirements, is included in this scope. Any additional meetings or exhibits will be provided as an additional service.
17. Permits not specifically identified in our Scope of Services are excluded.
18. Construction Administration and Construction Observation services are not included. These services can be provided to the Town under a subsequent agreement in accordance with the LOTCIP funding grant, which provides funds to the Town to administer the construction based on the bid amount.

Fee

Tighe & Bond will perform these services for a lump sum fee of \$400,000, invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this letter agreement.





TERMS AND CONDITIONS

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"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "CONSULTANT"; "PROJECT" is defined in the accompanying proposal letter

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to CONSULTANT shall be made on the basis of invoices submitted by CONSULTANT and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse CONSULTANT for all reasonable attorney's fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and CONSULTANT each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. CONSULTANT shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. References to this agreement include these Terms & Conditions, any accompanying proposal or description of services, as well as any other documents referenced or incorporated therein. In the event one or more provisions of any of the foregoing documents conflict with the provisions of these Terms & Conditions, the provisions of these Terms & Conditions shall control.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against CONSULTANT.

3. STANDARD OF CARE

3.1 In providing services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar circumstances by individuals providing such services in the same or similar locality for similar projects.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to CONSULTANT. In the event of any termination, CLIENT will pay CONSULTANT for all services rendered and reimbursable expenses incurred under the Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 CONSULTANT will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of CONSULTANT's report, unless mutually agreed otherwise or unless CONSULTANT's customary practice is to retain for a longer period of time for the specific type of services which CONSULTANT has agreed to perform. Upon request and mutual agreement regarding applicable charges, CONSULTANT will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of CONSULTANT, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to CONSULTANT of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by CONSULTANT.

6.2 Documents provided by CONSULTANT are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this PROJECT or for any other projects or sites. Documents provided by CONSULTANT on this PROJECT shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of CONSULTANT. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this PROJECT, without CONSULTANT's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on CONSULTANT's part, and CLIENT agrees to indemnify and hold CONSULTANT harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - CONSULTANT cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic writeable format. If CONSULTANT provides documents in writeable electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against CONSULTANT resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold CONSULTANT harmless from any claims, losses, damages, or costs, including attorney's fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.



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6.4 Electronic Data Bases – In the event that CONSULTANT prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and CONSULTANT that such PROJECT deliverables will be used and perhaps modified by CLIENT and that CONSULTANT's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by CONSULTANT, ownership is passed to CLIENT. CONSULTANT will retain the right to use the developed data and will archive the data for a period of three years from the date of PROJECT completion.

7. INSURANCE

7.1 CONSULTANT will retain Workmen's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, Unmanned Aircraft, Cyber Liability, and Automobile Liability during this PROJECT. CONSULTANT will furnish certificates at CLIENT's request.

7.2 Risk Allocation - To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damage, of any nature whatsoever, the liability of CONSULTANT to all claimants with respect to this PROJECT will be limited to an aggregate sum not to exceed \$100,000 or CONSULTANT's compensation for consulting services, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.3 Damages – Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this PROJECT.

7.4 CLIENT agrees that any and all limitations of CONSULTANT's liability or waivers of damages by CLIENT to CONSULTANT shall include and extend to those individuals and entities CONSULTANT retains for performance of the services under this Agreement, including but not limited to CONSULTANT's officers, partners, and employees and their heirs and assigns, as well as CONSULTANT's subconsultants and their officers, employees, and heirs and assigns.

8. DISPUTE RESOLUTION

8.1 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and CONSULTANT agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and CONSULTANT further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement prior to proceeding to litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for CONSULTANT to make any surveys, borings, explorations, tests or similar field investigations. CONSULTANT will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for CONSULTANT. If restoration of the land is required greater than those included in the scope of work, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. CONSULTANT shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of physically confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, outside of any agreed scope of work or greater than those anticipated in any agreed scope of work, CONSULTANT reserves the right to renegotiate the fees for CONSULTANT's services and CONSULTANT's continued involvement in the PROJECT. CONSULTANT will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances, outside or greater than any proposed in the agreed scope of work, may make it necessary for CONSULTANT to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate CONSULTANT for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or CONSULTANT's personnel. To the full extent permitted by law, CLIENT waives any claims against CONSULTANT and agrees to indemnify, defend and hold harmless CONSULTANT from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SITE INVESTIGATIONS

11.1 In soils, groundwater, soil gas, indoor air, or other investigations, conditions may vary between successive test points and sample intervals and for locations at or between where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in such evaluations, explorations, or investigations, changed or unanticipated conditions may occur that may affect overall PROJECT costs and/or execution. These variable conditions and related impacts on cost and PROJECT execution are not the responsibility of CONSULTANT.

11.2 CLIENT recognizes that special risks occur whenever engineering or related disciplines are applied to provide



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information regarding subsurface conditions. Even an agreed sampling and testing program, implemented with appropriate equipment and personnel with the assistance of a trained professional performing in accordance with the applicable professional standard of care, may provide data or information which differs significantly from that discovered or encountered subsequently. Environmental, geological, and geotechnical conditions, that CONSULTANT may infer to exist between sampling points may differ significantly from those discovered or encountered subsequently. The passage of time also should be considered, and CLIENT recognizes that due to natural occurrences or direct, or indirect human intervention at or near the site, actual conditions may quickly change. CONSULTANT shall not be responsible for the identification of emerging contaminants for which no current regulatory provisions exist nor shall CONSULTANT be held liable for not identifying or discussing these compounds even if those compounds are detected at a later date. CLIENT realizes that these risks cannot be eliminated. The services included in this agreement are those agreed to, or selected, consistent with CLIENT's risk preferences and other considerations including cost and schedule.

11.3 By authorizing CONSULTANT to proceed with the site investigation services, CLIENT confirms that CONSULTANT has not created nor contributed to the presence of any existing hazardous substances or conditions at or near the site. CLIENT recognizes that there is an inherent risk in drilling, borings, punching or driving probes, excavating trenches or implementing other methods of subsurface exploration at or near a site contaminated by hazardous materials. Further, CLIENT recognizes that these are inherent even through the exercise of the Standard of Care. CLIENT accepts the risk and agrees to defend, indemnify, and hold CONSULTANT and each of CONSULTANT's subcontractors, consultants, officers, directors, and employees harmless against and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from CONSULTANT's gross negligence or willful misconduct in the performance of the services.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by CONSULTANT, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's PROJECT is selected for an audit, CLIENT agrees to compensate CONSULTANT for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and CONSULTANT will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT implementation.

13.2 CLIENT will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to CONSULTANT in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT

deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 CONSULTANT has no control over cost or price of labor and materials required to implement CLIENT's PROJECT, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty, expressed or implied, that CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by CONSULTANT. If CLIENT wishes additional information as to any element of PROJECT cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

The following provisions shall be applicable should the CONSULTANT be retained to provide Construction Phase Services in connection with the PROJECT:

15.1 CLIENT and Contractor - The presence of CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, does not make CONSULTANT or CONSULTANT's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - CONSULTANT and CONSULTANT's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

15.3 On-site Responsibility - The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by CONSULTANT to CLIENT for periodic construction progress payments to the construction contractor(s) are based on CONSULTANT's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that



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continuous or detailed examinations have been made by CONSULTANT to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of CONSULTANT's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

16. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

The following provisions shall be applicable should the CONSULTANT be retained to provide design services but not be retained to provide Construction Phase Services in connection with the PROJECT:

16.1 It is understood and agreed that the CONSULTANT's Scope of Services under this proposal does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT or others. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against the CONSULTANT that may be in any way connected thereto.

16.2 In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the CONSULTANT.

17. SCHEDULE

17.1 The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters, pandemics, or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants.

17.2 The CONSULTANT's schedule includes reasonable allowances for review and approval times required by the CLIENT, performance of services by the CLIENT's consultants, and review and approval times required by public authorities having jurisdiction over the PROJECT. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size

of the PROJECT requested by the Client, or for delays or other causes beyond the Consultant's reasonable control.

18. MISCELLANEOUS TERMS

18.1 GOVERNING LAW - The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the jurisdiction where the PROJECT is located, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

18.2 LENDERS' REQUIREMENTS - The CONSULTANT shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the CONSULTANT, increase the CONSULTANT's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

18.3 CORPORATE PROTECTION - Notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Massachusetts corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

18.4 TITLES - The section headings used in this Agreement are intended principally for convenience and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the parties to this Agreement.

18.5 Upon execution, these terms as incorporated into the accompanying proposal represent the final intent of the parties. Any modification, rescission, or waivers of these terms shall only be effective and binding if agreed to in writing by the parties.

P:\CONTRACTS & AGREEMENTS\PRIVATE\AGREE\TERMS&CONDITIONS CURRENT TERMS AND CONDITIONS\TERMS&CONDITIONS-REV 04-2020-TIGHE & BOND.DOC



W1993-016
January 15, 2025

Peter Ratkiewich, PE
Director of Public Works
Town of Westport
110 Myrtle Avenue
Westport, CT 06880

Re: **Amendment #4 for Construction Engineering Services for
Cross Highway Phase 2 Improvements
North Avenue to Wakeman Farm Drive
Westport, CT**

Dear Pete:

Tighe & Bond is pleased to submit this proposal to the Town of Westport (Town) to provide construction phase engineering support, contract administration, and construction observation services for the Cross Highway - Phase 2 Improvements.

We have estimated our effort based on issuing a Notice to Proceed on May 1, 2025, to the Contractor with an expected construction completion date of November 28, 2025, resulting in a Contract Time of 212 calendar days. We will also support the advanced procurement phase for the culvert procurement process. For the purposes of estimating construction observation effort, we have assumed that active construction would begin on June 2, 2025, and extend through the contract completion which equates to approximately 130 active working days. Based on discussions with the Town, we have assumed full-time construction observation for the months of June, July, and August, when the heaviest construction activities are expected while the bridge is being replaced and part-time observation during September through November (3 days per week) when the scope of construction will be focused on the sidewalk work. Furthermore, our proposal provides services associated with the administration of the contract in support of the Town, including engineering and administrative support. The following Scope of Services describes the tasks that Tighe & Bond will provide to the Town during the construction phase of the project.

Scope of Services

Task 1 – Construction Administration (Office Support)

Tighe & Bond's office staff will provide administrative support and design support for the project during construction. Services are expected to include the following and will be provided on a lump sum fee basis:

1. Attend a preconstruction meeting with the Town and the Contractor. The agenda shall include the following:
 - a. Identification of key staff from all parties
 - b. Review of the anticipated construction schedule, including project milestones
 - c. Expectations for regular schedule updates
 - d. Review of coordination that is required directly between the Contractor and the Town
 - e. Identification of anticipated Contractor submittals
 - f. Expectations for Contractor submittals

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- g. Protocols for submission and review of Contractor submittals
 - h. Protocols for Contractor Requests for Information (RFI's) and Requests for Change (RFC's)
 - i. Public outreach and engagement protocols
 - j. Utility coordination activities and protocols
2. Conduct a site visit to the precast box culvert fabricator's plant to review the fabrication process. Provide a summary of the results of the visit to the Town.
3. Administer the Contractor submittal review process. Tighe & Bond will review shop drawings, working drawings, and other Contractor submittals required per the contract documents. We will receive and track submittals using a digital platform that is free and accessible to invited parties, including the Town and Contractor. The digital platform will serve as a record for tracking date received, ball-in-court, date returned, comments, and status.

Contractor submittals are anticipated to include the following:

- a. FHWA acceptance letters for construction signs and supports
- b. Erosion control matting cut sheets
- c. Water handling plan working drawings
- d. Precast concrete box culvert load rating*
- e. Precast concrete box culvert shop drawings*
- f. Precast concrete box culvert mix design*
- g. Precast concrete wingwall shop drawings*
- h. Precast concrete wingwall mix design*
- i. Precast concrete box culvert and wingwall installation plan
- j. Dampproofing cut sheet
- k. Existing stone
- l. Stone masonry cut sheet
- m. Dovetail anchor cut sheets
- n. Pavement mix designs/certifications
- o. Cast-in-place concrete mix designs/certifications
- p. Pavement marking submittals and data sheets
- q. Guiderail shop drawings and cut sheets
- r. Signing materials and fabrication details/cut sheets
- s. Planting material submittals
- t. Various material submittals (pervious structure backfill, processed aggregate, granular fill, supplemental streambed material, etc.)

* These submittals will be provided by the selected precast vendor directly to the Town and reviewed by Tighe & Bond under a separate procurement process discussed with the Town.



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4. Review and process monthly pay applications prepared by the Contractor. Compare quantities of work in the pay estimates to progress reported by field staff and make recommendations for payment to the Town.
5. Review and respond to Contractor RFI's and RFC's. Up to ten RFI's and up to five RFC's are included.
6. Attend regularly scheduled status meetings via Microsoft Teams. For budgetary purposes, we have assumed hour long, biweekly meetings throughout construction.
7. Provide periodic status updates to the Town's project manager in email format.
8. Provide general engineering and office support services to the Town, Contractor, and observer. We have estimated 5 hours per week to support the project.
9. Conduct an in-person, semi-final field review of completed construction and prepare a punch list report listing incomplete work, deficiencies, and corrective actions required.
10. Following the Contractor's completion of punch list work, conduct an in-person, final field review to confirm that punch list items have been addressed.
11. Review the Construction Observer's records to ensure that record keeping is adequate to support the Town's audit of the total final cost.

Task 2 – Construction Observation (Field Support)

Tighe & Bond will provide on-site observation and documentation of the Contractor's operations in the field. Services are expected to include the following:

1. Furnish construction observation staff throughout the duration of construction. Staff personnel and level of coverage may vary based on the Contractor's schedule and specific anticipated operations. Tighe & Bond will provide personnel who are qualified to review the Contractor's specific operations at the time the observation is performed, based on the work schedule provided by the Contractor. The level of coverage may be light during operations that require little oversight, up to full-time during more complex operations. We have made the following assumptions related to observation level of effort:
 - *June – August: Full Time Observation (13 weeks / 65 days / 8 hours per day)*
 - *September – November: Part Time Observation (13 weeks / 20 hours per week)*

Tighe & Bond's construction observation staff will conduct visual observation of construction operations performed by the Contractor. Tighe & Bond's on-site observer will observe/view the Contractor's services for noticeable deficiencies from contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for Town's benefit and will notify Town of deficiencies in order for Town determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance.

Our staff will not serve as supervisory personnel for the Contractor, and will not have control over the Contractor's work, means and methods, or safety measures. We will keep the Town informed about the progress of the work and will endeavor to guard the Town against deficiencies in the work.



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2. Provide office staff with measurements and computations of quantities of work performed and quantities of materials in place, to confirm conformance with the contract documents and to compare against pay applications made by the Contractor.
3. Provide oversight and coordination of testing services performed by vendors retained by Tighe & Bond.
4. Prepare daily work reports documenting weather, staff and equipment on site, visitors to the site, work activities, any unusual events that may cause delays, and site safety.
5. Document any changes to the work shown on the project plans on a pdf of the project plans. The marked-up pdf will serve as the Town's as-built plan.
6. Provide continuous record-keeping in general conformance with the CTDOT four-book system as described in the Municipal Manual (Version 2, November 2013). The four-book system includes:
 - Volume 1: Inspector's Daily Work Reports
 - Volume 2: Contract Items
 - Volume 3: Computations and Quantity Summaries
 - Volume 4: Miscellaneous Contract Data

Since strict adherence to the Municipal Manual is not required based on the anticipated funding sources, Tighe & Bond may use alternate or simplified forms and streamlined record-keeping efforts to align with the project's needs. We will provide the documentation to the Town at the end of construction in electronic and paper format as applicable.

Assumptions and Exclusions

In an effort to provide you with a reasonable budget for the requested services, we have prepared a detailed scope of services based upon our understanding of your needs. In this same regard, the following section describes our assumptions and those services that are not included in our fee. If these services are required, we will modify our proposal accordingly to meet your needs and obtain prior written approval from the Town for modifications. Any modifications and cost changes shall be by a written change order signed by both parties.

- Construction survey is excluded.
- Meetings and coordination not specifically described in the Scope of Services are excluded.
- Services not specifically described in the Scope of Services are excluded.
- Full-time construction observation and part-time construction observation efforts are based on the assumed coverages indicated in the Scope of Services.
- In support of the materials testing activities, Tighe & Bond will coordinate the activities of a third-party vendor to conduct these on-site and laboratory-based services.
- We have assumed that the Town will continue to play an active role in the oversight and administration of the construction contract and will be a point of contact with the Contractor throughout construction and that Tighe & Bond's services are being provided on your behalf.



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CONSTRUCTION PHASE TERMS

The Agreement for Phase I of RFQ 22-048T Engineering Services for Traffic Study, Cross Highway Schol Zone, as previously amended by Amendments 1, 2, and 3, is hereby amended to include the following Section.

SECTION 9 - CONSTRUCTION PHASE SERVICES

- A. The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to TOWN and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.
- B. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- C. The presence of ENGINEER's personnel at a construction site is for the purpose of providing the TOWN a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.
- D. Recommendations by ENGINEER to TOWN for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective observations that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact conformity with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to TOWN free and clear of liens, claims, security interests, or encumbrances; or that there are no other matters at issue between TOWN and the construction contractors that affect the amount that should be paid.
- E. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project included in the Task Order was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.



December 22, 2025 – RTM Finance Committee Meeting
Via Zoom

Agenda Item: Upon the request of the Director of Public Works, to approve an appropriation in the amount of \$440,000 along with bond and note authorization to the Municipal Improvement Fund Account 30503310-500479 for an analysis, design, permitting and preparation of constructive documents for the replacement of the Easton Road Sidewalk.

For Finance:

- Seth Braunstein – Chair
- Nancy Kail
- Jill Gratson
- Joe Carson
- Charles Lucas

For Public Works:

- Jay Keenan - Chair
- Matthew Mandell
- Andrew Colabella
- Gail Coykendall
- Peter Gold
- Charles Lucas
- Lou Mall
- Chris Tait
- Jack Klinge
- Joe Carson

For the Town:

- Peter Ratkiewich - Director of Public Works

On Monday evening, December 22nd the RTM Finance Committee and RTM Public Works Committee met via zoom to scrutinize a number of items. This report relates to an appropriation request to cover soft costs for analysis, design, permitting and preparation of construction documents for the rehabilitation of a portion of sidewalk on Easton Road running from Weston Road up to North Avenue. Public Works Director Peter Ratkiewich explained that this sidewalk is currently in lousy shape and in various states of deterioration, with non-standard widths with lots of obstructions along the way. This will be

a corridor improvement of the entire length (just over a mile) making the sidewalks safer and more uniform.

We learned that the town has been able to secure a A LOTCIP grant ([Local Transportation Capital Improvement Program](#)) to ultimately cover the cost of the work. These grants emanate from a Connecticut state program that gives municipalities funding for local road, bridge, sidewalk, and trail projects, acting as a state-funded alternative to federal funds with fewer restrictions, allowing for quicker project delivery by shifting design responsibility to towns while the state covers construction costs. The funds being sought in this item are to cover the design related costs.

Director Ratkiewich also explained that this is a shorter length than originally intended (was going to go to Coleytown Road). "Shrinkflation" has shortened the section to be redone. The LOTCIP grant tops out at \$4M so we have had to narrow the scope of the project as the costs of asphalt and other items have increased significantly in recent years and the grant funds will only provide enough to cover this roughly 1 mile stretch. We can pursue other grants in the future to continue to extend the work further up Easton Road.

We learned that the state has already provided a "commitment to fund" letter. We also learned that the town had hired a consultant to help with the grant applications.

The \$440K being sought includes a 10% contingency. The design had been in the capital forecast for \$200k. The increase is attributable to both the impact of inflation and a recognition that this is a more complex project than initially anticipated.

The sidewalk will be 5 feet wide of asphalt plus a 6-inch extruded concrete curb. The work will require some "slivered easements" but that is already contemplated in the anticipated costs. Anticipate that there are ~68 trees in this corridor with about half of them in serious distress and a number of them will need to be removed. These trees and stumps currently present roadside hazards. The work to rehabilitate the sidewalks will not cut into the roadway. Director Ratkiewich explained that the biggest problem area is where the road goes under the Merritt Parkway.

Questions that arose in our discussion included:

- Would an ordinance requiring homeowners to shovel be helpful? Yes, but that is not a part of this agenda item.
- Can a bike lane be added? Not able to add a bike lane but will do what they can to make it bike friendly.

- What is the timing? Anticipate the design work will be done quickly. Could face some delay with the state review portion of the project which includes ADA and other requirements - can take a couple of years to meet their right of way standards - a hopeful estimate of 2 to 3 years to earn these approvals. Could be 2028 or 2029 until the work is begun.

For Public Works, motion was made by Andrew Colabella and seconded by Matthew Mandell. Vote was unanimous, 10 - 0.

For Finance, motion was made by Nancy Kail and seconded by Charles Lucas. Vote was unanimous, 5 - 0.

Respectfully submitted by:
Seth Braunstein, Chair of the RTM Finance Committee



WESTPORT™

DEPARTMENT OF PUBLIC WORKS

TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880
(203) 341 1120

November 10, 2025

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

Re: Request for appropriation of \$124,000, to the Capital and Non-recurring Fund, for replacement of the Levitt Pavillion stage.

Dear Ms. Tooker,

This office respectfully requests an appropriation of \$124,000 to the Capital and Non-recurring Fund for replacement of the stage surface at the Levitt Pavillion. With constant exposure to the elements, rainwater has penetrated the stage surface, caused a delamination of the proprietary vinyl coating and destroyed the plywood underlayment beneath it. Attempted repairs to the surface have been unsuccessful and the remaining stage surface has numerous tripping hazards.

This item is on the Capital Forecast for FY 2025 at a funding level of \$150,000.

Respectfully,

Peter A. Ratkiewich, P.E.
Director of Public Works

cc: Gary Conrad, Finance Director
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FISCAL YEAR 2026

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Department of Public Works Date: 11/10/2025

PROJECT NAME AND DESCRIPTION
Analysis, design, permitting, and preparation of construction documents for Replacement of the Easton Road Sidewalk

IS IT LISTED IN THE 10-YR CAPITAL FORECAST? YES NO

If no, why not? This was an oversight.
The project has been planned for several years
If yes, answer the following two questions:
Which FY was the project first proposed? 2025
Which FY was the project first planned? 2021

| | | | |
|--------------------|------------|---------------------------|--------------------|
| APPROXIMATE COST: | \$ 112,000 | COST IN CAPITAL FORECAST: | \$150,000 |
| CONTINGENCY (10%): | 11,200 | | |
| | \$123,200 | ←TOTAL | REQUEST→ \$124,000 |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: Jan 2026 EST. COMPLETION DATE: June 2026

ESTIMATED USEFUL LIFE: 15 years

Is this project part of a larger capital project? No

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids received: 1 – this is a proprietary product that is installed by a sole-source contractor

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

Who will benefit from the project? All Residents of Westport

G:\Pw_off\PARVAPPRQST\CPR- LevittPavStageRepair.docx

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Is it a replacement? YES NO

Currently the deck coating is coming up due to water infiltration and delamination. It is a tripping hazard that needs to be

If yes, describe condition of what is to be replaced: replaced in full to be done properly

Pictures attached? YES NO


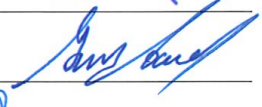

What other approvals/reviews are necessary to begin this project? RTM, BOS

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|--|------------------|
| DEPARTMENT HEAD |  | DATE: 11-12-25 |
| FINANCE DIRECTOR |  | DATE: 11-12-2025 |
| FIRST SELECTMAN |  | DATE: 11.12.25 |



William Drobish
Levitt Pavilion Westport
 110 Myrtle Avenue
 Westport, CT 06880
 Phone: 203-515-9900
 Email: wdrobish@westportct.gov

ESTIMATE

| Scope of Work | | AMOUNT |
|---|----------------------------|----------------------|
| Demo existing floor. Provide and install (2) layers of 1/2" plywood; Cascade vinyl (welded seams with double sided tape) and Harlequin Wood Base. Floor height: 1" nominal. | | |
| Space dimensions: Stage 36'3" x 85'9" | | \$ 112,677.06 |
| Performance Surface: Cascade | Site Visit Discount | \$ (800.00) |
| EXCLUSIONS: Transitions; joist repairs. | | |
| Total | | \$ 111,877.06 |

NOTE: Subfloors shall be structurally sound and level. If subfloors are wood, loose boards and nails shall be secured and gaps filled. Freight Charge may be discounted if client is able to receive dance floor material prior to the installation date. Warranty does not cover vinyl installation. American Harlequin is not responsible for special equipment needed for load in/delivery.

Pricing applies to a 1st floor installation only. If stairs are necessary for dance floor delivery, additional charges will be assessed. If quote pricing is based on the use and availability of a freight elevator able to facilitate transferring material to the dance rooms, the inside dimensions of the elevator must be a minimum width of 5-7 foot wide, 12-14 foot long, and depth of 8ft 6 inches.

Client is responsible for preparation of subfloor on which Dance Floor is to be installed. (Clean, dry and level in accordance with industry standards). All floor preparations, including completion of moisture test, to be made prior to arrival of Harlequin staff unless specified by AHC. Client is responsible for supplying all debris receptacles in close proximity to the work area and removing all debris receptacles, as needed, during/after installation. Transition strip removal, modification, and replacement is the responsibility of the client. Client is also responsible for any and all taxes, duties, permits, or other applicable domestic and/or non-domestic fees. To avoid additional charges, please ensure work area conditions meet Harlequin specifications prior to the arrival of Harlequin installers. Harlequin Activity and Harlequin Woodspring are exclusive to Harlequin Floors, and are only installed through the Harlequin Contracts Division.

TERMS: Fee for material/freight at order with American Harlequin Contract; balance due on site upon completion.

9/24/2025

(Freight pricing guaranteed for 7 days, all other pricing guaranteed for 30 days)

American Harlequin Corporation
 1531 Glen Avenue, Moorestown, NJ 08057 • 800-642-6440 • www.harlequinfloors.com



WESTPORT PUBLIC SCHOOLS

ELIO LONGO, JR., MBA
Chief Financial Officer

110 Myrtle Avenue
Westport, Connecticut 06880
Telephone: (203) 341-1001
Fax: (203) 341-1008
elongo@westportps.org

October 27, 2025

Dear First Selectwoman Tooker and Members of the Board of Finance,

I am writing regarding the Board of Education item listed on the Board of Finance agenda for November 5, 2025. This item pertains to the remaining projects within our FY26 Capital Improvement Plan.

The requested appropriation in the amount of \$3,574,260 covers the following capital projects:

- DW-008 Districtwide Painting of Exterior Facades: \$172,970 (hard costs)
- SHS-002 Auditorium Stage Rigging, Lighting, and Sound: \$3,037,790 (hard costs)
 - *Note:* Total project estimate is \$3,586,223
 - *Prior funding:* FY23 – \$85,499; FY24 – \$462,934
- SHS-006 Install Wireless Access Points on Athletic Fields: \$25,000 (soft costs)
 - *Estimated FY27 hard costs:* \$183,927
- SHS-025 Concession Stand for Fields with Bathrooms: \$25,000 (soft costs)
 - *Estimated FY27 hard costs:* \$305,222
- SHS-031 Renovate Girls' Locker Room (New Team Room): \$30,000 (soft costs)
 - *Estimated FY27 hard costs:* \$153,390
- BMS-011 Upgrade Science Labs: \$32,000 (soft costs)
 - *Estimated FY27 hard costs:* \$430,785
- GFS-008 Roof Replacement and Repair, Exhaust Fans: \$70,000 (soft costs)
 - *Estimated FY27 hard costs:* \$2,996,661
- SES-024 Replace Motorized Folding Partition (Gym): \$181,500 (hard costs)

Project details, including bid tabulations where appropriate, are attached to this letter for your review. We are also in the process of coordinating onsite reviews and inspections with the Board of Finance to provide a fuller understanding of each project.

Our hope is that the Board of Finance will approve funding for as many of the requested projects as possible at their December meeting, at the latest.

We look forward to discussing these requests with the Board of Finance and appreciate your continued partnership in maintaining and improving our school facilities.

Respectfully submitted,

Chief Financial Officer

APPROVED:
Jennifer S. Tooker
First Selectwoman
Date: 10/28/25

REMAINING FY25/26 CIP PROJECTS

| | FY 22/23 | FY 23/24 | FY 24/25 | FY 25/26 | FY 26/27 | Est. Total |
|---|-----------------|-----------------|-----------------|------------------|------------------|-------------------|
| DW-008 Painting Exterior Façade Components | - | - | 13,650 | 172,970 | - | 186,620 |
| SHS-002 SHS Auditorium | 85,499 | 462,934 | - | 3,037,790 | - | 3,586,223 |
| SHS-006 Install Wireless Access Points to Athletic Fields | - | - | - | 25,000 | 183,927 | 208,927 |
| SHS-025 Concession Stand for Fields with Bathrooms | - | - | - | 25,000 | 305,222 | 330,222 |
| SHS-031 Renovate Girls Locker Room (New Team Room) | - | - | - | 30,000 | 153,390 | 183,390 |
| BMS-011 Upgrade Science Labs | - | - | - | 32,000 | 430,785 | 462,785 |
| GFS-008 Roof Replacement and Repair, Exhaust Fans | - | - | - | 70,000 | 2,996,661 | 3,066,661 |
| SES-024 Replace Motorized Folding Partition (Gym) | - | - | - | 181,500 | - | 181,500 |
| | 85,499 | 462,934 | 13,650 | 3,574,260 | 4,069,985 | 8,206,328 |

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: **Board of Education** Date: 10/27/25

PROJECT NAME AND DESCRIPTION
DW-008 – Painting Exterior Façade Components

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?25
 Which FY was the project first planned?25

| | | | |
|---------------------------|-----------|----------------------------------|---|
| APPROXIMATE COST: | \$186,620 | COST IN CAPITAL FORECAST: | \$186,620 |
| CONTINGENCY (15%): | \$186,620 | ←TOTAL | REQUEST→ \$172,970 (\$13,660 previously approved) |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ **EST. COMPLETION DATE:** _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?

Has an RFP been issued? YES NO

Have bids been received? YES NO **Number of bids**
 received: 5

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

Who will benefit from the project? See attached report

[Empty rectangular box]

Is it a replacement? YES NO
X

If yes, describe condition of what is to be replaced: See attached report.

Pictures attached? YES NO
X

See attached report.

What other approvals/reviews are necessary to begin this project?
RTM Education & Finance
RTM

FINANCE

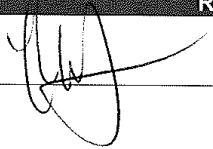
This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN-OFF

| | | |
|------------------|---|----------------|
| DEPARTMENT HEAD |  | DATE: 10/27/25 |
| FINANCE DIRECTOR | _____ | DATE: _____ |
| FIRST SELECTMAN | _____ | DATE: _____ |



Town of Westport

Job #: DW-008

District Wide Painting of Exterior Facades

1. Executive Summary

The intent of this project is to address the exterior building maintenance efforts overseen yearly by the Facilities Department at the seven school buildings. These painting, recaulking, lintel repairs, etc. efforts are an on-going approach to ensure that the various exterior components of the schools (i.e. doors and frames, window trim work, cornices, etc.) are properly maintained and kept fresh.

Assessment of Project and the Project Goals:

1. To perform the painting, recaulking, and/or lintel remediation efforts by a qualified painting contractor with coordination and oversight provided by the Facilities Department.
2. On-going maintenance efforts to the building exteriors, as required, to maintain the look and life expectancy of the building's exterior features.

Current efforts in place to address existing conditions:

1. Facilities will occasionally provide periodic upkeep measures for the school exteriors, as necessary, yet the more extensive repainting efforts require assistance from an outside contractor.

2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Cost for original design efforts: \$13,650

Estimated Hard Costs for construction efforts: \$172,970

Total Budgeted Costs: \$186,620



3. Procurement Process

The Construction RFP is currently being completed, with the bids anticipated back by the beginning of November. Following selection of the contractor by the end of November, the work is anticipated to start following the completion of the present school year and work would be completed during the Summer of 2026.

4. Anticipated Lifespan Expectancy

As with any exterior painting and caulking project, the work is anticipated to last 5 to 10 years depending on weather conditions and/or exposure to the sun. Lintel repair work will provide a longer time period until further remediation efforts are required.

5. Risk Assessment

The purpose of this on-going and yearly effort is to ensure that the various exterior components of the selected schools are properly maintained to keep the appearance of the exterior painted features at each school in a presentable and finished condition.

6. Photographs

Refer to the attached photographs of some of the various building features which will require re-painting and/or repair efforts:





Engineering & Design



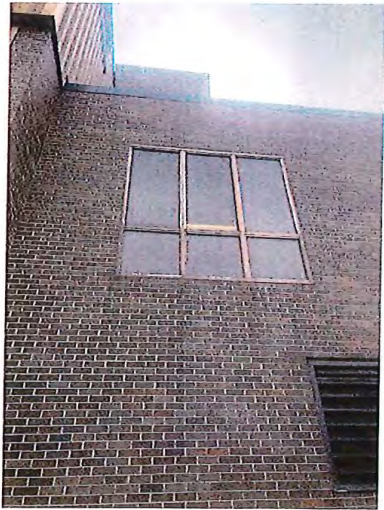


Job #: DW-008

Page 4 | 7



Engineering & Design



Job #: DW-008

Page 5 | 7



Job #: DW-008

Page 6 | 7



7. Priority Category

Building Envelope

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education Date: 10/27/25

PROJECT NAME AND DESCRIPTION

SHS-002 Stapled High School Auditorium Rigging, Lighting and Sound

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?23
 Which FY was the project first planned?23

APPROXIMATE COST: \$3,586,223 COST IN CAPITAL FORECAST: \$3,586,223

CONTINGENCY (15%): \$3,586,223 ← TOTAL REQUEST→ \$3,037,790 (\$548,433 previously approved)

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ EST. COMPLETION DATE: _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?

Has an RFP been issued? YES NO
X

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

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

Who will benefit from the project? See attached report

[Empty rectangular box]

Is it a replacement? YES NO
X

If yes, describe condition of what is to be replaced: See attached report.

Pictures attached? YES NO
X
See attached report.

What other approvals/reviews are necessary to begin this project?
RTM Education & Finance
RTM

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

DEPARTMENT HEAD [Signature] DATE: 11/27/25
FINANCE DIRECTOR _____ DATE: _____
FIRST SELECTMAN _____ DATE: _____



Town of Westport

Job #: SHS-002

Staples HS - Auditorium Stage Rigging and Lighting

1. Executive Summary

The project scope and subsequent request for a package of construction documents evolved from the initial assessments of the existing stage rigging safety inspection, performed by Sapsis Rigging, Inc., and the existing lighting system inspection, performed by Supertech, Inc. Both inspections were performed in 2022. These initial reports noted several deficiencies which warranted correction and, upon further review, it was determined that a designer should be contracted to provide a set of construction documents to properly address these necessary repairs. As the design process evolved, it was determined that upgrades to the Auditorium lighting as well as the sound components should also be included within the documentation to address the other current deficiencies present within the existing space.

Assessment of Project and the Project Goals:

1. Portions of the existing lighting and sound systems are obsolete and some of this equipment should be replaced due to their age and current conditions. Furthermore, the existing rigging, lighting and sound components have been modified over the years and some of these changes have resulted in potential safety concerns and operational challenges.
2. It was determined during the initial design review that the current methodology for the installation and removal of the counterweights from the arbors was unsafe. Subsequently, this resulted in the design of a new Loading Gallery feature as part of the renovation work.
3. To address the corrective measures necessary to the Auditorium Stage Rigging, Lighting and Sound Systems. These drawing packages include the following documentation:
 - a. Stage Rigging Modifications and Improvements
 - b. Loading Gallery, including the relocation of a few existing piping lines
 - c. Electrical Modifications and Improvements
 - d. Audio Visual Modifications and Improvements



Current efforts in place to address existing conditions:

1. The immediate safety concerns have been addressed by the district, however further improvements are recommended based on the initial assessment studies performed and as documented within the design drawing packages.
2. The construction bids were received on September 11, 2025, and this work is anticipated to commence possibly in April, or at the latest, June of 2026 following the completion of the school year. It is anticipated that the duration of the work will last approximately fifteen weeks. The schedule duration will be confirmed by the selected contractor and the impact upon the use of the Auditorium space at the start of the 2026-27 school year will be verified at a later date.

2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Soft Cost for original design efforts: \$153,636

Hard Costs for construction efforts: \$3,432,587

Total Estimated Costs: \$3,586,223

3. Procurement Process

The Design RFP was issued on January 5, 2024

The Design bids were received by the district on February 12, 2024, and the PO was issued to Theater Design on March 26, 2024

The completed design package was submitted on July 23, 2025, following added design scope requests.

The Construction RFP was issued on August 4, 2025, and the Construction bids were received on September 11, 2025.

Initial recommendation is to proceed with the base bid and Add Alternates #1, #3 and #5.

Selection of the contractor and issuance of the purchase order is pending final funding approvals. The construction efforts are anticipated to require about four months to complete and will be confirmed by the contractor once the purchase order has been issued.



4. Anticipated Lifespan Expectancy

Following completion of the proposed renovations and if properly maintained, the structural system components should have a life expectancy of at least 20 to 30 years; the electrical system components should have a life expectancy of at least 10 to 15 years; and sound system components should have a life expectancy of at least 10 years, depending on their use and long term care.

5. Risk Assessment

Based on the current conditions and age of several components, it is recommended that an upgrade to the rigging, lighting, and sound system features of the Auditorium space be addressed. Completing this work collectively is the most prudent and logical approach to minimize the overall impact and disruption to the space.

6. Photographs

Refer to the attached photographs found within the preliminary reports submitted by Sapsis Rigging, Inc., and Supertech, Inc., which document the existing conditions.

7. Priority Category

Safety, Mechanical, and Programmatic

BID TABULATION SUMMARY

Westport Public Schools
 Staples High School-Construction Services for Auditorium Modifications-DRAFT



RFP #26-007 Construction Services Bid Tabulation

Date: September 11, 2025

| CONSTRUCTION FIRM BID PACKAGE | | | | Addendum # Acknowledged | Insurance Compliance | Bid Bond Included with bid | List of Subcontractors Provided | Clarifications/ Exclusions |
|-------------------------------|---|---|---------------------|----------------------------|-------------------------|-------------------------------|---------------------------------------|-------------------------------|
| RANKING | FIRM | PROPOSAL ITEM | FEE BREAKDOWN | | | | | |
| | J. A. Rosa | | | | | | | |
| | Base Scope-per Drawing Package | Rigging work scope-Materials | 585,772.00 | | | | | |
| | | Rigging work scope-Labor | 224,936.00 | | | | | |
| | | New Loading Gallery-Materials | 11,625.00 | | | | | |
| | | New Loading Gallery-Labor | 33,712.00 | | | | | |
| | | Relocation of existing Piping Lines-Materials | 41,849.00 | | | | | |
| | | Relocation of existing Piping Lines-Labor | 27,899.00 | | | | | |
| | | Lighting System work scope-Materials | 1,330,915.00 | | | | | |
| | | Lighting System work scope-Labor | 149,755.00 | | | | | |
| | | Audio Visual System work scope-Materials | 369,084.00 | | YES | YES (15%) | | |
| | | Audio Visual System work scope-Labor | 40,686.00 | | YES | | YES | NONE |
| | | Other Costs (General Conditions) | 131,865.00 | | | | | |
| | | Base Scope sub-total Bid | 2,948,098.00 | | | | | |
| | | ALTERNATES: | | | | | | |
| | | Alternate #1-AV scope in Supporting Spaces | 27,399.00 | | | | | |
| | | Alternate #2-AV scope at Mix & Stage Boxes | 92,333.00 | | | | | |
| | Alternate #3-Wireless mic's and Loose Eqpt. | 84,047.00 | | | | | | |
| | Alternate #4-3 Year Service Level Agreement | 18,250.00 | | | | | | |
| | Alternate #5-5 Year Service Level Agreement | 33,750.00 | | | | | | |
| | Total Bid-Including Alternates #1, #3 and #5 | \$ 3,093,294.00 | | | | | | |
| | JLY Construction | | | | | | | |
| | Base Scope-per Drawing Package | Rigging work scope-Materials | 750,000.00 | | | | | |
| | | Rigging work scope-Labor | 250,000.00 | | | | | |
| | | New Loading Gallery-Materials | 35,000.00 | | | | | |
| | | New Loading Gallery-Labor | 35,000.00 | | | | | |
| | | Relocation of existing Piping Lines-Materials | 10,000.00 | | | | | |
| | | Relocation of existing Piping Lines-Labor | 25,000.00 | | | | | |
| | | Lighting System work scope-Materials | 1,000,000.00 | | | | | |
| | | Lighting System work scope-Labor | 800,000.00 | | | | | |
| | | Audio Visual System work scope-Materials | 400,000.00 | | YES | YES (15%) | | |
| | | Audio Visual System work scope-Labor | 100,000.00 | | YES | | YES | NONE |
| | | Other Costs (General Conditions) | 347,500.00 | | | | | |
| | | Base Scope sub-total Bid | 3,752,500.00 | | | | | |
| | | ALTERNATES: | | | | | | |
| | | Alternate #1-AV scope in Supporting Spaces | 30,000.00 | | | | | |
| | | Alternate #2-AV scope at Mix & Stage Boxes | 100,000.00 | | | | | |
| | Alternate #3-Wireless mic's and Loose Eqpt. | 95,000.00 | | | | | | |
| | Alternate #4-3 Year Service Level Agreement | 7,500.00 | | | | | | |
| | Alternate #5-5 Year Service Level Agreement | 10,000.00 | | | | | | |
| | Total Bid-Including Alternates #1, #3 and #5 | \$ 3,887,500.00 | | | | | | |

135 New Road
Madison, CT 06443

Main: +1 860 395 0055
Fax: +1 203 779 5661
www.cplusa.com



Project Leaders

Staples High School – Auditorium Scope Summary (CIP #SHS-002)

October 23, 2025

| AUDITORIUM FEATURES | INCLUDED | NOT INCLUDED |
|---|---|--|
| Upgraded Stage Rigging | X | |
| Upgraded Stage Lighting System | X | |
| Upgraded House Lighting | X (Includes overhead, perimeter, and new aisle lighting) | |
| New Loading Gallery (including relocation of existing water piping at stage left) | X | |
| Structural repairs to the (2) existing L-brackets at rear of Auditorium | X | |
| Audio Visual System Upgrades | X | |
| Audio and Video Upgrades to supporting spaces (Black Box) | X (Add Alternate #1) | |
| Audio and Video Console and Stage Boxes | | X (Add Alternate #2) This equipment package would be used sparingly and it will be cheaper to rent if/when required |
| Wireless Microphones and Loose Equipment | X (Add Alternate #3) | |
| Service Level Agreement | X (Add Alternate #5) 5-Year Plan option recommended | X (Add Alternate #4) 3-Year Plan option declined |

Accelerating success. —



| AUDITORIUM FEATURES | INCLUDED | NOT INCLUDED |
|---|----------|--------------|
| Seating | | X |
| Acoustic Wall Enhancements (diffusion and/or reflection panels on Auditorium walls) | | X |
| Carpeting | | X |
| New Painted Finishes (concrete floor, walls and ceiling) | | X |
| LED Scenic Wall | | X |
| Upgrades to Control Room | | X |
| Additional Theater Storage Space | | X |

Accelerating success. —



Safety Inspection Photos

Staples High School

Auditorium
70 North Avenue
Westport, CT 06880



870 Bunting Lane, Bldg A
Primos, PA 19018

800-727-7471

www.sapsis-rigging.com

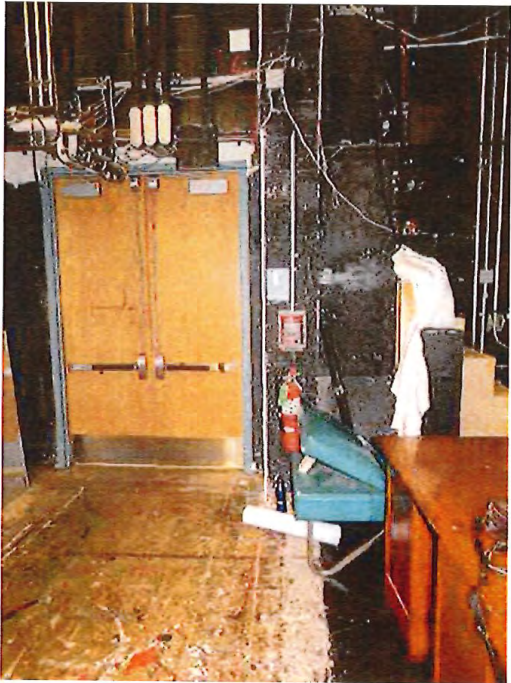
Requested By: Steve Hamelin
Inspection Date: September 22, 2022
Inspector: Stu Cox

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Safety Inspection • Auditorium • Staples High School • Westport, CT • 9/22/2022



1



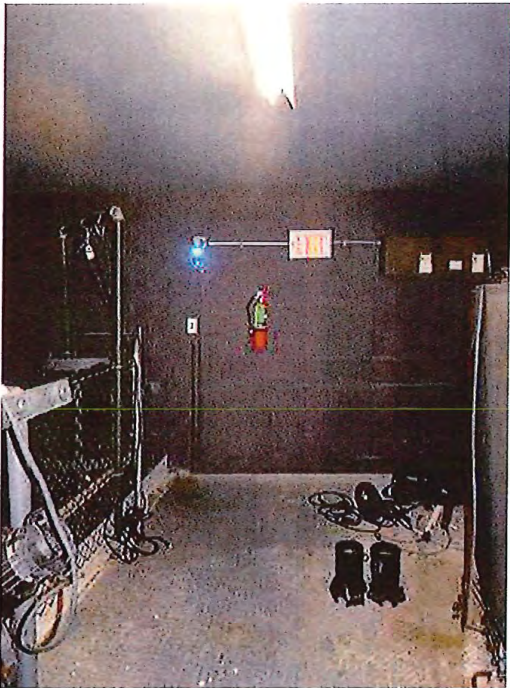
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Sapsis Rigging, Inc. • 870 Bunting Ln., Bldg. A, Primos, PA 19018 • 215-228-0888 • www.sapsis-rigging.com

Safety Inspection • Auditorium • Staples High School • Westport, CT • 9/22/2022



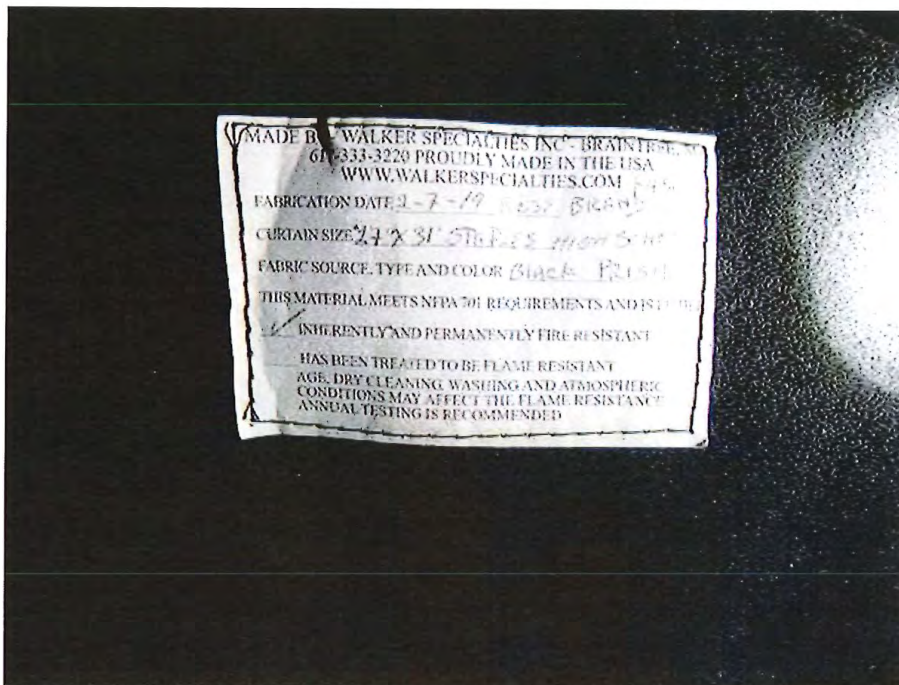
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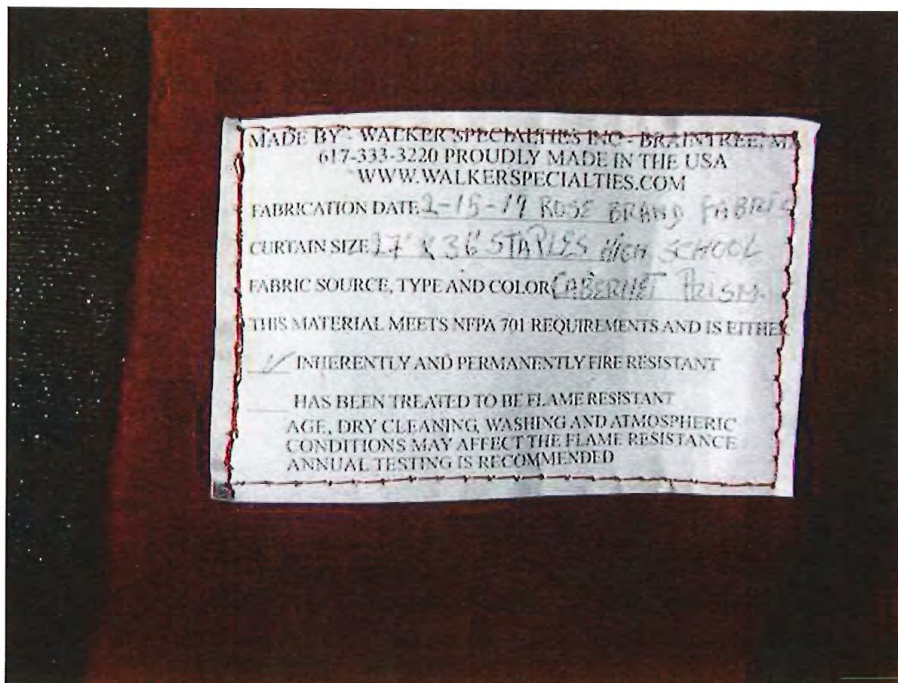
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5



6

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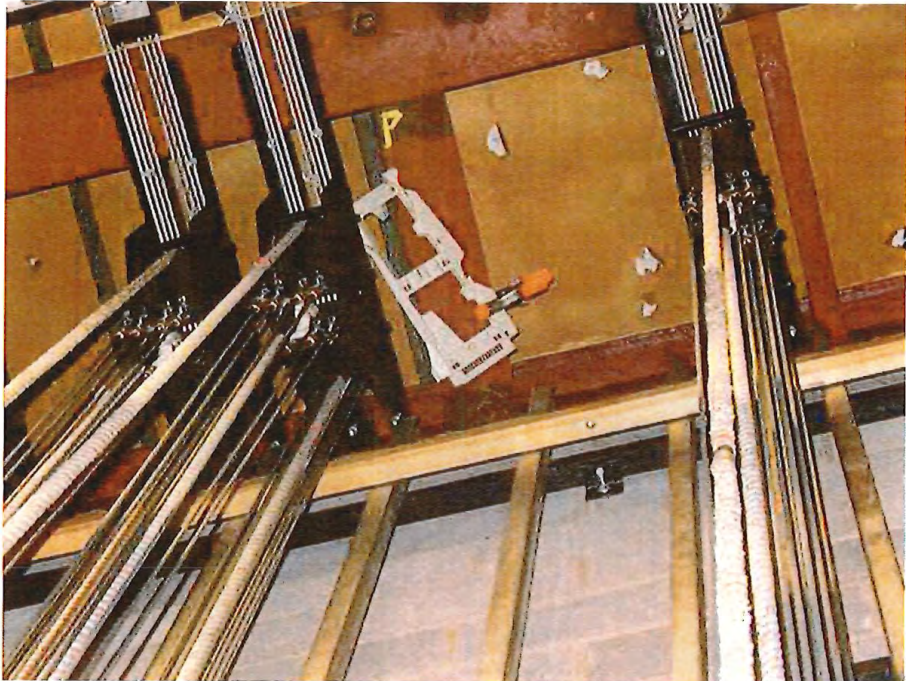
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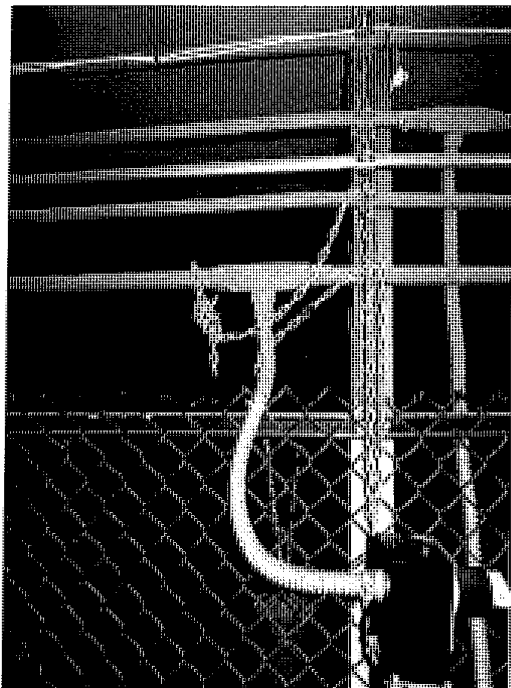
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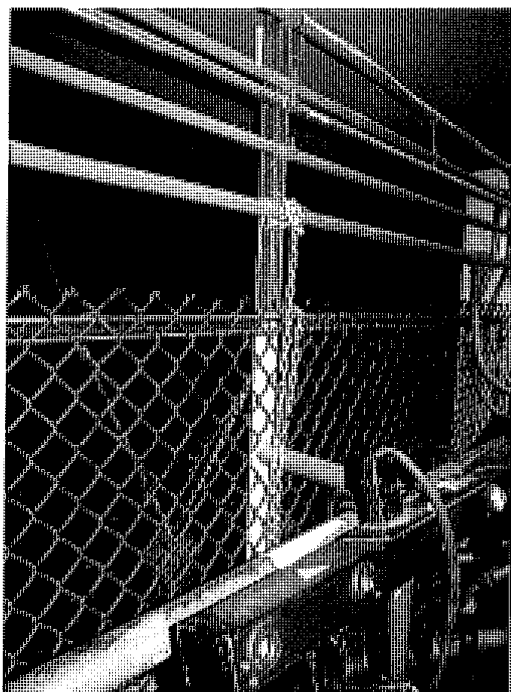
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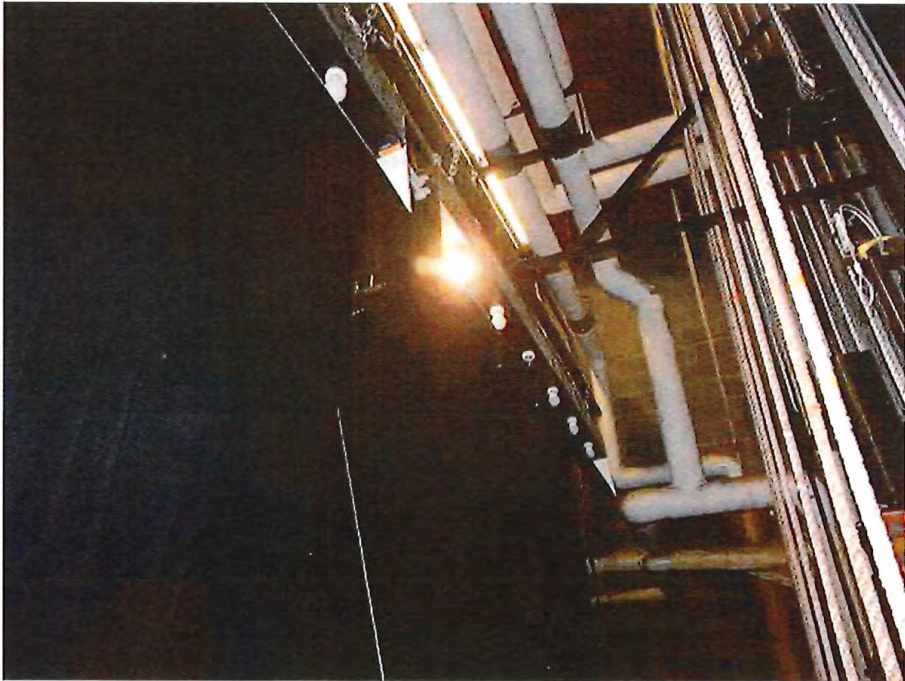
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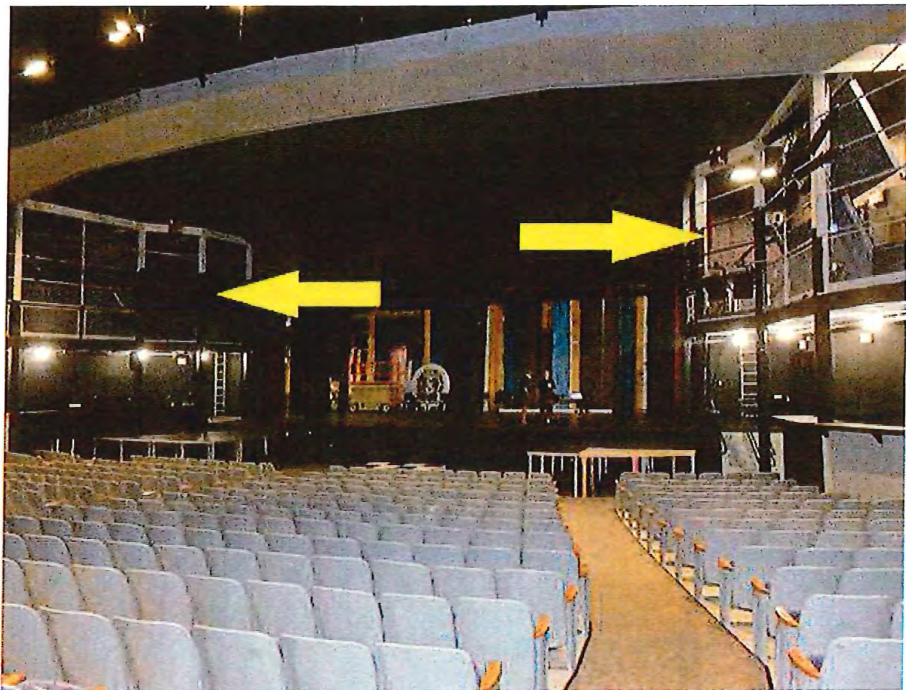
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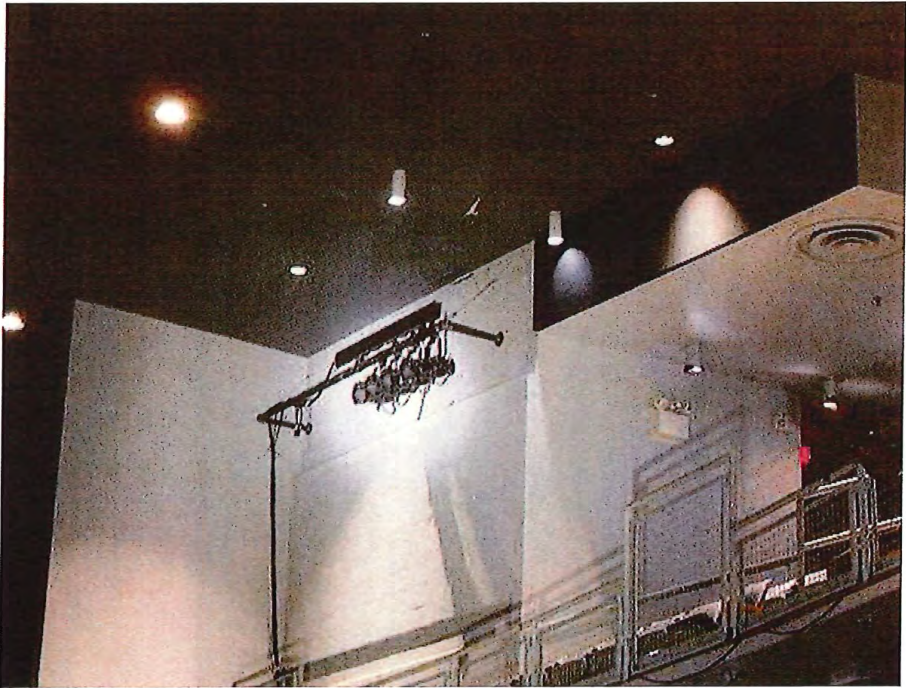
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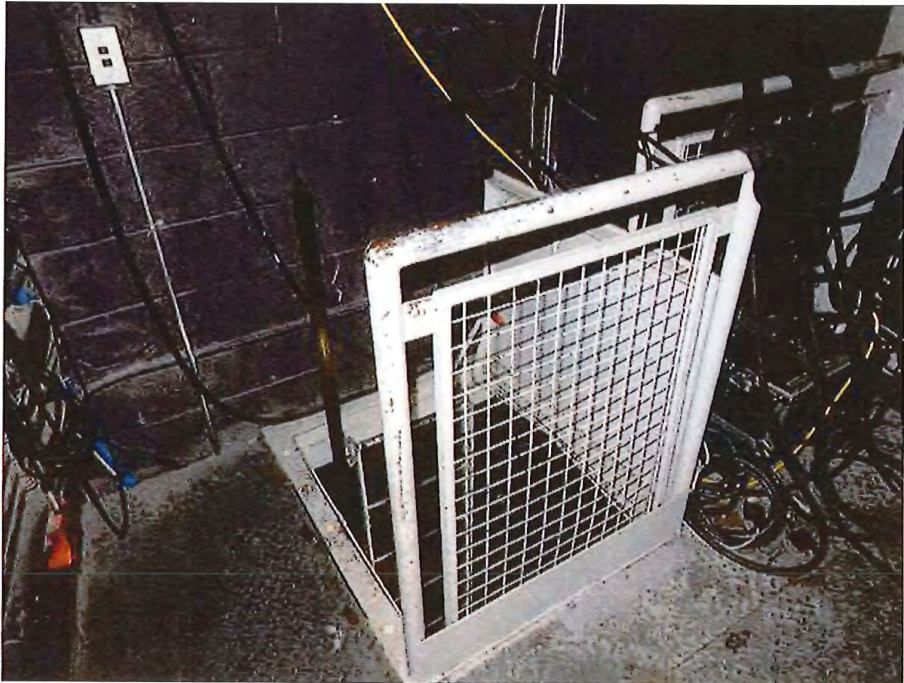
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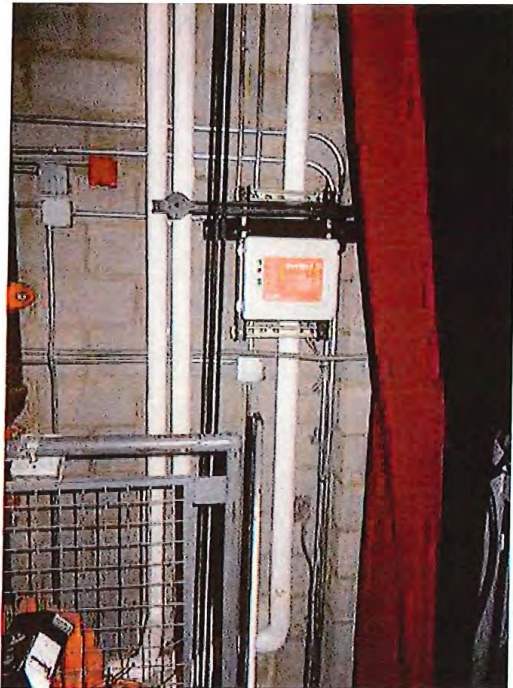
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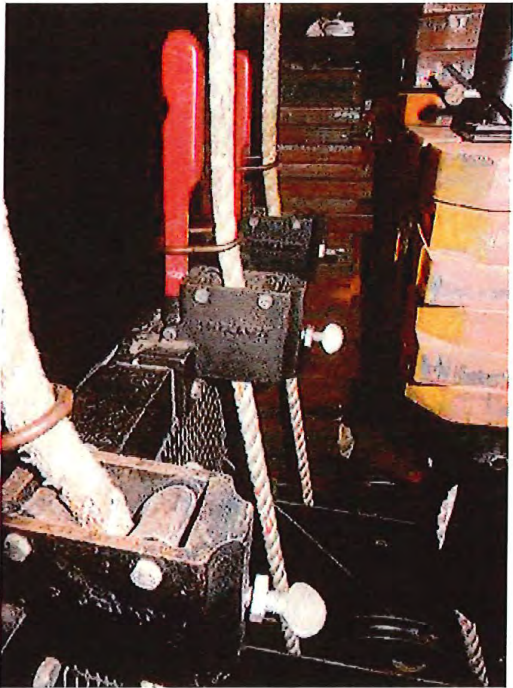
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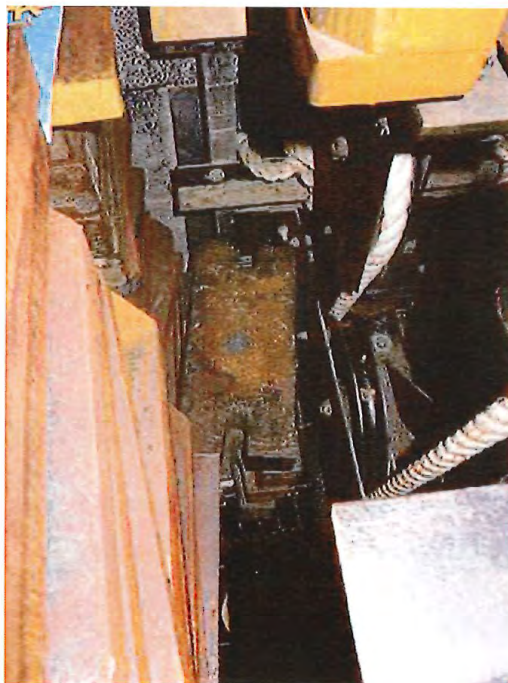
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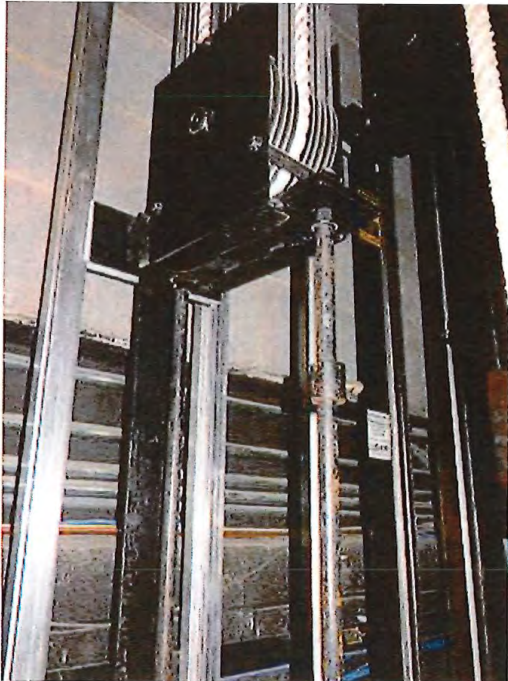
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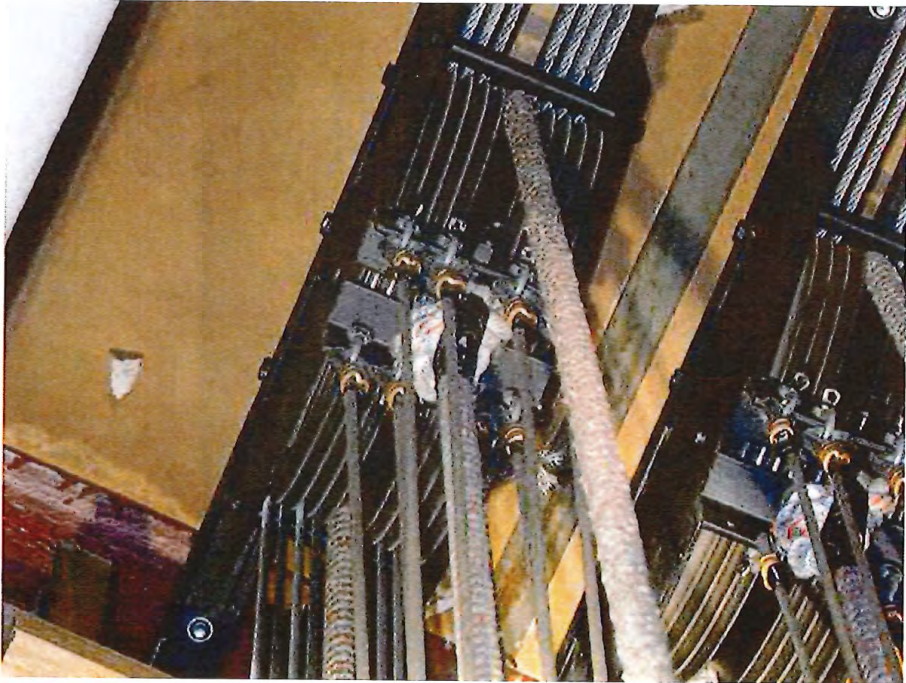
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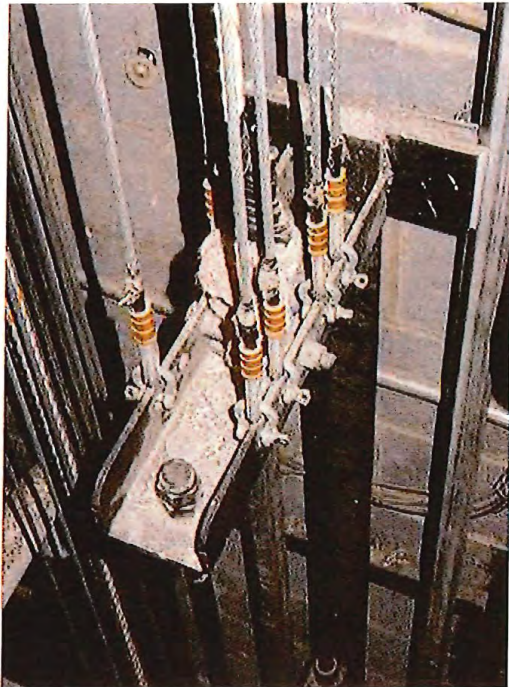
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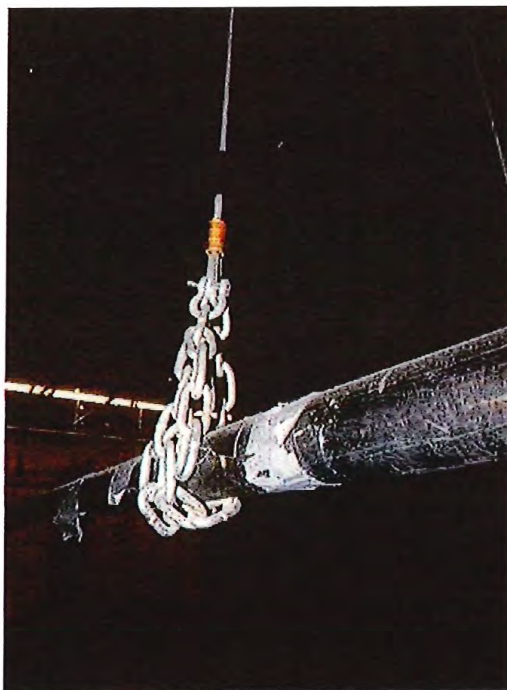
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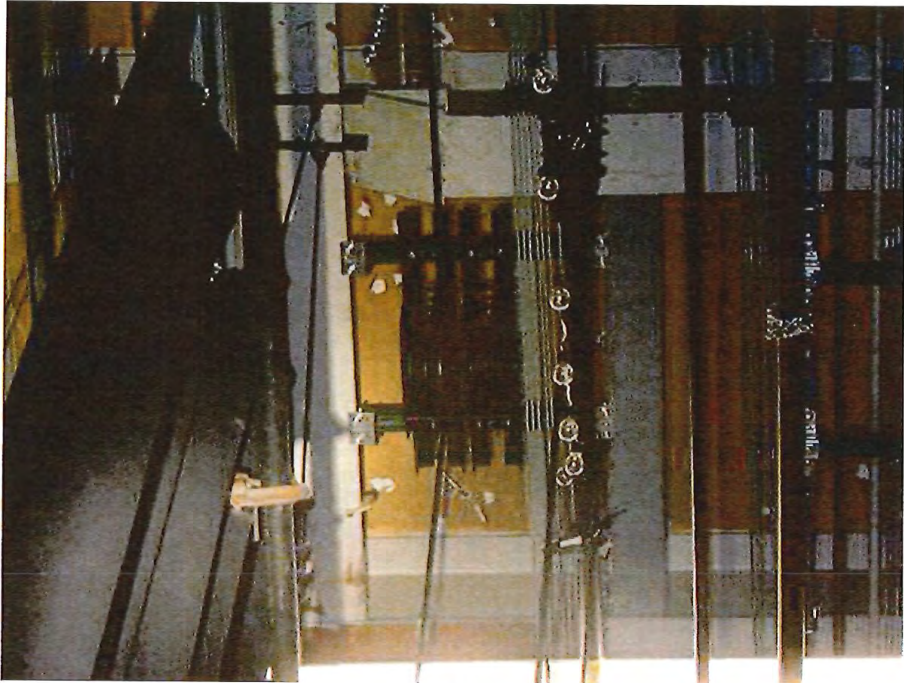
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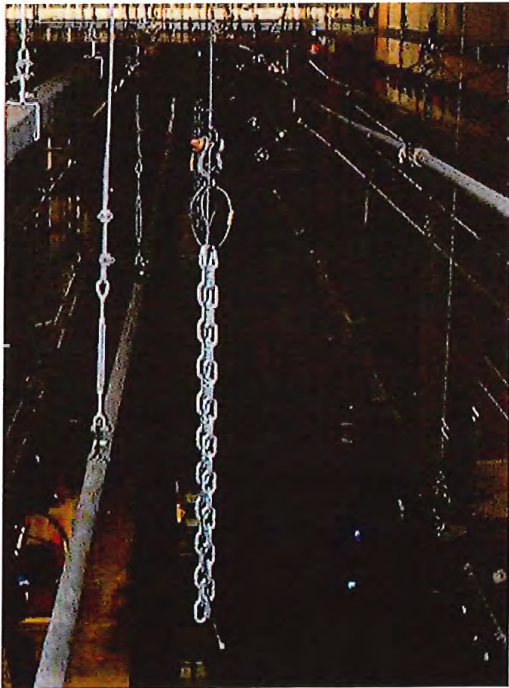
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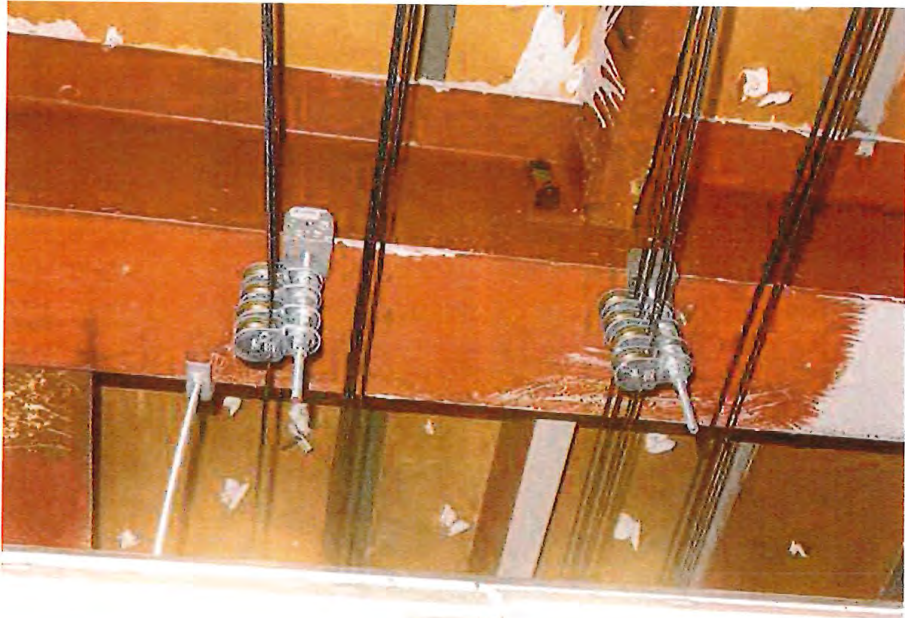
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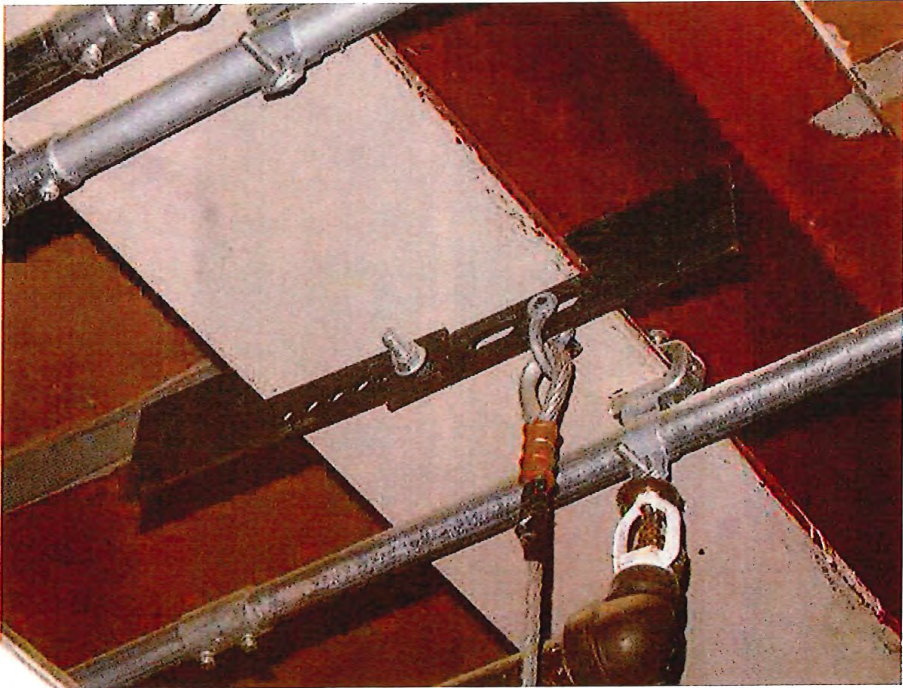
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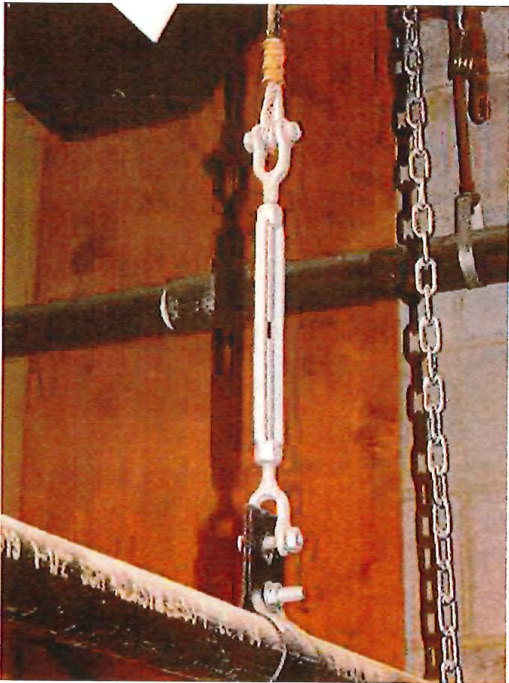
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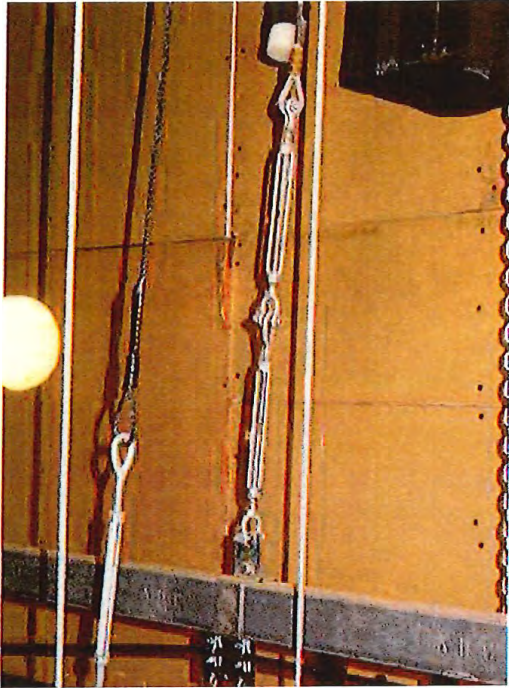
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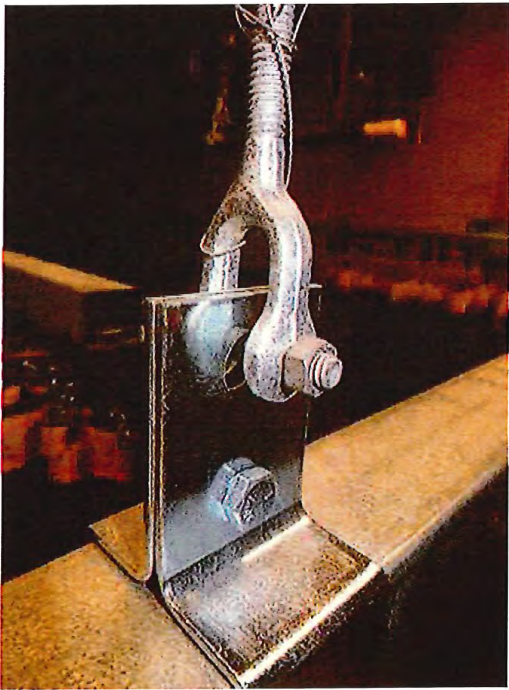
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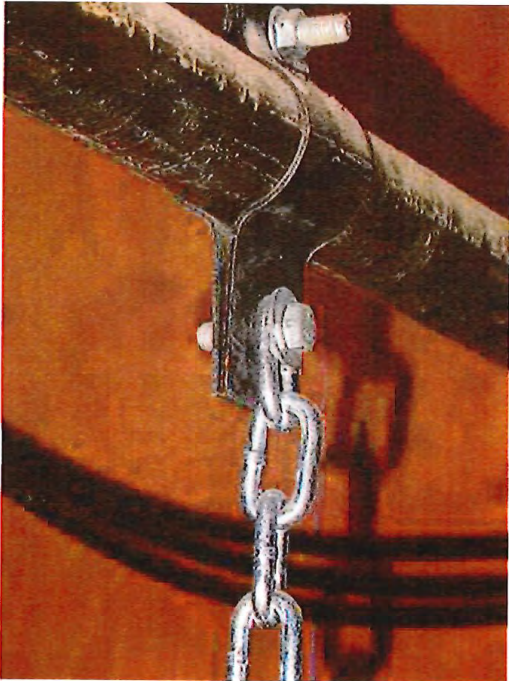
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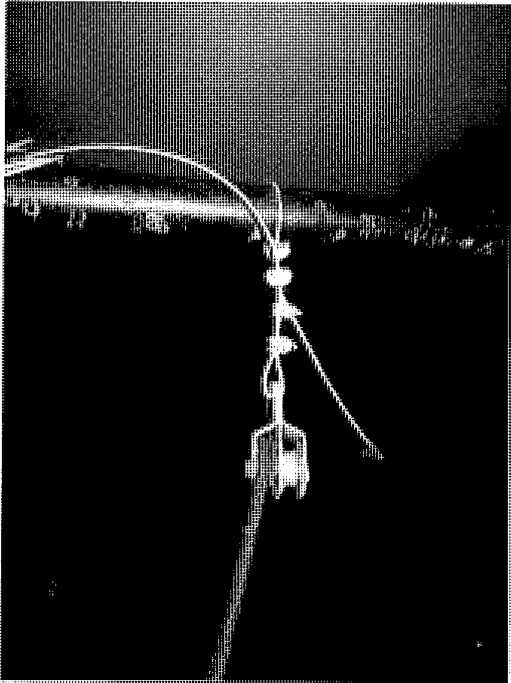
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Safety Inspection Report

Staples High School

Auditorium
70 North Avenue
Westport, CT 06880



870 Bunting Lane, Bldg A
Primos, PA 19018

800-727-7471

www.sapsis-rigging.com

Requested By: Steve Hamelin
Inspection Date: September 22, 2022
Inspector: Stu Cox

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Statement of Purpose

Rigging inspections are conducted by Sapsis Rigging, Inc. to help make performance spaces a safer place to work, perform and visit.

We conduct our inspections using the following criteria:

- Manufacturer specifications
- Nation Building, Fire and Safety Codes
- OSHA Regulations
- Recognized standards from independent testing organizations
- ANSI
- Common sense.

A professional rigging inspection should be conducted on an annual basis. To further reduce the likelihood of accidents, these inspections should be part of a well-documented, ongoing maintenance program incorporating all areas of the performance facility.

Structural Report

As a service to the client, Sapsis Rigging, Inc. will visually inspect, where possible, the support structure of the stage area. However, Sapsis Rigging, Inc. shall not be held responsible for any/all structural members in the facility. If, in the inspector's opinion, a problem exists, or if the client has any questions or concerns regarding any support member in the facility, we strongly recommend that a professional engineer be retained to make the necessary evaluations.

**Auditorium
Staples High School
Westport, CT**

September 22, 2022

General Description

This is a proscenium theater. The onstage rigging systems consist of:

- Eleven (11) double purchase, J-track guided, counterweight line sets.
- Two (2) single purchase, J-track guided, counterweight line sets.
- Four (4) tripping line sets, disabled.
- Five (5) spot rope blocks.
- A lighting box truss on three (3) chain hoists.
- A dead hung projection screen under the proscenium, disabled.
- Two (2) dead hung battens.
- Three (3) dead hung traveler tracks.
- Two (2) dead hung side tab traveler tracks.
- A fly gallery, stage left.

The locking rail is located stage left on the fly gallery. The loft blocks are underhung from the building steel. There is no grid.

The front-of-house (FOH) rigging systems consist of:

- A dead hung valance.
- A lighting box truss on three (3) chain hoists.
- A catwalk lighting position.
- Eight (8) horizontal side lighting positions.
- Six (6) vertical side lighting positions.
- A balcony railing used as a lighting position.
- Two (2) back-of-house (BOH) lighting positions.
- Two (2) pipe mounted speakers.
- Two (2) post mounted speakers.

The theater is used for High School functions and productions.

Note: References in this report to **E1.4-1-2016** refer to the current ANSI Standard for **Manual Counterweight Rigging Systems**.

1. Fire Safety

- 1.1. High visibility signs should be placed above all onstage and catwalk fire extinguishers to make them easier to locate in the event of an emergency. **Photos 1, 2, 3 & 4**

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- 1.2. The pathways to all fire extinguishers should be kept clear at all times. **Photos 1 & 2**
- 1.3. Flame retardancy certificates for the stage curtains were not available at the time of this inspection. There are labels on the curtains, however, that show a fabrication date of February 2019 and denote inherently flame-retardant materials. **Photos 5 & 6**

2. General Building Safety

- 2.1. Access to the fly gallery ladder should be kept clear of all equipment and debris. **Photo 7**
- 2.2. There is a junction box on the fly gallery with a missing cover. **Photo 8**
- 2.3. The plastic frame clipped overhead of the fly gallery should be removed. **Photo 9**
- 2.4. All legacy or unused rigging equipment should be removed over stage and in the FOH. **Photos 10, 11, 12 & 13**
- 2.5. The index lighting strip over the locking rail has broken and missing bulbs. **Photo 14**

3. Fall Protection Safety

- 3.1. Personal fall protection systems are needed in the following locations:
 - 3.1.1. The FOH side lighting positions. **Photos 15, 16 & 17**
 - 3.1.2. The top of the fly gallery access ladder. **Photo 18**
 - 3.1.3. The stage right and stage left access ladders. **Photos 19 & 20**
 - 3.1.4. The top of the stage right and stage left catwalk access ladders. **Photos 21 & 22**
 - 3.1.5. The BOH lighting positions. **Photos 23 & 24**

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- 3.2. The hatch covers for the access ladders to FOH side lighting positions are heavy and difficult to operate. **Photos 25 & 26**

4. Structural

- 4.1. There were no obvious problems noted during this inspection. A professional engineer should address any questions concerning structural members in this facility.

5. Fire Safety Curtain

- 5.1. The fire safety curtain has been removed. The Sure-Guard II release is still in place and should be removed. **Photo 27**

6. Stage Rigging - Manual Counterweight Line Sets

- 6.1. The fly gallery and locking rail should be kept clear of all unnecessary equipment and supplies. **Photos 28 & 29**
- 6.2. The counterweight stacks are too high. Stacks of counterweight should not exceed 1' in height and should be neatly cross stacked. This will help prevent foot injuries from falling counterweights. **Photo 30**
- 6.3. The wooden pin rail on the fly gallery is not suitable for securing overhead loads. **Photo 31**
- 6.4. The rope locks have the following problems:
- 6.4.1. Several of the rope locks need adjustment. The locking mechanism should engage the rope and support a load of 50 pounds without damage to the rope.
- 6.4.2. Several of the locking nuts on the adjustment screws are loose. These nuts should be tight to prevent the adjustment screws from loosening during use. **Photo 32**
- 6.4.3. The tensioning thumbscrew of the #3 rope lock has broken off. **Photo 33**

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- 6.5. The tension blocks have the following problems:
- 6.5.1. All counterweights should be removed from under the locking rail to prevent interference with the operation of the tension blocks. **Photo 34**
 - 6.5.2. The tension blocks on several linesets are either close to landing or have landed. The tension blocks should be raised to the midway point in their guide tracks and the purchase lines should be trimmed to prevent the purchase lines from going slack. **Photo 35**
 - 6.5.3. Wire mesh has been installed under the locking rail. This does not allow for proper operation of the tension blocks. **Photo 36**
- 6.6. The counterweight arbors have the following problems:
- 6.6.1. The locking collars are raised out of position on several line sets. These collars prevent the counterweights from being forced out of the arbors in the event of an out of balance accident. These collars should be tightened down on top of the weight stack at all times. **Photo 37**
 - 6.6.2. The locking collar thumbscrews are loose on several line sets. These collars prevent the counterweights from being forced out of the arbors in the event of an out of balance accident. These collars should be tightened down on top of the weight stack at all times.
 - 6.6.3. The backplates of the arbors should be labeled every 2 vertical feet per E1.4-1 2016 sec 3.7.7.3 to aid in placement of the spreader plates when loading counterweight.
 - 6.6.4. The spreader plates are used incorrectly on some line sets. Current industry standards call for a spreader plate for every 2 vertical feet of counterweight. The spreader plates prevent the arbor rods from bowing and releasing the counterweights in the event of a hard landing. **Photo 38**

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- 6.6.5. The spreader plates are tied up on several line sets. The spreader plates prevent the arbor rods from bowing and should be properly located in the arbor counterweight stack. **Photo 39**
- 6.7. The purchase lines are showing signs of wear. These lines should be replaced. **Photo 40**
- 6.8. There is slack in all of the purchase lines. The purchase lines should be re-trimmed. **Photo 35**
- 6.9. Some of the lift lines are running over an insulated pipe. The lift lines are cutting through the insulation. **Photo 41**
- 6.10. The lift line terminations have the following problems:
 - 6.10.1. The shackles at the head block lift line terminations require safety wires to prevent them from loosening. **Photo 42**
 - 6.10.2. The shackles at the arbor lift line terminations require safety wires to prevent them from loosening. **Photo 43**
 - 6.10.3. The hex nuts on the forged wire rope clips at the lift line terminations should be checked and tightened to the proper torque as required by the manufacturer. The torque setting for 1/4" diameter wire rope clips is 15 ft. pounds. **Photo 44**
 - 6.10.4. Malleable wire rope clips are used at the lift line terminations. Manufacturer specifications do not certify malleable wire rope clips for overhead lifting. Drop forged wire rope clips or copper compression sleeves should be used at these terminations. **Photos 45 & 46**
 - 6.10.5. There is only one wire rope clip at some of the lift line and cable cradle terminations. Manufacturer specifications require at least 2 properly spaced wire rope clips on all terminations. **Photos 46 & 47**

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- 6.11. The trim chains have the following problems:
- 6.11.1. Many of the trim chains are wrapped incorrectly around the battens, creating a crushing force on the chains. The trim chains should be wrapped around the battens without crossing over top of themselves. **Photos 48 & 49**
 - 6.11.2. The trim chain shackle is not dressed properly, placing a side load on the shackle. **Photo 50**
 - 6.11.3. The trim chains have captured the conduit on the electric's batten. **Photo 51**
 - 6.11.4. All screw pin anchor shackles, system wide, require safety wires to prevent them from loosening. **Photos 48, 49, 51 & 52**
- 6.12. The rope line set head blocks are mounted to Unistrut® track that is clipped to the I-beams in line with the resultant force, potentially allowing the Unistrut® and attached blocks to slide onstage when under load. **Photo 53**
- 6.13. The tripping line sets have the following problems:
- 6.13.1. There are no thimbles in some of the lift line termination eyes. Thimbles are required to prevent damage to the wire rope caused by the sharp bend of the eye. **Photo 54**
 - 6.13.2. All turnbuckles, system wide, require a safety wire to prevent them from loosening. **Photo 55**
 - 6.13.3. All screw pin anchor shackles, system wide, require safety wires to prevent them from loosening. **Photo 56**
 - 6.13.4. C-clamp style beam clamps are supporting the shop-made mule blocks. These cast clamps are not designed to support significant loads overhead. They can also loosen and become dislodged. A load rated beam clamp or custom hanging clamp would be preferable in this situation. **Photo 57**

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7. Stage Rigging - Lighting Trusses

- 7.1. All screw pin anchor shackles require safety wires to prevent them from loosening. **Photos 58 & 59**
- 7.2. Maintenance and inspection records were not available for the chain hoists at the time of this inspection. Logbooks should be kept for this equipment to facilitate future work and satisfy OSHA requirements.

8. Stage Rigging - Dead Hung Battens and Tracks

- 8.1. The beam clamps are not wide enough for the I-Beams.
Photo 60
- 8.2. The chains wrap the Unistrut®. Wrapping the Unistrut® with chain in this manner places a side load on individual chain links. The chain is not designed for this condition. The chains should terminate to through bolted drop forged shouldered eyebolts. **Photo 61**
- 8.3. All turnbuckles, system wide, require safety wires to prevent them from loosening. **Photos 62 & 63**
- 8.4. The turnbuckles have standard hex nuts installed on the jaw end bolts. The standard hex nuts should be replaced with a locking nut such as a nylon insert nut. **Photos 62, 63 & 64**
- 8.5. The dead-end of the supporting chain is trapped in a rotated link at the shackle termination at several locations. The dead-end should be clear of the load path from the live chain load to shackle.
Photo 65
- 8.6. The chain terminates to the batten clamp with a grade-5 bolt. Bolts, when used as a termination device for chain, do not support the load appropriately. This connection should be changed to a batten clamp and shackle assembly. **Photo 66**
- 8.7. All screw pin anchor shackles, system wide, require safety wires to prevent them from loosening. **Photos 60 & 67**

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Safety Inspection • Auditorium • Staples High School • Westport, CT • 9/22/2022 • Page 8

9. Projection Screen

- 9.1. S-hooks are used to suspend the projection screen housing. The S-hooks are not rated for overhead suspension. Only load rated hardware and fittings should be used. **Photos 68, 69 & 70**
- 9.2. The S-hook is placed over the chain link sideways. Rigged in this manner, the S-hook places a side load on individual chain links. The chain is not designed for this condition. **Photo 69**
- 9.3. The projection screen has been removed from the housing. The housing and its rigging should be removed. **Photo 68**

10. Front-of-House (FOH)

- 10.1. The valance is supported by eyebolts connected to Unistrut® by Unistrut® nuts. Unistrut® nuts are not recommended as there is no way to ensure the hex nuts stay tight. **Photo 71**
- 10.2. The catwalk tag line rigging has the following problems:
 - 10.2.1. The pipe structure uses threaded cast iron plumbing fittings. These fittings are not load rated for this application and can fail without warning. **Photo 72**
 - 10.2.2. Malleable wire rope clips are used at the wire rope terminations. Manufacturer specifications do not certify malleable wire rope clips for overhead lifting. Drop forged wire rope clips or copper compression sleeves should be used at these terminations. **Photo 73**
 - 10.2.3. There are no thimbles in the wire rope termination eyes. Thimbles are required to prevent damage to the wire rope caused by the sharp bend of the eye. **Photo 73**
 - 10.2.4. The wire rope wraps the pipe. Wrapping the wire rope around the pipe places strain on the wire rope clips. **Photo 73**

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Summary

The problems in this report should be addressed as soon as possible. In addition, a fully documented maintenance plan should be put into effect. This plan, along with regular inspections, will not only help ensure the safety of all that use this facility, but also prolong the life of the equipment.

End of Report

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**Staples High School Auditorium
Inspection Report on Stage Lighting and Stage Rigging Systems
10/18/2022**

I.) Stage Rigging

The stage rigging is in generally poor condition, with multiple instances of incorrect methods used.

A.) The stage rigging has been inspected and a report has been provided. Rigging notes below pertain to the lighting system.

Recommendation: The stage rigging should be repaired and/or replaced per the rigging inspection. Upgrades to more current equipment such as motorized rigging could be considered, and they would improve the ability for safer methods of operation for staff and students.

B.) The chain hoist control system for existing trusses is installed as a temporary system. The system does not have enough control channels for all six chain hoists, requiring repatching of hoist cables and introducing the possibility of error when controlling the hoists, which could lead to a dangerous situation when moving the trusses. Three of the chain hoists are hung motor up and three are motor down.

Recommendation: Install a permanent installation motor control system, with a minimum of control for six motors, permanent cabling in conduit, and a remote to allow operation from a position where the trusses and motors can be seen while moving. Rehang all hoists with motors up to interface with new control system. Replace span sets on trussed with engineered truss pickups.

C.) The balcony rail is presently being used as a lighting hanging position. Fixtures are hung yoked out, putting stress on the balcony rail, which is not designed for this purpose. Access to the lighting fixtures is limited and sight lines are, in some cases, obscured.

Recommendation: Install a new engineered hanging position, which will allow for the lighting fixtures to be hung without stressing the balcony rail, preferably out of audience sight lines, with permanently installed circuiting and control to minimize loose cables on the balcony.

D.) Proscenium arch has torm pipes that are jury rigged from two smaller torm pipes and additional pipes clamped to them.

Recommendation: Replace torm pipes with new single unit torm pipes with welded angles and flanges and midpoint bracing, that extend from the bottom of the valance to the floor.

E.) Rear of house lighting positions are difficult to access, and are fabricated with non-welded components.

Recommendation: Replace torm pipes with new torm pipes with welded angles and flanges. Consider repositioning for easier access. Provide permanent circuiting and control to eliminate unsightly loose cabling.

II.) Stage Lighting

The stage lighting system is in fair to poor condition, and most of the current equipment is no longer manufactured. The system design relies upon outdated concepts, with local dimmer bars at various locations. A DMX control system is present, but it does not incorporate modern distribution or networking capabilities.

This is a relatively large theater, but the system design requires extensive cabling, instead of having circuits and control points available at locations throughout the theater. There is temporary cabling being used as permanent wiring in many locations and flexibility is limited by the system design.

There are numerous code issues throughout the space. Much of the lighting equipment is either not functioning, or it is in need of repair. Work lighting is inadequate for production work in the space.

The house lighting system is in need of repair and or replacement, with many of the controls inoperable. Adequate house lighting is an important life safety issue.

A.) Front of house (FOH)

The front of house positions are difficult to access. Lighting fixtures are hung on tormentor pipes which utilize threaded connections, which do not meet ANSI standards.





Recommendation: The front of house positions could be remounted lower for easier access. Refabricate new form pipes with welded corners and flanges. Permanent power and control wiring should be installed.

B.) Balcony Rail

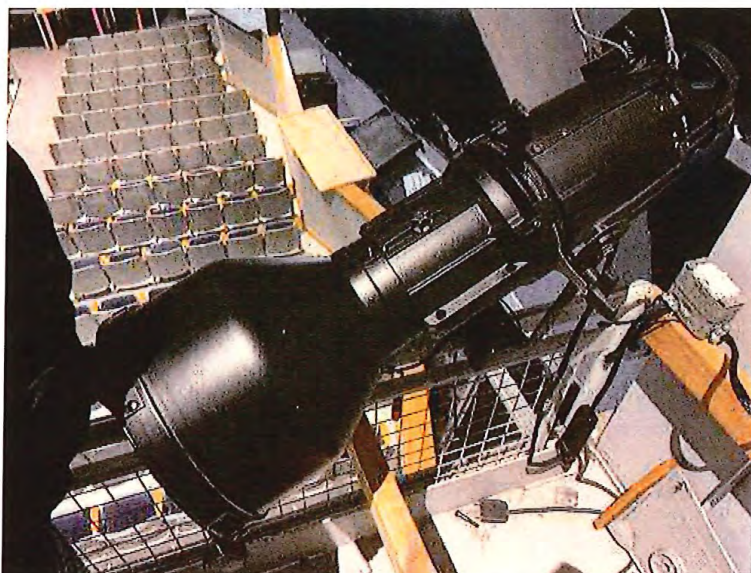
Lighting is hanging from the balcony guard railing. Temporary cabling is used instead of permanent wiring for power and control. This could be hazardous to audience members during a performance. Sight lines are impacted by lighting fixtures.



Recommendation: A separate hanging position could be created 6 or 8 Inches out from rail so lights could be hung in proper orientation with the yoke mounted vertically, to keep lighting fixtures away from the audience area and out of audience sight lines. Permanent conduit and circuit boxes should be run out to the new hanging positions.

C.) Balcony Rail Follow Spot Positions

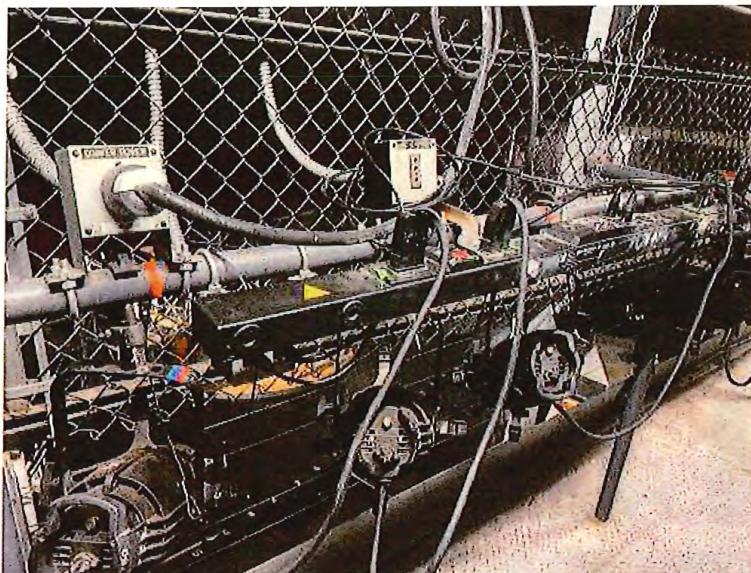
Follow spot positions are installed with inadequate add on hardware. Lighting fixtures are clamped to balcony guard railing. Power cable on homemade dimmer box is pulling out of its strain relief, and the box is missing covers, exposing sharp edges.



Recommendation: Lighting fixtures are clamped to balcony guard railing and should be mounted on follow spot stand pipe. Permanent power and control wiring should be provided. Upgrading fixtures upgraded to LED will no longer require a separate dimmer. City Theatrical offers a follow spot kit for more stable mounting, handling, and balance of the fixture.

D.) FOH Catwalk

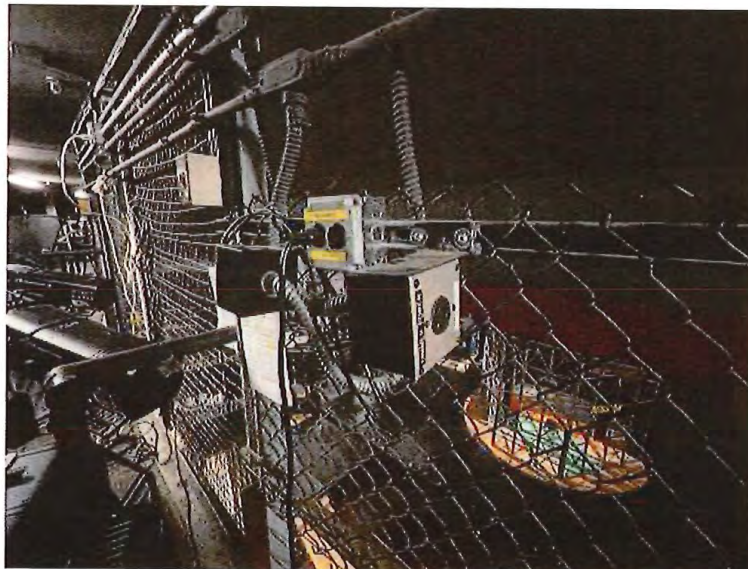
The front of house catwalk is covered with a wire mesh fencing for safety. Dimmer bars are attached to hanging rail, but extensive cabling is required to reach the lighting fixtures. Dimmer bars obstruct the lighting fixtures on the pipe.



Some of the outlets are damaged or in need of repair.



Various boxes for rehearsal lights, DMX, and dimmer power are located throughout the catwalk area, but they are disorganized and do not provide a coherent circuiting layout for lighting fixtures.



Recommendation: The catwalk power and control distribution should be reorganized and replaced. New outlet boxes and DMX outlets should be mounted at locations across the catwalk to minimize extra cabling.

E.) Side Tormentor Positions

The side tormentor positions offer flexibility not found in most theaters. Dimmer bars at a single location necessitates having to run cables all over the position.



Recommendation: Dimmer bars should be replaced with permanent power and control wiring at multiple locations to minimize cabling all over the position.

F.) Proscenium Tormentor Positions

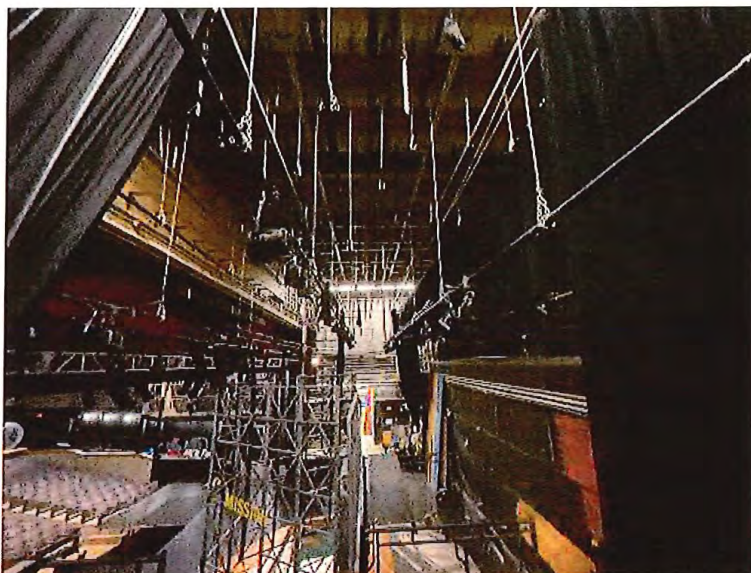
Tormentor pipes mounted to proscenium provide a useful hanging position, but they are fabricated improperly.



Recommendation: These positions should be replaced with properly fabricated single units with welded components and mounted to the floor.

G.) Stage Electrics

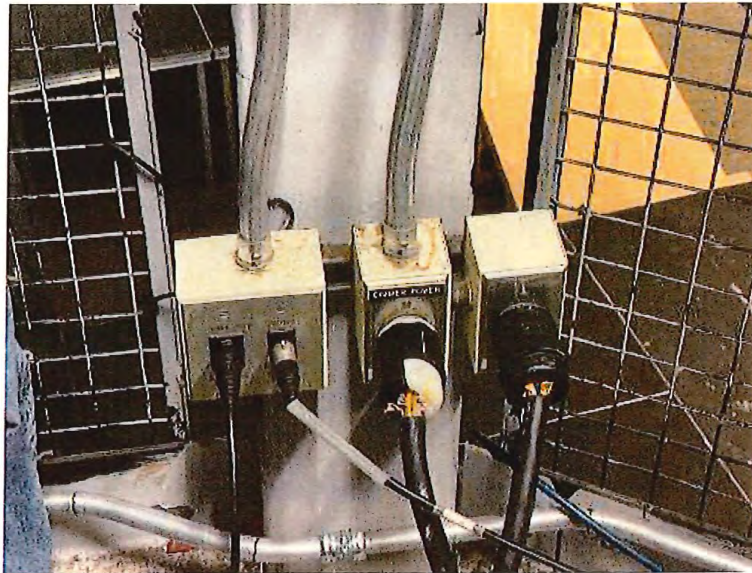
The stage electrics are powered by six circuit dimmer bars located in one position on each electric. All cabling on these 56' long electrics has to be routed down the pipe to these locations. There is ineffective cable management from the ceiling which is not located at the end of the pipe. The current configuration limits the number of circuits available on each pipe.



Recommendation: Replace the distribution, cable management and multicable with new full length connector strips, providing additional circuits and DMX control across the length of the pipe. If the intent is to motorize these electrics, provide hoist systems with integrated cable management.

H.) Dimming System

The dimming system is designed with no central dimming, except for house light dimming (addressed below). Six circuit dimmer bars are positioned throughout the space with cabling required from most positions to reach the dimmer bars. Many of the dimmer bars have connectors with strain reliefs not correctly maintained.



Many areas have dimmer bars that are not mounted. Many of the dimmer bars are located in areas that could be considered unsafe, either in terms of access to those areas or in terms of positioning to maintain safe operation and space for heat dissipation.



Recommendation: Dimming system wiring should be replaced with adequate circuits designed for an LED system. Relay racks should be supplied to allow for LED fixtures to be turned off when not in use, conserving electricity. Power distribution should be redesigned, replaced, and configured for efficient use to minimize extraneous cabling as much as possible, facilitating and speeding up deployment of new lighting plots.

I.) Control System

Lighting control console is an ETC Ion, which is a current product, and is adequate for control of an updated LED lighting system.



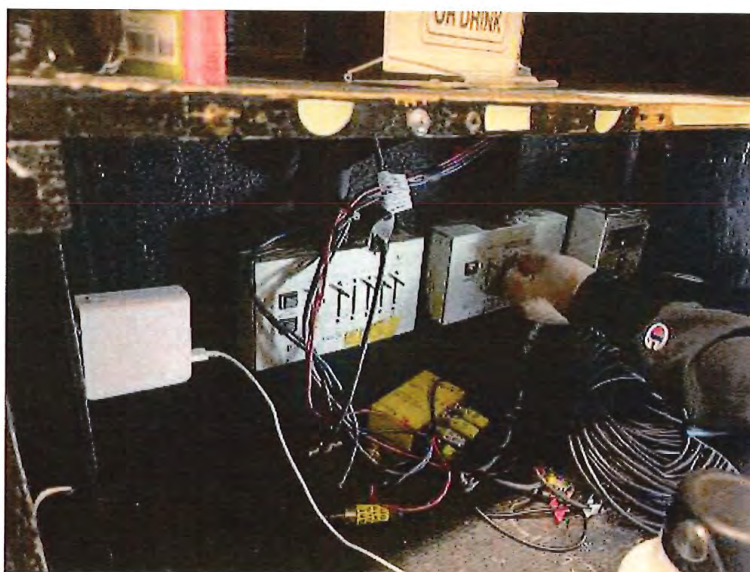
DMX distribution is outdated and not designed for the needs of a modern LED lighting system. Existing DMX outlets depend on jumping through to the next outlet to complete the run, making troubleshooting difficult.

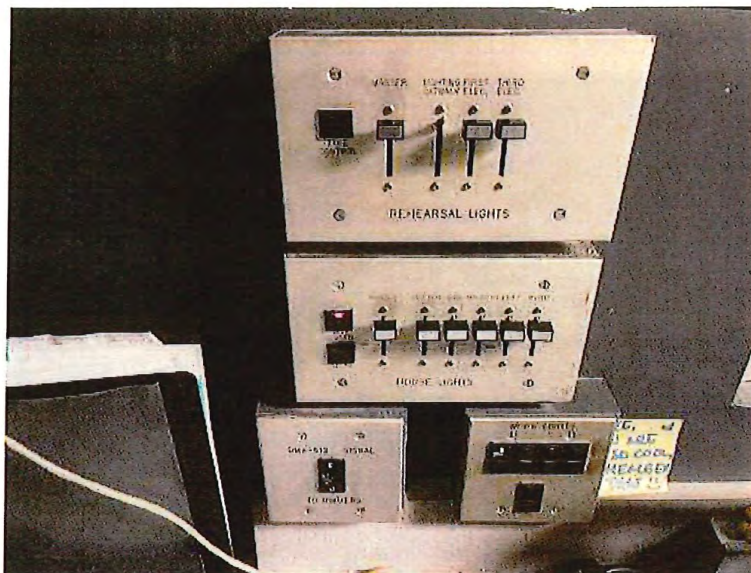


Recommendation: Update DMX control distribution system to modern networking equipment and cabling. Provide control locations at all fixture hanging positions. Control locations should be addressable to facilitate system setup.

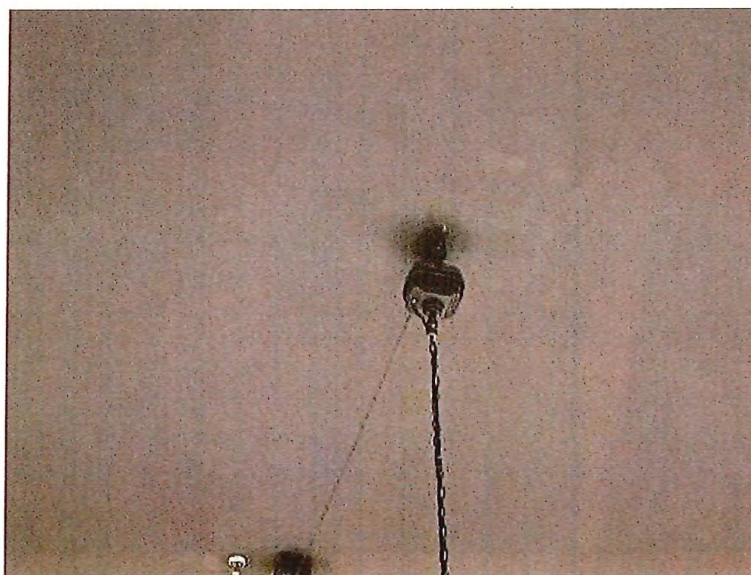
J.) House Light System

The auditorium house light system is barely functional. A number of attempts have been made to bolster the system, resulting in control issues. The house light dimming system is obsolete. Many of the control stations are inoperable.





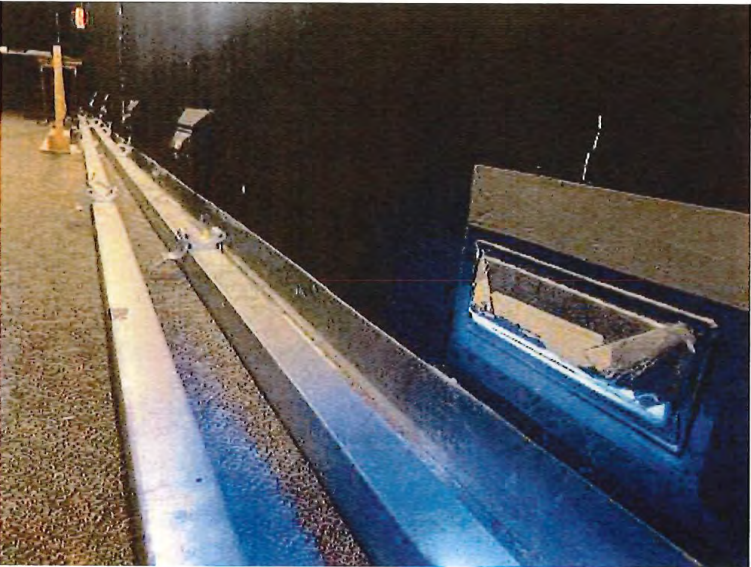
Some house light fixtures are not connected to the lighting system at all, and therefore not controllable for performances. Many of the house light fixtures need new lamps. A pendant fly system is required to reach some of the fixtures for re-lamping.



Many areas of the house are dark, because of nonfunctioning house lights.



Aisle lighting and safety lighting is in disrepair or not working.



Detrimental glare from side sconces.



Recommendation: The house light system should be replaced in its entirety, with the dimmer units replaced by relay panels. The house lighting fixtures should be replaced with DMX controlled LED fixtures, uniform in type throughout the space to provide adequate levels of light to maintain safe egress. Pendant winches should no longer be needed, as lamp replacement should be minimal.

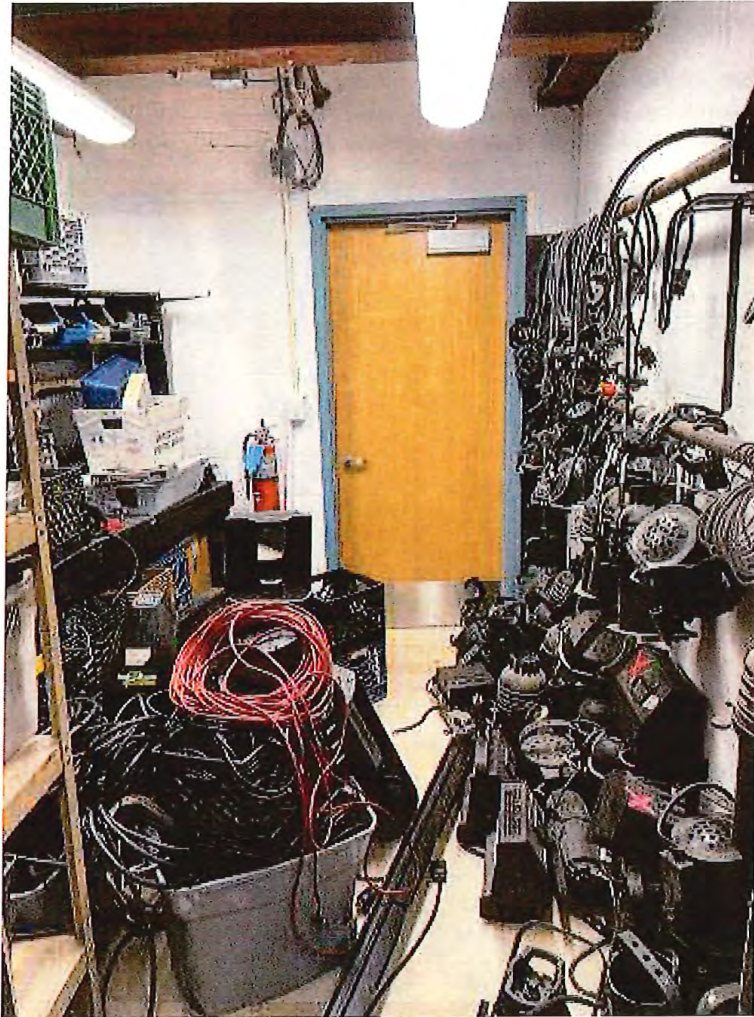
New house light controls, compatible with the new house lighting system, should be provided at all entry points, and touch screens should be located in the control booth and backstage at a stage managers position to provide the ability to have limited control of the lighting without having to use the lighting control console.

Aisle lighting and egress lighting should be updated to provide adequate access into and out of the space when the house lights are down for performance.

K.) Theatrical Lighting Fixtures

There is a combination of mostly conventional fixtures and some LED fixtures. Most of the conventional fixtures are approximately 15-30 years old. Many are in disrepair. With the current popularity of LED fixtures, lamps for these fixtures are being discontinued by some manufacturers, and they are getting harder to source. It is anticipated that this trend will continue into the future.





Recommendation: Replace all of the non-LED fixtures with new LED fixtures. Add some automated lighting fixtures. Provide new cabling for power and control to accommodate the new system. Inventory accessories and provide additional accessories, if needed. Add automated fixtures to improve flexibility and performance.

New LED fixtures will reduce electricity usage by 50-75% or more. In addition, HVAC load will be significantly reduced. Expendables such as lamps and gel will no longer be needed. New functions, such as color changing and automated lighting will add to the performance of the fixtures.

L.) Work Light

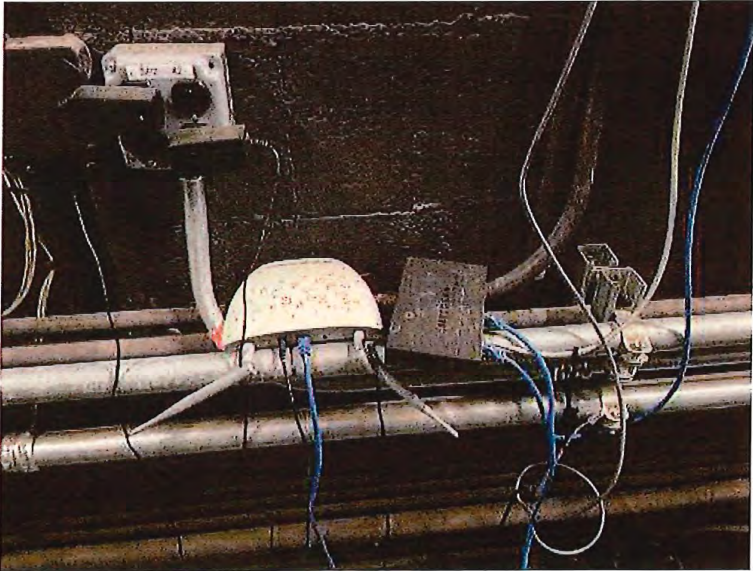
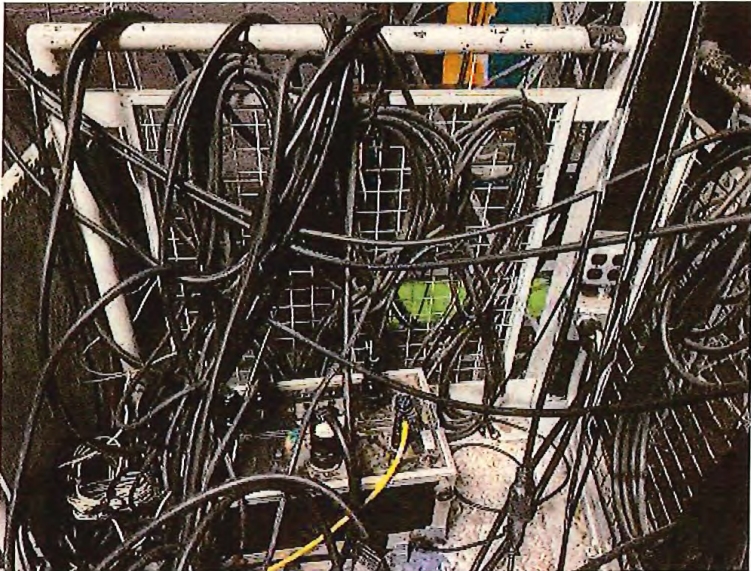
Work light over the stage is insufficient for production work. Work lights on the catwalk and side galleries need new lamps or electrical maintenance. Index lights on the fly rail have lamps burnt out or fixtures need repair.

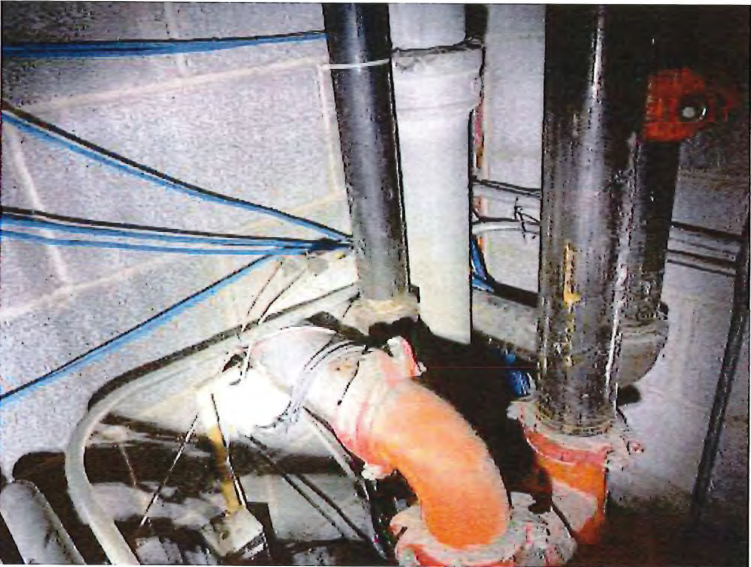


Recommendation: Work lights should be provided on the electrics for lighting the stage area to build scenery, etc. Additional high work lights to enable visibility of the rigging would also be an improvement. Replace and /or repair work lights on the catwalk and in the tech galleries. Index lights on fly rail need replacement lamps or should be updated to LED.

M.) Housekeeping, Safety

There are numerous housekeeping, maintenance, and code issues throughout the space.





Recommendation: The space needs a thorough cleaning and the loose equipment needs to be stored properly and inventoried. At a minimum, maintenance work for the system should be addressed as soon as possible.

III.) Conclusion:

The Staples High School auditorium could be a premier theater in the area provided:

- 1) Safety issues are corrected as soon as possible.
- 2) The theater systems are updated, including audio, lighting, and rigging systems.
- 3) Maintenance is done both from a technical standpoint and a cosmetic standpoint.
- 4) Technical personnel are hired and trained to maintain the theater once the work has been completed.

Several approaches to improving the space could be considered.

One approach would be to do the maintenance required to restore the systems to their original functions. Considering the current condition of the theater, this might prove to be a costly endeavor. This would leave the theater with working systems, but the original designs took approaches not usually found in modern theaters today.

Over the years, there have been multiple attempts to reconfigure, add to, and bypass different parts of the system, resulting in cables being run all over the facility, electrical boxes left without covers, abandoned conduits, and multiple layers of attempted repairs.

The stage lighting system is in fair to poor condition, and most of the current equipment is no longer manufactured. The system design relies upon outdated concepts, with local dimmer bars at various locations. The dimmer bars intended to control the conventional lighting have been relocated, discarded, and left in different areas of the theater, making it difficult to know what is in use and what has been abandoned. Troubleshooting the system would prove to be difficult at best.

The system design requires extensive cabling, instead of having circuits and control points available at lighting positions throughout the theater. There is temporary cabling being used as permanent wiring in many areas, and flexibility is limited by the system design.

A DMX control system is present, but it does not incorporate modern distribution or networking capabilities.

There are numerous code issues throughout the space. Much of the lighting equipment is either not functioning, or it needs repair. Work lighting is inadequate for production work in the space.

The house lighting system needs repair and or replacement, with many of the controls and fixtures inoperable or unable to be controlled by the lighting system. Updating the house lighting system and work lights in the space could be done to address life safety issues as a priority.

Doing a full upgrade to LED systems for the stage lighting and house lighting is recommended, and it could be done in conjunction with repairs and upgrades to the rigging systems. Conventional fixtures in good condition could be repurposed for the black box theater, which has an appropriate dimming system and still uses conventional fixtures. It may be possible to approach the renovation in phases, once the school's priorities are established.

New LED fixtures will reduce electricity usage by 50-75% or more. The HVAC load in the space will be significantly reduced. Expendables such as lamps and gel will no longer be needed. Maintenance functions, such as changing out house light lamps, will be significantly reduced.

The new LED fixtures will have increased capabilities, such as color changing and effects, and automated lighting will add to the performance of the fixtures.

LED fixtures eliminate the need for dimming, as intensity control is handled by the control system. Relay panels should be installed to minimize electrical usage when the space is not being utilized.

New power distribution should be designed to minimize cabling, provide DMX control where it is needed, and make it generally easier, safer, and faster to set up.

The DMX control system needs to be totally revamped to provide a coherent control system that makes sense and can be troubleshooted. The control system should be updated to a fully modern networked system.

Demolition prior to updates should include removal of abandoned or unused electrical components that do not meet the current electrical code. System components that are not compatible with an updated system should also be removed.

The school does several large productions each year. The space is larger than most high school theaters, and with updated systems would be capable of staging productions that rival most other high school and university productions in the area. With proper supervision, the updated facility would most likely generate demand as a rental space.

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education Date: 10/27/25

PROJECT NAME AND DESCRIPTION
 SHS-006 Install Wireless Access Points to Athletic Fields

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?25
 Which FY was the project first planned?26

| | | | |
|--------------------|-----------|---------------------------|--------------------------------|
| APPROXIMATE COST: | \$208,927 | COST IN CAPITAL FORECAST: | \$208,927 |
| CONTINGENCY (15%): | \$208,927 | ←TOTAL | REQUEST→ \$25,000 (soft costs) |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ EST. COMPLETION DATE: _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?
 Funding is for design costs.

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids
 received: _____

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

Who will benefit from the project? See attached report

H:\CIP 10 Yr\Town Capital Request Forms\SHS-006.docx

Is it a replacement? YES NO

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

Pictures attached? YES NO

 See attached report.

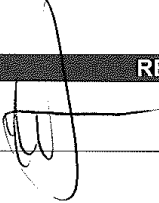
What other approvals/reviews are necessary to begin this project?
 RTM Education & Finance
 RTM

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|---|---------------|
| DEPARTMENT HEAD |  | DATE: 6/27/25 |
| FINANCE DIRECTOR | _____ | DATE: _____ |
| FIRST SELECTMAN | _____ | DATE: _____ |



Town of Westport

Job #: SHS-006

Staples High School - Install Wireless Access Points to Athletic Fields

1. Executive Summary

A preliminary meeting was held with Natalie Carrignan for the basis of design and the wireless needs were reviewed, including the need to replace the existing and outdated Ruckus system (which is now over twelve years old) with new Aruba equipment. The intent of this project is to provide a wireless access system and improvements to the Staples High School athletic facilities (the football field, baseball field, Ginny Parker Field and tennis court areas). This continues to be a challenge for the district as wireless access would be advantageous for PE teachers, sports teams, and any athletic trainers while on the fields. Additionally, the broadcasting of games will require additional hard wiring to key locations. Furthermore, the current ticketing process requires a wireless system and the school's network access is designed for internal use only and results in challenges at the existing sports fields, with no public Wi-Fi or cellular service access available.

Assessment of Project and the Project Goals:

- a. The existing athletic facilities are in need of several anticipated upgrades, envisioned by both the school and the town, however due to the current challenges with the lack of public Wi-Fi access at the Staples High School sports fields, the installation of an upgraded wireless and wired system for the athletic fields is a priority and the first phase within the anticipated Athletic Fields Master Plan.

Current efforts in place to address existing conditions:

Challenges continue with the existing and outdated Ruckus wireless network currently in place, resulting in accessibility issues required by the school staff and for the new ticketing process confirmation.



2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Costs for design effort: \$25,000

Estimated Hard Costs for future Construction efforts: \$183,927

Total Estimated Costs: \$208,927

3. Procurement Process

The Design RFP is pending funding approval to proceed. The intent is that this scope of work will be expedited separately from the Athletic Master Plan in order to have this work scope completed as soon as possible and ideally during the summer months and prior to the start of the 2026-27 school year.

4. Anticipated Lifespan Expectancy

Once installed, this wireless system should provide the anticipated needs for at least the next 5-10 years, pending system and/or feature upgrades.

5. Risk Assessment

There is no specific risk assessment assigned to this project scope at this time.

6. Photographs

There are no photographs associated with this project scope at this time.

7. Priority Category

Programmatic

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education Date: 10/27/25

PROJECT NAME AND DESCRIPTION

SHS-025 Concession Stand for Fields with Bathrooms

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?26
 Which FY was the project first planned?26

| | | | |
|---------------------------|-----------|------------------------|--------------------------------|
| APPROXIMATE COST: | \$330,222 | COST IN CAPITAL | FORECAST: \$330,222 |
| CONTINGENCY (15%): | \$330,222 | ←TOTAL | REQUEST→ \$25,000 (soft costs) |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ EST. COMPLETION DATE: _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?
 Funding is for design costs.

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids
 received: _____

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

Who will benefit from the project? See attached report

Is it a replacement? YES NO

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

| | | |
|----------------------|--|--------------------------------|
| Pictures attached? | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| See attached report. | | |

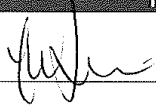
| |
|---|
| What other approvals/reviews are necessary to begin this project? RTM Education & Finance RTM |
|---|

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|---|---------------|
| DEPARTMENT HEAD |  | DATE: 6/27/05 |
| FINANCE DIRECTOR | _____ | DATE: _____ |
| FIRST SELECTMAN | _____ | DATE: _____ |



Town of Westport

Job #: SHS-025

Staples High School – Concession Stand for Fields with Bathrooms

1. Executive Summary

The intent of this project is to provide modifications and improvements to the Staples High School athletic facilities and the Wakeman Facility. At a meeting held on July 10, 2025, Colliers was requested to provide a recommendation of next steps associated with this existing project currently delineated within the CIP pertaining to this general scope of work (#SHS-025), as well as additional items for these athletic facilities which have been discussed recently by the school and the public. A recommendation letter was issued by Colliers, dated July 18, 2025, which suggested that an RFP be issued to entertain submissions from qualified firms to provide a master plan to the district which would address these various projects.

Assessment of Project and the Project Goals:

1. The existing athletic facilities are in need of several requested upgrades, envisioned by both the school and the town, by adding features to the operational aspects to improve both the student athlete and the spectator's experiences.
2. Provide a Master Plan to encompass the intended upgrades to the Staples High School Athletic Facility and the Wakeman Facility that would include, at a minimum, the following components:
 - a. A concession stand, with bathrooms, near the existing football field
 - b. Bleacher upgrades and improved ADA compliance at the stadium
 - c. Upgrades to the press box area
 - d. Possible new softball and baseball turf fields
 - e. Additional upgrades to the softball and baseball fields (including possible lighting, scoreboards, and bathroom facilities)

Current efforts in place to address existing conditions:

Further steps regarding this scope of work are pending funding approvals.



2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Costs for the Master Plan effort only: \$25,000

Estimated Hard Costs for future Construction efforts: \$305,222*

Total Estimated Costs: \$330,222*

*Costs will be higher, based on what is selected through the Master Plan recommendations and with what is ultimately decided as the full scope of work.

3. Procurement Process

The Master Plan Design RFP is pending approval to proceed with this initial scope of work.

4. Anticipated Lifespan Expectancy

To be determined, based on the final design scope.

5. Risk Assessment

There is no specific risk assessment assigned to this project scope at this time.

6. Photographs

There are no photographs associated with this project scope at this time.

7. Priority Category

Programmatic

Is it a replacement? YES NO

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

Pictures attached? YES NO

See attached report.

What other approvals/reviews are necessary to begin this project?
 RTM Education & Finance
 RTM

FINANCE

This section to be completed by the Finance Director.

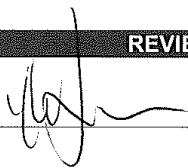
EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD



DATE:

10/27/25

FINANCE DIRECTOR

DATE:

FIRST SELECTMAN

DATE:



Town of Westport

Job #: SHS-031

Renovate Girls Locker Room to Create New Girls Team Room(s)

1. Executive Summary

The athletic staff has requested that modifications be made to the existing Girls Locker Room space (which is presently over-sized) to create one or two Team Rooms that would mirror the current arrangement, similar to the Boys Team Room space. This room(s) would be used by the team sports and provide a designated space to meet before, during or after girls' team sporting events and in an area separated from the existing locker room.

Assessment of Project and the Project Goals:

1. Redesign of the existing locker room space to subdivide the area and provide one or two team rooms for the girls' school sports teams to use – similar to what presently exists for the boys' sports teams.
2. By renovating the existing, over-sized locker room, this new area(s) would provide designated space for the girls' sports teams to gather and conduct team meetings.

Current efforts in place to address existing conditions:

Without a dedicated Team Room space, the girls' sports teams currently use classrooms for student athletes and coaches meetings.

2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Cost for original design efforts: \$30,000

Estimated Hard Costs for construction efforts: \$153,390

Total Estimated Costs: \$183,390



3. Procurement Process

The Architectural Design RFP was issued on July 29, 2025

The bids were received by the district on August 26, 2025.

Selection of a designer is pending approval of design funding costs.

With award of bid and a purchase order, design will begin and is anticipated to take 3-4 months to complete. A cost estimate for the construction will be included as part of the designer's scope of work.

If funding is approved, construction may occur during the Summer of 2026 or could be postponed until the Summer of 2027.

4. Anticipated Lifespan Expectancy

Once completed, the new Team Room should have a life expectancy of 20 to 30 years if properly maintained.

5. Risk Assessment

There are no known risks for not completing this project scope.

6. Photographs

Refer to the attached photographs of the existing portion of the Girls Locker Room which could be converted into new Team Room space(s):



Engineering & Design



Job #: SHS-031

Page 3 | 4



7. Priority Category

Programmatic

Job #: SHS-031

Page 4 | 4

BID TABULATION SUMMARY

Westport Public Schools
 Staples High School-Girls Locker Room Modifications-DRAFT



| RFP #26-006 Design Firm Bid Tabulation | | | | | | |
|--|---------------------------------------|---|---------------|--------------------------|----------------------|---|
| Date: August 26, 2025 | | | | | | |
| DESIGN FIRM BID PACKAGE | | | | | | |
| RANKING | FIRM | PROPOSAL ITEM | FEE BREAKDOWN | Addendum #1 Acknowledged | Insurance Compliance | Clarifications/Exclusions |
| | Antinozzi Associates | | | | | |
| | | Review existing conditions and drawings | 6,300.00 | | | |
| | | Final Bid Documents - Estimates | 9,800.00 | | | |
| | | Bidding Support Services | 2,400.00 | YES | YES | None |
| | | Contract Administration Services | 8,600.00 | | | |
| | | Close out Documentation | 1,200.00 | | | |
| | | Reimbursables | 200.00 | | | |
| | Total Bid | \$ 28,500.00 | | | | |
| | Cerrone Architects | | | | | |
| | | Review existing conditions and drawings | 2,400.00 | | | *Is opposed to use of the modified AIA 810-2017 contract due to this limited design scope and referenced prior work completed for the district using standard Town PO |
| | | Final Bid Documents - Estimates | 9,200.00 | | | |
| | | Bidding Support Services | 1,000.00 | YES* | YES | |
| | | Contract Administration Services | 4,400.00 | | | |
| | | Close out Documentation | 1,200.00 | | | |
| | | Reimbursables | 1,000.00 | | | |
| | Total Bid | \$ 19,200.00 | | | | |
| | CHA Solutions | | | | | |
| | | Review existing conditions and drawings | 4,280.00 | | | None |
| | | Final Bid Documents - Estimates | 57,910.00 | | | |
| | | Bidding Support Services | 2,810.00 | YES | YES | |
| | | Contract Administration Services | 18,940.00 | | | |
| | | Close out Documentation | 2,670.00 | | | |
| | | Reimbursables | 1,800.00 | | | |
| | Total Bid | \$ 88,410.00 | | | | |
| | Russell & Dawson, Inc. | | | | | |
| | | Review existing conditions and drawings | 5,000.00 | | | None |
| | | Final Bid Documents - Estimates | 14,000.00 | | | |
| | | Bidding Support Services | 2,500.00 | YES | YES | |
| | | Contract Administration Services | 11,000.00 | | | |
| | | Close out Documentation | 2,500.00 | | | |
| | | Reimbursables | 5,000.00 | | | |
| | Total Bid | \$ 40,000.00 | | | | |
| | Silver Petrucelli + Associates | | | | | |
| | | Review existing conditions and drawings | 7,000.00 | | | None |
| | | Final Bid Documents - Estimates | 16,000.00 | | | |
| | | Bidding Support Services | 2,900.00 | YES | YES | |
| | | Contract Administration Services | 15,000.00 | | | |
| | | Close out Documentation | 2,000.00 | | | |
| | | Reimbursables | - | | | |
| | Total Bid | \$ 42,900.00 | | | | |

Colliers Project Leaders

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education Date: 10/27/25

PROJECT NAME AND DESCRIPTION

BMS-011 Upgrade Science Labs

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?24
 Which FY was the project first planned?26

| | | | |
|---------------------------|-----------|----------------------------------|--------------------------------|
| APPROXIMATE COST: | \$462,785 | COST IN CAPITAL FORECAST: | \$462,785 |
| CONTINGENCY (15%): | \$462,785 | ←TOTAL | REQUEST→ \$32,000 (soft costs) |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ EST. COMPLETION DATE: _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?
 Funding is for design costs.

Has an RFP been issued? YES NO

Have bids been received? YES NO Number of bids received: _____

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

Who will benefit from the project? See attached report

H:\CIP 10 Yr\Town Capital Request Forms\BMS-011.docx

Is it a replacement? YES NO

If yes, describe condition of what is to be replaced: Worn and outdated

Pictures attached? YES NO

 See attached report.

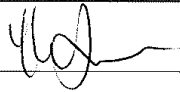
What other approvals/reviews are necessary to begin this project?
 RTM Education & Finance
 RTM

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

| | | |
|------------------|---|-----------------------|
| DEPARTMENT HEAD |  | DATE: <u>10/27/25</u> |
| FINANCE DIRECTOR | _____ | DATE: _____ |
| FIRST SELECTMAN | _____ | DATE: _____ |



Town of Westport

Job #: BMS-011

Upgrade Science Labs

1. Executive Summary

The intent of this project is to update the existing Science Labs at Bedford Middle School to provide a classroom environment that is reflective of the updated curriculum and be consistent with the features expected of these classroom spaces.

Assessment of Project and the Project Goals:

1. The existing science classroom spaces are dated and the fixed lab tables provide no options for flexible seating, and the intent is to mimic science classroom layout at Coleytown Middle School.
2. Provide upgrades to the existing classroom layouts to supplement the current teaching environment for science lab classrooms, complement the school curriculum, and be competitive with comparable school science programs.

2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Cost for original design efforts: \$32,000

Estimated Hard Costs for construction efforts: \$430,785*

*Cost is based on escalating original Antinozzi Associates figures. An updated construction estimate will be provided by the Design Engineer with their drawing package

Total Budgeted Costs: \$462,785



3. Procurement Process

The Design RFP is pending funding approval.

The work was initially anticipated to be completed during the Summer of 2026, however it may be delayed one calendar year pending budgeting approvals and the time required to obtain construction funding approval and scheduling of the work during the summer months.

4. Anticipated Lifespan Expectancy

Once modifications are completed, the new science classroom lab design layout should accommodate the new curriculum for the next 15 to 20 years

5. Risk Assessment

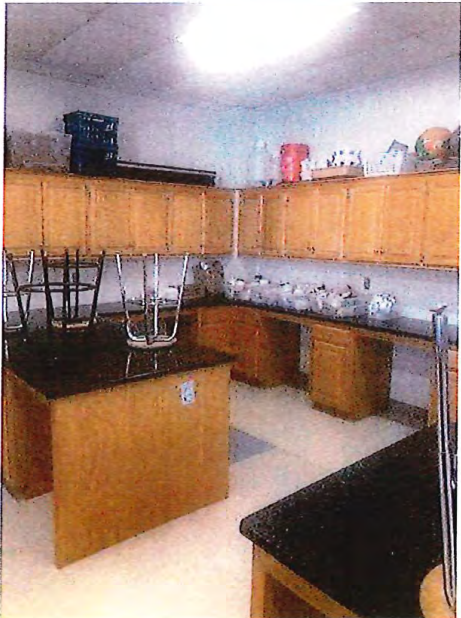
Although no tangible 'risk' exists currently, the purpose of this project is to renovate and update the existing Science Classroom Labs to provide a classroom space more conducive to the learning environment and the updated science curriculum.

6. Photographs

Refer to the attached photographs of the existing Science Lab spaces, along with a proposed room layout provided by the staff:



Engineering & Design



Job #: BMS-011

Page 3 | 4

Is it a replacement? YES NO
X

If yes, describe condition of what is to be replaced: See report.

Pictures attached? YES NO
X

See attached report.

What other approvals/reviews are necessary to begin this project?
RTM Education & Finance
RTM

FINANCE

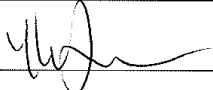
This section to be completed by the Finance Director.

EFFECT ON TOWN FINANCES, INCLUDING DEBT SERVICE:

IF APPROVED:

IF NOT APPROVED:

REVIEW/SIGN-OFF

DEPARTMENT HEAD  DATE: 10/27/25
FINANCE DIRECTOR _____ DATE: _____
FIRST SELECTMAN _____ DATE: _____



Town of Westport Job #: GFS-008

Greens Farms ES – Roof Replacement and Repair, and Replace Exhaust Fans

1. Executive Summary

The intent of this project is to address the replacement of the existing EPDM roofing system which is located on the flat portions of the school roof areas, and to also replace the existing exhaust fans which have reached their useful life expectancy. The warranty on the existing EPDM roof expired in 2017 and the roof system is due for replacement as this is the next school within the district that is scheduled to receive a new EPDM roofing system. The existing asphalt roofing on the gabled portions of the school will also be reviewed yet it is felt that these roof areas do not require any work or replacement at this time.

Assessment of Project and the Project Goals:

1. To continue addressing the EPDM re-roofing needs within the district, as various schools are sequentially reaching the life expectancy of their roofing systems and the EPDM warranty has previously expired at this school. Additionally, while this work is being addressed, it is prudent to also replace the existing exhaust fans located on the roof which are now past their useful life expectancy
2. Replace the existing EPDM roofing areas which have surpassed their warranty.
3. Replace the existing exhaust fans which are now past their useful life and need to be upgraded.



2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Soft Cost for original design efforts: \$70,000

Estimated Hard Costs for construction efforts: \$2,996,661*

*Cost is based on escalating original Antinozzi Associates figures. An updated construction estimate will be provided by the Structural Design Engineer along with their drawing package.

Estimated Total Budgeted Costs: \$3,066,661

3. Procurement Process

The Design RFP will be issued following the approved funding. Selection of the designer is expected no later than the beginning of January and the drawing package is anticipated to be completed by mid-June and then submitted for contractor pricing. Work is anticipated to be completed in the Summer of 2027, following the selection of a contractor and once the approved construction funding is confirmed.

4. Anticipated Lifespan Expectancy

Similar to the previous roofing systems which have been installed by the district, these EPDM roof systems typically come with a 20-year guarantee, although a 30-year guarantee can be purchased at an additional cost. The new rooftop exhaust fans, with proper maintenance, should last 15 to 20 years.

5. Risk Assessment

The school's current EPDM roof warranty expired in 2017 and this roofing system should be replaced as part of the district's scheduled roofing upgrades. Additionally, the outdated exhaust fans located on these flat roof areas should be replaced with new units while the new roof is being installed to consolidate these efforts and minimize any impacts to the new roof system if their replacement is performed at a later date.



Engineering & Design

6. Photographs

Refer to these photographs of the aerial view of the school showing the existing flat roofing areas and a few specific roof sections with ponding conditions:





7. Priority Category

Building Envelope and Mechanical

Job #: GFS-008

Page 4 | 4

FISCAL YEAR __26__

TOWN OF WESTPORT, CT

JUSTIFICATION FOR A CAPITAL PROJECT

DEPARTMENT INFORMATION

DEPT NAME: Board of Education Date: 10/27/25

PROJECT NAME AND DESCRIPTION
 SES-024 Replace Motorized Folding Partition (Gym)

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

If no, why not?
 If yes, answer the following two questions:
 Which FY was the project first proposed?25
 Which FY was the project first planned?26

| | | | |
|---------------------------|-----------|----------------------------------|--------------------|
| APPROXIMATE COST: | \$181,500 | COST IN CAPITAL FORECAST: | \$181,500 |
| CONTINGENCY (15%): | \$181,500 | ←TOTAL | REQUEST→ \$181,500 |

SOURCE OF FUNDS:

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

OTHER, DESCRIBE:

PAYBACK PERIOD: N/A

PROJECTED START DATE: _____ EST. COMPLETION DATE: _____

ESTIMATED USEFUL LIFE: See attached report.

Is this project part of a larger capital project?

Has an RFP been issued? YES NO

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

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

Who will benefit from the project? See attached report

Is it a replacement? YES NO
X

If yes, describe condition of what is to be replaced: See report.

Pictures attached? YES NO
X
See attached report.

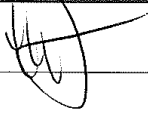
What other approvals/reviews are necessary to begin this project?
RTM Education & Finance
RTM

FINANCE

This section to be completed by the Finance Director.

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

REVIEW/SIGN-OFF

DEPARTMENT HEAD  DATE: 10/27/25
FINANCE DIRECTOR _____ DATE: _____
FIRST SELECTMAN _____ DATE: _____



Town of Westport

Job #: SES-024

Saugatuck ES - Replace Motorized Folding Partition in Gymnasium

1. Executive Summary

The intent of this project scope is to address the replacement of the failing motorized partition divider wall at the Saugatuck Elementary School Gymnasium. This partition system is from the original installation (1966) and continues to provide operable challenges for the school and Facilities as repairs to the motorized unit is challenging and the wall panels continue to deteriorate from use and age.

Assessment of Project and the Project Goals:

1. Due to the on-going challenges with operating the existing partition wall system, the concern is that the partition wall will eventually fail to properly operate, resulting in the Gymnasium space being divided in two or left fully open depending on if and when the wall partition and/or motor system fails to properly operate.
2. The intent is to replace the original (installed in 1966) and failing partition wall and motor system with a new continuously hinged electric operable folding wall system.

Current efforts in place to address existing conditions:

Facilities and school staff continue to operate the folding partition, yet challenges continue with the reliability of the old motor and assurance on the partition properly opening and closing during frequent operations.

2. Budget Cost Summary

Preliminary Budget (from Colliers spreadsheet)

Estimated Hard Costs for construction efforts: \$181,500*

*Cost is based on the qualified low bid received (\$165,000) and a 10% Contingency amount.

Total Estimated Costs: \$181,500



3. Procurement Process

A designer was not required for this project scope

The Construction RFP was issued on September 3, 2025

The bids were received on October 2, 2025 and the appropriated funding is pending approvals

The work is anticipated to be completed during the Summer of 2026

4. Anticipated Lifespan Expectancy

A new operable partition system, properly maintained, should last 15 to 20 years.

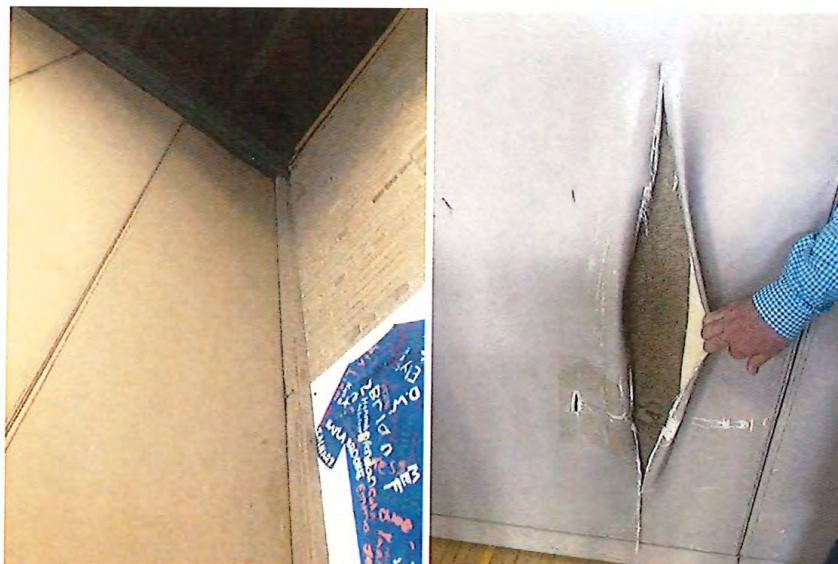
5. Risk Assessment

Although not presently a safety issue, the operation of this partition wall continues to be a concern to the Facilities Department and the system is long overdue for replacement.

6. Photographs

Refer to the attached photographs of the existing partition wall requiring replacement:





7. Priority Category

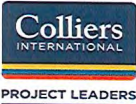
A Programmatic and Potential Safety Concern

Job #: SES-024

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BID TABULATION SUMMARY

Westport Public Schools
 Saugatuck Elementary School-Retractable Gymnasium Folding Door Replacement-DRAFT



RFP #26-008 Construction Firm Bid Tabulation

Date: October 3, 2025

| CONSTRUCTION FIRM BID PACKAGE | | | | | | |
|-------------------------------|----------------------------------|---|---------------|--------------------------|----------------------|---|
| RANKING | FIRM | PROPOSAL ITEM | FEE BREAKDOWN | Addendum #1 Acknowledged | Insurance Compliance | Clarifications/ Exclusions |
| | CRF Inc. Interior Systems | | | | | |
| | | Furnish and Install new operable wall and electronic controls | 165,000.00 | YES | YES | None |
| | | Any structural modifications required | - | | | |
| | | Reimbursables | - | | | |
| | Total Bid | \$ 165,000.00 | | | | |
| | JLY Construction Managers | | | | | |
| | | Furnish and Install new operable wall and electronic controls | 246,400.00 * | YES | YES | *Any required structural modifications are unlikely but are an unknown at this point. The weight of the existing wall and specifications for the existing masonry/steel structural components will be necessary to confirm. |
| | | Any structural modifications required | - | | | |
| | | Reimbursables | - | | | |
| | Total Bid | \$ 246,400.00 | | | | |
| | Willco Sales and Service | | | | | |
| | | Furnish and Install new operable wall and electronic controls | NO BID | | | |
| | | Any structural modifications required | - | | | |
| | | Reimbursables | - | | | |
| | Total Bid | \$ - | | | | |

RTM Joint Finance and Education Committees Meeting

December 22, 2025 Via Zoom

Purpose: To approve an appropriation in the amount of \$3,574,260 for the Board of Education FY26 school building projects

Present for RTM Finance Committee: Seth Braunstein (Chair), Joe Carson, Jill Grayson, Nancy Kail, Melissa Levy, Charles Lucas

Present for the RTM Education Committee: Lauren Karpf (Chair), Candace Banks, Brandi Briggs, Rachel Cohn, Adam Drake, Jack Klinge, Louis Mall, Kristin Purcell, Alma Sarelli, Victoria Wylie

Present for the Board of Education and Westport Public Schools: BoE Chair Lee Goldstein; Schools Superintendent Tom Scarice; Schools CFO Elio Longo; Ted Hunyadi Schools Director of Facilities and Security; Schools Coordinator of Music and Visual Arts Steve Zimmerman; and Senior Project Manager for Colliers Project Leaders work with Westport Schools capital improvement projects, John Koplas.

Introduction and Background: This report presents the Finance and Education Committees' recommendations to the Representative Town Meeting regarding eight school building projects included under agenda item seven for the January 6 RTM meeting. Collectively, the projects total \$3,574,260 and represent the final set of school-related Capital Improvement Program requests for the current fiscal year. Funding is provided through a combination of town capital funds and bond and note issuances. Approximately \$3.0 million of the total request supports the Staples High School auditorium project, with the remaining funds allocated across seven additional projects.

School leaders provided background on the district's long-term facilities strategy, capital planning process, and project prioritization. While Westport Public Schools are widely recognized for academic excellence, the administration noted that school facilities have not consistently kept pace. Since Superintendent Scarice's arrival, addressing long-standing capital infrastructure needs has been a core priority, beginning with safety, building envelopes, and critical mechanical systems to reduce the risk of emergencies and unplanned failures.

Westport Public Schools operates under a clearly defined Capital Improvement Plan, with guidelines published on the district website. In its early years, the CIP focused primarily on essential infrastructure such as roofs, HVAC systems, flooring, and building security. This year marks a shift to include a limited number of programmatic capital projects, reflecting priorities identified by the administration and the Board of Education as part of a longer-term, systematic facilities vision. The Board of Education and Board of Finance have reviewed and approved these requests.

Under the district's capital approval timeline, projects are presented in the fall to allow construction to occur during summer and school breaks. Superintendent Scarice highlighted the district's multi-year track record of delivering capital projects on time and on budget and emphasized the importance of maintaining a disciplined, transparent, and incremental approach to meeting capital needs.

Proposed Projects and Votes: Each project was reviewed and deliberated upon and then each committee voted and moved on to the next project. Responses to committee members specific project questions are incorporated in the information below. There was robust discussion and Q&A on most projects but especially regarding the Staples Auditorium and Girls Locker Room.

7.1 SHS-002 Auditorium Stage Rigging, Lighting, and Sound – \$3,037,790
Total Project Estimate: \$3,586, 223, with funds from FY23 (\$85, 499) and FY24 (\$462,934)

Background and Discussion: This request completes the full scope of safety-critical upgrades to the Staples High School auditorium. Prior funding included \$85,000 for studies and design and approximately \$500,000 in earlier allocations addressing urgent safety concerns (see above). While initial safety issues were resolved, portions of the work were deferred, with approximately \$350,000 held in contingency.

Separate assessments of the rigging and lighting systems were combined into a single design package. Structural review identified improperly installed lighting components and a loading gallery that did not meet safety standards. Rather than addressing these issues incrementally, the administration determined that undertaking the work as a single, comprehensive project was safer and more cost-effective.

Operational failures in lighting and rigging systems have resulted in delayed or cancelled performances, including the Candlelight Concert, and a four- to five-month auditorium shutdown last year. Temporary rentals are currently being used to maintain functionality. The proposed project addresses the most critical infrastructure elements and is designed to support the auditorium’s use for the next 20 to 30 years, while minimizing repeated ceiling and wall access. Non-essential aesthetic upgrades are intentionally excluded.

Superintendent Scarice stated that Colliers will serve as project manager to ensure quality control and prevent installation errors experienced in the past. Certain equipment, where more cost-effective, such as the sound board and some mics, will continue to be rented.

Rationale: The existing auditorium no longer meets safety standards or the functional needs of the school community. It is unable to reliably support performances, assemblies, faculty meetings, or parent events. It was noted that while Staples has a renowned music and theatre program, the auditorium lags behind comparable Connecticut high schools and its core systems have not upgraded in several decades.

Timing: The project has been competitively bid and the lowest responsible bidder selected. If approved, construction will begin as soon as feasible.

VOTES: Education Committee: Motion by Jack Klinge, second by Kristin Purcell, 10-0-0
Finance Committee: Motion by Nancy Kail, second by Melissa Levy, 6-0-0

**7.2 BMS-011 Upgraded Science Labs – \$32,000 (soft costs);
Estimated FY27 hard costs: \$430,785**

Background and Discussion: This request funds planning and design for upgrades to eight science labs at Bedford Middle School. When Coleytown Middle School was renovated in 2020, its science facilities were aligned with current instructional practices. Bedford’s science labs, now approximately 30 years old, were not included at that time and no longer support modern instruction. Issues include deteriorating work surfaces, outdated room layouts that limit teacher visibility, and unused/obsolete gas infrastructure.

Rationale: This is an equity-driven project. Approximately two-thirds of Westport middle school students attend Bedford and do not currently have access to science facilities comparable to those at Coleytown. The proposed work will bring Bedford’s science labs to the same instructional standard.

VOTES: Education Committee: Motion by Jack Klinge, second by Adam Drake, 10-0-0
Finance Committee: Motion by Melissa Levy, second by Joe Carson, 6-0-0

**7.3 SHS-031 Renovate Girls Locker Room (New Team Room) – \$30,000 (soft costs)
Estimated FY27 hard costs: \$153,390**

Background and Discussion: This project represents the first phase of a broader set of athletic facility priorities. Female athletes at Staples currently do not have a dedicated team room. The request funds design services to define the project scope and estimate future hard costs.

The project was initiated by the Athletic Director. The administration noted that phased implementation is common for facilities projects of this type and emphasized the importance of scope discipline, cost realism, and alignment with other priorities. Some committee members questioned whether design for the entire girls locker room should be funded at this time rather than limiting the scope to the team room.

School leaders responded that the remaining locker room improvements could be addressed in future phases. They noted that the proposed team room location, at the west end of the locker room area, with direct access to stairways, was the most logical and efficient option. Addressing the team room now, while planning for additional athletic facility improvements in future years, was described as the most equitable and financially responsible approach.

Superintendent Scarice stated that approval of the design funding would not preclude or commit the town to additional athletic facility work. He also indicated that an alternate could be included in the design RFP to provide flexibility during future bidding.

Rationale: Providing a girls’ team room addresses equity across athletic programs. This priority reflects broader departmental review of athletic facilities and the desire to address needs in a systematic, equitable and financially responsible manner.

VOTES: Education Committee: Motion by Kristin Mott Purcell, second by Brandi Briggs, 9-1-0
Finance Committee: Motion by Nancy Kail, second by Joe Carson, 4-1-1

7.4 SHS-025 Concession Stand with Bathrooms (Design) – \$25,000 (soft costs)
Estimated FY27 hard costs: \$305,222

Background and Discussion: This request funds design work for a concession stand and associated bathroom facilities serving the athletic fields. The work would be incorporated into a broader master planning effort for the field complex, coordinated with the town. The Administration emphasized this is a modest, incremental approach that would remain compatible with any future master plan. Questions regarding ADA compliance were raised and will be addressed as part of design development. Some committee members questioned the project's prioritization.

Rationale: The project supports field use and community events while aligning with longer-term planning efforts.

VOTES: Education Committee: Motion by Brandi Briggs, second by Candace Briggs, 7-3-0
Finance Committee: Motion by Jill Grayson, second by Nancy Kail, 4-2-0

7.5 GFS-008 Roof Replacement and Repair, Exhaust Fans – \$70,000
Estimated hard costs: \$2,996,661

Background and Discussion: This project replaces the roof at Greens Farms School, which has exceeded its useful life and is no longer under warranty. The school is next in the district's established roof replacement rotation.

VOTES: Education Committee: Motion by Jack Klinge, second by Kristin Purcell, 10-0-0
Finance Committee: Motion by Melissa Levy, second by Joe Carson, 6-0-0

7.6 DW-008 Exterior Painting and Façade Maintenance – \$172,970

Background and Discussion: This districtwide project funds exterior remediation work at six of the eight schools, including caulking, window and door sealing, and related weather-driven façade maintenance. The amount is an estimate; an RFP will be issued for final pricing. The work supports an annual maintenance approach and follows similar efforts completed five to six years ago. Long Lots Elementary School and Coleytown Middle School are excluded from this phase.

VOTE: Education Committee: Motion by Louis Mall, second by Candace Briggs, 10-0-0
Finance Committee: Motion by Melissa Levy, second by Joe Carson, 6-0-0

7.7 SHS-006 Install Wireless Access Points to Athletic Fields – \$25,000

Background and Discussion: Currently, wireless coverage does not extend beyond the immediate school buildings to the athletic fields. This project would provide connectivity to support athletic trainers, emergency response, instructional use, and digital ticketing.

VOTES: Education Committee: Motion by Brandi Briggs, second by Kristin Purcell, 10-0-0
Finance Committee: Motion by Joe Carson, second by Melissa Levy, 6-0-0

7.8 SES-024 Replace Motorized Folding Partition – \$181,500

Background and Discussion: This project replaces the original 1966 motorized folding partition at Saugatuck Elementary School. The partition, which subdivides the gymnasium to allow simultaneous classes, is beyond repair and requires full replacement. The project has been competitively bid, with pricing based on actual contractor quotes. The replacement will be a modern motorized system. Questions regarding parity among elementary schools were discussed.

VOTES: Education Committee: Motion by Brandi Briggs, second by Adam Drake, 9-1-0
Finance Committee: Motion by Seth Braunstein, second by Joe Carson, 6-0-0

Respectfully submitted,
Nancy Kail
RTM Finance Committee




RECEIVED FOR RECORD
WESTPORT TOWN CLERK

2025 DEC 16 P 2:09

JEFFREY M.
DUNKERTON

MEMORANDUM

To: Jeff Wieser, Moderator of the Representative Town Meeting
Jeff Dunkerton, Town Clerk

From: Kevin Christie, First Selectman 

Date: December 3, 2025

Re: Request for Confirmation of Lauren Karpf as Alternate Rep to WestCOG

As Westport’s Chief Elected Official, I am the primary representative to the Western Connecticut Council of Governments (“WestCOG”). The State statute that established the COG structure calls for an alternate representative to be named from each municipality. The alternate must be an elected official. Westport’s ordinance adopting that statute and authorizing the Town to join a COG (Sec 2-4) confirms that the First Selectman shall represent the Town on the COG. In addition, it states that the RTM shall appoint one of its members as an alternate to the COG, serving two years or until the next election of members of the RTM.

I hereby request that the RTM select and confirm the appointment of RTM Deputy Moderator Lauren Karpf as the Town’s alternate representative to the Western Connecticut Council of Governments for the term effective November 2025 through November 2027.

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

Sec. 2-4. - Regional Council of Governments.

- (a) *Adoption of state law; authority to join.* The Town of Westport hereby adopts C.G.S. §§ 4-124i through 4-124p, as amended, providing for the formation of a Regional Council of Governments, and does hereby join such Regional Council of Governments when and as such council is duly established in accordance with said statutes, upon the adoption of said statutes by not less than 60 percent of all municipalities within the Town's planning region as defined or redefined by the Secretary of the Office of Policy and Management or designee, and upon certification by the Secretary or designee that a Regional Council of Governments has been duly established.
- (b) *Designated representative.* The First Selectman shall represent the Town on the Regional Council of Governments. In addition, the Representative Town Meeting shall appoint one of its members as an alternate representative to the Regional Council of Governments, which alternate shall serve a term of two years or until the next election of members of the Representative Town Meeting.

RTM PETITION FORM

Lead Petitioner: I Kristin MOTT PORCELL am designated as lead petitioner.
 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristine.motte@gmail.com

LEAD PETITIONER WILL BE THE PRIMARY CONTACT FOR THE TOWN CLERK, AND WILL BE RESPONSIBLE FOR COMPILING AND DELIVERING TO THE TOWN CLERK ALL DOCUMENTATION IN SUPPORT OF THE PETITION.

Petition request: Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

NOTICE TO PETITIONERS:

By signing this petition you acknowledge that the lead petitioner will have the authority to act on your behalf with respect to the subject matter of this petition. This authority includes withdrawing the petition at the lead petitioner's discretion.

(18)

RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2015 OCT 16 P 2:22
 JEFFREY M. DUMBERSON

| | Signature of Elector | Printed Name of Elector | Date of Birth | Street Address | Date Signed |
|------|-----------------------------|-------------------------|---------------|-----------------------|-------------|
| 1 ✓ | <i>Kristin Mott Porcell</i> | Kristin Porcell | 7-31-66 | 5 Fairfield Ave | 10-7-25 |
| 2 ✓ | <i>Chris Tait</i> | Chris Tait | 7/2/64 | 10 Queen Victoria | 10-7-25 |
| 3 ✓ | <i>Candace Banks</i> | Candace Banks | 8/3/74 | 3 Tulip Lane Westport | 10-7-25 |
| 4 ✓ | <i>Nancy Kail</i> | Nancy Kail | 2.15.62 | 15 RiverView Rd | 10.7.25 |
| 5 ✓ | <i>Julie Wramond</i> | Julie Wramond | 04.06.66 | 3 Elliot Lane | 10.7.25 |
| 6 ✓ | <i>Karen Kramond</i> | Karen Kramond | 10/6/55 | 140 Hamblewood | 10-7-25 |
| 7 ✓ | <i>Braun B. Ryan</i> | Braun B. Ryan | 1-27-75 | 37 High Court Rd | 10-7-25 |
| 8 ✓ | <i>Andrew Coukenda</i> | Andrew Coukenda | 07/29/81 | 83 Grove Pond | 10-7-25 |
| 9 ✓ | <i>Peter Gold</i> | PETER GOLD | 5/25/58 | 92 REGENTS PK | 10/7/25 |
| 10 ✓ | <i>Lauren Karpf</i> | Lauren Karpf | 4/17/75 | 19 Twin Circle Dr | 10/7/25 |
| 11 ✓ | <i>Andrew Bloom</i> | Andrew Bloom | 6/2/94 | 5 Hagen Trail | 10/10/25 |
| 12 ✓ | <i>Ellen Lautenbarg</i> | Ellen Lautenbarg | 09/04/57 | 10 Woody Lane | 10/10/25 |
| 13 ✓ | <i>Terrence Purcell</i> | TERRENCE PURCELL | 8/31/68 | 5 FAIRFIELD AVE | 10/10/25 |
| 14 ✓ | <i>Lauren Weisman</i> | Lauren Weisman | 5/6/89 | 11 Greenwood Ln. | 10/16/25 |
| 15 ✓ | <i>Bruce Becker</i> | BRUCE BECKER | 10.11.58 | 3 QUENTIN RD | 10/16/25 |
| 16 ✓ | <i>Gail Coukenda</i> | Gail Coukenda | 12/13/74 | 30 Island Way | 10/16/25 |
| 17 ✓ | <i>Debra Grant</i> | Debra Grant | 07/24/53 | 2 Cherry Lane | 10/16/25 |
| 18 ✓ | <i>Gail Zabaday</i> | Gail Zabaday | 04/15/53 | 48 Tanna Hill | 10/16/25 |
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RTM PETITION FORM

Lead Petitioner: Kristin MOTT PORCELL am designated as lead petitioner.
 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristinemotte@gmail.com

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Petition request: Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

NOTICE TO PETITIONERS:

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(12)

RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2025 OCT 16 P 2:21
 JENNIFER M. JONES
 TOWN CLERK

| | Signature of Elector | Printed Name of Elector | Date of Birth | Street Address | Date Signed |
|------|----------------------|-------------------------|---------------|--------------------|-------------|
| ✓ 1 | | Jenna Pardo | 6/17/86 | 1 Blind Brook Rd S | 10/16/25 |
| ✓ 2 | | HARRIS FALK | 12/18/71 | 14 OVERLOOK RD | 10/16/25 |
| ✓ 3 | | Robert Magnusa | 4/1/75 | 12 Bliny Brooks Rd | 10/16/25 |
| ✓ 4 | | Abby Tolan | 6/11/64 | 9 Hirsch Rd | 10/16/25 |
| ✓ 5 | | Graybill | 12/17/68 | 7 Bradley St | 10/16/25 |
| ✓ 6 | | KAREN A. WENDELL | 10/21/55 | 80 Maple Ave South | 10/16/2025 |
| ✓ 7 | | Joseph P. Scordato | 1/2/56 | 80 Maple Ave South | 10/16/2025 |
| ✓ 8 | | Ellie Magnusson | 3/8/78 | 12 Blind Brook Rd | 10/16/2025 |
| ✓ 9 | | Melissa Loh | 12/20/75 | 3 Indian Pt Ln | 10/16/25 |
| ✓ 10 | | Wendy Botreau | 1/30/53 | 6 Arden Rd | 10/16/25 |
| ✓ 11 | | Kristina Schweeman | 5/11/66 | 276 Main St. | 10/16/25 |
| ✓ 12 | | Sal Luccan | 12/18/72 | 50 Dunbar | 10/16/25 |
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RTM PETITION FORM

Lead Petitioner: I Kristin MOTT PORCELL am designated as lead petitioner.
 Address: 5 FAIRFIELD AVE
 Phone: 203-451-6405 E-mail: Kristinemotte@gmail.com

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Petition request: Resolution to have Westport join the Connecticut Municipal Development Authority (CMDA), a quasi-public entity established pursuant to CT General Statutes 8-169hh through 8-169tt.

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RECEIVED FOR RECORD
 WESTPORT TOWN CLERK
 2025 OCT 16 P 2:24

(3)

Not Rejected

| | Signature of Elector | Printed Name of Elector | Date of Birth | Street Address | Date Signed |
|----|----------------------|--------------------------|---------------|-------------------|-------------|
| 1 | <i>Michael Perry</i> | <i>Michael Perry</i> | 4-27-54 | 43 Sylvan Rd. W | 10/16/25 |
| 2 | <i>Kate Weber</i> | <i>KATE WEBER</i> | 11/5/58 | 105 Harbor Rd | 10/16/25 |
| 3 | <i>Bishop Patel</i> | <i>Bishop Patel</i> | 5/13/69 | 10 Stony Point Rd | 10/16/25 |
| 4 | <i>R. Lewenshaw</i> | <i>Richard Lewenshaw</i> | 2/21/38 | 372 Greensfarm Rd | 10/16/25 |
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CMDA FORM MOA

MEMORANDUM OF AGREEMENT

Effective _____, 202__

By and Between

**CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY**

(“CMDA”)

and

[CITY/TOWN] OF [NAME OF MUNICIPALITY]

(the “[City/Town]”)

This Memorandum of Agreement (the "Agreement") is made and entered into as of the ___ day of _____, 20__ (the "Commencement Date"), by and between the [CITY/TOWN] OF [NAME OF MUNICIPALITY], a Connecticut municipal corporation (the "[City/Town]"), and the CONNECTICUT MUNICIPAL DEVELOPMENT AUTHORITY, a body corporate and public constituting a public instrumentality and political subdivision of the State of Connecticut (the "Authority" and together with the [City/Town], the "Parties," and each, a "Party").

WITNESSETH:

WHEREAS, the Authority is a body politic and corporate and a public instrumentality of the State of Connecticut (the "State") created under Chapter 130 of the Connecticut General Statutes (the "General Statutes");

WHEREAS, the Authority was created for the performance of an essential public and governmental function, including for the purposes set forth in section 8-169jj of the General Statutes to: (1) Stimulate economic and transit-oriented development, as defined in section 13b-79kk of the General Statutes, within Connecticut Municipal Development Authority development districts; (2) encourage residential housing development within development districts; (3) manage facilities through contractual agreement or other legal instrument; (4) stimulate new investment within development districts and provide support for the creation of vibrant, multidimensional downtowns; (5) upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities; (6) upon request of the Secretary of the Office of Policy and Management and with the approval of the chief executive officer of a member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, in which a development district is located, enter into an agreement to facilitate development or redevelopment within such development district; (7) encourage development and redevelopment of property within development districts; (8) engage residents of member municipalities, or municipalities constituting a joint member entity, as applicable, and other stakeholders in development and redevelopment efforts; (9) market and develop development districts as vibrant and multidimensional; and (10) provide financial support and technical assistance to municipalities to develop housing growth zones; and

WHEREAS, on [DATE], the [City/Town] officially opted in to join the Authority as a member municipality in accordance with Section 8-169ll(a)(1) of the General Statutes;

WHEREAS, pursuant to section 8-169ll of the General Statutes, as a member municipality the [City/Town] must enter into a memorandum of agreement with the Authority for the establishment of one or more development districts, the boundaries proposed for which development district are described in Exhibit B hereto (the "Development District");

WHEREAS, pursuant to section 8-169tt of the General Statutes, prior to the execution of any such memorandum of agreement that establishes a development district, any chief executive officer of a member municipality must create a proposal for a housing growth zone and submit such proposal, including proposed zoning regulations applicable to such zone, for the Authority's review and approval;

WHEREAS, the [City/Town] has submitted such a proposal to the Authority and the Authority has approved a zone or zones from such proposal as consistent with Section 8-169tt of the General Statutes, as described in Exhibit A hereto; and

WHEREAS, in addition to providing for the establishment of the Development District, the Parties also desire to set forth the procedure for any task orders, which may be entered into from time to time.

NOW, THEREFORE, the Authority and the [City/Town], intending to be legally bound, agree as follows:

ARTICLE I

INTRODUCTION

Section 1.01 Statutory Authority.

(a) As provided by Section 8-169jj of the General Statutes, the Authority's powers includes: "upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities." In addition, the Authority has the power to "enter into such memoranda of agreement as the Authority deems appropriate to carry out its responsibilities under § 8-169jj."

(b) As provided by Section 8-169hh(4) of the General Statutes, a development district means the area determined by a memorandum of agreement between the Authority and the chief executive officer of the member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, where such development district is located, provided such area shall be considered a downtown or does not exceed a one-half-mile radius of a transit station.

(c) The [City/Town], as a member municipality of the Authority, in order to receive the benefit of Authority programs and assistance, is obligated under Section 8-169ll to enter into a memorandum of agreement with the authority for the establishment of one or more development districts.

(d) Before entering into a memorandum of agreement with a member municipality to establish a Development District, the Authority must determine whether or not any zone or zones within the member municipality's eligible geography can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone

Section 1.02 Purpose.

Pursuant to the foregoing, the purpose of this Agreement is to evidence the establishment of the Development District, including any certifications thereof, and to provide the framework to allow the Authority and the [City/Town] to proceed with the planning, design, contracting and other activities necessary for the development of the Development District. This Agreement does not purport to address all major or material issues that may arise during the course of the development of the Development District. The Parties will proceed diligently, professionally, collaboratively and in good faith to resolve such issues as they arise.

ARTICLE II

ESTABLISHMENT OF DEVELOPMENT DISTRICT

Section 2.01 Housing Growth Zone Approval.

Based upon its review of the zoning and other applicable materials submitted by the [City/Town], the Authority hereby determines that a zone or zones submitted by the [City/Town] in its proposal for a housing growth zone is likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region, as further evidenced by such certification attached as Exhibit A hereto.

Section 2.02 Development District Boundaries.

In accordance with the certification of the proposed district as a housing growth zone, the Parties hereby formally establish the Development District with the boundaries as more specifically described in Exhibit B hereto.

Section 2.03 Changes to Development District.

The Development District boundaries may be amended from time to time, subject to Section 7.05 hereof, and in accordance with Chapter 130 of the General Statutes. Specifically, any expansion or contraction of the Development District is contingent on a review and approval by the Authority that the amended Development District is consistent with the statutory requirements to be classified as a housing growth zone.

Section 2.04 Use of Funds.

The Parties agree that any use of funds provided by the Authority and subject to a Task Order is restricted to development assistance related to the Development District. The [City/Town] hereby agrees that it shall do everything in its power to maintain the status of the Development District as a housing growth zone. Upon any change to the [City/Town]'s zoning regulations that has a material effect on that status of the Development District as a housing growth zone, the Development District may be decertified by the Authority, upon which all development assistance provided by the Authority related to the Development District shall be terminated.

ARTICLE III

TASK ORDERS AND FEES

Section 3.01 Task Orders.

From time to time, the Authority and the [City/Town] may enter into one or more task orders describing additional assistance to be provided by the Authority to the [City/Town] in connection with the Development District (each, a "Task Order"). Such assistance may include but is not limited to: (i) planning studies, (ii) stakeholder engagement processes, (iii) development regulations, (iv) marketing materials, (v) permitting, (vi) infrastructure grants, and (vii) infrastructure loans.

Each Task Order shall be subject to a fee schedule attached thereto.

ARTICLE IV

TERM

Section 4.01 Term.

The term of this Agreement shall commence on or about _____, 20__ and shall continue indefinitely, unless terminated earlier in accordance with this Article IV. The Parties agree that the Agreement shall remain in full force and effect until terminated in accordance with the provisions of Section 4.02 hereof.

Section 4.02 Termination.

This Agreement may be canceled at will by either Party upon thirty (30) days' written notice delivered by certified or registered mail; however, no such termination shall occur: (i) while any Task Order is in effect unless early termination is specifically provided for in such Task Order or (ii) during any period of financial assistance related to the Development District provided by the Authority, including assistance in the form of grants and loans.

ARTICLE V

INDEMNIFICATION

Section 5.01 Indemnification by the [City/Town].

To the fullest extent permitted by law, the [City/Town] shall indemnify and shall defend and hold harmless the Authority, including its officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the [City/Town] or its employees, agents or sub-contractors, including those arising out of injury to or death of [City/Town]'s employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by the [City/Town] or its employees, agents or sub-contractors.

Section 5.02 Indemnification by the Authority.

(a) The Authority agrees to indemnify, defend and hold harmless the [City/Town] and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the [City/Town] resulting from or arising out of:

1. Any breach by the Authority of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the [City/Town] or the Authority or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

4. Any damage to property, real or personal, (including property of the [City/Town] or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Authority, any subcontractor, or any material men, or anyone directly or indirectly employed by them while engaged in the performance of any work for the [City/Town].

(b) The Authority's obligation to indemnify, defend and hold harmless the [City/Town] shall be excused by (i) a failure by the [City/Town] to perform or observe any covenant or condition to be performed by the [City/Town] pursuant to this Agreement or any subsequent agreement between the Parties, (ii) the material inaccuracy of any representation or warranty of the [City/Town] in this Agreement; and (iii) the negligence or misconduct of the [City/Town], or its employees, agents, or subcontractors.

ARTICLE VI

REPRESENTATIONS

Section 6.01 Plan of Development.

The Authority is not a planning agency. It shall work wholly within the [City/Town]'s adopted plan of conservation and development (or any such equivalent plan) and zoning code.

Section 6.02 Contracting Requirements.

Any development and/or redevelopment within the Development District that is subject to Authority assistance shall be subject to all applicable laws, state contracting requirements, and audit procedures.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 No Recourse.

It is expressly understood and agreed that the directors, officers and employees and agents of the Authority are acting in a representative capacity and not for their own benefit and that there shall be no recourse or claim under this Agreement against any such person in any circumstances. The [City/Town] further acknowledges that the Authority is not a department, institution or agency of the State of Connecticut and agrees that it shall have no recourse or claim under this Agreement against the State or any of its officers, employees or agents in any circumstances.

Section 7.02 Independent Contractor.

The Authority shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all its sub-contractors. The Authority shall not be construed to be a department, institution, or agency of the [City/Town].

Section 7.03 No Third Party Beneficiaries.

This Agreement is for the exclusive benefit of the Parties hereto and no rights of third party beneficiaries are created hereby. The Authority shall not be obligated or liable hereunder to any party other than the [City/Town].

Section 7.04 Further Assurances.

The Parties shall provide such information, execute and deliver any instruments and documents, and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and that do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 7.05 Amendments.

No amendment to or modification or other alteration of this Agreement shall be valid or binding upon the Authority unless made in writing, signed by both Parties, and approved by the Authority's Executive Director; provided, however, that any amendment to or modification or other alteration that results in a substantive change to the boundaries of the Development District shall be subject to the approval of the Authority's Board of Directors.

Section 7.06 Exhibits.

All exhibits referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

Section 7.07 Interpretation.

The Agreement contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution, and otherwise, the content of those statutes and regulations shall govern over the content of the reference in this Agreement to those statutes and regulations.

Section 7.08 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same.

[Signature page to follow]

IN WITNESS WHEREOF, the Authority and the **[City/Town]** have caused this Agreement to be signed by their duly authorized representatives, as such and not individually.

**CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY**

By: _____ Date _____
Name: David Kooris
Title: Executive Director

[CITY/TOWN] OF [NAME OF MUNICIPALITY]

By: _____ Date _____
Name:
Title:

[Memorandum of Agreement - CMDA/[City/Town] of [Name of Municipality] -Signature Page]

EXHIBIT A

Housing Growth Zone Approval

A-1

EXHIBIT B

Development District Boundaries

B-1

MRDA FORM RESOLUTION – EFFECTIVE OCTOBER 1, 2025

[TOWN][CITY] OF [NAME OF MUNICIPALITY], CONNECTICUT

**RESOLUTION REGARDING JOINING THE CONNECTICUT MUNICIPAL
DEVELOPMENT AUTHORITY AS A MEMBER MUNICIPALITY**

WHEREAS, the Connecticut Municipal Development Authority (the “Authority”), a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut has been established pursuant to section 8-169ii of the Connecticut General Statutes (the “General Statutes”); and

WHEREAS, the Authority was created for the performance of an essential public and governmental function, including for the purposes set forth in section 8-169jj of the General Statutes to: (1) Stimulate economic and transit-oriented development, as defined in section 13b-79kk of the General Statutes, within Connecticut Municipal Development Authority development districts; (2) encourage residential housing development within development districts; (3) manage facilities through contractual agreement or other legal instrument; (4) stimulate new investment within development districts and provide support for the creation of vibrant, multidimensional downtowns; (5) upon request of the legislative body of a member municipality, or the legislative bodies of the municipalities constituting a joint member entity, as applicable, in which a development district is located, work with such municipality or municipalities to assist in development and redevelopment efforts to stimulate the economy of such municipality or municipalities; (6) upon request of the Secretary of the Office of Policy and Management and with the approval of the chief executive officer of a member municipality, or the chief executive officers of the municipalities constituting a joint member entity, as applicable, in which a development district is located, enter into an agreement to facilitate development or redevelopment within such development district; (7) encourage development and redevelopment of property within development districts; (8) engage residents of member municipalities, or municipalities constituting a joint member entity, as applicable, and other stakeholders in development and redevelopment efforts; (9) market and develop development districts as vibrant and multidimensional; and (10) provide financial support and technical assistance to municipalities to develop housing growth zones; and

WHEREAS, under the General Statutes, the types of projects for which Authority assistance is authorized includes the following: (A) the design and construction of transit-oriented development, as defined in section 13b-79kk of the General Statutes; (B) the creation of housing units through rehabilitation or new construction; (C) the demolition or redevelopment of vacant buildings; and (D) development and redevelopment; and

WHEREAS, according to Section 8-169ll of the General Statutes, a municipality may, by certified resolution of the legislative body of the municipality, or by the board of selectmen in a municipality where the legislative body is the town meeting, opt to join the Authority as a member municipality, provided such municipality holds a public hearing or otherwise provides for public comment prior to any vote on such certified resolution; and

WHEREAS, the [TOWN][CITY] of [NAME OF MUNICIPALITY] [(the “TOWN”)] [(the “City”)] held such a public hearing or otherwise provided for public comment on [DATE OF PUBLIC HEARING/PUBLIC COMMENT] pursuant to the Notice and/or meeting agenda attached hereto; and

WHEREAS, the [NAME OF LEGISLATIVE BODY] has found that joining the Authority as a member municipality would support the [TOWN’S] [CITY’S] efforts to stimulate economic development and foster the purposes outlined in Section 8-169jj within [TOWN] [CITY] and accordingly desires to join the Authority as a member municipality; and

WHEREAS; the [NAME OF LEGISLATIVE BODY] desires to further authorize the [TITLE OF CHIEF ELECTED OFFICIAL/TOWN MANAGER] to enter into a memorandum of agreement or other similar agreements with the Authority to create one or more development districts within [TOWN] [CITY] to advance the purposes contained in Section 8-169jj.

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. The [NAME OF LEGISLATIVE BODY] hereby approves the [TOWN] [CITY] joining the Authority as a member municipality.

Section 2. The [TITLE OF CHIEF ELECTED OFFICIAL/TOWN MANAGER] is authorized to take or cause to be taken such actions, including, but not limited to, the negotiation and execution of any memorandum of agreement on behalf of the [TOWN] [CITY] with the Authority and any other agreements, instruments and documents, that such official deems necessary, appropriate or desirable to implement the terms of any such memorandum of agreement and consummate the intention of this and the resolution.

Section 3. This Resolution shall be effective as of the date of approval.



Housing Growth Zone Analysis

Town of Avon

Before entering into a Memorandum of Agreement with a Member Municipality to establish a Development District, the Authority must determine whether any zone or zones within the Member Municipality’s eligible geography and proposed by the Member Municipality’s Chief Executive Officer can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone.

Pursuant to its authority established in CGS 8-169tt(c)(1), the Authority shall determine if any Member Municipality’s zoning regulations proposed for acceptance as a Housing Growth Zone by the Member Municipality’s Chief Executive Officer “are likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region.”

The Town of Avon’s eligible geography includes the area of its downtown. Per 8-169hh(7), Downtown is defined as “...a central business district or other commercial neighborhood area of a community that serves as a center of socioeconomic interaction in the community, characterized by a cohesive core of commercial and mixed-use buildings, often interspersed with civic, religious and residential buildings and public spaces, that are typically arranged along a main street and intersecting side streets and served by public infrastructure” For this analysis, all zones governing the area of the city within ½ mile of West Main Street and the municipal buildings around Town Hall including R15, OP, CS, CP-A, AVC, and AHOZ.

Attachment A includes a map of the eligible geography and the zone(s) therein that were considered for approval by the Authority at the request of Avon’s Town Manager.

Pursuant to CGS 8-169tt(c)(2): the Authority shall approve any municipal zone(s) as a Housing Growth Zone if the zone:

- (A) permits middle housing as of right, and
- (B) except as provided in subparagraph (iv) of this subdivision, the proposal requires only the approval of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission for the issuance of any applicable permits for any application that would result in a net increase of dwelling units other than middle housing units, provided such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, with respect to any application submitted pursuant to this section, shall (i) have the same power to issue any permit or approval as any other municipal body or official who would otherwise act with respect to such application, (ii) hold a single public hearing not later than thirty days after the receipt of any such application, (iii) by majority vote, determine whether to approve or deny such application not later than thirty days after such public hearing, and (iv) upon the recommendation of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, require concurrent approval from any

sewer commission, water commission, municipal wetlands commission, municipal conservation commission or board or municipal historic preservation commission of the municipality pursuant to a joint review process for such application by any such commission or board, as applicable, not later than thirty days after receipt of such application. The applicant shall file any such application with the zoning board of appeals, the planning commission, zoning commission or combined planning and zoning commission, which shall forward such application to such applicable commission or board to provide for such joint review if such review is recommended by such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission.

Attachment B includes a table that indicates whether any of the zones proposed by Avon for the Authority's approval include those two provisions.

As demonstrated in *Attachment B*, none of the zones proposed by the Town meets the two-test criteria for automatic approval as Housing Growth Zones.

For any zones that are not automatically approved due to their inclusion of the provisions identified in CGS 8-169tt(c)(2), the Authority embarked on a more detailed review to determine if any of the proposed zones are approved pursuant to CGS 8-169tt(c)(1). Pursuant to CGS 8-169tt(c)(3), as part of that review, the Authority shall consider whether or not the zone(s) contain the following zoning attributes:

- (A) allows the development of new dwelling units without the requirement of any off-street parking spaces,
- (B) requires that ten per cent of units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of their annual income, where such income is less than or equal to eighty per cent of the median income, for any application involving a net increase of ten or more dwelling units, and
- (C) generally promotes residential diversity.

Attachment C includes a table that identifies all the factors employed in the review of Avon's proposed zones.

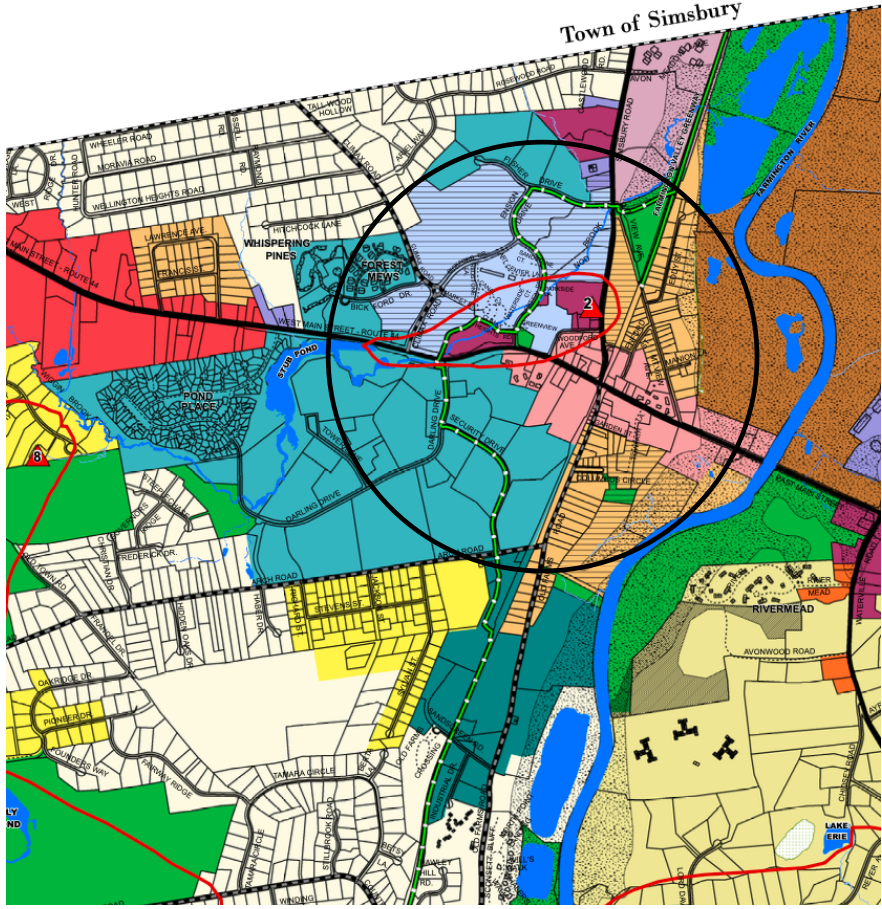
Given the Authority's analysis, the following zone(s) are approved as Housing Growth Zones:

AVC and AHOZ

In addition to these zones, the Town requested that the properties at 20 Security Drive, which were approved for multi-family housing, be included. Given that they are in the eligible geography and "are likely to substantially increase the production of new dwelling units" with their existing entitlements, **20 Security Drive** is also approved as part of the Housing Growth Zone.

Attachment D includes a map of the boundaries of the portions of the approved Housing Growth Zones that are located in Avon's eligible geography. This map depicts the area that may be included in a Development District via a subsequent Memorandum of Agreement with Avon's Town Manager.

Attachment A
Eligible Geography: Town of Avon



Attachment B
 Avon Zoning Analysis Per CGS 8-169tt(c)(2)

| Zone | R15 | OP | CS | CP-A | AVC | AHOZ |
|---|------------|-----------|-----------|-------------|------------|-------------|
| <i>Duplexes, Triplexes, quadplexes, cottage clusters, and townhouses allowed as-of-right</i> | No | No | No | No | No | No |
| <i>No more than one public hearing within 30 days of application receipt; 30 day review after public hearing; concurrent review</i> | No | No | No | No | No | No |

- Meets the statutory test
- Does not meet the statutory test

Attachment C

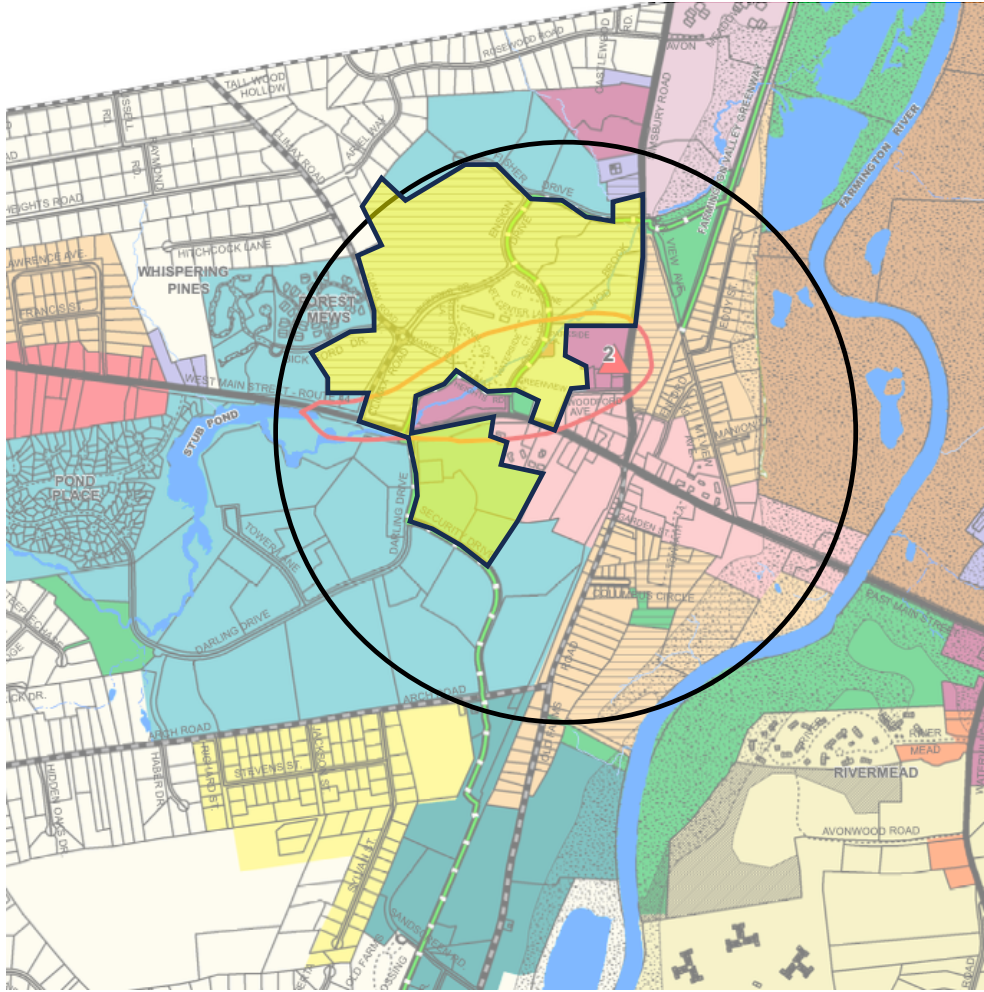
Avon Zoning Analysis per CGS 8-169tt(c)(1) and CGS 8-169tt(c)(3)

| Zone | R15 | OP | CS | CP-A | AVC | AHOZ |
|--|--|-----------------------------------|---------------------------------------|---|--|--|
| Is Multi Family Prohibited (X), Permitted (P), Subject to Site Plan Review (S), or Subject to Special Permit (SP) | SP | X | X | X | SP | P after Zone Change |
| Is Mixed-Use Allowed, Encouraged or Required | Not Allowed | Allowed | Allowed | Allowed | Required | Allowed |
| Are Auto-Oriented Uses Allowed | Not Allowed | Not allowed | Gas station SP | Not allowed | Not allowed | Not Allowed |
| What is the Minimum Lot Size for Multi-Family Development | 5 acres | 40,000 sf | 30,000 sf | 60,000 sf | 5 acres | Underlying |
| What is the Minimum Lot Frontage for Multi-Family Development | 100 ft | 150 ft | 150 ft | 150 ft | None | Underlying |
| What is the Minimum Front Setback for Multi-Family Development | 60 ft | 50 ft | 40 ft | 20 ft; 75 ft from state highway | 20 ft (max. 40 ft) | Underlying |
| What are the Minimum Side and Rear Yards for Multi-Family Development | 30 ft; 60 ft abutting non multi-family residential | 25 ft; 50 ft abutting residential | 20 ft | 20 ft; 100 ft abutting residential | 20 ft (max. 40 ft); 35 ft (max 60 ft) abutting residential | Underlying |
| What are the Height Limits for Multi-Family Development | 3 st | 35 ft / 2 stories | 35 ft / 2 stories | 40 ft / 3 stories | 40 ft | Underlying |
| Is there a Floor Area or Density Cap | 4 du/acre | None | 6,500 sf max | None | ~400-500 du total | 20 du/acre |
| What is the Coverage Cap for Multi-Family Development | 15% | 10% | 25% | 20% | Building 30% total 50% | Underlying |
| Are There Design Guidelines, Form-Based Massing Controls, and/or Building Orientation Requirements | No design guidelines | No design guidelines | No design guidelines | No design guidelines | Village District Per 8-2j and Village Center Design Principles | No design guidelines |
| Are there guidelines to maximize ground floor activation and a positive relationship between building and pedestrian realm | No design guidelines | No design guidelines | No design guidelines | No design guidelines | Village District Per 8-2j and Village Center Design Principles | Main façade at and parallel to public street |
| What is Minimum Parking Requirement (Residential) | 1/studio,1;2/2+ | N/A | N/A | N/A | 1/studio,1;2/2+; Shared allowed by Commission | 1/studio,1;2/2+; or 1.5 space / du by Commission |
| What is Minimum Parking Requirement (Commercial) | N/A | Restaurant: 10/1k sf | Retail: 5/1k sf; Restaurant: 10/1k sf | Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission | Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission | Retail: 5/1k sf; Restaurant: 10/1k sf; Shared allowed by Commission |
| Are There Design Guidelines to Minimize Impact of Parking on Pedestrian Realm | No design guidelines | No design guidelines | No design guidelines | No design guidelines | Village District Per 8-2j and Village Center Design Principles | No design guidelines |
| Are There Design Guidelines to Ensure High Quality Pedestrian Realm | No design guidelines | No design guidelines | No design guidelines | No design guidelines | Village District Per 8-2j and Village Center Design Principles; Pedestrian connectin to Route 44 and Greenway required | Must improve sidewalk adjacent to development |
| Is There an Affordability Inclusion | None | None | None | None | None | 20% of units at or below 80% AMI for 30 years |
| What is the Approval Process for Multi-Family | Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days | Land AHOZ | Land AHOZ | Land AHOZ | Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days | Hearing held within 65 days, closed within 35 days, and decision within 65 days; any step can be extended with consent of applicant not to exceed 65 additional days |

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

Attachment D
Avon Housing Growth Zone Map





Housing Growth Zone Analysis

Borough of Naugatuck

Before entering into a Memorandum of Agreement with a Member Municipality to establish a Development District, the Authority must determine whether any zone or zones within the Member Municipality's eligible geography and proposed by the Member Municipality's Chief Executive Officer can be approved as Housing Growth Zones. Development Districts cannot include parcels that are governed by zoning which is not approved by the Authority as a Housing Growth Zone.

Pursuant to its authority established in CGS 8-169tt(c)(1), the Authority shall determine if any Member Municipality's zoning regulations proposed for acceptance as a Housing Growth Zone by the Member Municipality's Chief Executive Officer "are likely to substantially increase the production of new dwelling units necessary to meet housing demand within the region."

The Borough of Naugatuck's eligible geography includes the area within ½ mile radius of the Naugatuck station located on the Waterbury Branch of the MetroNorth New Haven Line. For this analysis, the center point of the ½ mile radius circle was located at the station currently under construction by the Connecticut Department of Transportation rather than at the present station. The Authority has examined every zone within ½ mile of the future train station including R-8, RA-1, RO-1, B-1, B-2, I-1, I-2, RADD, and SDD #1.

Attachment A includes a map of the eligible geography and the zone(s) therein that were considered for approval by the Authority at the request of Naugatuck's Mayor.

Pursuant to CGS 8-169tt(c)(2): the Authority shall approve any municipal zone(s) as a Housing Growth Zone if the zone:

- (A) permits middle housing as of right, and
- (B) except as provided in subparagraph (iv) of this subdivision, the proposal requires only the approval of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission for the issuance of any applicable permits for any application that would result in a net increase of dwelling units other than middle housing units, provided such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, with respect to any application submitted pursuant to this section, shall (i) have the same power to issue any permit or approval as any other municipal body or official who would otherwise act with respect to such application, (ii) hold a single public hearing not later than thirty days after the receipt of any such application, (iii) by majority vote, determine whether to approve or deny such application not later than thirty days after such public hearing, and (iv) upon the recommendation of the zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission, require concurrent approval from any sewer commission, water

commission, municipal wetlands commission, municipal conservation commission or board or municipal historic preservation commission of the municipality pursuant to a joint review process for such application by any such commission or board, as applicable, not later than thirty days after receipt of such application. The applicant shall file any such application with the zoning board of appeals, the planning commission, zoning commission or combined planning and zoning commission, which shall forward such application to such applicable commission or board to provide for such joint review if such review is recommended by such zoning board of appeals, planning commission, zoning commission or combined planning and zoning commission.

Attachment B includes a table that indicates whether any of the zones proposed by Naugatuck for the Authority's approval include those two provisions.

As demonstrated in *Attachment B*, none of the zones proposed by the Borough meets the two-test criteria for automatic approval as Housing Growth Zones.

For any zones that are not automatically approved due to their inclusion of the provisions identified in CGS 8-169tt(c)(2), the Authority embarked on a more detailed review to determine if any of the proposed zones are approved pursuant to CGS 8-169tt(c)(1). Pursuant to CGS 8-169tt(c)(3), as part of that review, the Authority shall consider whether or not the zone(s) contain the following zoning attributes:

- (A) allows the development of new dwelling units without the requirement of any off-street parking spaces,
- (B) requires that ten per cent of units be sold or rented at, or below, prices which will preserve the units as housing for which persons and families pay thirty per cent or less of their annual income, where such income is less than or equal to eighty per cent of the median income, for any application involving a net increase of ten or more dwelling units, and
- (C) generally promotes residential diversity.

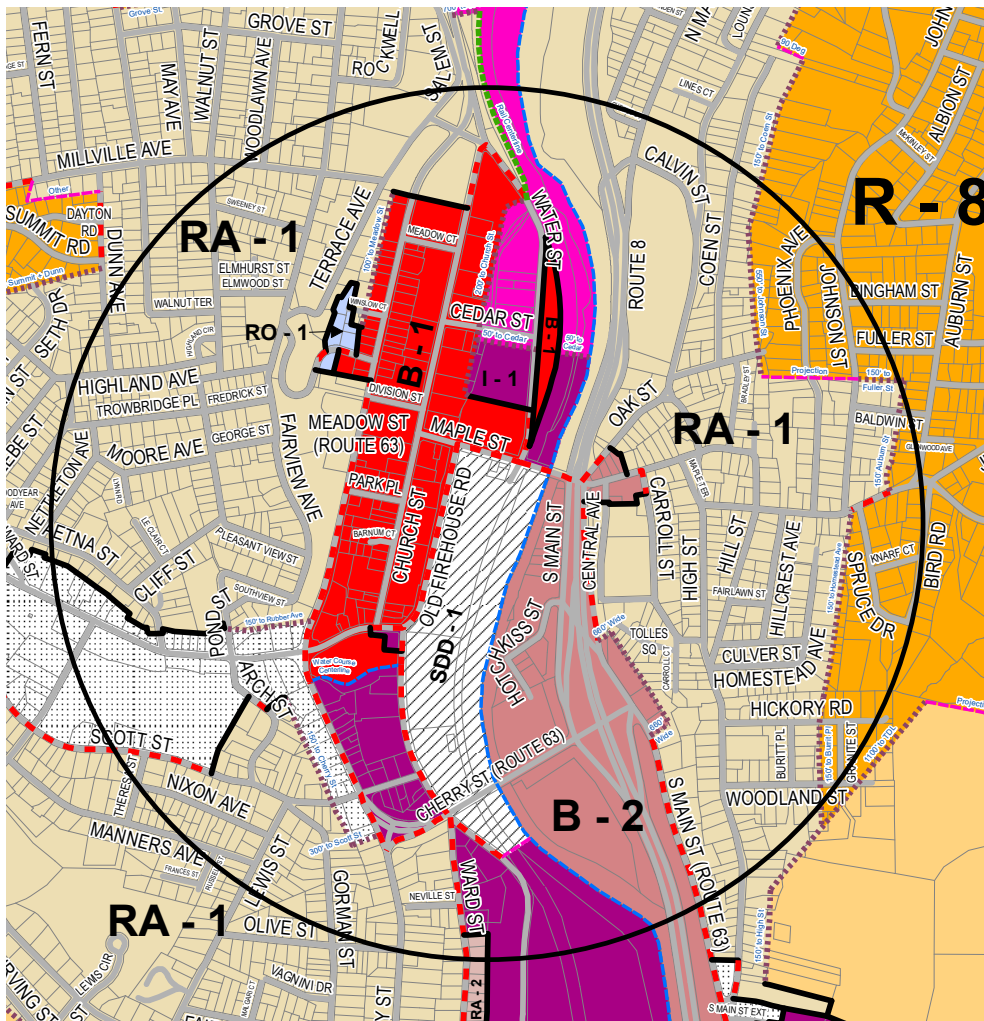
Attachment C includes a table that identifies all the factors employed in the review of Naugatuck's proposed zones.

Given the Authority's analysis, the following zone(s) are approved as Housing Growth Zones:

SDD #1

Attachment D includes a map of the boundaries of the portions of the approved Housing Growth Zones that are located in Naugatuck's eligible geography. This map depicts the area that may be included in a Development District via a subsequent Memorandum of Agreement with Naugatuck's Mayor.

Attachment A
Eligible Geography: Borough of Naugatuck



Attachment B
 Naugatuck Zoning Analysis Per CGS 8-169tt(c)(2)

| Zone | R-8 | RA-1 | RO-1 | B-1 | B-2 | I-1 | I-2 | RADD | SDD-1 |
|---|-----|------|------|-----|-----|-----|-----|------|-------|
| <i>Duplexes, Triplexes, quadplexes, cottage clusters, and townhouses allowed as-of-right</i> | No | No | No | No | No | No | No | No | No |
| <i>No more than one public hearing within 30 days of application receipt; 30 day review after public hearing; concurrent review</i> | No | No | No | No | No | No | No | No | No |

- Meets the statutory test
- Does not meet the statutory test

Attachment C

Naugatuck Zoning Analysis per CGS 8-169tt(c)(1) and CGS 8-169tt(c)(3)

| Zone | R-8 | RA-1 | RO-1 | B-1 | B-2 | I-1 | I-2 | RADD | SDD-1 |
|--|--|---|---|---|--|-----|-----|--|---|
| Is Multi Family Prohibited (X), Permitted (P), Subject to Site Plan Review (S), or Subject to Special Permit (SP) | X | SP, Duplex P | SP, Duplex P | SP | SP | X | X | SP | SP |
| Is Mixed-Use Allowed, Encouraged or Required | Not allowed | Not allowed | Allowed with Office SP | Allowed: Retail SP, Office/Restaurants | Required since ground floor can't be residential: Retail SP, Office/Restaurants | | | Encouraged: Retail SP, Office/Restaurant SP | Required |
| Are Auto-Oriented Uses Allowed | Not allowed | Not allowed | Not allowed | Allowed but subject to Special Permit: Drive Thru SP, Gas Station SP, Accessory Repair SP, Accessory Freight SP | Allowed but subject to Special Permit: Drive Thru SP, Auto Service and Repair SP, Auto and Truck Sales SP, Logistics SP, Contractor Yards S, Freight SP, Public Storage SP | | | Allowed but subject to Special Permit: Drive Thru SP, Auto Service and Repairs SP, Auto and Truck Sales SP, Logistics SP | No drive-thru or auto uses allowed |
| What is the Minimum Lot Size for Multi-Family Development | 5,000 per unit | 5,000 per unit | 5,000 per unit | 5,000 (+1k per unit after first) | 20,000 | | | 16,000 | 5,000 |
| What is the Minimum Lot Frontage for Multi-Family Development | 100 (40 in zone standards but increased via 33.10.1a3) | 100 (40 in zone standards but increased via 33.10.1a3) | 100 (40 in zone standards but increased via 33.10.1a3) | 100 (40 in zone standards but increased via 33.10.1a3) | 100 (85 in zone standards but increased via 33.10.1a3) | | | 100 (70 in zone standards but increased via 33.10.1a3) | 40 |
| What is the Minimum Front Setback for Multi-Family Development | | 25 | 25 | 10 | 25 | | | 10 (Site Plan Review Says to Use Minimum Possible, but 24.4.5 says it can't be less than 50 feet on an Arterial) | None |
| What are the Minimum Side and Rear Yards for Multi-Family Development | | 10 Side and 25 Rear but 35 from Residential Zone (10 of that Landscaped) | 10 Side and 25 Rear but 35 from Residential Zone (10 of that Landscaped) | 0 Side and 10 Rear but 25 from Residential Zone (10 of that Landscaped) | 15 Side and 25 Rear | | | 15 Side and 25 Rear | 0 but 25 from residential zone |
| What are the Height Limits for Multi-Family Development | | 3 st and 40 feet | 3 st and 40 feet | 40 feet (6 stories and 60 ft in zone standards but increased via 33.10.1b5) | 3 st and 40 feet | | | 3 st and 40 feet | 120 feet |
| Is there a Floor Area or Density Cap | | 0.50 FAR; No more than 50 units per phase; Lot size results in cap of 8du/acre | 1.0 FAR; No more than 50 units per phase; Lot size results in cap of 8 du/acre | 2.0 FAR (structured parking exempt); No more than 50 units per phase; Lot size results in cap of 39du/acre | 1.0 FAR; no more than 50 units per phase | | | 1.5 FAR; no more than 50 units per phase | 100k square feet gross floor area maximum |
| What is the Coverage Cap for Multi-Family Development | | 25 | 40 | 75 | 40 | | | 40 | 90 |
| Are There Design Guidelines, Form-Based Massing Controls, and/or Building Orientation Requirements | | no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet | no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet | no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet; 2 foot step back per 1 foot height above 30ft from EVERY property line | no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet | | | no façade longer than 150 feet, no section longer than 50 feet with break offset of no less than 6 feet | No design guidelines |
| Are there guidelines to maximize ground floor activation and a positive relationship between building and pedestrian realm | | No design guidelines | No design guidelines | No design guidelines | No design guidelines | | | No design guidelines | No design guidelines |

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

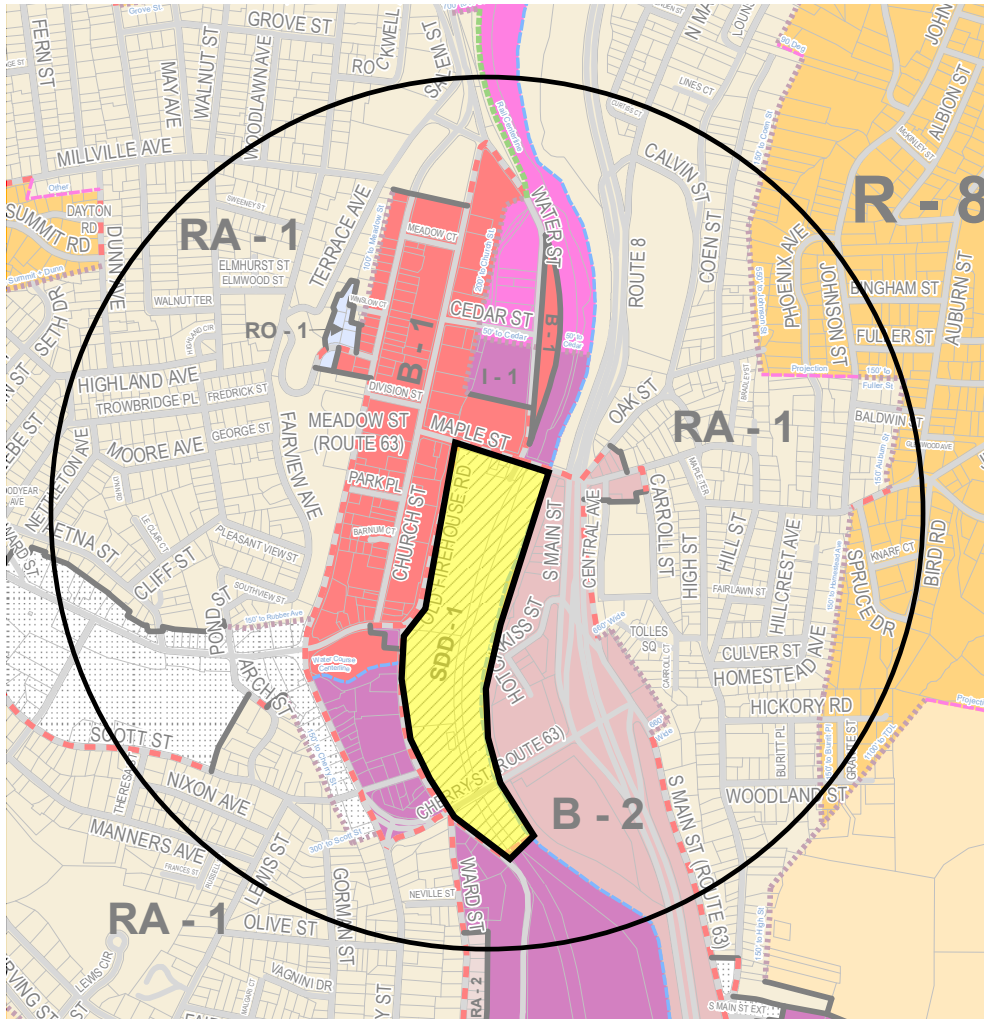
- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

| | | | | | | | |
|---|---|---|---|---|--|---|--|
| What is Minimum Parking Requirement (Residential) | 3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel | 3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel | 3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units; can be anywhere from 15-300ft from building if common ownership parcel | 3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units | | 3 Spaces Per Unit Regardless of Unit Size in Developments with Greater than 3 Units | 0.75 Spaces Per Unit |
| What is Minimum Parking Requirement (Commercial) | | | 1/150 ground floor, 1/400 above, within 300 ft of bldg, or determined by commission 26.5.10; restaurant 1/75 | 1/150 ground floor, 1/300 above, within 300 ft of bldg; restaurant 1/75 | | determined in site plan review; restaurant 1/75 | 3/1000; can be met within 500ft in public parking or on street if approved by commission |
| Are There Design Guidelines to Minimize Impact of Parking on Pedestrian Realm | No design guidelines | No design guidelines | No design guidelines; 2 driveway connections to street required | No design guidelines; 2 driveway connections to street required | | Parking should be located behind building when possible and buffered when not; site access points should be minimized | No design guidelines |
| Are There Design Guidelines to Ensure High Quality Pedestrian Realm | No design guidelines | No design guidelines | No design guidelines | No design guidelines | | Sidewalks shall be required at a location and to an extent determined by Commission | Sidewalks must be provided in accordance with downtown specifications; provide safe and convenient connections to train station and other transit; create a streetscape consistent with Church and Maple Streets |
| Is There an Affordability Inclusion | None | None | None | None | | None | None |
| What is the Approval Process for Multi-Family | SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 | SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 | SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 | SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 | | SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 | Exempt from 33.10 Multi-Family Standards; SP hearing called within 65 days, closed within 35 days, and rendered within 65 days; so 165 total (5.5 months) / standards in 33.5 AND 33.7 AND 33.8 |

Whether each aspect of zoning will result in a substantial increase of the production of new dwelling units in transit-oriented developments and/or vibrant and multi-dimensional downtowns

- Very Likely
- Somewhat Likely
- Somewhat Unlikely
- Very Unlikely

Attachment D
Naugatuck Housing Growth Zone Map



The following attachment is not a PDF, so a link to the native file format is being provided instead:

[Boundaries of Downtown as defined by the POCD.docx \(LINK\)](#)

Remote Attachment:

[Underlying statutory basis and cha ... a.ct.gov/current/pub/chap_130.htm](https://www.cga.ct.gov/current/pub/chap_130.htm)
(https://www.cga.ct.gov/current/pub/chap_130.htm)

Remote Attachment:

[Edit Underlying statutory basis an ... TOB/H/PDF/2025HB-07287-R00-HB.PDF](https://www.cga.ct.gov/2025/TOB/H/PDF/2025HB-07287-R00-HB.PDF)
(<https://www.cga.ct.gov/2025/TOB/H/PDF/2025HB-07287-R00-HB.PDF>)