



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

NOTICE OF EXECUTIVE SESSION

The Board of Finance anticipates voting to go into Executive Session on **Wednesday, July 11, 2012 at 7:00 P.M.** in **Room 309** of Town Hall to discuss real estate contract negotiations. No action will be taken.

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, July 11, 2012 at 8:00 p.m.** in the Auditorium of Town Hall. The following item(s), and any others properly presented before the Board, will be considered:

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director.
2. Status Update from the Internal Auditor.

TRANSFERS IN THE 2011-2012 BUDGET

3. The Board will consider the following request(s) for transfer amounts of \$3,000 or less that have been approved by the First Selectman:

a) A request by the Human Services Director for a transfer of \$250 from the Social Services Account #10105520-542000 (Equipment Maintenance & Operation) to the Senior Services Account #10105530-585000 (Education & Expenses) to cover unanticipated expenditures.

b) A request by the Town Clerk for a transfer of \$1,000 from the Town Clerk Account #10101180-551000 (Advertising & Printing) to the Town Clerk Account #10101180-552000 (Postage) in order to cover shortfalls.

c) A request by the Conservation Director for a transfer of \$1,000 from the Conservation Account #10101182-513002(Overtime), a \$1,000 from the Conservation Account #10101182-561000 (Supplies) totaling \$2,000 to the Conservation Account #10101182-531000 (Fees & Services) in order to cover shortfalls for payments of water quality sampling.

APPROPRIATIONS IN THE 2011-2012 BUDGET

4. A request by the Parks & Recreation Director for an appropriation of \$16,862.22 to the Maintenance-Operation Gas Account #10108820-542032 due to account under budgeted.

5. A request by the Parks & Recreation Director for an appropriation of \$32,199.59 to the Maintenance-Water Account #10108820-566400 due to account under budgeted.

6. A request by the Finance Director for an appropriation of \$158,320, the breakdown shown on the attached schedule, for the DPW contract settlement.

APPROPRIATIONS IN THE 2012-2013 BUDGET

7. A request by the Finance Director for an appropriation of \$166,625, the breakdown shown on the attached schedule, for the DPW contract settlement.

DISCUSSION

8. Discussion of Amendment to Article II, Chapter 54 of the Town Code, Tax Relief for Senior Citizens or Permanently and Totally Disabled Persons.
9. Discussion of a request by the Executive Director of the Levitt Pavilion for the Performing Arts for an appropriation of \$6,700,000 (with bond and note authorization) to the Capital Account for the construction of the Levitt Pavilion. The Town of Westport's portion will be \$1,100,000. No action will be taken.
10. Discussion and recommendation of an equal area property exchange at the Longshore Club Park.
11. Discussion of the Selectman's Five-Year Capital Forecast. No action will be taken.
12. Discussion of three concession leases between the Town of Westport and Joseph C. Romeo Jr. for review and recommendation in accordance with Section C6-2 of the Westport Charter.

APPROVAL OF MINUTES

13. Approve the Board of Finance Minutes of the May 23, 2012 regular meeting.



WESTPORT CONNECTICUT

THE DEPARTMENT OF HUMAN SERVICES

TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CT 06880
(203) 341-1050 FAX (203) 341-1073
EMAIL: HUMANSRV@WESTPORTCT.GOV

ITEM
3a

Memo

RECEIVED

MAY 23 2012

TOWN OF WESTPORT
SELECTMAN'S OFFICE

To: Sheila Carey, Financial Coordinator
From: Barbara Butler, Director *BB*
Subject: Transfer Request
Date: May 21, 2012

After reviewing the account detail report for our department's budget, I would like to transfer the following to cover unanticipated expenditures:

Please transfer funds as listed below:

	FROM	TO
Social Services, Equipment Maint. & Operation 10105520-542000	\$250.00	
Senior Services, Education and Expenses 10105530-585000		\$250.00

Approved:

Gordon F. Joseloff
Gordon F. Joseloff
First Selectman

5/23/12

RECEIVED

MAY 22 2012

TOWN OF WESTPORT
CONTROLLER'S OFFICE



WESTPORT CONNECTICUT

PATRICIA H. STRAUSS

TOWN CLERK

ITEM
3b

May 15, 2012

Gordon F. Joseloff, First Selectman
Town of Westport
110 Myrtle Avenue
Westport, CT 06880

RECEIVED
MAY 15 2012
TOWN OF WESTPORT
SELECTMAN'S OFFICE

RE: Request for Transfer

Dear Mr. Joseloff:

I respectfully request the following transfer of funds:

<u>ACCOUNT</u>	<u>FROM</u>	<u>TO</u>
10101180-551000 Advertising & Printing	\$1,000	
10101180-552000 Postage		\$1,000

The transfer is requested to cover postage expenses due to an unanticipated higher postage rate and an increase in the volume of returned documents and on-line orders.

Your favorable consideration of this request will be appreciated.

Sincerely,

Patricia H. Strauss

Patricia H. Strauss
Town Clerk

Cc: Gary Conrad, Finance Director

Approved: *Gordon F. Joseloff* 5/15/12
Gordon F. Joseloff
First Selectman



WESTPORT, CONNECTICUT

CONSERVATION DEPARTMENT

TOWN HALL - 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341-1170 • FAX (203) 341-1088

ITEM
3c

RECEIVED

JUN 7 - 2012

**TOWN OF WESTPORT
SELECTMAN'S OFFICE**

To: Gordon Joseloff, First Selectman
From: Alicia Mozian, Conservation Director
Date: May 25, 2012, **revised June 6, 2012**
Re: Conservation Department Line Item Transfer Request
2011-2012 Budget Expenditure Account 182

Upon review of the account balances in our department, we are anticipating a shortage of available funds in the Fees and Services Account in order to pay for water quality sampling that was budgeted for in the start of the fiscal year. Specifically, of the \$3,000 allotted for in the Fees and Services Account, an additional \$2,000 is owed HarborWatch. I would like to accomplish this by transferring funds from my Over-time account and my Supplies account.

Account Number and Name:	From:	To:
10101182513002 Overtime	\$1,000	
10101182561000 Supplies	\$1,000	
10101182531000 Fees&Services		\$2,000

Thank you for your consideration of this request.

Conservation: Alicia; BOF: 11-12 transfer requests - 2

Approved: _____

Gordon F. Joseloff
Gordon F. Joseloff
First Selectman

6/7/12



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT
LONGSHORE CLUB PARK
260 SOUTH COMPO ROAD, WESTPORT, CT 06880
(203) 341-5090

ITEM
4

June 25, 2012

Gordon Joseloff
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

RECEIVED
JUN 26 2012
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear Mr. Joseloff:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for the following appropriation:

Account: 820-542032
Maintenance – Operation Gas

Amount Requested: \$16,862.22

Reason: Account under budgeted. Original appropriation of \$40,000. Actual expenditures of \$52,995.59. Budget has been adjusted in the 2012-13 Budget (\$60,000).

Sincerely,

Stuart McCarthy
Director of Parks and Recreation

SSMcC:sk
cc: Gary Conrad

Approved for submission to the Board of Finance (7/11/12)

Gordon F. Joseloff
First Selectman



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

ITEM
5

June 25, 2012

Gordon Joseloff
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

RECEIVED

JUN 26 2012

TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear Mr. Joseloff:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for the following appropriation:

Account: 820-566400
Maintenance – Water

Amount Requested: \$32,199.59

Reason: Account under budgeted. Original appropriation of \$90,000. Actual expenditures of \$122,199.81. Budget has been adjusted in the 2012-13 budget (\$120,000).

Sincerely,

Stuart McCarthy
Director of Parks and Recreation

SSMcC:sk
cc: Gary Conrad

Approved for submission to the
Board of Finance (7/11/12)

Gordon F. Joseloff
First Selectman

DPW Contract Cost Settlement

Westport Council #4, AFSCME, AFL-CIO Local 1303-35

In arbitration ruling from AAA expected by March 30, 2012

Contract Term July 1, 2009 to June 30, 2013

ITEM # 647

Salary pre contract 06-30-09	\$ 2,022,791	Include Base and OT
2009-10 Increase	0.00%	
New Salary	2,022,791	0 Year 1
2010-11 Increase	2.25%	
New Salary	2,068,303	45,513 Year 2 Cost
2011-12 Increase	2.50%	
New Salary	2,120,011	97,220 Year 3 Cost
2012-13 Increase	2.50%	
New Salary	2,173,011	150,221 Year 4 Cost
Cunmmulative Cost		292,954 Four year Cost

Total Appropriation

	Appropriation <u>2011-2012</u>	Appropriation <u>2012-2013</u>	<u>Cumulative</u>
Actual & Forecast Salary	142,733	150,221	292,954
Medicare 1.45%	2,070	2,178	4,248
Workers Comp \$9.47/100	13,517	14,226	27,743
Other	0	0	0
	<u>\$ 158,320</u>	<u>\$ 166,625</u>	<u>\$ 324,945</u>

General Fund

	Appropriation <u>2011-2012</u>	Appropriation <u>2012-2013</u>	<u>Cumulative</u>
Actual & Forecast Salary	114,787	111,675	226,462
Medicare 1.45%	1,665	1,619	3,284
Workers Comp \$9.45/100	11,863	11,944	23,807
Other	0	0	0
	<u>\$ 128,315</u>	<u>\$ 125,238</u>	<u>\$ 253,553</u>

Sewer Fund

	Appropriation <u>2011-2012</u>	Appropriation <u>2012-2013</u>	<u>Cumulative</u>
Actual & Forecast Salary	27,946	38,546	66,492
Medicare 1.45%	405	559	964
Workers Comp \$5.92/100	1,654	2,282	3,936
Other	0	0	0
	<u>\$ 30,005</u>	<u>\$ 41,387</u>	<u>\$ 71,392</u>



WESTPORT CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

ITEM

8

RECEIVED
JUN 25 2012
TOWN OF WESTPORT
SELECTMAN'S OFFICE

To: Gordon F. Joseloff, First Selectman

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

Date: June 25, 2012

Re: Amendment to Article II, Chapter 54 of the Town Code
Tax Relief for Senior Citizens or Permanently and Totally Disabled Persons

Pursuant to CGS Section 12-129n, any municipality, by vote of its legislative body on the recommendation of its board of finance, may provide property tax relief with respect to real property owned and occupied by persons sixty-five (65) years of age and over or to persons with permanent or total disabilities.

In accordance with CGS Section 12-129n, the Town of Westport first adopted an ordinance providing tax relief in 1980. The ordinance was subsequently amended in 2006. The initial adoption and subsequent amendments were recommended by the Board of Finance and approved by the Representative Town Meeting ("RTM").

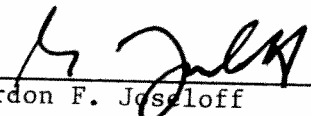
The Town Assessor is proposing additional amendments to the current tax relief ordinance. I have attached a copy of the ordinance with the proposed changes highlighted for your information.

On behalf of the Assessor, I request that the proposal to amend the ordinance be placed on the July 11th Board of Finance agenda for its recommendation. Pending recommendation by the Board of Finance, it is anticipated that the ordinance will be presented to the RTM for a first reading in September.

If you have any questions, please contact Paul Friia, x1135.

cc: Shelly Kassen, Selectwoman
Gary Conrad, Finance Director
Paul Friia, Assessor
Hadley Rose, RTM Moderator

Approved for submission to the
Board of Finance (7/11/12)



Gordon F. Joseloff
First Selectman

DIVISION 2. TAX RELIEF FOR SENIOR CITIZENS OR
PERMANENTLY AND TOTALLY DISABLED PERSONS*

*Editor's note: The 1981 Code stated that this division was adopted December 16, 1980 (with an effective date of December 26, 1980) and amended in its entirety April 4, 2006 (with an effective date of April 21, 2006).

Sec. 54-62. Statutory authority.

This division is adopted pursuant to the authority granted to the Town under C.G.S. § 12-129n.

(Code 1981, § 134-2)

Sec. 54-63. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Assessment year~~ "Tax Year" is defined as the fiscal year beginning July 1 and ending June 30 for which property taxes are assessed paid based upon the grand list valuation of the preceding October 1.

"Assessment Year" means the year beginning October 1st and ending September 30th. It is the period for which property is assessed for a given grand list.

~~Qualifying income means the adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended, plus tax exempt interest income, railroad retirement benefits, income from other tax exempt retirement and annuity sources, and the nontaxable portion of any Social Security benefits, less an amount equal to the medical and dental expense deduction allowed or allowable under Section 213(a) of the Internal Revenue Code of 1986, as may be amended.~~

Qualifying income means total annual household income. Qualifying total annual household income for tax relief under section 134-8 shall be reviewed and determined by the assessor on the basis of amounts listed in the computation of total income for federal income tax purposes. Total income for the year preceding the filing of an application for tax relief hereunder of the applying individual if unmarried, or combined, if married, regardless of whether or not separate federal income tax returns were filed by such person or his or her spouse and shall be adjusted in accordance with subsections (a) and (b) of this section. Filing status must be indicated when filing Federal tax return.

Formatted: Bullets and Numbering

(a) **Included in income.** Qualifying total annual income shall include income from the following sources; whether or not such sources were included in amounts listed for the computation of total income on a federal income tax return, and shall therefore be adjusted and determined by the assessor to the extent such amounts are not included as total income in a federal income tax return:

- (1) Wages, bonuses, commissions, gratuities and fees, self-employment net income;
- (2) Gross Social Security, Federal Supplemental Security Income, payment for jury duty (excluding travel allowance);
- (3) Dividends, interest, and annuities;
- (4) Taxable IRA distributions;
- (5) Black Lung payments;
- (6) Interest or proceeds resulting from gifts received;
- (7) Lottery winnings;
- (8) Net income from sale or rent of real or personal property, provided that, to the extent that there is no net income, qualifying total annual income shall not be decreased by sale and rental net income losses or depreciation;
- (9) Pensions, including veterans' and railroad retirement;
- (10) Severance pay; Unemployment compensation;
- (11) Worker's compensation;
- (12) Alimony;
- (13) Capital gains, provided that, to the extent there is no capital gain, qualifying total annual income shall not be decreased by capital losses;
- (14) Partnership or business income, provided that, to the extent there is no net income, qualifying total annual income shall not be decreased by partnership net income losses or net operating losses;

(b) **Excluded from income.** Qualifying total annual income shall exclude income from the following sources, whether or not such sources were included in amounts listed for the computation of total income on a federal income tax return or under subsection (a) above and shall therefore be adjusted and determined by the assessor to the extent that such amounts are included in a federal income tax return or under subsection (a) above:

- (1) Social Security payments specifically for a dependent person or minor child;
- (2) Casualty loss reimbursements by insurance companies;
- (3) Gifts, bequests or inheritances, except for any interest or other income produced by the gift, bequest or inheritance;
- (4) Grants for disaster relief;
- (5) Income derived through volunteer service under the Domestic Volunteer

Service Act of 1973, as amended, including stipends earned under the Foster Grandparents' Program, Retired Senior Volunteer Program, Senior Companion Program, and Community Training under Department of Mental Retardation;

(6) Life insurance proceeds;

(7) Food stamps; fuel assistance; child support payments and temporary family assistance program payments.

Residence means the property which is the principal residence of the taxpayer and all improvements thereon. A single family home that is the principal residence cannot be rented during any period of the abatement period. If the principal residence is a multifamily dwelling, such relief shall be prorated to reflect the fractional portion of such real property occupied by such applicant as provided by law. Where one or more co-owners occupy said real property as their principal residence, the income of all such co-owners shall be included in the calculation of eligibility, and, if eligible, shall be entitled to a pro rata tax abatement equal to their fractional share of ownership.

(Code 1981, § 134-3)

Sec. 54-64. Criteria for qualification.

To qualify for the tax relief provided in this division, on the date of application, a taxpayer:

(1) Shall be:

a. Sixty-five years of age or older or whose spouse, who is domiciled with him or her, shall be 65 years of age or older;

b Sixty years of age or older and the surviving spouse of a taxpayer previously qualified under this section at the time of his or her death; or

c. Under age 65 years of age and eligible in accordance with applicable federal regulations to receive permanent total disability benefits under Social Security, or shall not have been engaged in employment covered by Social Security and accordingly shall not have qualified for benefits hereunder, but shall have become qualified for permanent total disability benefits under any Federal, State or local government retirement or disability plan, including the Railroad Retirement Act and any government-related teacher's retirement plan, in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under Social Security; and

(2) Shall own real property (or be liable for the payment of taxes thereon under C.G.S. § 12-48) and shall occupy such property as his or her residence for not less than 183 days in the calendar year immediately preceding the date of application;

Applicant may be confined to a skilled healthcare facility for 365 days or less but intends to return to the property, such person is entitled to relief.

(3) Shall have been, or whose spouse shall have been, liable for residential real property taxes to the Town for a period of one year immediately preceding the receipt of tax benefits under this division; and

(4) Shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed the limits described in Section 54-68.

Such qualifying income limits shall be applied annually to the calendar year immediately preceding the date of application.

5) No tax abatement shall be given under this section to any person who owes any delinquent taxes to the Town. For the purposes of this section, taxes abated or deferred pursuant hereto shall not be considered delinquent.

(Code 1981, § 134-4)

Sec. 54-65. Benefit limitations.

The benefits under this division shall be limited to the principal residence of the taxpayer.

(Code 1981, § 134-5)

Sec. 54-66. Application--Procedure; contents.

Applications for benefits under this division:

A. Shall be made annually on forms provided by the Assessor of the Town and shall be accompanied by a copy of the applicant's federal tax return and documentation of all other income for the calendar year immediately preceding the date of application; and

(B) Shall indicate, in addition to the qualifying information set forth in this division, whether or not the applicant has previously applied or is currently applying for this or any other State or local property tax relief.

C. Applicants shall have applied for real property tax relief for all State funded tax relief benefits applicable to the property for which this program provides relief for which the household may be eligible. If such applicant has not applied for real property tax relief for all State funded tax relief benefits applicable to the property, because such applicant is not eligible, the applicant shall so certify by filing on a form acceptable to the Assessor, an affidavit testifying to such person's State ineligibility.

D. An application for tax relief benefits under the Town Tax Abatement program shall include a properly executed IRS Form 4506 (request for copy of tax form), together with such other verification of income and financial affidavits as the Assessor may require. Falsely reporting total income of information in connection with requesting tax relief may result in loss of benefits provided pursuant to this Article.

E. Applicant(s) shall be required to apply in person. The only exception is if the applicant is in a healthcare facility. Proof from the healthcare facility indicating residency is required.

(Code 1981, § 134-6)

Sec. 54-67. Application--Deadlines.

(a) Tax abatement. In order to claim tax abatement benefits pursuant to Section

54-68(1), application shall be filed annually with the Assessor not later than the May 15 immediately preceding the applicable Tax Year, commencing July 1 of that same calendar year. For those persons who have sought and received by May 15 an extension of time to file a tax return, the application must nevertheless be filed by May 15 and a copy of the tax return **must be** received by the assessor's office by June 15 or the application will be denied.

(b) Tax deferral. In order to claim tax deferral benefits pursuant to Section 54-68(2), applications shall be filed annually with the Assessor not later than the December 31 that falls within the applicable assessment year.

(Code 1981, § 134-7)

Sec. 54-68. Tax relief programs.

An applicant may apply annually for one or more of the following tax relief programs:

(1) Tax abatement. For applicants who elect to apply for the tax abatement benefits under this division, the benefit shall be allowed on a graduated basis, as follows:

TABLE INSET:

Qualifying Income Benefit Rate

Less than \$25,000.00 \$3,500.00 shall be abated

\$25,000.00, but less than \$35,000.00 \$3,000.00 shall be abated

\$35,000.00, but less than \$45,000.00 \$2,000.00 shall be abated

\$45,000.00, but less than \$55,000.00 \$1,000.00 shall be abated

(2) Tax deferral. Applicants who elect to apply for tax deferral benefits under this division may defer taxes as follows:

TABLE INSET:

Qualifying Income Benefit Rate

Less than \$75,000.00 100 percent deferral. The applicant may defer up to 100 percent of the tax assessed, less any State and local tax relief, for the applicable assessment year

\$75,000.00 but less than \$100,000.00 Deferral of tax increase:

(1) The applicant may defer an amount not to exceed the increase between the tax, less any State tax relief, for the applicable assessment year and the tax, less any State tax relief, for the base year, provided that applicant's

residence in the base year is the same as the applicant's residence in the applicable assessment year.

(2) General rule. The base year shall be the later of the assessment year beginning July 1, 2005, or the assessment year immediately preceding the initial year of application for the residence for which application is made.

(3) The term "initial year of application," as used in this section, shall be defined as the earliest assessment year for which the applicant filed a timely application for any of the tax relief programs of this section, provided that the applicant met all eligibility requirements of this article (including income, residency and age or disability) for the initial year of application.

(4) Exception. Applicants with an initial year of application for the assessment year beginning July 1, 2007, may elect to utilize as a base year either the assessment year beginning July 1, 2005, or the assessment year beginning July 1, 2006.

(Code 1981, § 134-8)

Sec. 54-69. Hardship exception.

In cases of extreme hardship, the Board of Selectmen may, upon written application, waive the qualifying income requirement for either of the two tax deferral programs. The term "extreme hardship" includes, but is not limited to, unreimbursed medical or dental expenses and unreimbursed property casualty.

(Code 1981, § 134-9)

Sec. 54-70. Responsibility of tax deferral benefit recipient.

Any qualified recipient of a tax deferral benefit shall be subject to the following:

(1) The recipient shall enter into a written agreement with the Town providing for reimbursement. The principal amount of such tax deferral benefit plus interest shall be recorded on the land records of the Town and shall constitute a lien on the property, payable upon the earlier of death or conveyance.

(2) All deferral benefits plus interest shall be reimbursed to the Town upon the earlier of the death of the recipient or the conveyance of the real property subject to such deferral benefits, unless the property is conveyed to the recipient's spouse who meets the eligibility requirements of Section 54-75. In the case of a conveyance to a surviving spouse who does not meet the eligibility requirements of Section 54-75, all deferral benefits plus interest shall be reimbursed to the Town within five years of such conveyance unless, within such five-year period, the surviving spouse meets the eligibility requirements of Section 54-75. Interest shall continue to be at the

rate set forth in Subsection (3) of this section and shall continue to accrue from the date of death until the date of payment. The grantee or, in the event of death, the personal representative of the person for whom tax deferral was approved, shall be required, within a period not exceeding forty five days immediately following the date of death or conveyance, to notify the Assessor thereof.

(3) All benefits shall be subject to an interest charge at the annual percentage rate of 50 basis points less than the average Bond Buyer Eleven Index for January of each year rounded to the nearest whole percent. Such interest charge shall be included in the written agreement to be entered into by the Town and the recipient. Such interest shall be simple interest, not compounded and, except as provided in Subsection (2) of this section, shall accrue from the date of deferral until the earlier of the date of conveyance or death.

(4) Total deferments, including accrued interest, for all years shall not exceed the assessed value of the real property.

5) Written confirmation from applicant's current lender stating that the lender has knowledge of and is in agreement with the terms of the Westport Tax Deferral guidelines and set forth in Sec. 54-68 and 54-70 subsection (2). (Code 1981, § 134-10)

Sec. 54-71. Proration of tax benefits.

The property tax benefits provided for in this division may, in any case where title to real property is recorded in the name of the taxpayer or his or her spouse and any other person or persons, be prorated to reflect the fractional share of such taxpayer or spouse or, if such property is a multiple-family dwelling, such benefits may be prorated to reflect the fractional portion of such current property occupied by the taxpayer or his or her spouse.

(Code 1981, § 134-11)

Sec. 54-72. Coordination of benefits.

The tax relief provided for by this division shall be in addition to, and not dependent upon, any other local or State tax relief benefits for which an applicant may be qualified. In no case, however, shall the sum of tax relief benefits exceed the applicant's annual property tax assessment on his or her residence.

(Code 1981, § 134-11.1)

Sec. 54-73. Implementation of provisions; confidentiality.

The Tax Collector and the Assessor of the Town shall prescribe, with regard to their respective duties under this division, such forms and procedures as may be necessary to implement the provisions of this division. The Assessor,

in addition, shall satisfy himself or herself as to the qualifying income of an applicant for benefits under this division by requesting and reviewing such evidence of qualifying income as he or she may deem pertinent. All applications, federal income tax returns filed therewith and any additional evidence of qualifying income which the Assessor may require shall be kept confidential and not open to public inspection.

(Code 1981, § 134-11.2)

Sec. 54-74. Appeals.

Persons aggrieved by any act or determination of the Assessor or Tax Collector under this division may appeal to the Board of Assessment Appeals.

(Code 1981, § 134-11.3)

Sec. 54-75. Reduction of abatement due to conveyance or death.

If any person with respect to whom a claim for tax abatement, in accordance with this division, has been approved for any assessment year shall die or shall transfer, assign, grant or otherwise convey in such assessment year the interest in real property to which such claim for tax abatement is related, other than to such person's spouse who meets the eligibility requirements of Section 54-64, the amount of such tax abatement shall be pro rated. The pro rata portion of the amount otherwise applicable to such assessment year shall be determined by a fraction, the numerator of which shall be the number of full months in the Tax year prior to the date of death or conveyance and the denominator of which shall be 12. If such death or conveyance occurs in the month of July within the Tax year, the allowable abatement shall be zero.

The grantee or, in the event of death, the personal representative of the person for whom tax abatement was approved shall be required, within a period not exceeding ~~30~~ forty five days immediately following the date of death or conveyance, to notify the Assessor thereof, whereupon the Assessor shall notify the Tax Collector of such death or conveyance, and, upon receipt of such notice, the Tax Collector shall, if such notice is received after the tax due date, deliver a bill to the grantee or personal representative, stating the additional amount of tax due.

(Code 1981, § 134-11.4)



ITEM
9

RECEIVED

JUN 20 2012

TOWN OF WESTPORT
SELECTMAN'S OFFICE

June 18, 2012

The Honorable Gordon F. Joseloff
First Selectman, Town of Westport
Town Hall
110 Myrtle Avenue
Westport, CT 06880

Dear First Selectman Joseloff:

The Governing Committee for the Levitt Pavilion for the Performing Arts requests to be placed on the Board of Finance agenda for an appropriation of \$1.0 Million to be used toward the construction of the new Levitt Pavilion and an appropriation of \$100,000.00 to a special account to be used exclusively for contingencies associated with the construction on the existing Town landfill.

Sincerely,

A handwritten signature in cursive script that reads "Freda Welsh".

Freda Welsh
Executive Director
Levitt Pavilion for the Performing Arts

A handwritten signature in cursive script that reads "Stuart S. McCarthy".

Stuart S. McCarthy
Director of Parks and Recreation /
Building Committee Chairman,
Campaign for a New Levitt Pavilion

Approved for submission to the
Board of Finance (7/11/12)

A handwritten signature in cursive script that reads "Gordon F. Joseloff".

Gordon F. Joseloff
First Selectman

TO: Board of Finance, Avi Kaner, Chairman

FROM: Freda Welsh, Executive Director, Levitt Pavilion for the Performing Arts
Stuart McCarthy, Director of Parks and Recreation /
Building Committee Chairman, Campaign for a New Levitt Pavilion

DATE: June 25, 2012

RE: The Levitt Pavilion for the Performing Arts

The Friends of the Levitt Pavilion for the Performing Arts requests an appropriation of \$1.0 Million as the Town of Westport contribution toward the estimated \$6.7 Million construction of the new Levitt Pavilion for the Performing Arts. An additional request is for an appropriation of \$100,000.00 to a special account to be used exclusively for insurance and contingencies associated with the construction on the existing Town landfill. The balance of the required funds is being raised privately.

The Levitt Pavilion for the Performing Arts is one of Connecticut's most vibrant cultural treasures with a distinguished history of stability and growth over the course of our 39-year existence. Capital support for these plans will contribute to the success of our campaign which is currently in its "silent" phase and moving forward with momentum.

Each summer, the Levitt Pavilion produces what is now one of the largest and longest-running free outdoor festivals in the nation, presenting more than 50 evenings of performing arts, music and entertainment FREE OF CHARGE, and serving approximately 50,000 people; more than half of whom come from Westport and Weston and drawing the remainder from Fairfield County, the Tri-State area, and beyond to Downtown Westport.

To date, the Pavilion has welcomed over 1.5 MILLION guests – and we are preparing for the next million by building a new much-needed facility to ensure the sustainability of our organization and impact.

TABLE OF CONTENTS

1. Mission
2. History
3. Relationship to Town of Westport
4. Impact
5. Need
6. Design
7. Construction:
 - a. Land Use Approvals
 - b. Project Budget
 - c. Construction
 - d. Land Fill
 - e. Public Site and Building
 - f. Construction Contracts
8. Funding:
 - a. Gift
 - b. Private Fundraising
 - c. Operating Costs and Responsibility
9. Summary
10. Budget & Addenda

1. Mission of the Levitt Pavilion

The Levitt Pavilion exists to:

- Provide free and abundant access to the performing arts
- Present established and emerging artists, all of whom are paid
- Preserve and cultivate a beautiful outdoor community destination

2. History of Levitt Pavilion

The Levitt Pavilion for the Performing Arts is a Town owned facility, gifted to the Town by the Friends of the Levitt Pavilion in 1973; and governed by a committee appointed by the First Selectman. *The Friends of the Levitt Pavilion, Inc.* is a 501(c)(3) non-profit corporation, founded to help raise the funds for operational costs. The Pavilion has two full-time professional staff members who fundraise and steward the organization throughout the year and who are responsible for producing the ten-week festival that has become a Summer centerpiece of Fairfield County.

The Levitt Pavilion has been a unique, valued and successful public-private cultural and community resource in the Town of Westport for 39 years. Located downtown on the banks of the Saugatuck River, the Pavilion has provided 1.5 million people – and counting – from all over Connecticut and beyond unparalleled access to free performing arts and a haven for community building. Guests arrive with picnics, blankets and lawn chairs to develop and share a common bond: the love of the outdoors, the arts and music, friendship and community. *The New York Times* has cited the Pavilion as “being the most ambitious and entertaining free summer festival in the Northeast.”

The Pavilion was the vision of the then chairman of Westport Parks & Recreation Commission, Lou Nistico. He brought the idea to the Westport Young Woman's League and the Kiwanis Club. To raise seed money, the two groups sold discount booklets with products and services donated by at least 40 local businesses, mostly members of the Downtown Merchants Association. Architect Bruce Campbell Graham donated his services in designing and, later, supervising construction of the Pavilion. The town donated the landfill site and the expansive site preparation. Glendinning Companies donated thousands of cubic yards of bank run gravel.

The Westport Weston Arts Council joined with the Kiwanis and Westport Young Woman's League and secured the major contribution of \$25,000 from Mortimer and Mimi Levitt. The Pavilion was finished largely with donated construction supplies and volunteer labor, mainly from Kiwanis, Rotary and Lions Club members (their out of pocket expenses were approximately \$56,000).

While the programming at the Pavilion has grown stronger by the year, the physical facilities in which they are presented have declined over decades of robust use and exposure to the elements. Given the limitations of the original structure, it was inevitable that the time

would come for a new one. In 2007, after years of repairs, a joint decision was made by the Friends of the Levitt Pavilion and the Town Building Official that the time had come for a New Pavilion. The original bandshell was taken down and replaced by a temporary stage to keep summer seasons alive and uninterrupted as the campaign for a new Pavilion got underway. *The Friends of the Levitt Pavilion* purchased the temporary covered stage and supporting systems at a cost of \$150,000 and gifted it to the Town.

Through the generosity of corporate sponsorships, foundation grants, organizations and individuals, and with the support of the Town of Westport, Parks & Recreation and the Connecticut Office of the Arts, the Levitt Pavilion presents 50 to 60 nights of FREE top quality music, arts and entertainment every season.

Over the past 39 years, the Pavilion has grown to be a major cultural force in the region, playing host to such stellar performers as Willie Nelson, Tom Jones, Ray Charles, The Gipsy Kings, Tony Bennett, Kenny Loggins, Michael McDonald, Michael Bolton, the Doobie Brothers, Jose Feliciano, the Chieftains and Judy Collins – while still providing a stage for the stars of tomorrow. The Pavilion presents a vibrant range of music, featuring established and award-winning artists as well as emerging ones, from local bands to national and international acts, plus a mix of other performing arts including dance, comedy and film. Every summer also includes the acclaimed Children’s Series on Wednesdays; and every season since 2004 also features RiverSwing, evening on which free professional dance instruction is offered before the concert begins.

The Westport Levitt Pavilion’s operating, programming and outreach model is so successful that it has provided the blueprint for other pavilions across the country.

3. Relationship of the Levitt Pavilion to the Town of Westport

The Levitt Pavilion is an agency of the Town of Westport. The Levitt Pavilion Governing Committee is appointed by the First Selectman. The Town supports the pavilion by donating the land on which the Pavilion operates and providing office space and support, building maintenance services, grounds maintenance and utilities.

Additionally the Town provides a contribution toward programming funded by the Parks and Recreation Department program budget; the Town also provides a contribution toward the administration of the Levitt Pavilion through the Selectman’s Office and health insurance for the Executive Director. In total, the cash contribution from the Town of Westport annual operating budget (including Parks & Recreation) to the Levitt Pavilion is currently approximately \$23,000 which represents less than 5% of the annual operating budget of the Pavilion.

The balance of funds is privately raised by the staff with the support of the Friends of the Levitt Pavilion. The 2012 operating budget is approximately \$600,000. They also maintain endowment funds to ensure the continued success of the Levitt Pavilion.

4. Impact of the Levitt Pavilion

By providing free and abundant access to performing arts, the Levitt Pavilion:

- Contributes to Westport's distinctive quality of life and reputation as a compelling cultural destination for both tourists and residents.
- **Stimulates the Westport economy through patrons' expenditures at local businesses like restaurants, hotels, retail stores. Recent data compiled by Americans for the Arts shows that an average arts attendee spends \$24.60 per event in addition to the cost of admission. In addition, data shows nonlocal attendees spend twice as much as local attendees (\$39.96 vs. \$17.42), demonstrating that when a community attracts cultural tourists, it harnesses significant economic rewards.** (*Arts & Economic Prosperity, IV; Summary Report, 2012; page 2.*)
- Delivers a critical resource to underserved communities – as well as all households currently facing these challenging economic times.
- Augments Arts Education; the majority of the events presented by The Pavilion are “all ages” and “family-friendly”. We program a children's series on Wednesdays, making for nine 9 programs dedicated to children. Early exposure to the arts fosters an appreciation for the arts and strengthens a myriad of cognitive skills. According to many studies (including two scholarly papers published in the “Arts Education Policy Review” in 2010), a steady cultural diet improves emotional intelligence and listening skills, encourages creative problem solving, and enhances communication across all age sectors.
- Creates “cultural omnivores”: Free access to the arts encourages people to try something new and broadens cultural tastes and habits. Our visitors are more likely to buy tickets to a range of programs – from concerts to theatre, from dance to museums – thus, free access to the arts does not replace ticket-buying – it encourages it.

By presenting professional artists – both established and emerging, the Levitt Pavilion:

- Gives residents unfettered access to legendary stars and the stars of tomorrow in an intimate accessible setting
- Supports new artists and provides a place where they can hone their skills; the Pavilion helps forge the creative careers of tomorrow.
- **Injects money into the local economy both through hiring additional seasonal staff, support and services to produce world-class programming and outreach, from technicians to event companies, piano tuners to face-painters, jugglers, dance instructors, gardeners – and so on.**

By preserving and cultivating a beautiful outdoor community venue:

- Responds to both an environmental imperative and a social one: the Pavilion's outdoor performances provide an opportunity for people to come together as one community regardless of age or income to enjoy the performing arts, enjoy nature – and enjoy one another.
- **Helps greatly to anchor Downtown Westport as a viable and vibrant community hub and destination; and draws tens of thousands of people to Main Street where they purchase picnic fare, takeout, and supplies, and/or invest in pre- and post-concert meals and activities.**

In addition to the Summer Season, the Levitt Pavilion presents productions and events throughout the year as well as serving as a permanent cultural and community resource.

The Levitt Pavilion:

- Co-presents the annual Blues, Views and BBQ festival in September with the Westport Downtown Merchants Association
- Presents the First Responders Concert, held on or close to 9/11, an annual event to benefit EMS agencies
- Hosts Eco-Fest, co-presented by Staples High School and Club Green each Spring
- Programs indoors as well! The Pavilion curates and produces Sunday Indoor Music Series at the Westport Center for Senior Activities for five months out of each year.
- Books and supports activities for Homes With Hope
- Provides consulting resources for marketing, producing and talent-booking for groups such as First Night and Haiti Lumiere de Demain (Haitian Children's Literacy)

Season to season the Pavilion partners with local organizations including Westport Arts Center, the Westport Public Library, Westport Cinema Initiative, Westport Youth Commission, Westport Youth Film Festival, Toquet Hall, and the Westport Farmers' Market on select presentations and programs – as well as a robust roster of local associations, organizations and small businesses.

5. Need for a new Levitt Pavilion

The Levitt Pavilion as constructed in 1973 served its purpose well for many years with a minimum of capital improvements, serving ever-growing audiences and presenting ever more sophisticated artists and shows. It was inevitable that the original wooden bandshell structure, as a seasonal building, would eventually succumb to the elements. Since 2007, the temporary stage has been in place and portable trailer facilities are used for storage and hospitality needs. Additionally, the grounds have fared poorly after 39 years of differential settlement of the landfill.

Meanwhile, the temporary stage and roof generate ever-increasing expenses associated with setting-up, striking, maintenance, storage, and repair; all of which contribute to a significant operational burden. It is now entering its sixth season and it will not be long before it will

need to be replaced entirely. In addition, temporary sound and lighting systems must be rented, adding significant operating costs.

The Pavilion as it exists today provides inadequate facilities for both audiences and performers alike. Conditions are primitive, at best.

The temporary stage is not a viable venue for the breadth of programming required by the Pavilion's mission. It cannot accommodate the full breadth of performing arts which is eponymous to the Pavilion's organizational identity and critical to our fundraising capacity. For example, the inability to present orchestras has gutted the classical series and with it associated funding for classical programs. Dance, theatre, and magic – popular components of the original pavilion – often require wing space and/or suitable flooring, neither of which is available, and thus cannot be presented at this temporary facility. Without an up-to-date physical plant, future operation of the Pavilion may not be feasible.

6. Design of the new Levitt Pavilion

The Levitt Pavilion has been designed by Peter Cadoux, Principal of Peter Cadoux Architects, P.C. of Westport. After countless hours of open public dialogue and due process, The Westport Planning and Zoning Commission has approved a comprehensive Master Plan for a permanent, state-of-the-art Levitt Pavilion for the Performing Arts. Peter Cadoux and his associates have worked closely with numerous public and private stakeholders to design a plan that incorporates this input to dramatically enhance the facilities and surrounding grounds. The improvements will result in a permanent recreational, cultural, and economic resource for the Town of Westport.

The new LEED-certified building will have a covered stage with vastly updated technical abilities, furthering our capacity to attract world-class artists as well as to support emerging ones. The design calls for a three significant elements:

1. A new stage encompasses performance space under a tensile roof structure and sound and lighting control rooms, performers' dressing areas and green room (to replace the trailer in back of the pavilion), and a covered loading dock and storage space.
2. A new covered entry pavilion includes rest rooms (to replace portable toilets currently in use), food concession and hospitality terrace to provide refreshments for concert-goers as well as a revenue opportunity for the Pavilion, an information booth and ticket office for fundraising events, and critically needed storage.
3. Finally the landscape plan calls for a new lawn seating area with improved sightlines and views of the Saugatuck, landscape enhancements to the site, extension of the RiverWalk around the site, a new entry plaza, and public picnic groves.

In addition the plan features enhanced wheelchair access throughout and the improved RiverWalk and picnic groves will directly connect the park to downtown Westport. The

design accommodates increasing audiences and more technically sophisticated shows; the structure itself contributes to the competitive edge and strength of the organization.

7. Construction

a. Land Use Approvals

The project has received all necessary local land use approval. The project will require an approval for CT DEP related to work on the landfill site. We have received an opinion from CT DEP that they do not anticipate problems with that approval, however an application at this time is premature as it requires detailed construction information and has an expiration which favors application closer to the actual beginning construction date. The project committee does not anticipate any delays related to this permit.

b. Project Budget

Cost estimate for the project have been developed by Peter Cadoux AIA in conjunction with the project consultants. See attached. Bids are due June 25. As such, additional information may be forthcoming prior to 7/11 meeting.

c. Construction

Construction is anticipated to take place beginning September 2012 and conclude in June 2013 prior to commencement of the 2013 performance season.

d. Land Fill Issues

All parties recognize the potential issues related to construction on the site of the former municipal landfill. As a result of this recognition and in response to concerns raised by elected officials during previous discussion related to the project, the Town has required the contractor to carry an environmental insurance policy to protect the Town from any potential liability related to construction on the landfill. We have proposed establishing a separate account to be used exclusively for cost related to the coverage as well as funds for other land fill related contingencies such as disposal of contaminated materials to be removed from the site. These funds would be released only with approval of the PSBC affirming the expenses are related to the land fill. It should be noted that known costs related to the landfill construction are already included in the cost estimate including the cost of pile supported construction and disposal of excavated municipal waste.

e. Public Site and Building Committee

The project has been assigned by the First Selectman to the Public Site and Building Committee for oversight. Robin Coleman and John Shuck are the PSBC representatives assigned to the project Committee and have been involved in the design development of the project and will continue to participate in the construction administration of the project as the Town's representatives.

f. Construction Contracts

The Town of Westport will contract for the construction of the Pavilion in accordance with current policies of the Town. No contract will be entered into without funds being in the possession of the Town. Funds provided by the Friends of the Levitt Pavilion will be placed in escrow with the Town Finance Department. Funds deposited by the Friends of the Levitt Pavilion will include an adequate project contingency and any balance at the conclusion of the project will be returned to the Friends of the Levitt Pavilion.

8. Funding

The Project has been included in the Town of Westport Capital Forecast for many years. Currently the project is identified for \$1M in municipal funding. All costs in excess of the Town appropriation will be covered by private funds raised by the staff and the Friends of the Levitt Pavilion (excluding land fill contingencies).

All project expenditures to date including Design Development and project approval costs have been paid for entirely by the Friends of the Levitt Pavilion. Those costs including the current contract for construction documents represent expenditures in excess of \$800,000

a. Gift

The balance of the funds for completion of the project will be provided by the Friends of the Levitt Pavilion in the form of a gift to the Town of Westport. This contribution is currently estimated at \$5M will include all costs in excess of the Town contribution including any construction cost overruns and contingency funds necessary to complete the project.

b. Private Fund Raising

The Friends of the Levitt Pavilion have undertaken a private and comprehensive fundraising campaign to fund the private portion of the project costs and to reimburse the Organization's endowment reserves for capital funds already expended for the temporary stage and pre-planning the permanent facilities. Currently the Friends of the Levitt Pavilion have in excess of \$4M in cash and pledges. All pledges will be guaranteed and will not be the obligation of the Town of Westport.

c. Operating costs and responsibilities

The new Levitt Pavilion will continue to be operated as a municipal facility of the Town of Westport as outlined in the operating agreement between the Town and the Friends of the Levitt Pavilion. The Town will continue to provide basic maintenance services as has been the practice for the past 39 years. The Town of Westport through the Department of Public Works Building Maintenance Department will continue to provide the same level of service as in the past related to seasonal opening and closing of the buildings, annual maintenance of the structures, and performance of inspections and recommendations to the Levitt Pavilion related to other work to be performed. The Parks and Recreation Department will continue to provide basic landscape services including lawn maintenance. The Parks and Recreation Department will be responsible for all maintenance related to the public river walk. The Town of Westport will continue to pay for utilities.

The Levitt Pavilion through private funding will support the enhanced maintenance costs related to the new structure including custodial services, maintenance of the tensile roof structures. The architect has specifically designed the Pavilion with low-maintenance and durable materials wherever possible. The Levitt Pavilion will contract with an outside firm for all other landscape maintenance including ornamental gardens, and tree and shrub maintenance and maintenance of the irrigation service. The Pavilion will continue to provide daily supervision for the facility during the operating season. In addition, The Levitt Pavilion will continue to provide annual governance, produce an annual festival, and oversee the annual programming and use of the facility.

9. SUMMARY

As detailed in the attached campaign budget, project construction and soft costs total \$6.7 million, of an overall provisional campaign goal of \$7.5 million. The continuing private phase of our campaign has generated a total in excess of \$4 million from gifts, grants and multi-year commitments. With the proposed \$1 million Town appropriation, the current total of available funds would make the project shovel-ready, even as the campaign fundraising continues. We would be able to break ground in September of 2012.

The Pavilion is already an anchor for our community and economy; delivering both immediate and lasting benefits to the quality of life here in Connecticut; profoundly and positively affecting our patrons, participants and partners. This new Pavilion will allow us to increase our outreach and expand our services.

The \$1 Million from the Town will ensure that we are shovel-ready and send an important signal to other prospects. Finally, the return the Town's investment will be quickly realized in the creation of a state-of-art performance destination, scheduled to open in 2013 for what will be its 40th Summer Season.

This will be Westport's Pavilion for the 21st century, ready and able to serve the next generation and beyond.

Thank you for your consideration.

10. ADDENDA

- Project Budget & Sources of Funds
- Letters of Support
- Photo Narrative / Drawings
- Press
- "Arts & Economic Prosperity IV: Summary Report", Americans for the Arts, 2012

The New Levitt Pavilion for the Performing Arts

Project Budget (as of June 25, 2012)	SITE	STAGE	ENTRY PAVILION	TOTAL
Construction & Development	\$1,493,000	\$2,360,000	\$1,270,000	\$5,123,000
ADA Ramp/Elevators	\$20,000	\$25,000	\$50,000	\$95,000
RiverWalk Way	\$377,800			\$377,800
LEED Certification & LED Upgrade	\$139,334	\$139,333	\$139,333	\$418,000
Sub-total:	\$2,030,134	\$2,524,333	\$1,459,333	\$6,013,800
Architect/Project Consultant Fees				\$853,580
Contingencies Construction, Design, & Escalation				\$541,242
Sub-total:				\$7,408,622
Design Fees Paid to Date				-\$676,188
Total Cost Construction Phase*				\$6,732,434

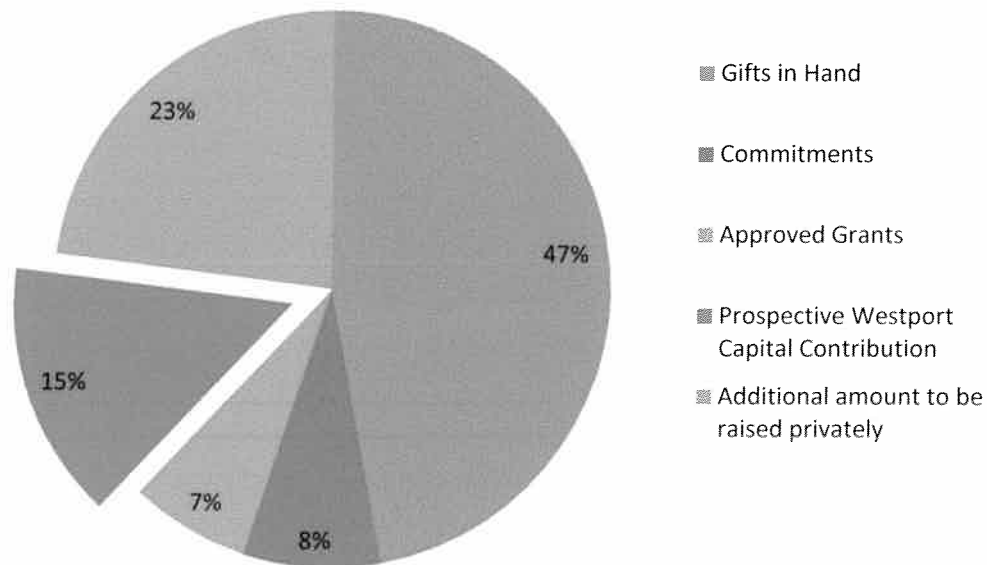
*Note: Revised budget based on preliminary review of bids received June 25, 2012. Actual construction cost may vary and will be determined following review of bids, add and deduct alternates and value engineering. An updated budget will be circulated on or before July 11.

The New Levitt Pavilion for the Performing Arts

Sources of Campaign Funds (as of June 25, 2012)		
Gifts in Hand	\$3,160,750	
Commitments	\$555,000	
Approved Grants	\$450,000	
Sub-total:		\$4,165,750
Remaining to be raised:		
Prospective Town of Westport Capital Contribution	\$1,000,000	
Additional amount to be raised privately*	\$1,566,684	
Sub-total:		\$2,566,684
Total Required Funds		\$6,732,434

*Note: The Friends of the Levitt Pavilion has access to a line of credit that will cover the balance of funds yet to be raised. This line of credit will ensure construction initiation and completion as private fundraising continues. The Town will not be required to guarantee the loan; and neither the Pavilion nor any Town of Westport assets will be used as collateral.

The New Levitt Pavilion for the Performing Arts





WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

June 26, 2012

Westport Board of Finance Members
Westport Town Hall
110 Myrtle Avenue
Westport, CT 06880

RE: Friends of the Levitt Pavilion
Town of Westport

Dear Board of Finance Members:

Since 1973, the Town of Westport and the Friends of the Levitt Pavilion, Inc. have been one of the finest examples of a public-private partnership. The town provided the land, a former landfill, and volunteers secured the necessary funding to build the Levitt Pavilion for the Performing Arts. Since then, the town has contributed support and services to augment the growth of this independent and self-sustaining organization.

The Levitt Pavilion has become a treasured cultural resource that provides more than 50 free summer concerts annually. It is a very influential and a substantial part of summer activities in Westport; it also supports other organizations during the course of the entire year. The Levitt Pavilion's variety is unparalleled – with programs for youngsters to oldsters and everyone in between. As such, it bridges and builds community -- people come together through a mutual love of arts and culture and those bonds extend beyond the park into the neighborhoods of Connecticut.

In 2007, the time came for a new Levitt Pavilion. The original 35-year-old wooden shell had run its course thanks to robust usage and Connecticut weather. It was replaced with a temporary portable stage (with limited technical capabilities and longevity) so that summer programming would continue uninterrupted as a Campaign for a New Levitt Pavilion was launched.

Working in collaboration with Westport-based architect, Peter Cadoux, the Levitt Pavilion sub-committee drafted schematic designs to replace the band shell and upgrade the entire three-acre pavilion. After more than two years in the planning and countless volunteer hours, as well as my full support, the Planning and Zoning Commission unanimously

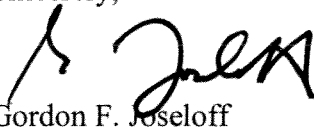
approved applications that cleared the way for construction to begin as soon as funds were in place.

I support the campaign for a new Levitt Pavilion – without it, the cross-cultural richness and vitality of our community would change dramatically. The Levitt Pavilion has been an integral part of Westport for two generations. The campaign will revitalize it and ensure it continues.

The organization's private campaign is operating successfully and they have secured the largest individual gift in the town's history in the amount of \$2.5 million from the Mortimer & Mimi Levitt Foundation. The Friends of the Levitt Pavilion continue to raise major gifts and will soon launch the public campaign for the final phase.

The Town of Westport has \$1 million allocated in its capital forecast for the Levitt Pavilion. I encourage you to appropriate these funds. Your decision to do so will guarantee the project's completion in time for a 2013 grand opening and reap rewards for the Town of Westport for generations to come. There has never been a more important time for this public-private partnership to excel. Together we can send a message of support and guarantee mutual success.

Sincerely,



Gordon F. Joseloff
First Selectman

GFJ:ps



June 23, 2012

Mr. Avi Kaner, Chair
Board of Finance
Town of Westport

Dear Mr. Kaner and Members of the Westport Board of Finance:

I always tell people I moved to Westport for the schools and the beaches but I live in Westport because of so much more! The quality of life in Westport is so rich and alive and one of the things that makes life here so special is the Levitt Pavilion. My family and I love it at The Levitt!

Personally, I use and enjoy the Pavilion all summer. I am there every Sunday with a picnic with my family and friends, I attended the weekly Wednesday Children's concerts for years and I am also a big fan of their River Swing series – where the brave can get a free dance lesson before the show. I use the Levitt as an extension of my living room or deck, hosting dinner parties as it has a better view and live entertainment! What's better than that! It's pretty incredible that this quality of programming is available to our residents and beyond almost every night of the summer – at no charge. This is a place that every Westporter should take advantage of, for pleasure, business and everything in between!

Professionally, I see the Pavilion as an asset for all of Westport. It is a cultural magnet that brings both visitors to this area and engages locals with their community. It generates revenue for businesses – whether it's pre- or post-concert shopping, dining and takeout.

Supporting the Pavilion now is an investment in Westport, a choice to strengthen and prioritize community and the economy at the same time. I encourage you to make a capital gift towards the construction of a New Levitt Pavilion.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Parelli Gray', is written over the printed name.

Lisa Parelli Gray

Executive Director, President

ARS *foundation*

ADOLPH & RUTH SCHNURMACHER

551 Fifth Avenue
NYC, New York 10176

June 20, 2012

To: Mr. Avi Kaner & Members of the Board of Finance

As Chairman of the Board and co-chair of the capital campaign to build a new Levitt Pavilion for the Performing Arts, I write today to express my support for your consideration of a contribution in the amount of \$1,100,000 towards the construction of a new Levitt Pavilion.

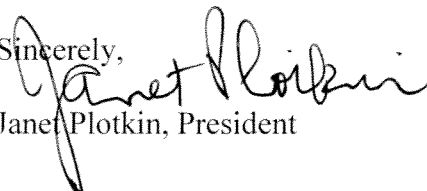
My husband and I have been actively involved in the Westport community for more than thirty years both as individuals and as directors of the Adolph & Ruth Schnurmacher Foundation. We have been donating to the Pavilion since 1996 and over the course of our relationship, we have donated over \$500,000. In 2011 we made a gift of \$50,000 as the first part of a multi-year pledge towards the comprehensive campaign for a new Levitt Pavilion. We deeply believe in the Pavilion and its mission and are committed to its future.

Long before I became a member of the Board of Directors of the Levitt Pavilion, my family enjoyed many summer evenings at the Pavilion. We've shared and deepened our love of music and performing arts with strangers who quickly become friends from all over Connecticut. As a former school teacher, I know first hand that one of the most treasured life lessons we can give our children is that music and the arts are the great equalizer. The diversity and variety of music and programming presented by the Pavilion appeals to all – and I firmly believe our communities would be vastly different without the Levitt Pavilion.

When our plans for a new Pavilion were first presented to the Town of Westport, one of our strongest supporters was Westport First Selectman Gordon F. Joseloff who said, "The Levitt Pavilion is an integral part of our community and has been going on for two generations. We are here to talk about a plan to revive it, to revitalize it and ensure it continues and lights the way."

I urge you to join us and help provide the support critical to building a new Levitt Pavilion for the Performing Arts. Most important, let's continue to provide access to enrichment for all and unite our neighbors with respect, appreciation and camaraderie.

Sincerely,


Janet Plotkin, President

June 26, 2012

Members of the Board of Finance,

The impact the new Levitt Pavilion will have on the performing arts and open space in Westport is well understood, but I would like to highlight three economic reasons why I support this project.

Return on Invested Capital

The new Pavilion project provides an opportunity for a substantial return on the Town's investment in the Public-Private Partnership. In return for the Town's investment of \$1.1million, it will receive a world class facility valued at several million dollars. Through the generosity of individual donors, the town will experience an economic return of many times its invested capital.

Catalyst for Additional Private Investment

Westport competes against communities in surrounding Fairfield County, NY and NJ for both business investment and new residents. When combined with our coveted schools, parks, beaches, theatrical venues and marinas, the redesigned Levitt will solidify Westport's renown as one of the country's premier communities.

Proven and Committed Partner

The Friends of the Levitt have successfully weathered more than a few economic cycles while operating the Pavilion for nearly 40 years. Risk is inherent in any endeavor but can be minimized by selecting a strong partner. Additionally, the Levitt has proven their commitment to this project by funding ~\$760k in planning and preparatory work without requesting any financial assistance from the Town.

In summary, contributing to the rebuilding of the Pavilion will disproportionally increase the value of the Town's infrastructure and should be viewed as a responsible use of precious resources. This investment will have a multiplier effect that will contribute to vibrant business activity and will help support residential investment in Westport. The Town is minimizing risk by building upon a relationship with a trusted and capable partner.

I respectfully urge you to support funding for the new Levitt Pavilion, one that will serve Westport for another generation.

Sincerely,

Edward Iannone
Westport, CT

DOWNTOWN MERCHANTS ASSOCIATION WESTPORT

June 1, 2012

Mr. Avi Kaner, Chair
Board of Finance
Town of Westport

Dear Mr. Kaner:

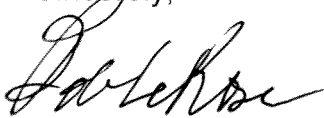
Westport's Downtown Merchants Association values the Levitt Pavilion for the Performing Arts and we want nothing more than to see it reach its renovation goals. We just undertook a re-branding of the DMA and the Pavilion is mentioned in our positioning statement-a key component to our future success.

Quite simply, downtown NEEDS a thriving Levitt Pavilion and nothing creates vibrancy more than a great summertime concert at the Pavilion.

Let's not forget the wonderful partnership we have created and will build upon for our annual Blues, Views and BBQ festival which brings thousands of people to Downtown Westport, and contributes thousands of dollars to the community.

We are just scratching the surface on all we can do together and the Downtown Merchants Association looks forward to continued collaboration with the Levitt Pavilion for the Performing Arts.

Sincerely,



Bob LeRose
President, WDMA

DANIEL E. ARON
57 WESTON ROAD
WESTPORT, CONNECTICUT 06880

June 23, 2012

Members of the Board of Finance,

As a 19-year Westport resident and a longtime board member of the Levitt Pavilion I am hopeful that the Board of Finance can support the New Levitt Pavilion project.

The private/public partnership between the Town and the Levitt has served Westporters well since 1973. What is being presented to you is an appropriation of \$1.1ml. The balance of the monies needed for this project will be raised by *The Friends of the Levitt Pavilion*.

Since moving to Westport, the Pavilion has been a regular spot for our family to visit. Our town residents and the community as a whole have shared in all it has to offer. Our town has so many wonderful facilities, including schools, beaches, parks and venues. The beautification of the park and the Pavilion site will ensure that this continues for the next generation of families.

My wife and I are making a substantial financial commitment to this project. While I recognize that times are challenging, it is the infrastructure that attracts people to our wonderful Town. We must continue to make that investment.

I thank you for your consideration.

Best regards,



Dan Aron



100 Congress Ave. Suite 20, Austin, Texas 78701

June 1, 2012

To Whom It May Concern:

I wanted to send a note of testimony in support of The Levitt Pavilion of Performing Arts; to share the importance and influence it has had in my 38-year musical career; and to express my appreciation for all the great music it has brought to my hometown.

The Levitt Pavilion has been a part of my life in several different ways since 1973 when it first opened. I grew up in Westport, CT. and it was in 8th grade that the Coleytown Middle School chorus was invited to perform at the newly built Levitt. I was given the solo and it was the first time I ever sang on a microphone. I sang Petula Clark's song "Downtown" as part of celebrating the new venue! It was a life changing moment. It was then I knew I wanted to build my life around music and knew that I was destined to make a career in the arts. My first payment for singing came 3 years later when I opened a show for my guitar teacher Therese Keenen at the Levitt Pavilion in 1976. I was 16 years old and can remember so clearly the voice of Mortimer Levitt welcoming the audience to the concert, and looking out and seeing my family there for my first paid concert. These are monumental memories! I then attended Berklee College of Music where I met my husband, and my future music partner. Over the years as musicians we have returned to the Levitt Pavilion to perform as "The Denns." This is always a special date for us, as I return to my hometown and to the treasured place where my musical education truly started.

In 1994 while raising our son, I decided to open a booking agency and we began to tour only in the summer. This endeavor has grown into a successful booking agency overseeing the careers of 12 other artists. I then got to work with the Pavilion's Executive Director Freda Welsh as an agent as well, to bring my artists to The Levitt Pavilion. I book artists ranging from Celtic fiddle music from Cape Breton, Nova Scotia to an Indian Tabla Music and Dance troupe from Ahmedabad, India, to producing a show based on the life of Woody Guthrie called "Ribbon of Highway, Endless Skyway A Tribute in the Spirit of Woody Guthrie," to several acts that are oriented to family/kid programs. All these diverse programs have performed or been booked to perform at The Levitt Pavilion. I have worked with Freda since I opened my agency and have been very impressed with the wide range of music that she brings to Levitt Pavilion.

When looking over the season each year it's astounding to see how The Levitt Pavilion and Ms. Welsh have found a way to continually educate and surprise her audiences with a very wide range of different music genres. One can scan the calendar and see World music, family programming, Jazz, Americana, Celtic, and dance music nearly every night during the season. It is also always a thrill to be invited to perform and to continue to be part of the Levitt Pavilion family for over 38 years!

Sincerely,

Valerie Denn

Owner/President Val Denn Agency

PHONE
512 391 3855

FAX
512 279 2477

WEB
www.vaidenn.com



New Levitt Pavilion – Photo Narrative

The Levitt Pavilion Sub-Committee, which consists of members of the Public Site & Building Committee and Pavilion Governing Committee Members, selected Peter Cadoux, Principal of Peter Cadoux Architects, P.C. to provide schematic designs to replace the band-shell and upgrade the Pavilion site. The committee interviewed several firms, but ultimately chose Peter Cadoux because his firm specializes in designing structures that are both “aesthetically pleasing and functional.”

Peter Cadoux is a native of Westport and as the son of a builder he grew up drawn to the design aspect of building. He then earned both his Bachelors of Fine Arts and Bachelor of Architecture degrees from the Rhode Island School of Design. Since opening the office 16 years ago, he has become increasingly recognized as an authority on exceptionally good taste in architecture. His work has been nationally featured in the New York Times, Forbes, Better Homes and Gardens, Bon Appétit as well as numerous Connecticut-based magazines. He is licensed in the states of Connecticut and New York.

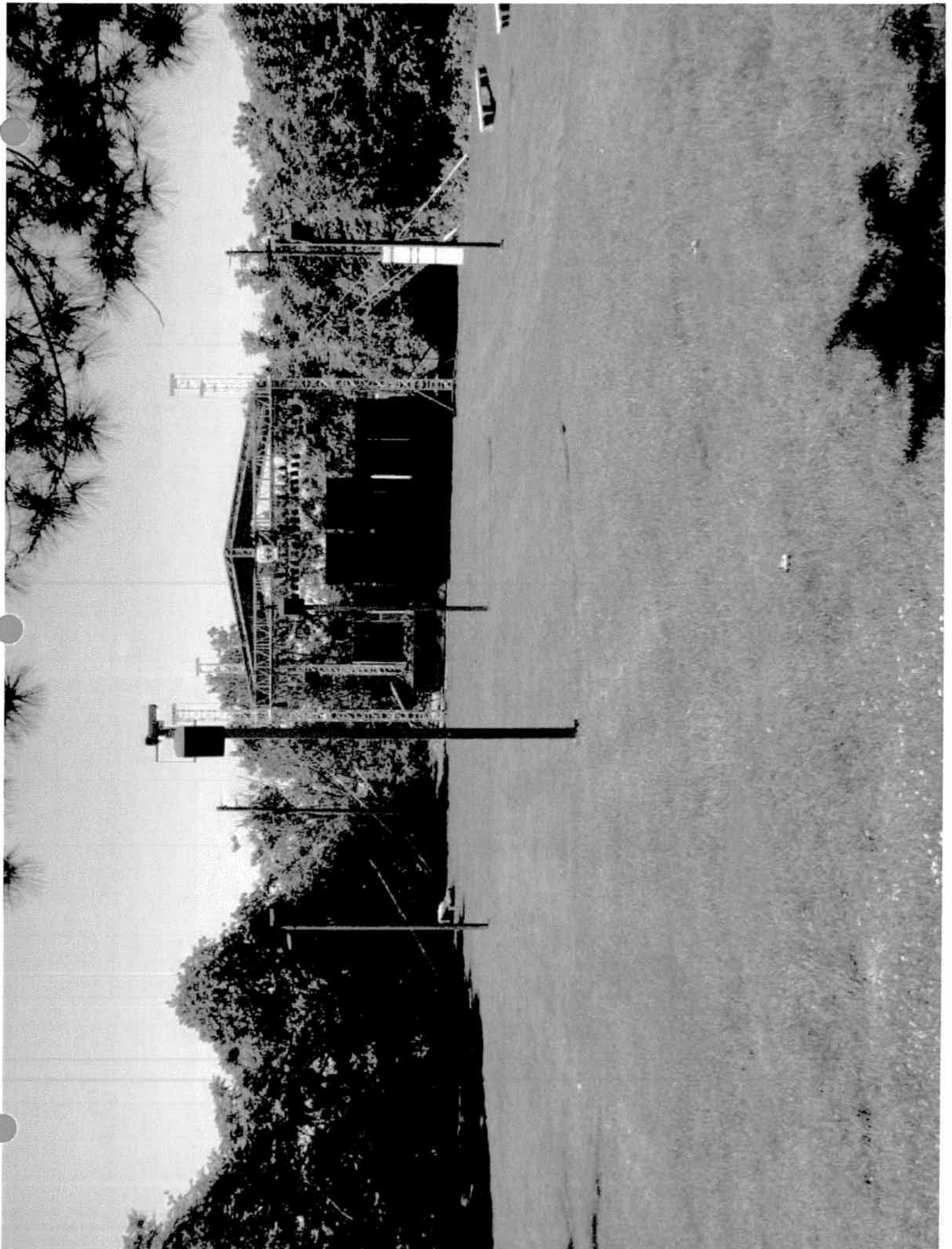
1. The existing site today with its temporary stage. This site is a former landfill that was closed in the 1950s and is part of the 10.6-acre town-owned Jesup Green. Westport was one of the first towns in the Country to transform a dump into a destination.
2. Architectural Site Rendering by Peter Cadoux Architects, P.C.
- 3 & 4. Overview. The Levitt Pavilion sits on a 1.6-acre peninsula at the confluence of the Saugatuck River and Dead Man’s Creek in Westport, CT. The current dirt road will be widened, resurfaced with pervious material and cleared of brush and invasive plants in the overall landscaping enhancement for the periphery of the Pavilion site.
5. The Pavilion’s entry area is at the north end of the site. There will be a pedestrian plaza at the entry area with a scenic overlook of the Saugatuck River. The entry area is elevated from the parking lot and will have handicap and stroller access, as well as conventional stairways.
6. The public will also be able to reach the lawn area by way of the 3 acre river-walk that runs along the Levitt site and up to the bridge that leads to the Imperial Avenue public parking lot.

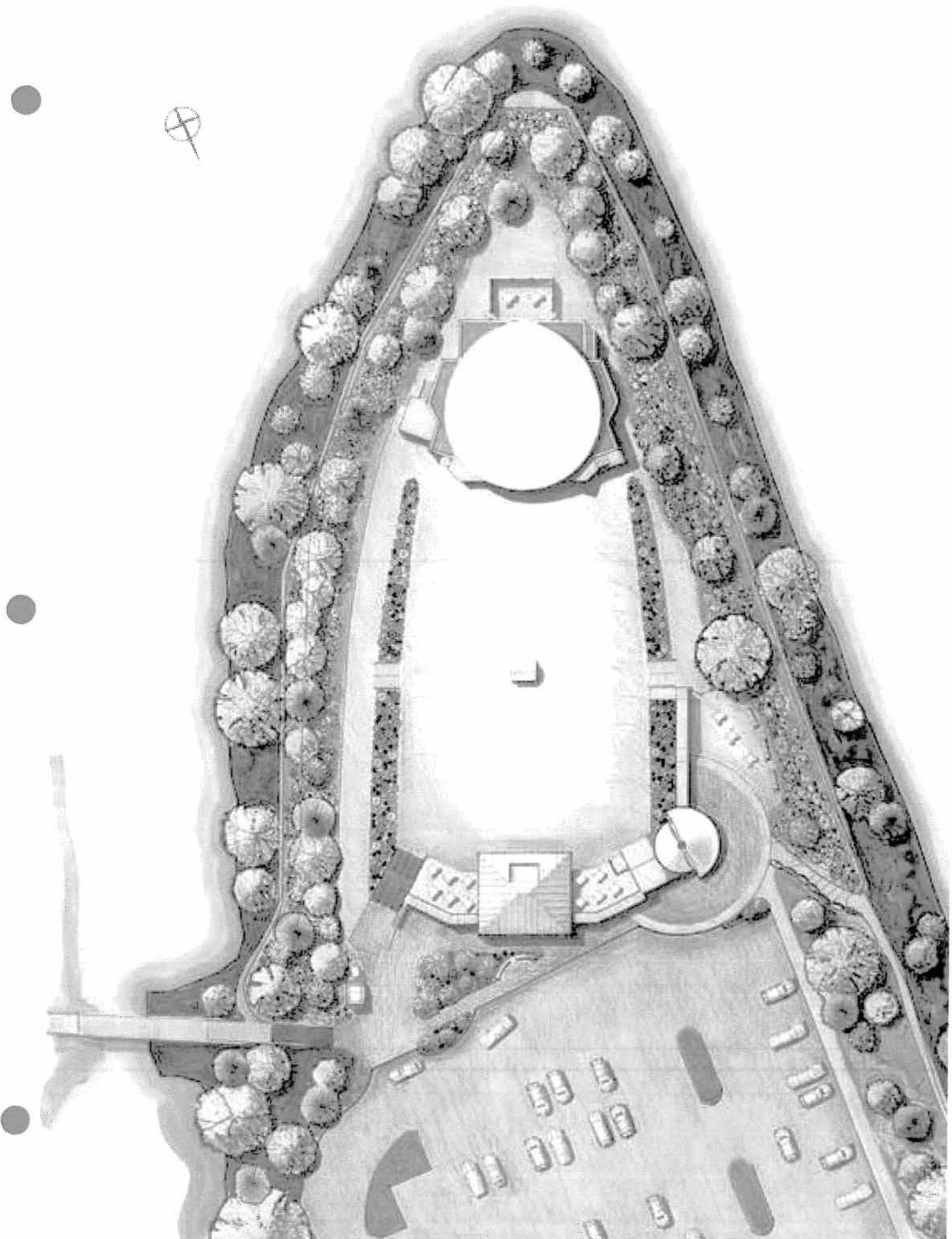
7. The excavation of the lawn area and the addition of soil fill will create a 6 percent rising gentle slope in the lawn area for audiences. The slope will run up to the height of the new entry building and will act as a retaining wall for the fill, while providing access to the lawn and a hospitality area for audiences, as well as storage for the facility. NOTE: Lawn grading is gradual and not steeped as illustrated.

8. To the south of the entry area will be the new stage structure at the same location as the present temporary one, near the point of the peninsula. The new performance facility will have the latest in advanced acoustics and the low-maintenance cement shingles – made from recycled materials -- have the look of wood to be consistent with the residential zone. The new stage structure will have a green room, luncheonette and restrooms for the performers, as well as storage for equipment.

9. The roof covering of the stage is a geometric design, the hyperbolic paraboloid, to create a theatrical, nautical look in keeping with the river location. The white Teflon coating is self-cleaning and can withstand hurricane force winds and snow loads for this area. It does not absorb heat and will help the project earn a Leadership in Energy and Environmental Design (LEED) certification from the U.S. Green Building Council for sound environmental construction.

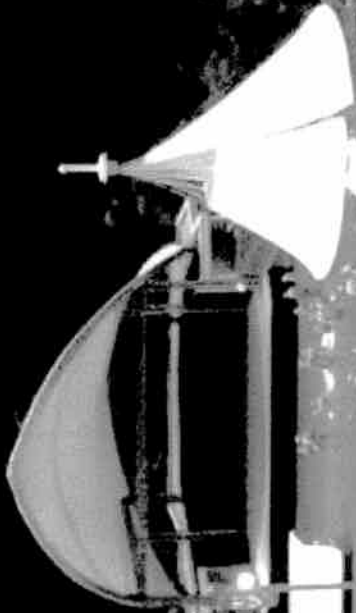
10. The New Levitt Pavilion with a new stage and entry pavilion with greater accessibility to the RiverWalk and picnic groves along the periphery of the facility.





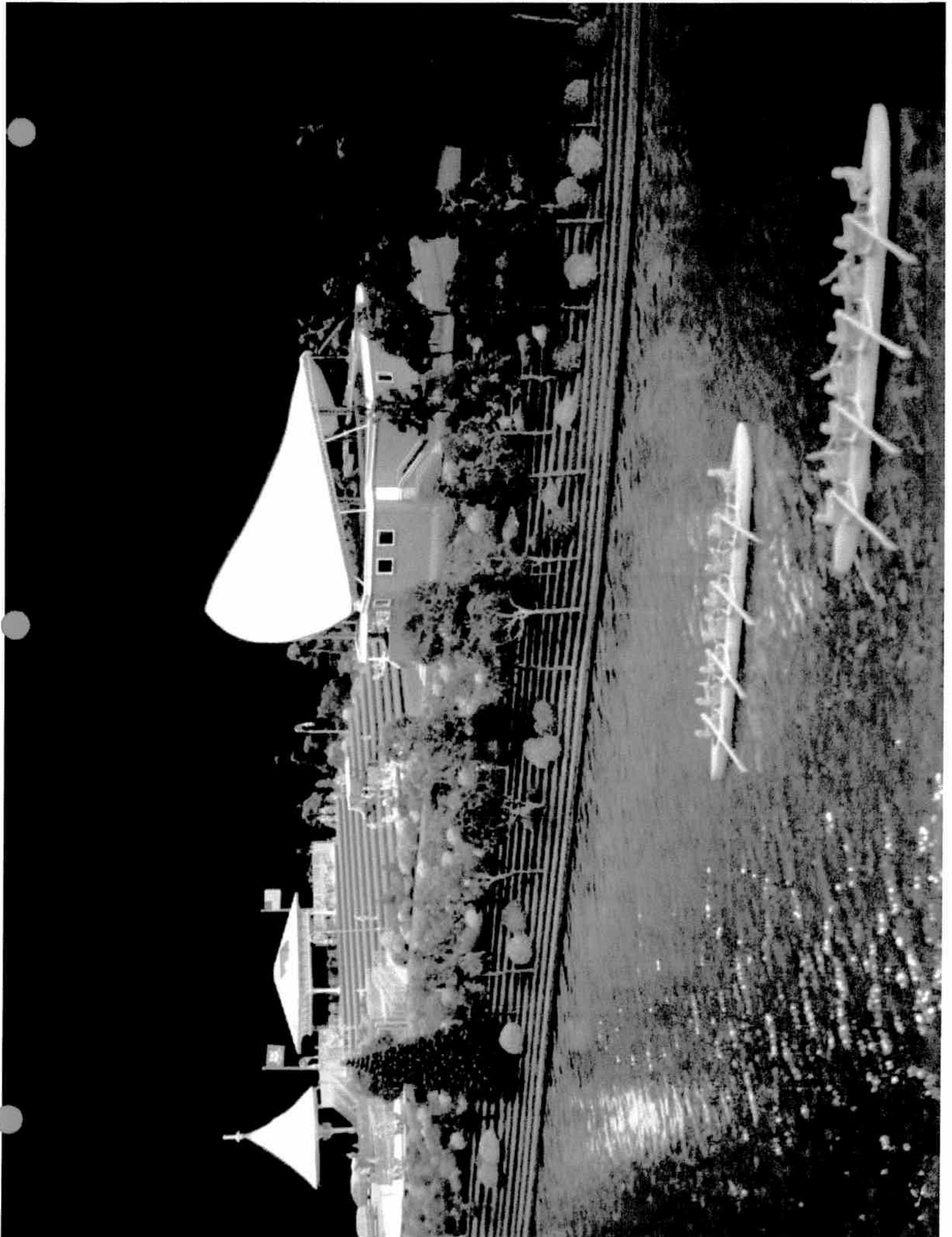


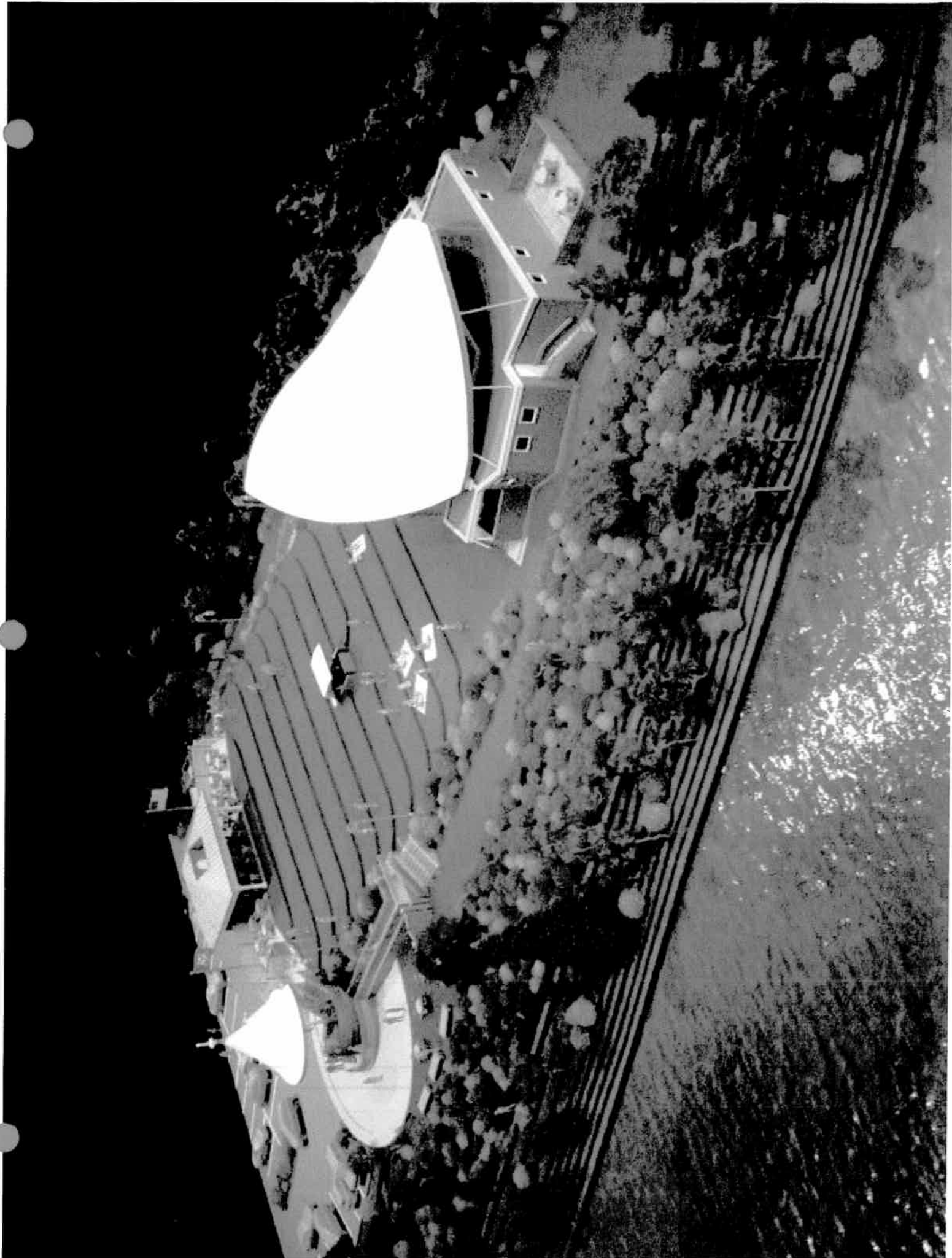


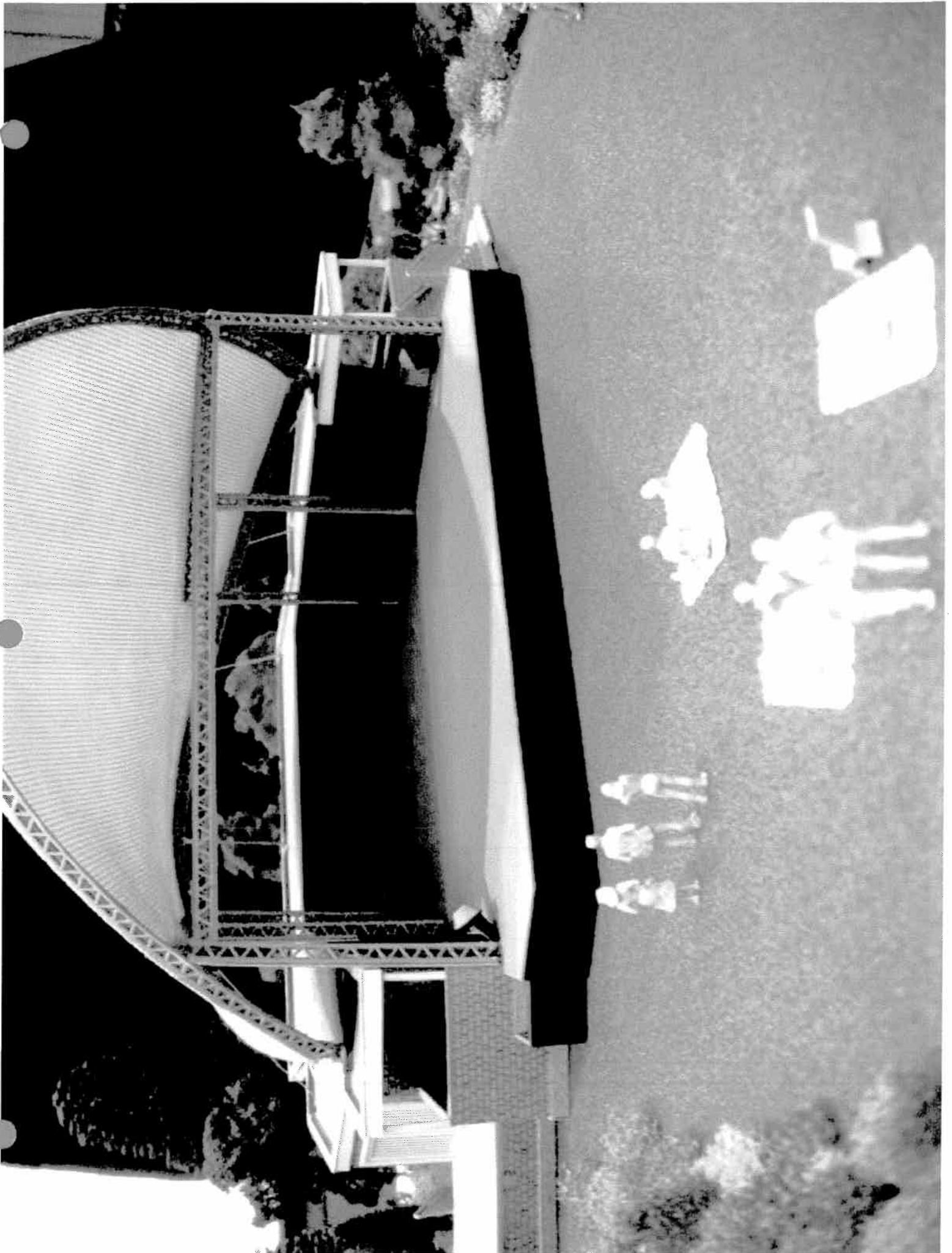


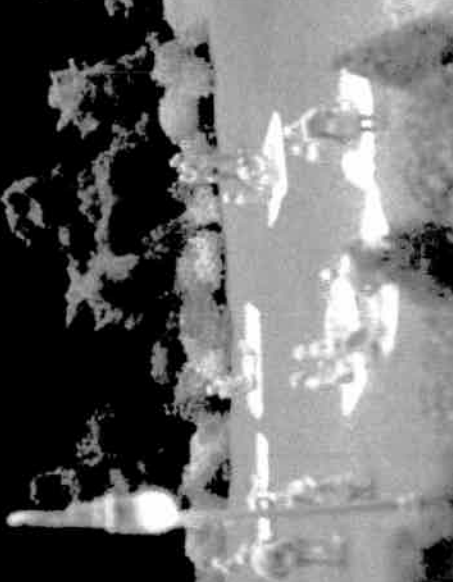
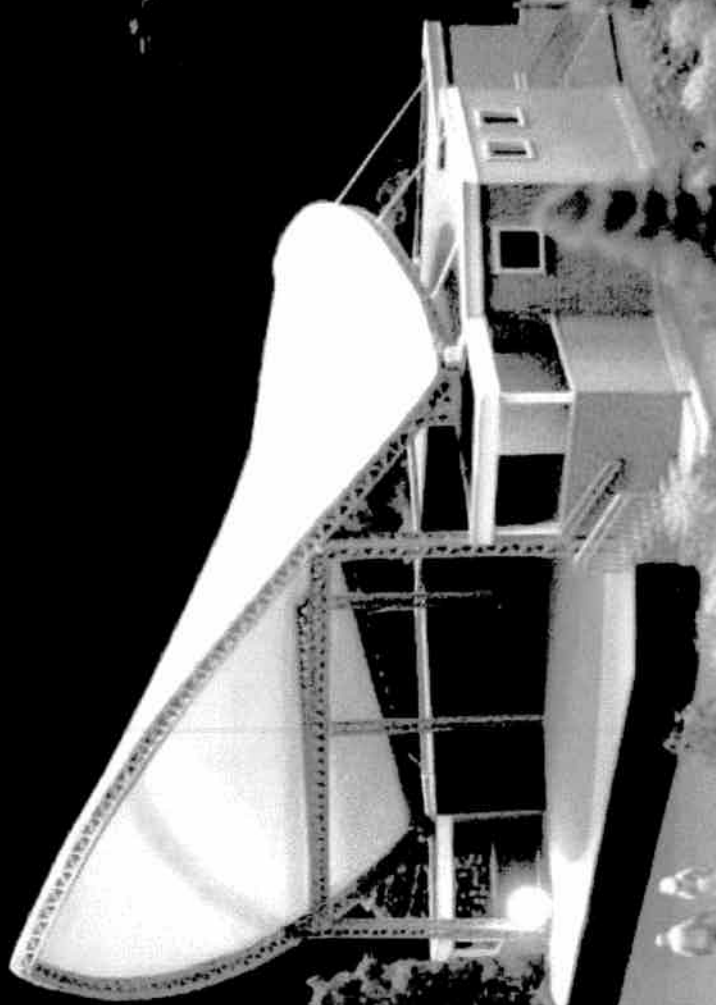
LEWIS &
PAVILION













PRESS & APPLAUSE

- “Undoubtedly the most ambitious and entertaining free summer festival in Connecticut” – *New York Times*
- “The Pavilion can always be counted on to serve up a smorgasbord of musical treats sure to please every age and taste” – *Westport Magazine/Moffly Media*
- “Westport is indeed fortunate to be home to the Levitt Pavilion... a gem in our own backyard” – *Hearst Media*
- “It is estimated that more than half a million people have enjoyed free concerts at the Pavilion over the last three decades. It’s time for the organizers to stand up and take a bow” – *Westchester Magazine*
- “Summer doesn’t officially begin until the Levitt Pavilion opens” – *Westport Patch*
- “Pleasantly adventurous” – *New York Times*

From: The Lals
Sent: Friday, September 02, 2011 1:57 PM
To: Welsh, Carleigh
Subject: regarding DJ Rekha
Importance: High

A heartfelt THANKS to the team behind the Levitt Pavilion – for bringing DJ Rekha to Westport!

I was so excited to see DJ REKHA on the roster when the summer 2011 brochure arrived in the mail. I am not exaggerating when I say that it was surreal! In fact, till the last minute I could not believe that this is actually happening in Fairfield County Connecticut– so I called the Levitt Pavilion a few days before the event to confirm that DJ Rekha is indeed coming to Westport!

My husband and I hosted 40 of our close friends and family – we had such a blast that day. DJ Rekha was phenomenal! She made us all get on our feet and dance – NOT STOP. We enjoyed our wine and cheese, and danced to Bhangra music under the stars! Just like good old days in India. 😊

The best part about such an event being held at a venue like Levitt Pavilion was that people of all ages could participate. Our parents, and kids and in our family would not have been able to enjoy DJ Rekha’s talent – had the venue been a nightclub. **This was a family-friendly perfection!** Looking forward to many such wonderful surprises!

Kind regards, Yamini Lal

From: ejay19
Sent: Saturday, September 10, 2011 3:16 PM
To: Welsh, Carleigh
Subject: Re: 9/9

Hi Carleigh,
We had a great time last night! Thank you! Civil Twilight was fantastic! I really hope you can have them back. I thought the Alternate Routes were equally terrific and look forward to their breakout, so you should have them back as often as you can, as well ;) The Wood Brothers and PJ Pacifico are also very talented original musicians. Great job having them for our enjoyment! I also had loads of fun with the Cast of Beatlemania, the Nu-Utopians, Keltic Kick, Cynthia Sayer, the Doughboys and Hank and Cupcakes.
Thanks so much!
Ejay

From: Cassidy Clark
Sent: Tuesday, September 27, 2011 9:43 PM
To: Welsh, Carleigh
Subject:

hi carleigh

my sister, dad, and i went to the civil twilight show at the levitt pavilion and i've known of civil twilight for a while and was so psyched/shocked you booked them!! and the fact the show was free! and the fact that the whole place is adorable !!

love what you guys are doing - it's such a great venue and such a great cause and it's so pleasant and i love knowing there are things out there that aren't just looking for a profit but is there just to entertain and bring people together via music for music's sake

so thank you for all of that
levitt pavilion = the best

take care :)

Go Forth
-Cassidy Clark

“The Levitt Pavilion is an absolute treasure and such a unique facility.
To be able to see artists like Willie Nelson, the Beach Boys, Chuck Berry or Little Richard without leaving town is priceless and the 50-plus nights of free entertainment add such great value to summer in Westport ” – Stuart McCarthy, Director of Westport Parks and Recreation, *Westport News*, April 4, 2011



ARTS &

The Economic Impact of Nonprofit
Arts and Culture Organizations
and Their Audiences

ECONOMIC PROSPERITY ^{IV}

S U M M A R Y R E P O R T



The Arts Mean Business

BY AMERICANS FOR THE ARTS PRESIDENT & CEO ROBERT L. LYNCH

America's artists and arts organizations live and work in every community coast-to-coast—fueling creativity, beautifying our cities, and improving our quality of life. In my travels across the country, business and government leaders often talk to me about the challenges of funding the arts amid shrinking resources and alongside other pressing needs. They worry about jobs and the economy. Is their region a magnet for attracting and retaining a skilled and innovative workforce? How well are they competing in the high-stakes race to attract new businesses? The findings from *Arts & Economic Prosperity IV* send a clear and welcome message: leaders who care about community and economic vitality can feel good about choosing to invest in the arts.

Arts & Economic Prosperity IV is our fourth study of the nonprofit arts and culture industry's impact on the economy. The most comprehensive study of its kind ever conducted, it features customized findings on 182 study regions representing all 50 states and the District of Columbia as well as estimates of economic impact nationally. Despite the economic headwinds that our country faced in 2010, the results are impressive. Nationally, the industry generated \$135.2 billion of economic activity—\$61.1 billion by the nation's nonprofit arts and culture organizations in addition to \$74.1 billion in event-related expenditures by their audiences. This economic activity supports 4.1 million full-time jobs. Our industry also generates \$22.3 billion in revenue to local, state, and federal governments every year—a yield well beyond their collective \$4 billion in arts allocations.

Arts and culture organizations are resilient and entrepreneurial businesses. They employ people locally, purchase goods and services from within the community, and market and promote their regions. Arts organizations are rooted locally; these are jobs that cannot be shipped overseas. Like most industries, the Great Recession left a measurable financial impact on the arts—erasing the gains made during the pre-recession years and leaving 2010 expenditures 3 percent behind the 2005 levels. The biggest effect of the recession was on attendance and audience spending. Inevitably, as people lost jobs and worried about losing their homes, arts attendance—like attendance to sports events and leisure travel—waned as well. Yet, even in a down economy, some communities saw an increase in their arts spending and employment. As the economy rebounds, the arts are well poised for growth. They are already producing new and exciting work—performances and exhibitions and festivals that entertain, inspire, and increasingly draw audiences.

Arts & Economic Prosperity IV shows that arts and culture organizations leverage additional event-related spending by their audiences that pumps revenue into the local economy. When patrons attend an arts event, they may pay for parking, eat dinner at a restaurant, shop in local retail stores, and have dessert on the way home. Based on the 151,802 audience surveys conducted for this study, the typical arts attendee spends \$24.60 per person, per event, beyond the cost of admission.

Communities that draw cultural tourists experience an additional boost of economic activity. Tourism industry research has repeatedly demonstrated that arts tourists stay longer and spend more than the average traveler. *Arts & Economic Prosperity IV* reflects those findings: 32 percent of attendees live outside the county in which the arts event took place, and their event-related spending is more than twice that of their local counterparts (nonlocal: \$39.96 vs. local: \$17.42). The message is clear: a vibrant arts community not only keeps residents and their discretionary spending close to home, but it also attracts visitors who spend money and help local businesses thrive.

Arts & Economic Prosperity IV demonstrates that America's arts industry is not only resilient in times of economic uncertainty, but is also a key component to our nation's economic recovery and future prosperity. Business and elected leaders need not feel that a choice must be made between arts funding and economic prosperity. This study proves that they can choose both. Nationally as well as locally, the arts mean business.

ECONOMIC IMPACT OF THE NONPROFIT ARTS & CULTURE INDUSTRY (2010)

AREA OF IMPACT	ORGANIZATIONS	AUDIENCES	TOTAL
TOTAL DIRECT EXPENDITURES	\$61.12 BIL	+ \$74.08 BIL	= \$135.20 BIL
FULL-TIME EQUIVALENT JOBS	2.24 MIL	+ 1.89 MIL	= 4.13 MIL
RESIDENT HOUSEHOLD INCOME	\$47.53 BIL	+ \$39.15 BIL	= \$86.68 BIL
LOCAL GOVERNMENT REVENUE	\$2.24 BIL	+ \$3.83 BIL	= \$6.07 BIL
STATE GOVERNMENT REVENUE	\$2.75 BIL	+ \$3.92 BIL	= \$6.67 BIL
FEDERAL INCOME TAX REVENUE	\$5.26 BIL	+ \$4.33 BIL	= \$9.59 BIL

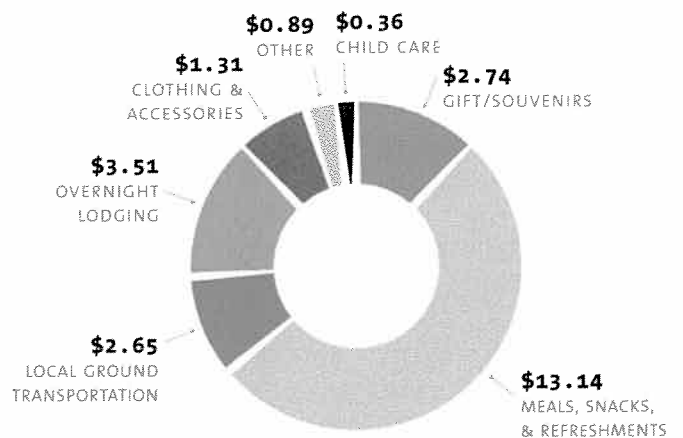
ORGANIZATIONS

In 2010, nonprofit arts and culture organizations pumped an estimated \$61.1 billion into the economy. Nonprofit arts and culture organizations are employers, producers, consumers, and key promoters of their cities and regions. Most of all, they are valuable contributors to the business community.

AUDIENCES

Dinner and a show go hand-in-hand. Attendance at arts events generates income for local businesses—restaurants, parking garages, hotels, retail stores. An average arts attendee spends \$24.60 per event in addition to the cost of admission. On the national level, these audiences provided \$74.1 billion of valuable revenue for local merchants and their communities. In addition, data shows nonlocal attendees spend twice as much as local attendees (\$39.96 vs. \$17.42), demonstrating that when a community attracts cultural tourists, it harnesses significant economic rewards.

AVERAGE PER PERSON AUDIENCE EXPENDITURES: \$24.60



Economic Impact of America's Nonprofit Arts & Culture Industry

Every day, more than 100,000 nonprofit arts and culture organizations populate America's cities and towns and make their communities more desirable places to live and work. They provide inspiration and enjoyment to residents, beautify shared public spaces, and strengthen the social fabric of our communities. This study demonstrates that the nonprofit arts and culture industry is also an economic driver—an industry that supports jobs, generates government revenue, and is the cornerstone of our tourism industry.

Nonprofit arts and culture organizations pay their employees, purchase supplies, contract for services, and acquire assets from within their communities. Their audiences generate event-related spending for local merchants such as restaurants, retail stores, hotels, and parking garages. This study sends an important message to community leaders: support for the arts is an investment in economic well-being as well as quality of life.

Nationally, the nonprofit arts and culture industry generates \$135.2 billion in economic activity every year—

\$61.1 billion in spending by organizations and an additional \$74.1 billion in event-related spending by their audiences. The impact of this activity is significant; these dollars support 4.1 million U.S. jobs and generate \$22.3 billion in government revenue.

Arts & Economic Prosperity IV is the most comprehensive study of the nonprofit arts and culture industry ever conducted. It documents the economic impact of the nonprofit arts and culture industry in 182 communities and regions (139 cities and counties, 31 multi-county or

multi-city regions, 10 states, and two arts districts), representing all 50 states and the District of Columbia.

The diverse communities range in population from 1,600 to 4 million and from small rural to large urban. Researchers collected detailed expenditure and attendance data from 9,721 nonprofit arts and culture

ECONOMIC IMPACT OF THE NONPROFIT ARTS & CULTURE INDUSTRY (2010)

(Combined spending by both nonprofit arts and culture organizations AND their audiences)

TOTAL DIRECT EXPENDITURES	\$135.2 BIL
FULL-TIME EQUIVALENT JOBS	4.13 MIL
RESIDENT HOUSEHOLD INCOME	\$86.68 BIL
LOCAL GOVERNMENT REVENUE	\$6.07 BIL
STATE GOVERNMENT REVENUE	\$6.67 BIL
FEDERAL INCOME TAX REVENUE	\$9.59 BIL

organizations and 151,802 of their attendees to measure total industry spending. Project economists from the Georgia Institute of Technology customized input-output analysis models for each study region to provide specific and reliable economic impact data. This study uses four economic measures to define economic impact: full-time equivalent jobs, resident household income, and revenue to local and state government.

- *Full-Time Equivalent (FTE) Jobs* describe the total amount of labor employed. Economists measure FTE jobs, not the total number of employees, because it is a more accurate measure that accounts for part-time employment.
- *Resident Household Income* (often called *Personal Income*) includes salaries, wages, and entrepreneurial income paid to local residents. It is the money residents earn and use to pay for food, mortgages, and other living expenses.

- *Revenue to Local and State Government* includes revenue from taxes (income, property, or sales) as well as funds from license fees, utility fees, filing fees, and other similar sources.

The *Arts & Economic Prosperity IV* study focuses on nonprofit arts and culture organizations and their audiences, but takes an inclusive approach that accounts for the uniqueness of different localities. These include government-owned and government-operated cultural facilities and institutions, municipal arts agencies, private community arts organizations, unincorporated arts groups, living collections (such as zoos, aquariums and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility (such as a community center or church). The study excludes spending by individual artists and the for-profit arts and entertainment sector (e.g., Broadway or the motion picture industry).

Americans for the Arts 2011 Public Art Network Year in Review selection Portland Acupuncture Project by Adam Kuby in Portland, OR



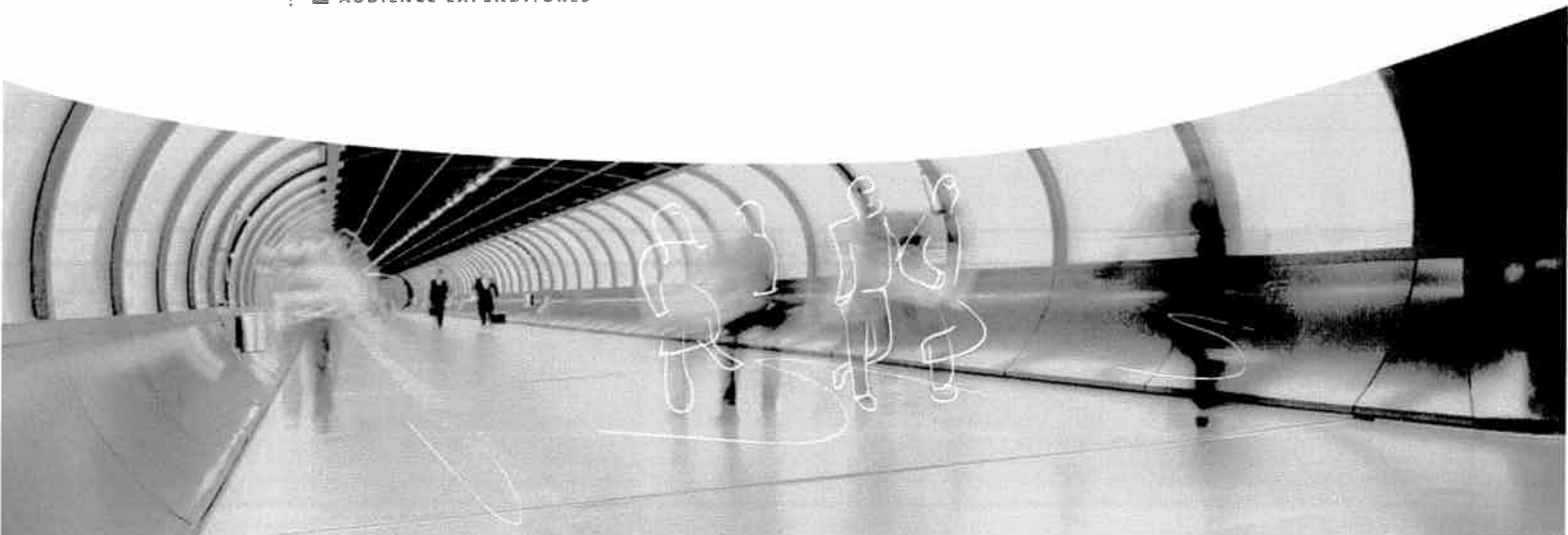
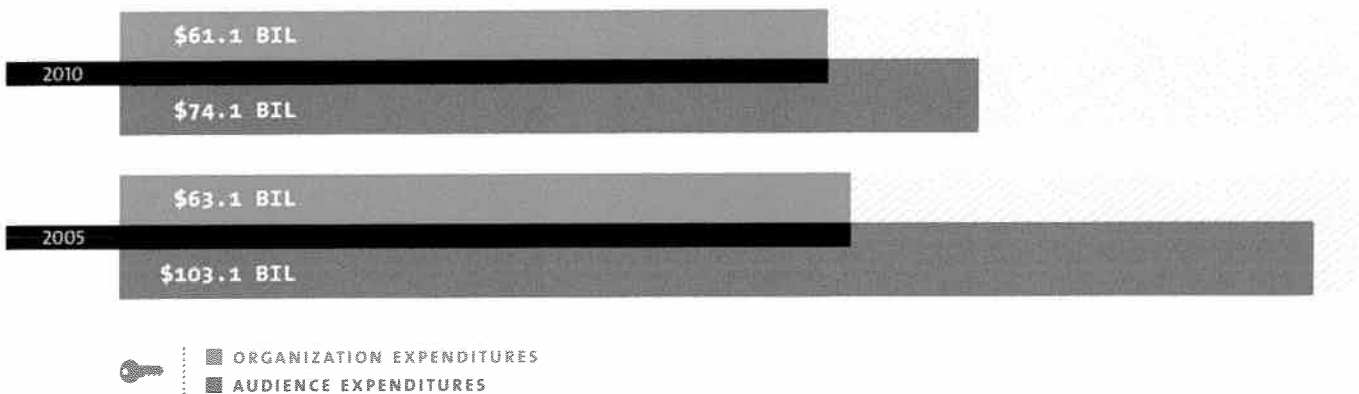
The Arts in the Great Recession

Arts & Economic Prosperity III was completed in 2005, and while study-to-study comparisons should be made cautiously, it is clear that the same economic headwinds that affected all industries in 2010 also impacted the nonprofit arts. Between 2005–2010, unemployment rose from 5.1 percent to 9.7 percent. Consumer confidence dropped from 101 to 54. Home foreclosures tripled to 2.9 million. As people lost their jobs and houses, arts attendance—like tourism, attendance to sporting events, and leisure travel—declined as well.

Like most industries, the Great Recession left a measurable financial impact on the arts—erasing the gains made during the pre-recession years and leaving 2010 organizational expenditures 3 percent behind their 2005 levels. The

more noticeable decrease was in total audience spending. Both the 2010 and 2005 studies boast large and reliable survey samples. The 94,478 audience surveys collected for the 2005 study showed an average event-related expenditure of \$27.79, per person per event, not including the cost of admission. The 151,802 audience surveys conducted for this report showed an 11 percent decrease to \$24.60 (-21 percent when adjusted for inflation). Compounding that drop was a decrease in the share of nonlocal attendees. In 2005, 39 percent of attendees were nonlocal, versus 32 percent for this study. Finally, average per person spending declined for both locals (\$19.53 in 2005 vs. \$17.42 in 2010) as well as for nonlocals (\$40.19 in 2005 vs. \$39.96 on 2010). Thus, not only was there a decrease in the share of nonlocal arts attendees—both groups also spent less per person, per event.

ECONOMIC IMPACT OF THE NONPROFIT ARTS & CULTURE INDUSTRY



Direct & Indirect Economic Impact: How a Dollar Is Represented in a Community

Arts & Economic Prosperity IV uses a sophisticated economic analysis called input-output analysis to measure economic impact. It is a system of mathematical equations that combines statistical methods and economic theory. Input-output analysis enables economists to track how many times a dollar is “re-spent” within the local economy, and the economic impact generated by each round of spending. How can a dollar be re-spent? Consider the following example:

A theater company purchases a gallon of paint from the local hardware store for \$20, generating the direct economic impact of the expenditure. The hardware store then uses a portion of the aforementioned \$20 to pay the sales clerk’s salary; the sales clerk re-spends some of the money for groceries; the grocery store uses some of the money to pay its cashier; the cashier then spends some for the utility bill; and so on. The subsequent rounds of spending are the indirect economic impacts.

Thus, the initial expenditure by the theater company was followed by four additional rounds of spending (by the hardware store, sales clerk, grocery store, and the cashier).

- The effect of the theater company’s initial expenditure is the direct economic impact.
- The subsequent rounds of spending are all of the indirect economic impacts.
- The total economic impact is the sum of all of the direct and indirect impacts.

Note: *Interestingly, a dollar “ripples” very differently through each community, which is why each study region has its own customized economic model.*



Nonprofit Arts & Culture Organizations

Nonprofit arts and culture organizations are good business citizens. They are employers, producers, consumers, members of their Chambers of Commerce, and partners in the marketing and promotion of their cities and regions.

Spending by nonprofit arts and culture organizations nationally was estimated at \$61.1 billion in 2010. This output supports 2.2 million U.S. jobs, provides \$47.5 billion in household income, and generates \$10.2 billion in total government revenue.

IMPACT OF NONPROFIT ARTS & CULTURE ORGANIZATIONS

(Expenditures by organizations only)

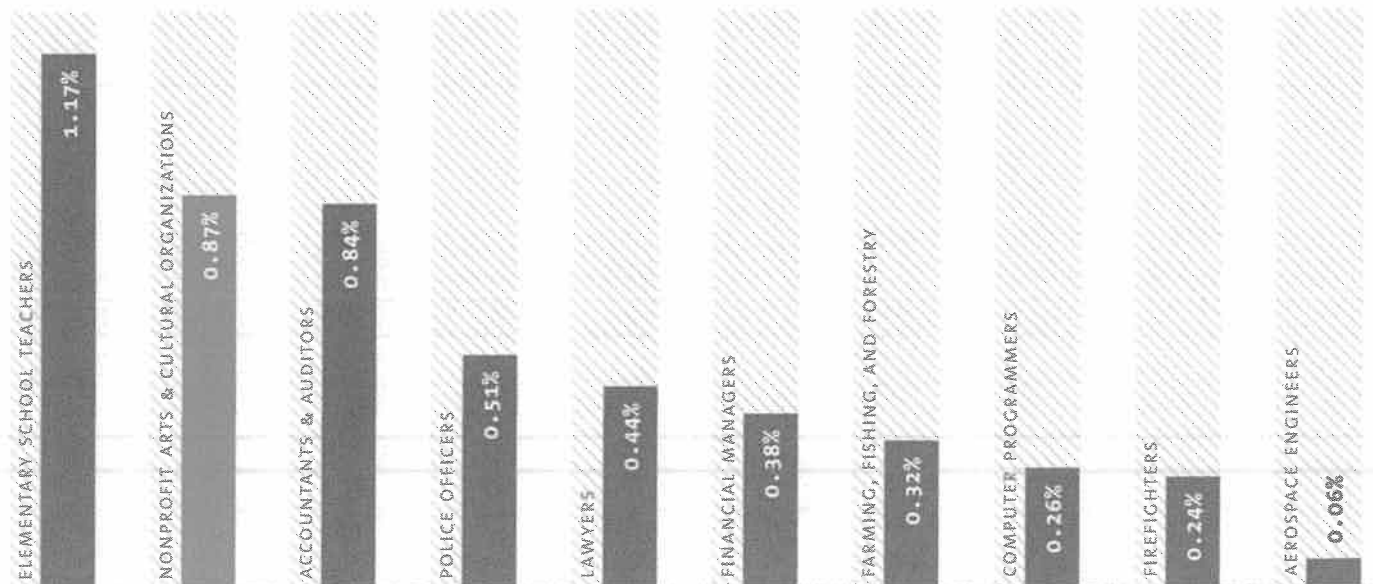
TOTAL DIRECT EXPENDITURES	\$61.12 BIL
FULL-TIME EQUIVALENT JOBS	2.24 MIL
RESIDENT HOUSEHOLD INCOME	\$47.53 BIL
LOCAL GOVERNMENT REVENUE	\$2.24 BIL
STATE GOVERNMENT REVENUE	\$2.75 BIL
FEDERAL INCOME TAX REVENUE	\$5.26 BIL

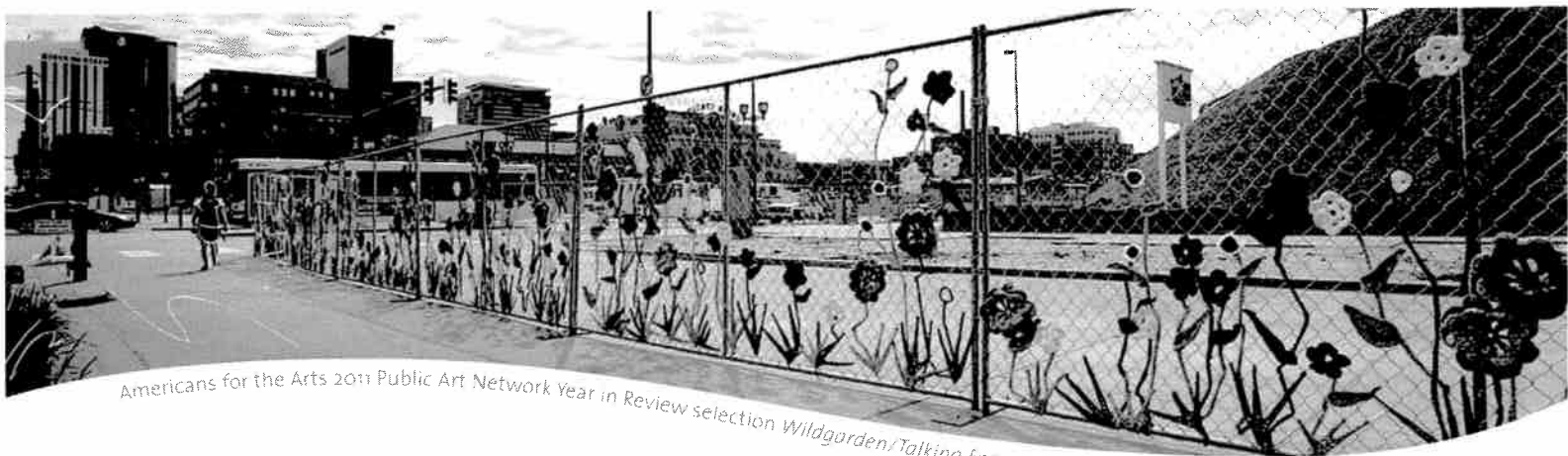
INDUSTRY EMPLOYMENT COMPARISONS

Spending by nonprofit arts and culture organizations provides rewarding employment for more than just artists, curators, and musicians. It also directly supports builders, plumbers, accountants, printers, and an array of occupations spanning many industries.

In 2010, nonprofit arts and culture organizations alone supported 2.2 million full-time equivalent jobs.

PERCENTAGE OF U.S. WORKFORCE (2010)





Americans for the Arts 2011 Public Art Network Year in Review selection Wildgarden/Talking Fence by Ladies Fancy Work Society in Denver, CO

Of this total, 1.1 million jobs were a result of “direct” expenditures by nonprofit arts organizations, representing 0.87 percent of the U.S. workforce. Compared to the size of other sectors of the U.S. workforce, this figure is significant. Nonprofit arts and culture organizations support more U.S. jobs than there are accountants and auditors, public safety officers, and even lawyers.

A LABOR-INTENSIVE INDUSTRY

Dollars spent on human resources typically stay within a community longer, thereby having a greater local

economic impact. The chart below demonstrates the highly labor-intensive nature of the arts and culture industry. Nearly half (48.4 percent) of the typical organization’s expenditures are for artists and personnel costs.

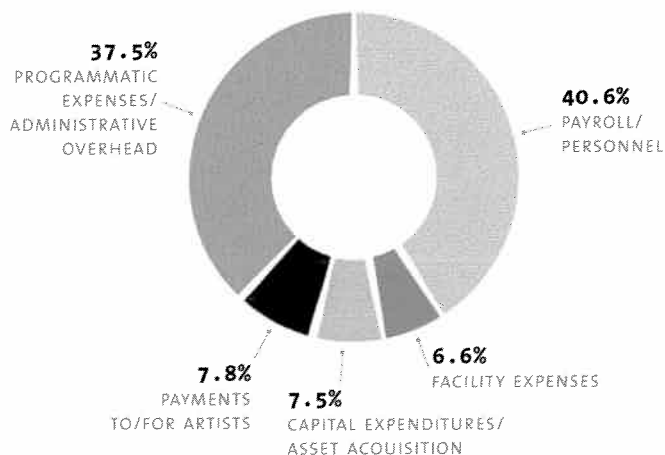
ARTS VOLUNTEERISM

While arts volunteers may not have an economic impact as defined in this study, they clearly have an enormous impact on their communities by helping arts and culture organizations function as a viable industry.

- The average city and county in the study had 5,215 arts volunteers who donated 201,719 hours to nonprofit arts and culture organizations, a donation valued at \$4.3 million.
- The participating organizations had an average of 116.2 volunteers who volunteered an average of 44.8 hours each, for a total of 5,204 hours per organization.

The Independent Sector places the value of the average 2010 volunteer hour at \$21.36.

EXPENDITURES BY NONPROFIT ARTS & CULTURE ORGANIZATIONS



VALUE OF IN-KIND CONTRIBUTIONS

The organizations that participated in this study provided data about their in-kind support (e.g., donated assets, office space, airfare, or advertising space). Sixty-five percent of the participating organizations received in-kind support, averaging \$55,467 each during the 2010 fiscal year.

Nonprofit Arts & Culture Audiences

The arts and culture industry, unlike most industries, leverages a significant amount of event-related spending by its audiences. For example, a patron attending an arts event may pay to park the car in a garage, purchase dinner at a restaurant, eat dessert after the show, and return home to pay the babysitter. This generates related commerce for local businesses such as restaurants, parking garages, hotels, and retail stores.

Total event-related spending by nonprofit arts and culture audiences was an estimated \$74.1 billion in 2010. This spending supports 1.9 million full-time equivalent jobs in the United States, provides \$39.2 billion in household income, and generates \$12.1 billion in government revenue.

Nationally, the typical attendee spends an average of \$24.60 per person, per event, in addition to the cost of admission. Businesses that cater to arts and culture audiences reap the rewards of this economic activity.

LOCAL VS. NONLOCAL AUDIENCES

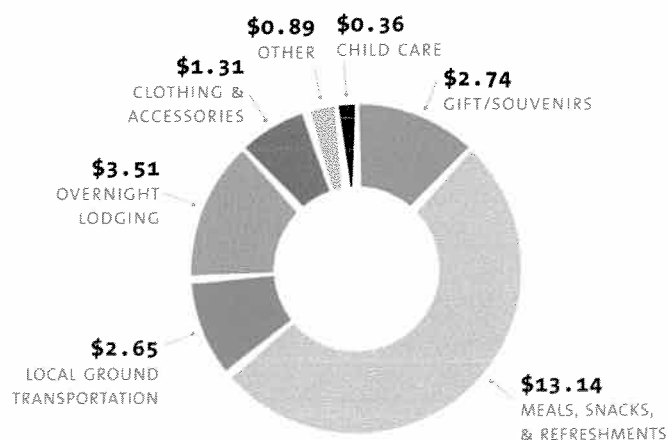
In addition to spending data, researchers asked each of the 151,802 survey respondents to provide his/her home ZIP code. Analysis of this data enabled a comparison of event-related spending by local and nonlocal attendees. Previous economic and tourism research has shown that nonlocal attendees spend more than their local counterparts. This study reflects those findings.

IMPACT OF NONPROFIT ARTS & CULTURE AUDIENCES

(expenditures by attendees to arts events only)

TOTAL DIRECT EXPENDITURES	\$74.08 BIL
FULL-TIME EQUIVALENT JOBS	1.89 MIL
RESIDENT HOUSEHOLD INCOME	\$39.15 BIL
LOCAL GOVERNMENT REVENUE	\$3.83 BIL
STATE GOVERNMENT REVENUE	\$3.92 BIL
FEDERAL INCOME TAX REVENUE	\$4.33 BIL

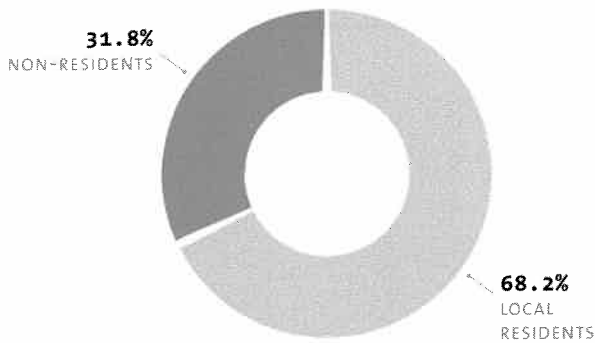
AVERAGE PER PERSON AUDIENCE EXPENDITURES: \$24.60



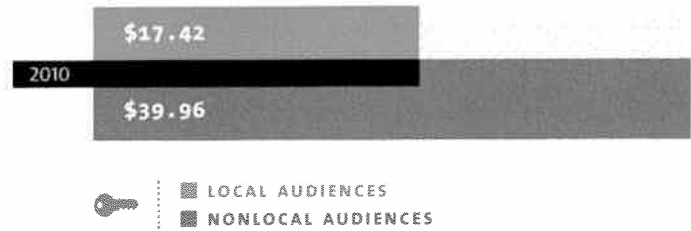
While the ratio of local to nonlocal attendees is different in every community, the national sample revealed that 31.8 percent of attendees traveled from outside of the county in which the event took place (nonlocal) and 68.2 percent of attendees were local (resided inside the county).

Local attendees spent an average of \$17.42 per person, per event in addition to the cost of admission. Nonlocal attendees spent twice this amount, or \$39.96 per person.

LOCAL VS. NONLOCAL AUDIENCES



EVENT-RELATED SPENDING BY LOCAL VS. NONLOCAL AUDIENCES



Nonprofit Arts & Culture Audiences Spend \$24.60 Per Person, Per Event

AVERAGE EVENT-RELATED SPENDING

(Expenditures made specifically as a result of attending a cultural event—excludes admission cost)*

EVENT-RELATED SPENDING	LOCAL ATTENDEES	NONLOCAL ATTENDEES	AVERAGE ATTENDEES
MEALS, SNACKS, & REFRESHMENTS	\$11.16	\$17.39	\$13.14
LODGING (ONE NIGHT ONLY)	\$0.29	\$10.39	\$3.51
GIFTS/SOUVENIRS	\$2.25	\$3.78	\$2.74
GROUND TRANSPORTATION	\$1.63	\$4.83	\$2.65
CLOTHING & ACCESSORIES	\$1.16	\$1.62	\$1.31
CHILD CARE	\$0.35	\$0.38	\$0.36
OTHER/MISCELLANEOUS	\$0.58	\$1.57	\$0.89
TOTAL (PER PERSON, PER EVENT)	\$17.42	\$39.96	\$24.60

**Why exclude the cost of admission? The admissions paid by attendees are excluded from this analysis because those dollars are captured in the operating budgets of the nonprofit arts and culture organizations, and, in turn, are spent by the organization. This methodology avoids "double-counting" those dollars in the study analysis.*

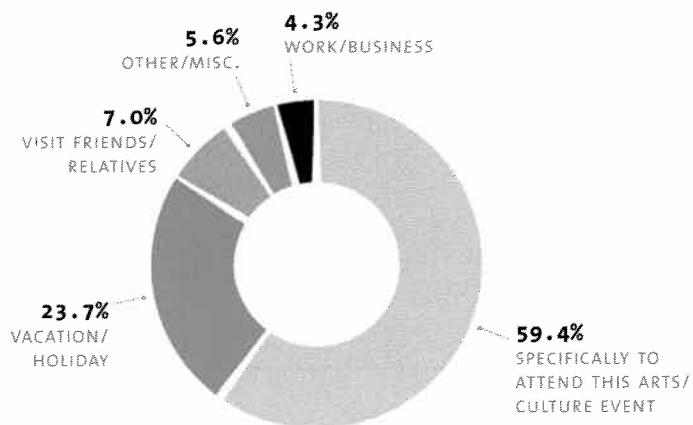
Nationally, 59.4 percent of all nonlocal arts attendees reported that the primary reason for their trip is “specifically to attend this arts/culture event.”

In addition, 28.5 percent of nonlocal arts attendees report that they spent at least one night away from home in the community where the cultural event took place. Not surprisingly, the nonlocal attendees who reported any overnight lodging expenses spent more money during their visit, an average of \$170.58 per person, per event (four times more than the national nonlocal arts attendee average of \$39.96). In fact, nonlocal attendees who reported overnight lodging expenses spent more per person, per event in every expenditure category (e.g., food, gifts and souvenirs, ground transportation, etc.) than nonlocals who did not stay overnight in paid lodging. For this analysis, only one night of lodging expenses is counted toward the audience expenditure analysis.

CULTURAL EVENTS ATTRACT NEW DOLLARS AND RETAIN LOCAL DOLLARS

Nearly one-half of local cultural attendees (41.9 percent) say that if the cultural event or exhibit during which they were surveyed were not happening, they would have traveled

NON-RESIDENT PRIMARY REASON FOR TRIP



to a different community in order to attend a similar cultural experience. More than half of nonlocal attendees (52.4 percent) reported the same. These figures demonstrate the economic impact of the nonprofit arts and culture in its truest sense. If a community fails to provide a variety of artistic and cultural experiences, it will not attract the new dollars of cultural tourists. It will also lose discretionary spending by local residents traveling elsewhere for an arts experience. When a community attracts nonlocal arts attendees and other cultural tourists, it harnesses significant economic rewards.

NONLOCAL CULTURAL AUDIENCES WITH OVERNIGHT LODGING EXPENSES (28.5 percent) SPEND THE MOST

(Expenditures made specifically as a result of attending a cultural event)

EVENT-RELATED SPENDING	WITH OVERNIGHT LODGING EXPENSES	WITHOUT OVERNIGHT LODGING EXPENSES	AVERAGE NONLOCAL ATTENDEES
MEALS, SNACKS, & REFRESHMENTS	\$41.81	\$14.41	\$17.39
LODGING (ONE NIGHT ONLY)	\$95.49	\$0.00	\$10.39
GIFTS/SOUVENIRS	\$10.72	\$2.94	\$3.78
GROUND TRANSPORTATION	\$14.11	\$3.70	\$4.83
CLOTHING & ACCESSORIES	\$4.66	\$1.25	\$1.62
CHILD CARE	\$0.72	\$0.34	\$0.38
OTHER/MISCELLANEOUS	\$3.07	\$1.38	\$1.57
TOTAL (PER PERSON, PER EVENT)	\$170.58	\$24.02	\$39.96

Arts and Culture Tourists Spend More and Stay Longer

As communities compete for a tourist's dollar, arts and culture have proven to be magnets for travelers and their money. Local businesses are able to grow because travelers extend the length of their trips to attend cultural events. Travelers who include arts and culture events in their trips differ from other U.S. travelers in a number of ways. Arts and culture travelers:

- Spend more than other travelers.
- Are more likely to stay in overnight lodging.
- Are more likely to spend \$1,000 or more during their stay.
- Travel longer than other travelers.

Two-thirds of American adult travelers say they included a cultural, artistic, heritage, or historic activity or event while on a trip of 50 miles or more, one-way, in 2001. This equates to 92.7 million cultural travelers. Of this group, 32 percent

(29.6 million travelers) added extra time to their trip because of a cultural, artistic, heritage, or historic or event. Of those who extended their trip, 57 percent did so by one or more nights.

U.S. cultural destinations help grow the U.S. economy by attracting foreign visitor spending. There has been steady growth in the percentage of tourists who fly to the United States and attend arts activities as a part of their visit, according to International Trade Commission in the Department of Commerce. Arts destinations help grow the economy by attracting foreign visitor spending—effectively making the arts an export industry.

Marketing of cultural destinations and events accounts for the largest portion of all marketing expenditures (26 percent) by national tourism organizations.

Source: U.S. Travel Association; U.S. Department of Commerce.

PARTICIPATION IN THE ARTS

One-half of cultural attendees (50.1 percent) actively participate in the creation of the arts (e.g., sing in a choir, act in a play, paint or draw).

SURVEY: HOW FAR WILL YOU GO FOR A CULTURAL EXPERIENCE?

("If this event or exhibit were not happening, would you have traveled to another community to attend a similar cultural experience?")

	LOCAL ATTENDEES	NONLOCAL ATTENDEES	ALL CULTURAL ATTENDEES
NO, I WOULD HAVE SKIPPED THE CULTURAL EXPERIENCE ALTOGETHER	30.5%	27.0%	29.4%
NO, I WOULD HAVE REPLACED IT WITH ANOTHER NEARBY CULTURAL EXPERIENCE	27.5%	20.6%	25.4%
YES, I WOULD HAVE TRAVELED TO A DIFFERENT COMMUNITY	41.9%	52.4%	45.2%

Conclusion

Nonprofit arts and culture organizations in the United States drive a \$135.2 billion industry—an industry that supports 4.1 million full-time equivalent jobs and generates \$22.3 billion in government revenue annually. Arts and culture organizations—businesses in their own right—leverage significant event-related spending by their audiences that pumps vital revenue into restaurants, hotels, retail stores, parking garages, and other local merchants. This study puts to rest a common misconception that communities support arts and culture at the expense of local economic development. In fact, communities are investing in an industry that supports jobs, generates government revenue, and is the cornerstone of tourism. This report shows conclusively that, locally as well as nationally, the arts mean business.

LEARN MORE ABOUT ARTS & ECONOMIC PROSPERITY IV

Visit www.AmericansForTheArts.org/EconomicImpact to access free resources you can use to help make the economic case for arts funding and arts-friendly policies in your community:

- A downloadable and customizable PowerPoint presentation that effectively communicates this study's findings
- *Arts & Economic Prosperity IV* Highlights Pamphlet
- *Arts & Economic Prosperity IV* Summary Report
- *Arts & Economic Prosperity IV* National Report, complete with national and local findings, background, scope, and methodology
- A press release announcing the study results
- Sample opinion-editorials (op-eds)
- The *Arts & Economic Prosperity* Calculator that enables users to estimate the economic impact of their organization

Americans for the Arts 2011 Public Art Network Year in Review selection *Hands* by Christian Moeller in San Jose, CA



About This Study

Americans for the Arts conducted *Arts & Economic Prosperity IV* to document the economic impact of the nation's nonprofit arts and culture industry. The study focuses on nonprofit arts and culture organizations and their audiences. It excludes spending by individual artists and the for-profit arts and entertainment sector (e.g., Broadway or the motion picture industry). Detailed expenditure data was collected from 9,721 arts and culture organizations and 151,802 of their attendees. Project economists from the Georgia Institute of Technology customized input-output analysis models for each study region to provide specific and reliable economic impact data about the nonprofit arts and culture industries, specifically full-time equivalent jobs, household income, and local and state government revenue. This allows for the uniqueness of each local economy to be reflected in the findings.

STUDYING ECONOMIC IMPACT USING INPUT-OUTPUT ANALYSIS

To derive the most reliable economic impact data, input-output analysis was used to measure the impact of expenditures by nonprofit arts and culture organizations and their audiences. This is a highly regarded type of economic analysis that has been the basis for two Nobel Prizes in economics. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. The analysis traces how many times a dollar is re-spent within the local economy before it leaves the community, and it quantifies the economic impact of each round of spending.

Project economists customized an input-output model for each of the 182 participating study regions based on the local dollar flow between 533 finely detailed industries within its economy. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce, local tax data, as well as the survey data from the responding nonprofit arts and culture organizations and their audiences.

CALCULATION OF THE NATIONAL ESTIMATES

To derive the national estimates, the 139 city and county study participants only—multi-city and multi-county regions, states, and individual arts districts are excluded from this analysis—were first stratified into six population groups, and an economic impact average was calculated for each group. Second, the nation's largest 13,366 cities were assigned to one of the six groups based on their population, as supplied by the U.S. Census Bureau. Third, each of the 13,366 largest cities was assigned the economic impact average for its population group. Finally, the values of the cities were added together to determine the national economic impact findings. Several outlier regions were removed when calculating the national estimates due to their comparably high levels of economic activity in their population categories.

About Local & Regional Study Partners

The 182 study regions include 139 individual cities and counties, 31 multi-city or multi-county regions, 10 states, and two arts districts. They represent all 50 U.S. states and the District of Columbia. The diverse communities range in population from 1,600 to 4 million and from small rural to large urban. The research partners agreed to complete four participation criteria: 1) identify and code the comprehensive universe of nonprofit arts and culture organizations located in their study region; 2) assist with the collection of detailed financial and attendance information from those organizations and review the information for accuracy; 3) conduct audience-intercept surveys at a broad, representative sample of cultural events that take place in their study region; and 4) pay a modest cost-sharing fee. No community was refused participation for an inability to pay.

DATA FROM ORGANIZATIONS

To collect the required financial and attendance information from eligible organizations, researchers implemented a multi-pronged data collection process.

In 131 of the 182 study regions, researchers used a web-based organizational expenditure survey instrument designed to collect detailed information about each organization's fiscal year that ended during 2010. The remaining 51 study regions are located in one of 10 states (Arizona, California, Illinois, Maryland, Massachusetts, Michigan, New York, Ohio, Pennsylvania, and Rhode Island), each of which participated in the Cultural Data Project (CDP) during fiscal year 2010. The CDP is a unique system that enables arts and culture organizations to

enter financial, programmatic, and operational data into a standardized online form. The primary data collection efforts were supplemented with an abbreviated one-page version of the survey which requested category totals only (rather than detailed, itemized financial information). In order to increase the overall response rates, all 182 study communities distributed the abbreviated one-page survey to eligible organizations that declined to participate in either the full organizational expenditure survey or the Cultural Data Project.

Using all three methods of data capture, information was collected from a total of 9,721 organizations for this study. Response rates among all eligible organizations located in the 182 study regions averaged 43.2 percent and ranged from 5.3 percent to 100 percent. Responding organizations had budgets ranging from as low as \$0 to as high as \$239.7 million. It is important to note that each study region's results are based solely on the actual survey data collected. There are no estimates made to account for non-respondents. Therefore, the less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

DATA FROM AUDIENCES

Audience-intercept surveying, a common and accepted research method, was completed in all 182 study regions in order to capture information about spending by audiences at nonprofit arts and culture events. Patrons were asked to complete a short survey while attending an event. A total of 151,802 attendees completed the survey. The randomly selected respondents provided itemized

“The success of my family’s business depends on finding and cultivating a creative and innovative workforce. I have witnessed firsthand the power of the arts in building these business skills. When we participate personally in the arts, we strengthen our ‘creativity muscles,’ which makes us not just a better ceramicist or chorus member, but a more creative worker—better able to identify challenges and innovative business solutions. This is one reason why the arts remain an important part of my personal and corporate philanthropy.”

CHRISTOPHER FORBES

Vice Chairman, Forbes, Inc.

“As all budgets—local and national, public and private—continue to reel from the effects of the economic downturn, some may perceive the arts as an unaffordable luxury reserved for only the most prosperous times. Fortunately, this rigorous report offers evidence that the nonprofit arts industry provides not just cultural benefits to our communities, but also makes significant positive economic contributions to the nation’s financial well being regardless of the overall state of the economy. This certainly is something to applaud.”

JONATHAN SPECTOR

President & CEO, The Conference Board

travel party expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data was collected throughout the year to guard against seasonal spikes or drop-offs in attendance as well as at a broad range of events—a night at the opera will typically yield more spending than a Saturday children’s theater production, for example. Using total attendance data for 2010 collected from the participating eligible

organizations, standard statistical methods were then used to derive a reliable estimate of total expenditures by attendees in each community. The survey respondents provided information about the entire party with whom they were attending the event. With an average travel party size of 2.69 people, this data actually represents the spending patterns of more than 408,000 attendees.

Thank You to Our Partner Organizations

ALABAMA

Cultural Alliance of Greater Birmingham

ALASKA

Fairbanks Arts Association
Juneau Arts & Humanities Council
Ketchikan Area Arts and Humanities Council

ARIZONA

Flagstaff Cultural Partners
Mesa Arts Center
Phoenix Office of Arts and Culture
Tucson Pima Arts Council
West Valley Arts Council

ARKANSAS

Walton Arts Center

CALIFORNIA

ArtPulse
Arts Council Silicon Valley
City of Glendale Cultural Affairs Division
City of Los Angeles Department of Cultural Affairs
City of Oakland Cultural Arts & Marketing Department
City of San Diego Commission for Arts and Culture
City of Santa Clarita Arts & Events Office
City of Walnut Creek Arts, Recreation, and Community Services Department
City of West Hollywood
Laguna Beach Arts Commission
Riverside Arts Council
Sacramento Metropolitan Arts Commission
San Francisco Arts Commission
San Jose Office of Cultural Affairs
Santa Barbara County Arts Commission

COLORADO

Beet Street
Boulder Arts Commission
Center for the Arts
Community Concert Hall at Ft. Lewis College
Cultural Office of the Pikes Peak Region (COPPeR)
Telluride Council for the Arts and Humanities

CONNECTICUT

Connecticut Commission on Culture and Tourism

Cultural Alliance of Fairfield County
Greater Hartford Arts Council

DELAWARE

Delaware Division of the Arts

DISTRICT OF COLUMBIA

Cultural Alliance of Greater Washington
DC Commission on the Arts and Humanities

FLORIDA

Arts and Cultural Alliance of Sarasota County
Broward County Cultural Division
City of Gainesville Cultural Affairs Division
City of Orlando
City of Winter Park
Cultural Council of Palm Beach County
Lee County Alliance for the Arts
Miami-Dade County Department of Cultural Affairs
Orange County Arts & Cultural Affairs
Osceola Center for the Arts
Polk Arts Alliance
Seminole Cultural Arts Council
United Arts of Central Florida
Volusia County Parks, Recreation, and Culture

GEORGIA

Athens Area Arts Council
City of Atlanta Office of Cultural Affairs

HAWAII

Hawai'i Arts Alliance

IDAHO

Boise City Department of Arts and History

ILLINOIS

Arts Alliance Illinois
ArtsPartners of Central Illinois
Rockford Area Arts Council

INDIANA

Arts Council of Indianapolis
City of Bloomington Department of Economic and Sustainable Development

IOWA

ArtsLIVE
City of Dubuque
Iowa Cultural Corridor Alliance

KANSAS

City of Wichita Division of Arts & Cultural Services

KENTUCKY

LexArts, Inc.

LOUISIANA

City of Slidell Department of Cultural and Public Affairs
St. Tammany Parish Department of Cultural and Governmental Affairs

MAINE

Creative Portland Corporation

MARYLAND

Arts & Humanities Council of Montgomery County
Baltimore Office of Promotion and the Arts
Prince George's County Arts Council

MASSACHUSETTS

City of Pittsfield Office of Cultural Development

MICHIGAN

Cultural Alliance of Southeastern Michigan

MINNESOTA

Rochester Arts Council

MISSISSIPPI

Greater Jackson Arts Council

MISSOURI

Allied Arts Council of St. Joseph
Arts Council of Metropolitan Kansas City
St. Louis Regional Arts Commission

MONTANA

Missoula Cultural Council

NEBRASKA

Adams County Convention and Visitors Bureau
Columbus Area Arts Council
Lincoln Arts Council
Museum of Nebraska Art
Nebraskans for the Arts

NEVADA

Metro Arts Council of Southern Nevada

NEW HAMPSHIRE

Art-Speak—The City of Portsmouth's Cultural Commission
Arts Alliance of Northern New Hampshire
City of Rochester Department of Economic Development
Greater Concord Chamber of Commerce
New Hampshire State Council on the Arts
Newmarket Heritage and Cultural Center Committee (*a subcommittee of the Lamprey Arts & Culture Alliance*)

NEW JERSEY

Arts Council of Princeton
Bergen County Division of Cultural and Historic Affairs
Newark Arts Council

NEW MEXICO

City of Albuquerque Cultural Services Department

NEW YORK

ArtsWestchester
Auburn Historic and Cultural Sites Commission
Chenango County Council of the Arts
Community Arts Partnership
Le Moyne College Division of Management

NORTH CAROLINA

Arts Council of Fayetteville/Cumberland County
Arts Council of Moore County
Arts Council of Wayne County
Arts Council of Winston-Salem/Forsyth County Arts & Science Council
City of Asheville Cultural Arts Division
Community Council for the Arts
Durham Arts Council
North Carolina Arts Council
Orange County Arts Commission
Pitt County Arts Council at Emerge
Rutherford County Department of Recreation, Culture, and Heritage
Town of Cary Department of Parks, Recreation & Cultural Resources
Transylvania Community Arts Council
United Arts Council of Greater Greensboro

United Arts Council of Raleigh and Wake County (*in partnership with the City of Raleigh Arts Commission*)
Watauga County Arts Council

NORTH DAKOTA

Minot Area Council of the Arts

OHIO

Athens Municipal Arts Commission
Greater Columbus Arts Council
Power of the Arts

OKLAHOMA

Greater Enid Arts and Humanities Council

OREGON

Arts and Business Alliance of Eugene (*a project of the Eugene Area Chamber of Commerce*)
Regional Arts and Culture Council

PENNSYLVANIA

ArtsErie
Central Pennsylvania Festival of the Arts
Citizens for the Arts in Pennsylvania, (*in partnership with the Pennsylvania Council on the Arts*)
Greater Philadelphia Cultural Alliance
Greater Pittsburgh Arts Council
Indiana Arts Council
Jump Street
Lackawanna County Department of Arts and Culture
Lehigh Valley Arts Council
Northern Tier Cultural Alliance
Pennsylvania Rural Arts Alliance

RHODE ISLAND

Providence Department of Art, Culture & Tourism

SOUTH CAROLINA

Cultural Council of Richland and Lexington Counties

SOUTH DAKOTA

Aberdeen Area Arts Council
Sioux Falls Arts Council
South Dakota Arts Council

TENNESSEE

Allied Arts of Greater Chattanooga
ArtsMemphis

TEXAS

Arts Council of Forth Worth & Tarrant County
City of Austin Cultural Arts Division
City of Dallas Office of Cultural Affairs
City of San Antonio Office of Cultural Affairs
Houston Arts Alliance
McKinney Arts Commission
North Texas Business Council for the Arts

UTAH

Cedar City Arts Council

VERMONT

Arts Council of Windham County

VIRGINIA

Arlington County Cultural Affairs Division
Arts Council of Fairfax County
City of Alexandria Office of the Arts
City of Fairfax Commission on the Arts
Loudoun Arts Council
Piedmont Council for the Arts

WASHINGTON

Allied Arts of Whatcom County
Seattle Office of Arts & Cultural Affairs
Tacoma Arts Commission

WEST VIRGINIA

Helianthus LLC
Parkersburg Area Community Foundation

WISCONSIN

Creative Alliance Milwaukee
Dane County Arts & Economic Prosperity Collaborative
Eau Claire Regional Arts Council
Fox Cities Performing Arts Center
Performing Arts Foundation Inc. (*dba The Grand*)
Viterbo University Fine Arts Center
Wisconsin Arts Board

WYOMING

Center for the Arts

Glossary

CULTURAL TOURISM

Travel directed toward experiencing the arts, heritage, and special character of a place.

DIRECT ECONOMIC IMPACT

A measure of the economic effect of the initial expenditure within a community. For example, when the symphony pays its players, each musician's salary, the associated payroll taxes paid by the nonprofit, and full-time equivalent employment status represent the direct economic impact.

DIRECT EXPENDITURES

The first round of expenditures in the economic cycle. A paycheck from the symphony to the violin player and a ballet company's purchase of dance shoes are examples of direct expenditures.

ECONOMETRICS

The process of using statistical methods and economic theory to develop a system of mathematical equations that measures the flow of dollars between local industries. The input-output model developed for this study is an example of an econometric model.

FULL-TIME EQUIVALENT (FTE) JOBS

A term that describes the total amount of labor employed. Economists measure FTE jobs—not the total number of employees—because it is a more accurate measure of total employment. It is a manager's discretion to hire

one full-time employee, two half-time employees, four quarter-time employees, etc. Almost always, more people are affected than are reflected in the number of FTE jobs reported due to the abundance of part-time employment, especially in the nonprofit arts and hospitality industries.

INDIRECT IMPACT

Each time a dollar changes hands, there is a measurable economic impact. When people and businesses receive money, they spend much of that money locally. Indirect impact measures the effect of this re-spending on jobs, household income, and revenue to local and state government. It is often referred to as secondary spending or the dollars "rippling" through a community. When funds are eventually spent nonlocally, they are considered to have "leaked" out of the community and cease having a local economic impact. Indirect impact is the sum of all the rounds of re-spending.

INPUT-OUTPUT ANALYSIS

A system of mathematical equations that combines statistical methods and economic theory in an area of economic study called econometrics. Economists use this model (occasionally called an inter-industry model) to measure how many times a dollar is re-spent in, or "ripples" through, a community before it leaks out (see Leakage). The model is based on a matrix that tracks the dollar flow between 533 finely detailed industries in each community. It allows researchers to determine the economic impact of local spending by nonprofit arts and culture organizations on jobs, household income, and government revenue.

LEAKAGE

The money that community members spend outside of a community. This nonlocal spending has no economic impact within the community. A ballet company purchasing shoes from a nonlocal manufacturer is an example of leakage. If the shoe company were local, the expenditure would remain within the community and create another round of spending by the shoe company.

RESIDENT HOUSEHOLD INCOME (OR PERSONAL INCOME)

The salaries, wages, and entrepreneurial income residents earn and use to pay for food, mortgages, and other living expenses. It is important to note that resident household income is not just salary. When a business receives money, for example, the owner usually takes a percentage of the profit, resulting in income for the owner.

REVENUE TO LOCAL AND STATE GOVERNMENTS

Local and state government revenue is not derived exclusively from income, property, sales, and other taxes. It also includes license fees, utility fees, user fees, and filing fees. Local government revenue includes funds to governmental units such as a city, county, township, school district, and other special districts.

“In Nebraska, we understand that cultural excellence is crucial to economic development. The economic impact of arts organizations on our state is significant, and without the quality and diversity of the arts, it would be difficult to attract and promote business development. Arts-related industries create jobs, attract investments, and enhance tourism. Additionally, the arts connect us to each other and add richness to our lives.”

LT. GOVERNOR RICK SHEEHY
Chair, National Lt. Governors Association

“Americans for the Arts continues to develop the tools for arts advocates and the evidence to persuade decision-makers that the arts benefit all people in all communities.”

JANET BROWN
Executive Director, Grantmakers in the Arts

Frequently Asked Questions

1 How is the economic impact of arts and culture organizations different from other industries?

Any time money changes hands, there is a measurable economic impact. Social service organizations, libraries, and all entities that spend money have an economic impact. What makes the economic impact of arts and culture organizations unique is that, unlike most other industries, they induce large amounts of event-related spending by their audiences. For example, when patrons attend a performing arts event, they may purchase dinner at a restaurant, eat dessert after the show, and return home and pay the babysitter. All of these expenditures have a positive and measurable impact on the economy.

2 Will my local legislators believe these results?

Yes, this study makes a strong argument to legislators, but you may need to provide them with some extra help. It will be up to the user of this report to educate the public about economic impact studies in general and the results of this study in particular. The user may need to explain (1) the study methodology used; (2) that economists created an input-output model for each community and region in the study; and (3) the difference between input-output analysis and a multiplier (see question 9). The good news is that as the number of economic impact studies completed by arts organizations and other special interest areas increases, so does the sophistication of community leaders whose influence these studies are meant to affect. Today, most decision-makers want to know what methodology is being used and how and where data was gathered. You can be confident that the input-output analysis used in this study is a highly regarded model in the field of economics (the basis of two Nobel Prizes in economics). However, as in any professional field, there is disagreement about procedures, jargon, and the best way to determine results. Ask 12 artists to define art and you will get 12 answers; expect the same of economists. You may meet an economist who believes that these studies should be done differently (for example, a cost-benefit analysis of the arts).

3 How can a community not participating in the *Arts & Economic Prosperity IV* study apply these results?

Because of the variety of communities studied and the rigor with which the *Arts & Economic Prosperity IV* study was conducted, nonprofit arts and culture organizations located in communities that were not part of the study can estimate their local economic impact. Estimates can be derived by using the *Arts & Economic Prosperity IV* Calculator (found at www.AmericansForTheArts.org/EconomicImpact). Additionally, users will find sample PowerPoint presentations, press releases, op-eds, and other strategies for proper application of their estimated economic impact data.

4 How were the 182 participating communities and regions selected?

In 2010, Americans for the Arts published a call for participants for communities interested in participating in the *Arts & Economic Prosperity IV* study. Of the more than 200 participants that expressed interest, 182 agreed to participate and complete four participation criteria (see page 16 for more information).

5 How were the eligible nonprofit arts organizations in each community selected?

Each of the 182 study regions identified the comprehensive universe of eligible nonprofit arts and culture organizations located in their regions. Eligibility was determined using the Urban Institute's National Taxonomy of Exempt Entities (NTEE) coding system as a guideline. Communities were encouraged to include other types of eligible organizations if they play a substantial role in the cultural life of the community or if their primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and media arts. These include government-owned or -operated cultural facilities and institutions, municipal arts agencies and councils, private community arts organizations, unincorporated arts groups, living collections (such as zoos and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility. For-profit businesses were strictly excluded from this study. In short, if it displays the characteristics of a nonprofit arts and culture organization, it was included.

6 What type of economic analysis was done to determine the study results?

An input-output analysis model was customized for each of the participating communities and regions to determine the local economic impact their nonprofit arts and culture organizations and arts audiences. Americans for the Arts, which conducted the research, worked with a highly regarded economist from the Georgia Institute of Technology to design and customize the input-output models used in this study (see page 15 for more information).

7 What other information was collected in addition to the arts surveys?

In addition to detailed expenditure data provided by the participating eligible organizations, extensive wage, labor, tax, and commerce data were collected from local, state, and federal governments for use in the input-output model.

8 Why are admission/ticket expenses excluded from the analysis of audience spending?

Researchers make the assumption that any admission fees paid by attendees are typically collected as revenue by the organization that is presenting the event. The organizations then spend those dollars. Thus, the ticket fees are captured in the operating budgets of the eligible nonprofit arts and culture organizations that participate in the organizational data collection effort. Therefore, the admissions paid by audiences are excluded from the audience spending analysis in order to avoid “double-counting” those dollars in the overall analysis.

9 Why doesn't this study use a multiplier?

When many people hear about an economic impact study, they expect the result to be quantified in what is often called a multiplier or an economic activity multiplier. The economic activity multiplier is an estimate of the number of times a dollar changes hands within the community (e.g., a theater pays its actor, the actor spends money at the grocery store, the grocery store pays the cashier, and so on). It is quantified as one number by which expenditures are multiplied. The convenience of the multiplier is that it is one simple number. Users rarely note, however, that the multiplier is developed by making gross estimates of the industries within the local economy and does not allow for differences in the characteristics of those industries. Using an economic activity multiplier usually results in an overestimation of the economic impact and therefore lacks reliability.

Acknowledgements

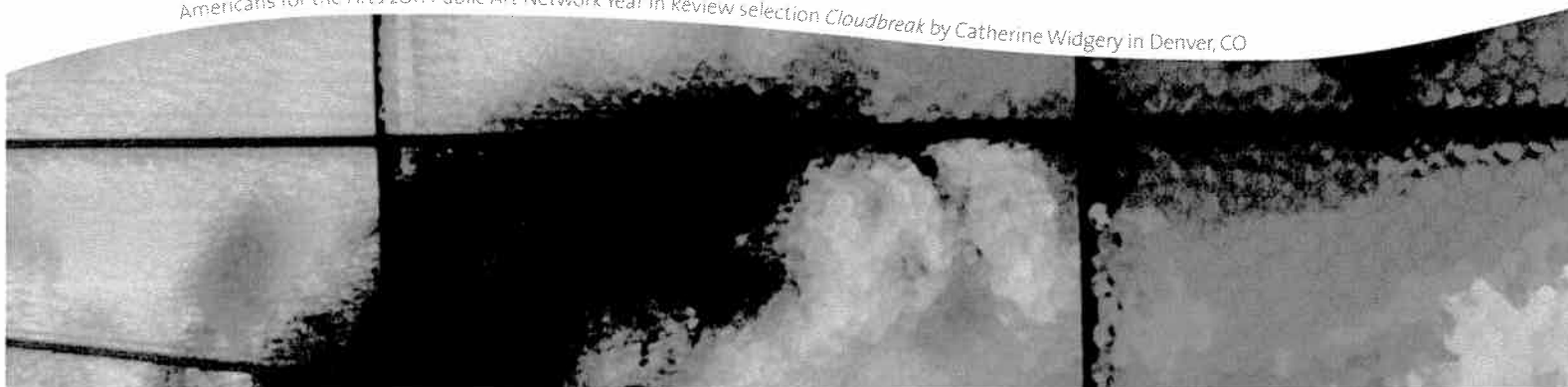
Americans for the Arts wishes to express its gratitude to the many people across the country who made *Arts & Economic Prosperity IV* possible and assisted with its development, coordination, and production. A study of this size and scope cannot be completed without the collaboration of many partnering organizations.

Special thanks to the John D. and Catherine T. MacArthur Foundation and The Ruth Lilly Fund for Americans for the Arts for their financial support. Thanks also to Cultural Data Project for their research partnership.

Finally, each of our 182 local, regional, and state-wide research partners contributed both time and financial support toward the completion of this study. Thanks to all of you. This study would not have been possible without you.

A study of this magnitude is a total organizational effort; appreciation is extended to the entire board and staff of Americans for the Arts. The Research Department responsible for the production of this study includes Randy Cohen, Ben Davidson, Amanda Alef, and Sam Myett.

Americans for the Arts 2011 Public Art Network Year in Review selection *Cloudbreak* by Catherine Widgery in Denver, CO



The following national organizations partner with Americans for the Arts to help public- and private-sector leaders understand the economic and social benefits that the arts bring to their communities, states, and the nation.



BCLC
Business Civic
Leadership Center
AN INITIATIVE OF THE U.S. DEPARTMENT OF EDUCATION



Grantmakers in the Arts
Supporting a Creative America



**NATIONAL CONFERENCE
OF STATE LEGISLATURES**
1800 National for American Ideas



National League of Cities



**Destination
Marketing**
Marketing with a Purpose



THE CONFERENCE BOARD
Trusted Insights for Business Worldwide



**AMERICANS
for the
ARTS**

1000 Vermont Avenue, NW, 6th Floor
Washington, DC 20005

T 202.371.2830

F 202.371.0424

E research@artsusa.org

www.AmericansForTheArts.org

Americans for the Arts is the nation's leading nonprofit organization for advancing the arts in America. Established in 1960, we are dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.



RESOLVED: That upon the recommendation of the Board of Finance, the Town of Westport hereby appropriates for the sum of \$6,700,000 for the costs associated with the construction of a new Levitt Pavilion which costs include architectural, design, environmental, temporary and permanent financing, engineering, inspection, site development, and other soft costs(the "project").

Section 1. As recommended by the Board of Finance and for the purpose of financing the foregoing appropriation, the Town shall borrow a sum not to exceed \$6,700,000 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 of the Town of Westport," series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three 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 first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years therefrom, or as otherwise provided by statute. The bonds may be sold at not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation

for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds, or notes, on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semiannually or annually. The bonds shall be signed on behalf of the Town by the First Selectman and the Finance Director, and shall bear the seal of the Town. The signing, sealing and certification of said bonds may be by facsimile as provided by statute. The Finance Director shall maintain a record of bonds issued pursuant to this resolution and of the face amount thereof outstanding from time to time, and shall certify to the destruction of said bonds after they have been paid and cancelled, and such certification shall be kept on file with the Town Clerk.

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

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

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

Section 7. Pursuant to Section 1.150-2 (as amended) of the federal income tax regulations the Town hereby expresses its official intent to reimburse expenditures paid from the General Fund, or any capital fund for the Project with the proceeds of the bonds or notes to be issued

under the provisions thereof. The allocation of such reimbursement bond proceeds to an expenditure shall be made in accordance with the time limitations and other requirements of such regulations. The Finance Director is authorized to pay project expenses in accordance herewith pending the issuance of the reimbursement bonds or notes.

Section 8. The Town of Westport, or other proper authority of the Town, is authorized to take all necessary action to apply to the state of Connecticut , and accept from the state or other party, grants or in aid of further financing the project.

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.

Section 10. The First Selectman and other Town officials are authorized to seek grants, and other contributions for the costs of the Project. Any such grants or contributions received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this Resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay or defease the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax exempt status of the Bonds.



WESTPORT CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

ITEM
10

To: Avi Kaner, Chair, Board of Finance

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

Date: June 25, 2012

Re: Land swap - Longshore Club Park

In accordance with Section C6-2 of the Charter, the Board of Finance shall recommend any acquisition or disposition of real property.

A small portion of the golf course at Longshore Club (a portion of the second hole) encroaches on private property. The property owners have requested that this long standing problem be addressed.

The area of the encroachment is 2,096.5 sq. ft. In exchange for this area, which will be incorporated into the land of the Town, the Town has offered an equal amount of square footage to the property owners which will be incorporated into their land. This will be accomplished by deed.

The proposed disposition of Town property will also be presented to the Planning & Zoning Commission for a 8-24 report.

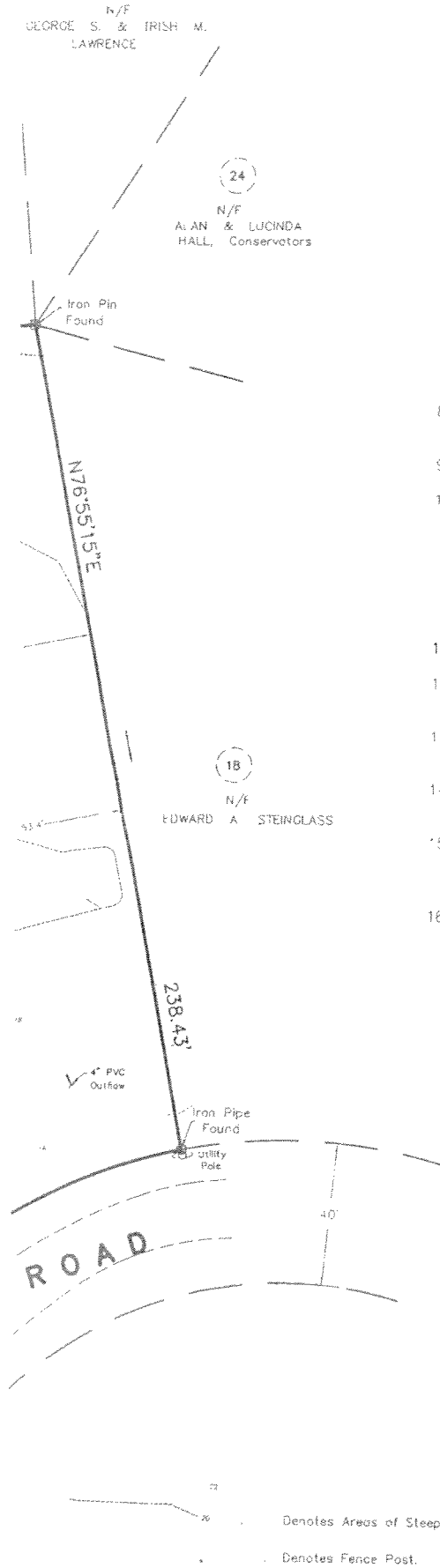
No value assessment has been conducted with respect to the parcels to be conveyed.

Similar to the process with leases, I am requesting you to ask your Board members whether they wish to review this matter at a public hearing. If so, I would appreciate having it scheduled at your earliest convenience.

For your information, I have attached a copy of the map showing the parcels to be conveyed. They are indicated on the map as "Parcel Y") and "Area = X".

Please let me know how you wish to proceed. In the meantime, if you or any member of your Board has any questions, please contact Stuart McCarthy, 341-5088.

cc: Gordon F. Joseloff, First Selectman
Stuart McCarthy, Director, Parks and Recreation

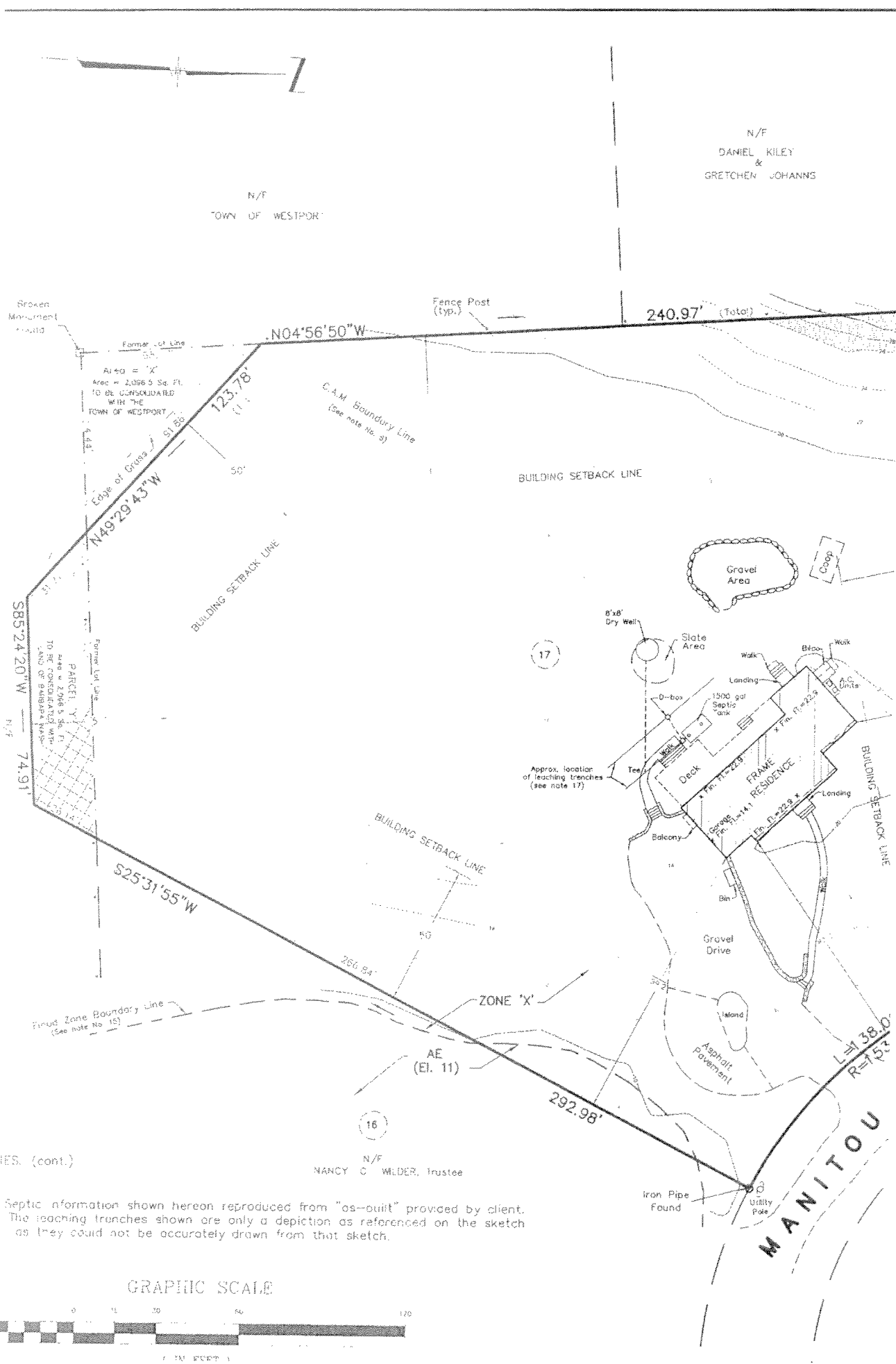


NOTES:

1. This survey and map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996
 2. It is an Improvement Location Survey based upon a Dependent Resurvey and is intended to depict the position, horizontally and, where required, vertically, between particular existing or proposed improvements with respect to applicable municipal or statutory requirements. The purpose is to enable determination of compliance with said improvements.
 3. This survey conforms to Horizontal Accuracy Class A-2.
 4. Total Area = 80,652 Sq. Ft.; 1.85 Acres.
 5. Parcel is located in Residential Zone AAA.
 6. A portion of the property lies within the Coastal Area Management Boundary Line Zone. CAM Boundary Line shown hereon reproduced from Town of Westport Topographic Map sheet C04.
 7. Property shown on Assessor's Map C04, as Lot 010.
 8. No abstract of title, nor title commitment provided, all documents of record reviewed are noted hereon.
 9. Underground improvements or encroachments if any are not shown.
 10. Map References:
 - A. Property shown as lot '17' on a certain map entitled " Survey Prepared For John A. Hollingsworth, Westport, Conn., Scale : 1"=100', March 18, 1965", by Charles S. Lyman, L.S. Said map on file in the Westport Town Clerk's Office bearing file No. 5936.
 - B. Refer to map No. 2896 W.L.R.
 11. Refer to deed recorded in Vol. 1062, Pg. 84 of the Westport Land Records.
 12. Property does not contain wetlands as shown on Town of Westport Topographic Map sheet C09.
 13. Steep slopes determined by a field topographic survey by Leonard Surveyors, LLC on August 16, 2011.
 14. Datum : Approximate Mean Sea Level; NAVD 1988. Contour Interval : Two Feet.
 15. Property is situated in flood zone AE (el. 11) and Zone 'X' (areas determined to be outside the 0.2% annual chance floodplain) as shown on F.I.R.M., Panel 09001C0551F, effective June 18, 2010.
 16. Coverage Calculations :
 - Total Lot Area = 80,652 Sq. Ft.
 - Wetland Area = 0 Sq. Ft.
 - Steep Slope Area = 1,315 Sq. Ft. x 0.80 = 1,052 Sq. Ft.
 - Net Lot Area = 79,600 Sq. Ft.
 - Driveway Area = 3,880 Sq. Ft.
 - Building Area = 2,585 Sq. Ft.
 - Total Lot Coverage = 6,465 Sq. Ft. = 8.12%
- Maximum Allowable Lot Coverage = 79,600 Sq. Ft. x 25% = 19,900 Sq. Ft.

MAP SHOWING
EQUAL AREA EXCHANGE
 BETWEEN
BARBARA NASH
 AT
14 MANITOU ROAD
 AND
THE TOWN OF WESTPORT
 AT
260 COMPO ROAD SOUTH
WESTPORT ~ CONNECTICUT
SCALE : 1" = 30' MAY 14, 2012

LEONARD SURVEYORS, LLC
 "CERTIFIED SUBSTANTIALLY CORRECT"
 CLASS A-2 ACCURACY



N/F
DANIEL KILEY
&
GRETCHEN JOHANNIS

N/F
TOWN OF WESTPORT

Broken Monument
found

Fence Post
(typ.)

240.97' (Total)

N04°56'50"W

At 50 = 'X'
Area = 2,056.5 Sq. Ft.
TO BE CONSOLIDATED
WITH THE
TOWN OF WESTPORT

C.A.M. Boundary Line
(See note No. 3)

BUILDING SETBACK LINE

Gravel Area

Coop

8'x8'
Dry Well

Slate Area

17

Approx. location
of leaching trenches
(see note 17)

1500 gal
Septic
Tank

Deck

FRAME
RESIDENCE

BUILDING SETBACK LINE

BUILDING SETBACK LINE

S25°31'55"W

ZONE 'X'

AE
(El. 11)

292.98'

L=138.6'
R=157'

Triad Zone Boundary Line
(See note No. 15)

16

N/F
NANCY C. WILDER, Trustee

Iron Pipe
Found

MANITOWISH

RES. (cont.)

Septic information shown hereon reproduced from "as-built" provided by client.
The leaching trenches shown are only a depiction as referenced on the sketch
as they could not be accurately drawn from that sketch.

GRAPHIC SCALE



(IN FEET)



WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

June 26, 2012

Cathy Walsh, Chair
Planning and Zoning Commission
Town of Westport
Westport, CT 06880

Re: 8-24 Report Request
Equal Area Property Exchange
260 Compo Road South/14 Manitou Road
Assessor's Map ID: C04//001/000

Dear Ms. Walsh:

In accordance with Section 8-24 of the Connecticut General Statutes, I am requesting a report regarding an equal area property exchange at Longshore Club Park.

A small portion of the golf course at Longshore Club Park (a portion of the second hole) encroaches on private property. The property owners have requested that this issue be addressed.

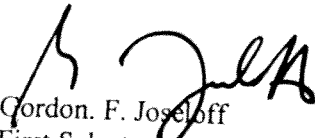
The area of the encroachment is 2,096.5 sq.ft. In exchange for this area, which will be incorporated into the Town's property, the Town is offering an equal amount of square footage to the property owners which will be incorporated into their land. The exchange will be accomplished by deed. All parties are agreeable to this proposal. This exchange will preserve this portion of the golf course and no reconfiguring of the course will be necessary.

In accordance with the Town's Charter, this disposition of real property is also being presented to the Board of Finance for its recommendation.

Attached is a copy of the map showing the parcels to be conveyed. Also attached is a copy of the Assessor's card for the Longshore Club Park property.

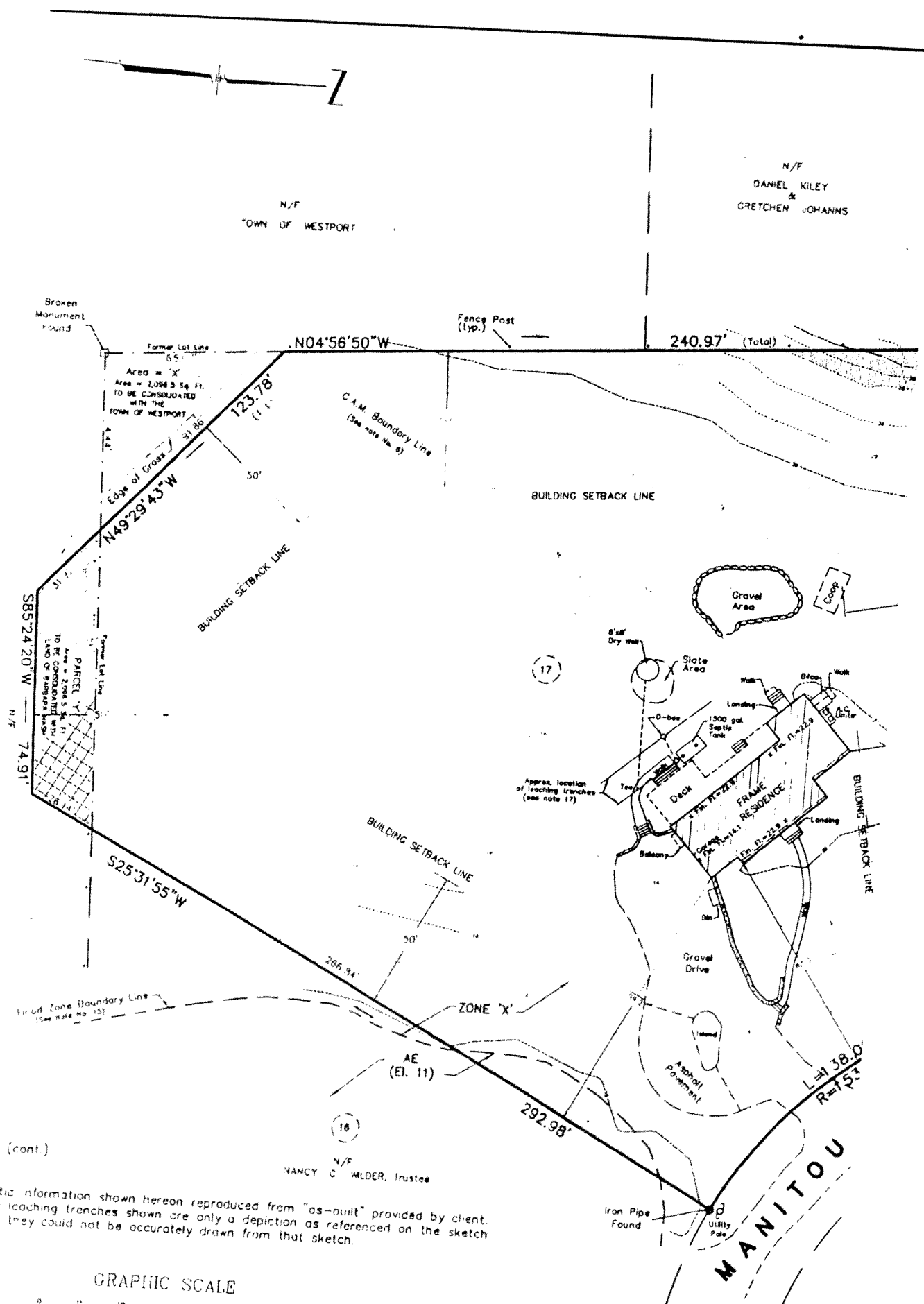
Thank you for your consideration of this request.

Very truly yours,


Gordon F. Joseloff
First Selectman

GFJ:ps

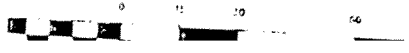
cc: Laurence Bradley, Planning & Zoning Director
Stuart McCarthy, Parks & Recreation Director
Ira Bloom, Town Attorney

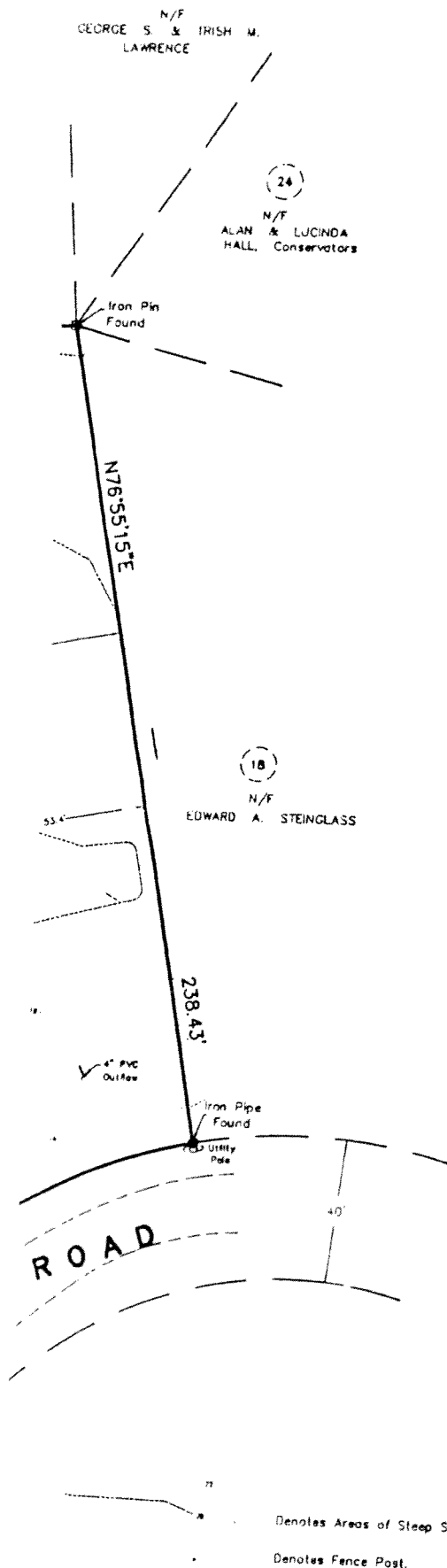


IES (cont.)

Septic information shown hereon reproduced from "as-built" provided by client. The leaching trenches shown are only a depiction as referenced on the sketch as they could not be accurately drawn from that sketch.

GRAPHIC SCALE





NOTES:

1. This survey and map has been prepared pursuant to the Regulations of Connecticut State Agencies Sections 20-300b-1 through 20-300b-20 and the "Standards for Surveys and Maps in the State of Connecticut" as adopted by the Connecticut Association of Land Surveyors, Inc. on September 26, 1996
2. It is an Improvement Location Survey based upon a Dependent Resurvey and is intended to depict the position, horizontally and, where required, vertically, between particular existing or proposed improvements with respect to applicable municipal or statutory requirements. The purpose is to enable determination of compliance with said improvements.
3. This survey conforms to Horizontal Accuracy Class A-2.
4. Total Area = 80,652 Sq. Ft.; 1.85 Acres.
5. Parcel is located in Residential Zone AAA.
6. A portion of the property lies within the Coastal Area Management Boundary Line Zone. CAM Boundary Line shown hereon reproduced from Town of Westport Topographic Map sheet C04.
7. Property shown on Assessor's Map C04, as Lot 010.
8. No abstract of title, nor title commitment provided, all documents of record reviewed are noted hereon.
9. Underground improvements or encroachments if any are not shown.
10. Map References:
 - A. Property shown as lot '17' on a certain map entitled " Survey Prepared For John A. Hollingaworth, Westport, Conn., Scale : 1"=100', March 18, 1965", by Charles S. Lyman, L.S. Said map on file in the Westport Town Clerk's Office bearing file No. 5936.
 - B. Refer to map No. 2896 W.L.R.
11. Refer to deed recorded in Vol. 1062, Pg. 84 of the Westport Land Records.
12. Property does not contain wetlands as shown on Town of Westport Topographic Map sheet C09.
13. Steep slopes determined by a field topographic survey by Leonard Surveyors, LLC on August 16, 2011.
14. Datum : Approximate Mean Sea Level; NAVD 1988.
Contour Interval : Two Feet.
15. Property is situated in flood zone AE (el. 11) and Zone 'X' (areas determined to be outside the 0.2% annual chance floodplain) as shown on F.I.R.M., Panel 09001C0551F, effective June 18, 2010.
16. Coverage Calculations :

Total Lot Area =	80,652 Sq. Ft.
Wetland Area =	0 Sq. Ft.
Steep Slope Area =	1,315 Sq. Ft. x 0.80 = 1,052 Sq. Ft.
Net Lot Area =	79,600 Sq. Ft.
Driveway Area =	3,880 Sq. Ft.
Building Area =	2,585 Sq. Ft.
Total Lot Coverage =	6,465 Sq. Ft. = 8.12%

Maximum Allowable Lot Coverage = 79,600 Sq. Ft. x 25% = 19,900 Sq. Ft.

MAP SHOWING
EQUAL AREA EXCHANGE
 BETWEEN
BARBARA NASH
 AT
14 MANITOU ROAD
 AND
THE TOWN OF WESTPORT
 AT
260 COMPO ROAD SOUTH
WESTPORT ~ CONNECTICUT
SCALE : 1" = 30'
MAY 14, 2012
LEONARD SURVEYORS, LLC

PROPERTY LOCATION
 MAP ID: C04/001/000 / Account # 29125 Bldg Name: State Use: 939
 Bldg #: 1 of 10 Sec #: 1 of 12 Card 1 of 12 Print Date: 06/25/2012 12:52

TOPO
 UTILITIES
 STRT./ROAD
 LOCATION

SUPPLEMENTAL DATA
 Other ID: 53050250
 Historic ID: not used
 Census: 505
 Westport Code: J30
 Survey Map
 Survey Map
 GIS ID: C04001000

RECORD OF OWNERSHIP
 WESTPORT TOWN OF
 WESTPORT, CT 06880
 Additional Owners:

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

OTHER ASSESSMENTS

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

EXEMPTIONS

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

ASSESSING NEIGHBORHOOD

Code	Description	Amount	Code	Description	Amount
0001/A	NBHD NAME				
	STREET INDEX NAME				
	TRACING				
	BATCH				

NOTES
 18 HOLE GOLF COURSE

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	7,784,900
Appraised XF (B) Value (Bldg)	48,900
Appraised OB (L) Value (Bldg)	3,116,200
Appraised Land Value (Bldg)	25,342,500
Special Land Value	0
Total Appraised Parcel Value	39,644,700

Valuation Method: C
 Adjustment:

NET TOTAL APPRAISED PARCEL VALUE
 39,644,700

Property Location: 260 COMPO RD S
 MAP ID: C04 / 001/000 /
 Bldg Name: State Use: 939
 Bldg #: 1 of 10 Bldg # 1 of 12
 Card 2 of 12
 Print Date: 06/25/2012 12:52

CURRENT OWNER
 WESTPORT, CT
 6158

UTILITIES
 TOPO. STRT/ROAD LOCATION

SUPPLEMENTAL DATA
 Other ID: 53050250

RECORD OF OWNERSHIP
 GIS ID: C0-4001000
 ASSOC PID#

Yr	Code	Assessed Value	Yr	Code	Assessed Value	Yr	Code	Assessed Value
Total: 39,644,700			Total: 27,751,400			Total: 0		

EXEMPTIONS

Type	Description	Amount	Code	Description	Amount	Code	Description	Amount
Total: 0								

ASSESSING NEIGHBORHOOD
 STREET INDEX NAME: TRACING
 BATCH

NOTES

OTHER ASSESSMENTS

Yr	Code	Assessed Value	Yr	Code	Assessed Value	Yr	Code	Assessed Value
Total: 0			Total: 0			Total: 0		

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	7,784,900
Appraised XF (B) Value (Bldg)	48,900
Appraised OB (L) Value (Bldg)	3,116,200
Appraised Land Value (Bldg)	25,342,500
Special Land Value	0
Total Appraised Parcel Value	39,644,700

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
Total Appraised Parcel Value: 39,644,700								

LAND LINE VALUATION SECTION

Use Description	Zone D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes- Adj.	Special Pricing	Adj. Unit Price	Land Value
Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC														

VISIT/CHANGE HISTORY

Date	Type	IS	ID	Cd	Purpose/Result
Total Land Value: 0					

This signature acknowledges a visit by a Data Collector or Assessor

CURRENT OWNER		UTILITIES		STRT/ROAD		LOCATION	
TOWN OF WESTPORT						6158 WESTPORT, CT	
6158 WESTPORT, CT		53050250		SUPPLEMENTAL DATA		VISION	

RECORD OF OWNERSHIP		GIS ID: C04001000		ASSOC PID#	
BK-VOL/PAGE		SALE DATE		SALE PRICE V.C.	

EXEMPTIONS		OTHER ASSESSMENTS	
Type	Description	Code	Description
TOTAL		TOTAL	

ASSESSING NEIGHBORHOOD		TRACING	
NBHD/SUB	STREET INDEX NAME	BATCH	
0001/A			

NOTES	
This signature acknowledges a visit by a Data Collector or Assessor	

APPRaised VALUE SUMMARY	
Appraised Bldg. Value (Card)	7,784,900
Appraised XF (B) Value (Bldg)	48,900
Appraised OB (L) Value (Bldg)	3,116,200
Appraised Land Value (Bldg)	25,342,500
Special Land Value	0
Total Appraised Parcel Value	39,644,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	39,644,700

BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Description

LAND LINE VALUATION SECTION															
Use Code	Use Description	Zone D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value

Total Card Land Units:														0.00	AC	Parcel Total Land Area:		168.95	AC
Total Land Value:																		0	

CURRENT OWNER		TOPQ	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT		6158 WESTPORT, CT	
Type	Description					Code	Appraised Value	Assessed Value	
	STPORT TOWN OF			1 Public		13	1,138,200	796,700	
	NGSHORE					21	25,342,500	17,739,800	
	MYRTLE AVE					22	10,047,800	7,033,500	
	STPORT, CT 06880					25	3,116,200	2,181,400	
litional Owners:									

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/M	V/I	SALE PRICE	V.C.
STPORT TOWN OF		172/ 585	04/14/1960	U	I	0	29

EXEMPTIONS		Amount	Description	Code	Number	Comm. Int.
Total:						

OTHER ASSESSMENTS		Amount	Description	Code	Number	Comm. Int.
Total:						

ASSESSING NEIGHBORHOOD		STREET INDEX NAME	TRACING	BATCH
NBHD/ SUB	0001/A			

MINISTRATIVE BLDG		RINKLERS IN BOILER RM	
Appraised Bldg. Value (Card)	1,049,700	Appraised XF (B) Value (Bldg)	1,100
Appraised OB (L) Value (Bldg)	0	Appraised Land Value (Bldg)	0
Special Land Value	0	Total Appraised Parcel Value	39,644,700
Valuation Method:	C	Adjustment:	0
Net Total Appraised Parcel Value	39,644,700		

BUILDING PERMIT RECORD		Amount	Insp. Date	% Comp.	Date Comp.	Comments
Permit ID	Issue Date	Type	Description			

VISIT/CHANGE HISTORY		Date	Type	IS	ID	Cd.	Purpose/Result
5/26/2010	J	11	QC - Check/Field Review				
9/8/2005	DH	00	Measured/No Interior Ins				
9/8/2005	DH	01	Measured/No Interior Ins				
8/22/2005	HH	01	Measured/No Interior Ins				

LAND LINE VALUATION SECTION		Unit Price	Units	Depth	Frontage	Zone D	Use Description
0.00	AC	0.00	0.00			AAA	Mun Park Bldg
Total Card Land Units:		0.00	AC	Parcel Total Land Area:	168.95	AC	
Total Land Value:							

VISION

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	1,049,700
Appraised XF (B) Value (Bldg)	1,100
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	39,644,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	39,644,700

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

LAND LINE VALUATION SECTION

Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes- Adj.	Special Pricing	Adj. Unit Price	Land Value
939	Mun Park Bldg	AAA				0.00	AC	0.00	1.00	5	1.00	0.00				0
Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC																
Total Land Value:																

TOPO	UTILITIES	STRT/ROAD	LOCATION	DESCRIPTION	Code	Appraised Value	Assessed Value
		Public		EX RS DWL	13	1,138,200	796,700
				EX COM LN	21	25,342,500	17,739,800
				EX COM BL	22	10,047,800	7,033,500
				EX CM OTB	25	3,116,200	2,181,400

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	Q/M	W/I	SALE PRICE	V.C.
STPORT TOWN OF	172/585	04/14/1960	U	I	0	29

EXEMPTIONS	Amount	Code	Description	Number	Amount	Comm. Int.

ASSESSING NEIGHBORHOOD	STREET INDEX NAME	TRACING	BATCH
0001/A			

NOTES
SHOP/ FIRST TEE DRAGE GAR FOR GOLF CARTS/ N+WOMENS LOCKER RMS/PRO SHOP

EXEMPTIONS	Amount	Code	Description	Number	Amount	Comm. Int.

BUILDING PERMIT RECORD	Amount	Insp. Date	% Comp.	Date Comp.	Comments

LAND LINE VALUATION SECTION	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	Adj. Unit Price	Land Value
Mun Park Bldg	AAA				0.00	AC	0.00	1.00	5	1.00	0.00				0

APPRaised VALUE SUMMARY	Appraised Bldg. Value (Card)	Appraised XF (B) Value (Bldg)	Appraised OB (L) Value (Bldg)	Appraised Land Value (Bldg)	Special Land Value	Total Appraised Parcel Value
	270,300	0	0	0	0	39,644,700

VISIT/ CHANGE HISTORY	Date	Type	IS	ID	Cd	Purpose/Result
	5/26/2010			J	11	QC - Check/Field Review
	9/8/2005	1		DH	00	Measur-Listed
	9/8/2005	1		DH	01	Measured/No Interior Ins
	8/22/2005	1		HH	01	Measured/No Interior Ins

OTHER ASSESSMENTS	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
	2011	13	796,700	2010	13	796,700
	2011	21	17,739,800	2010	21	7,095,900
	2011	22	7,033,500	2010	22	7,033,500
	2011	25	2,181,400	2010	25	2,181,400
Total:			27,751,400			27,751,400

PREVIOUS ASSESSMENTS (HISTORY)	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
	2011	13	796,700	2010	13	796,700
	2011	21	17,739,800	2010	21	7,095,900
	2011	22	7,033,500	2010	22	7,033,500
	2011	25	2,181,400	2010	25	2,181,400
Total:			27,751,400			27,751,400

This signature acknowledges a visit by a Data Collector or Assessor
 VISION
 6158 WESTPORT, CT

NET TOTAL APPRAISED PARCEL VALUE	39,644,700

CURRENT OWNER
 WESTPORT TOWN OF
 WESTPORT, CT 06880
 Additional Owners:

TOPO.
 1 Public

UTILITIES
 53050250
 Other ID: 505
 Historic ID: J30
 Census: Survey Map
 Survey Map: G/S ID: C04001000

STRT./ROAD
 1 Public

SUPPLEMENTAL DATA
 not used
 NOTICE Section
 CB Letter
 ASSOC PID#

LOCATION
 6158
 WESTPORT, CT

RECORD OF OWNERSHIP
 WESTPORT TOWN OF

BK-VOL/PAGE 172/585
SALE DATE 04/14/1960
U 1
SALE PRICE 0

EXEMPTIONS
 Total: 27,751,400

OTHER ASSESSMENTS
 Amount Number Comm. Int.

ASSESSING NEIGHBORHOOD
 STREET INDEX NAME TRACING BATCH

NOTES
 ILION-CONCESSIONS-RENTALS
 (ITES)- OFFICE
 NIS COURT IS TURNED INTO
 PING RINK IN WINTER

APPRaised VALUE SUMMARY
 Appraised Bldg. Value (Card) 332,700
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 0
 Special Land Value 0
 Total Appraised Parcel Value 39,644,700
 Valuation Method: C
 Adjustment: 0

NET Total Appraised Parcel Value 39,644,700

BUILDING PERMIT RECORD
 Amount Insp. Date % Comp. Date Comp. Comments

VISIT/CHANGE HISTORY
 Date Type IS ID Cd Purpose/Result
 5/26/2010 J 11 OC - Check/Field Review
 9/8/2005 DH 00 Measured/No Interior Ins
 9/8/2005 DH 01 Measured/No Interior Ins
 8/22/2005 HH 01 Measured/No Interior Ins

LAND LINE VALUATION SECTION
 Zone D AAA
 Frontage 0.00 AC
 Depth 0.00 AC
 Units 0.00 AC
 Unit Price
 I. Factor 1.00
 S.A. 5
 C. Factor 1.00
 ST. Idx 1.00
 Adj. 0.00
 Notes- Adj. Special Pricing
 Adj. Unit Price Land Value 0

Total Card Land Units: 0.00 AC
Parcel Total Land Area: 168.95 AC
Total Land Value: 0

Current Owner: WESTPORT TOWN OF MYRTLE AVE
 WESTPORT, CT 06880
 Additional Owners:

TOPO: UTILITIES: STRT. ROAD: LOCATION: 1 Public
 SUPPLEMENTAL DATA: Other ID: 53050250, Historic ID: 505, Census: WestportCode J30, Survey Map: Survey Map, GIS ID: C04001000

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400	Total:		27,751,400

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400	Total:		27,751,400

RECORD OF OWNERSHIP: WESTPORT TOWN OF
 BK-VOL/PAGE: 172/585
 SALE DATE: 04/14/1960
 SALE PRICE: \$0
 V.C. 0 29
 U 1

EXEMPTIONS: Amount, Code, Description, Number, Amount, Comm. Int.

ASSESSING NEIGHBORHOOD: NBHD NAME, STREET INDEX NAME, TRACING, BATCH

NOTES: WIN

APPROXIMATE VALUE SUMMARY: Appraised Bldg. Value (Card) 111,200, Appraised XF (B) Value (Bldg) 0, Appraised OB (L) Value (Bldg) 0, Appraised Land Value (Bldg) 0, Special Land Value 39,644,700, Total Appraised Parcel Value 39,644,700, Valuation Method: C, Adjustment: 0

Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments
5/26/2010	J			9/8/2005			QC - Check/Field Review
9/8/2005	DH			9/8/2005			Measured/No Interior Ins
8/22/2005	HH			8/22/2005			Measured/No Interior Ins

Zone ID	Use Description	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value
AAA	Mun Bldg Res	0.00	AC	0.00	AC	1.00	5	1.00		0.00				0
Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC														
Total Land Value: 0														

VISION

6158 WESTPORT, CT

NET TOTAL APPRAISED PARCEL VALUE: 39,644,700

CURRENT OWNER
 STPORT TOWN OF
 WSHORE
 MYRTLE AVE
 STPORT, CT 06880
 itional Owners:

UTILITIES
 1 Public

STREET/ROAD
 1 Public

LOCATION

SUPPLEMENTAL DATA
 Other ID: 53050250
 Historic ID: not used
 Census: 505
 WestportCode: J30
 Survey Map
 Survey Map
 GIS ID: C04001000

RECORD OF OWNERSHIP
 STPORT TOWN OF

SALE DATE 04/14/1960
SALE PRICE \$0

SALE PRICE V.C. 0

ASSOC PID#

EXEMPTIONS

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
OTHER ASSESSMENTS								
EXEMPTIONS								
ASSESSING NEIGHBORHOOD								
STREET INDEX NAME TRACING								
BATCH								
NOTES								
FRANCE GAINED TO THIS BLDG								
OWN								
INSULATION								
S=LOW HEADROOM USED FOR STORAGE								

RECORD OF OWNERSHIP

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
EXEMPTIONS								
OTHER ASSESSMENTS								
EXEMPTIONS								
ASSESSING NEIGHBORHOOD								
STREET INDEX NAME TRACING								
BATCH								
NOTES								
FRANCE GAINED TO THIS BLDG								
OWN								
INSULATION								
S=LOW HEADROOM USED FOR STORAGE								

CURRENT ASSESSMENT

Description	Code	Appraised Value	Assessed Value
EX RS DWL	13	1,138,200	796,700
EX COM LN	21	25,342,500	17,739,800
EX COM BL	22	10,047,800	7,033,500
EX CM OTB	25	3,116,200	2,181,400
Total		39,644,700	27,751,400

PREVIOUS ASSESSMENTS HISTORY

Yr	Code	Assessed Value	Yr	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card)	140,900
Appraised XF (B) Value (Bldg)	2,300
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	0
Special Land Value	0
Total Appraised Parcel Value	39,644,700
Valuation Method:	C
Adjustment:	0
Net Total Appraised Parcel Value	39,644,700

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/CHANGE HISTORY

Date	Type	IS	ID	Cd	Purpose/Result
5/26/2010	1		J	11	QC - Check/Field Review
9/8/2005	1		DH	00	Measure/Listed
8/22/2005	1		DH	01	Measured/No Interior Ins
			HH	01	Measured/No Interior Ins

LAND LINE VALUATION SECTION

Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes- Adj.	Special Pricing	Adj. Unit Price	Land Value
923	Mun Bldg Res	AAA		0.00	AC		0.00	1.00	5	1.00		0.00				0
Total Card Land Units: 0.00 AC																
Parcel Total Land Area: 168.95 AC																
Total Land Value: 0																

CURRENT OWNER
 WESTPORT TOWN OF
 WESTPORT, CT 06880
 Additional Owners:

UTILITIES
 1 Public

STRT/ROAD
 1 Public

TOPO
 53050250
 Historic ID
 Census 505
 WestportCode J30
 Survey Map
 Survey Map
 G/S ID: C04001000

LOCATIONS
 6158
 WESTPORT, CT

ASSESSMENT
 Code Description Appraised Value Assessed Value
 13 EX RS DWL 1,138,200 796,700
 21 EX COM LN 25,342,500 17,739,800
 22 EX COM BL 10,047,800 7,033,500
 25 EX CM OTB 3,116,200 2,181,400

SUPPLEMENTAL DATA
 Not used S
 NOTICE Section CB Letter
 ASSOC PID#

RECORD OF OWNERSHIP

BK-VOL/PAGE	SALE DATE	U/V	SALE PRICE	V.C.
172/585	04/14/1960	U	1	0

PREVIOUS ASSESSMENTS (HISTORY)

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2011	13	796,700	2010	13	796,700
2011	21	17,739,800	2010	21	17,739,800
2011	22	7,033,500	2010	22	7,033,500
2011	25	2,181,400	2010	25	2,181,400
Total:		27,751,400	Total:		27,751,400

EXEMPTIONS

Type	Description	Amount	Comm. Int.
Total:			

OTHER ASSESSMENTS

Number	Amount	Comm. Int.
Total:		

ASSESSING NEIGHBORHOOD

NBHD/ SUB 0001/A
 STREET INDEX NAME TRACING
 BATCH

NOTES

Appraised Bldg. Value (Card) 167,300
 Appraised XF (B) Value (Bldg) 2,300
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 0
 Special Land Value 0
 Total Appraised Parcel Value 39,644,700
 Valuation Method: C
 Adjustment: 0

APPRaised VALUE SUMMARY

Net Total Appraised Parcel Value 39,644,700

BUILDING PERMIT RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

VISIT/CHANGE HISTORY

Date	Type	IS	ID	Cd	Purpose/Result
5/26/2010	1	J		11	QC - Check/Field Review
9/8/2005	1	DH		00	Measure-Listed
9/8/2005	1	DH		01	Measured/No Interior Ins
8/22/2005	1	HH		01	Measured/No Interior Ins

LAND LINE VALUATION SECTION

Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value
923	Mun Bldg Rcs	AAA		0.00	AC	0.00	0.00	1.00	5	1.00	1.00	0.00				0
Total Card Land Units: 0.00 AC																
Parcel Total Land Area: 168.95 AC																
Total Land Value: 0																

TOPO	UTILITIES	STRT. ROAD	LOCATION	DESCRIPTION	ASSESSED VALUE
		1 Public		EX RS DWL	796,700
				EX COM LN	17,739,800
				EX COM BL	7,033,500
				EX CM OTB	2,181,400
SUPPLEMENTAL DATA Other ID: 53050250 not used S Historic ID: 505 NOTICE Census: 505 Section Westport Code: J30 CB Letter Survey Map GIS ID: C04001000 ASSOC PID#					

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	U/I	SALE PRICE	V.C.
STP TOWN OF WESTPORT, CT		172/585	04/14/1960	U	1	0 29

OTHER ASSESSMENTS		
Year	Description	Amount
2011	13	796,700
2011	21	17,739,800
2011	22	7,033,500
2011	25	2,181,400
Total:		27,751,400

This signature acknowledges a visit by a Data Collector or Assessor

EXEMPTIONS		
Year	Description	Amount
TOTAL: 27,751,400		

ASSESSING NEIGHBORHOOD	
NBHD/SUB	STREET INDEX NAME
0001/A	BATCH

APPRAISED VALUE SUMMARY												
Appraised Bldg. Value (Card)			557,700									
Appraised XF (B) Value (Bldg)			2,500									
Appraised OB (L) Value (Bldg)			0									
Appraised Land Value (Bldg)			0									
Special Land Value			0									
Total Appraised Parcel Value			557,700									
Valuation Method:			C									
Adjustment:			0									
Net Total Appraised Parcel Value			39,644,700									

BUILDING PERMIT RECORD												
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	ID	Purpose/Result
939		Mun Park Bldg							5/26/2010	J	11	QC - Check/Field Review
									9/8/2005	DH	00	Measure+Listed
									9/8/2005	DH	01	Measured/No Interior Ins
									8/22/2005	HH	01	Measured/No Interior Ins

LAND LINE VALUATION SECTION												
Use Code	Description	Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.
939	Mun Park Bldg	AAA				0.00 AC	0.00	1.00	5	1.00		0.00

Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC Total Land Value: 0

TOPO	UTILITIES	STRT/ROAD	LOCATION	DESCRIPTION	Code	Appraised Value	Assessed Value
		1 Public		EX RS DWL	13	1,138,200	796,700
				EX COM LN	21	25,342,500	17,739,800
				EX COM BL	22	10,047,800	7,033,500
				EX CM OTB	25	3,116,200	2,181,400
SUPPLEMENTAL DATA							
Other ID:	53050250						
Historic ID	S						
Census	NOTICE						
WestportCode	Section						
Survey Map	CB Letter						
Survey Map	ASSOC PID#						
GIS ID:	C04001000						

BK-VOL/PAGE	SALE DATE	Q4	M	SALE PRICE	V.C.
172/585	04/14/1960	U	1	0	29

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	
2011	13	796,700	2010	13	796,700	2010	13	796,700	
2011	21	17,739,800	2010	21	17,739,800	2010	21	17,739,800	
2011	22	7,033,500	2010	22	7,033,500	2010	22	7,033,500	
2011	25	2,181,400	2010	25	2,181,400	2010	25	2,181,400	
PREVIOUS ASSESSMENTS (HISTORY)									
Total:					27,751,400	Total: 27,751,400			

Yr.	Code	Amount	Number	Comm. Int.
OTHER ASSESSMENTS				
Total:				

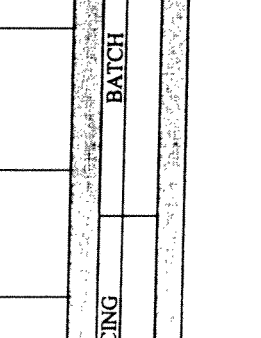
NBHD/ SUB	NBHD NAME	STREET INDEX NAME	BATCH
0001/A		TRACING	

Amount	Description	Code
EXEMPTIONS		
Total:		

Amount	Description	Insp. Date	% Comp.	Date Comp.	Comments
BUILDING PERMIT RECORD					
Total:					

Zone	D	Frontage	Depth	Units	Unit Price	I. Factor	S.A.	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	Adj. Unit Price	Land Value
923	Mun Bldg Res	AAA		0.00 AC	0.00	1.00	0	1.00	0	0.00				0
LAND LINE VALUATION SECTION														
Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC														
Total Land Value: 0														

Net Total Appraised Parcel Value: 39,644,700
 Appraised Bldg. Value (Card): 570,800
 Appraised XF (B) Value (Bldg): 0
 Appraised OB (L) Value (Bldg): 0
 Appraised Land Value (Bldg): 0
 Special Land Value: 0
 Total Appraised Parcel Value: 39,644,700
 Valuation Method: C
 Adjustment: 0



This signature acknowledges a visit by a Data Collector or Assessor
APPRAISED VALUE SUMMARY
 Appraised Bldg. Value (Card) 570,800
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 0
 Special Land Value 0
 Total Appraised Parcel Value 39,644,700
 Valuation Method: C
 Adjustment: 0

TOPO	UTILITIES	STRT/ROAD	LOCATION
		Public	

CURRENT OWNER	STRT/ROAD	LOCATION
STPORT TOWN OF NGSHORE MYRTLE AVE		

Supplemental Data
Other ID: 53050250 Historic ID Census 505 Westport Code J30 Survey Map Survey Map GIS ID: C04001000

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	V.C.
STPORT TOWN OF	172/585	04/14/1960	U	I	0	29

EXEMPTIONS	OTHER ASSESSMENTS
Year	Amount
	Comm. Int.

ASSESSING NEIGHBORHOOD	STREET INDEX NAME	TRACING	BATCH
0001/A			

NOTES
Appraised Bldg. Value (Card) Appraised XF (B) Value (Bldg) Appraised OB (L) Value (Bldg) Appraised Land Value (Bldg) Special Land Value Total Appraised Parcel Value Valuation Method: Adjustment:

APRAISED VALUE SUMMARY
Appraised Bldg. Value (Card) 143,400 Appraised XF (B) Value (Bldg) 0 Appraised OB (L) Value (Bldg) 0 Appraised Land Value (Bldg) 0 Special Land Value 0 Total Appraised Parcel Value 39,644,700 Valuation Method: C Adjustment: 0

BUILDING PERMIT RECORD	ISSUE DATE	DESCRIPTION	AMOUNT	INSPI. DATE	% COMP.	DATE COMP.	COMMENTS
923 Mun Bldg Res							

LAND LINE VALUATION SECTION
Zone D AAA Frontage 0.00 AC Depth Units 0.00 AC Unit Price I. Factor 1.00 S.A. 0 C. Factor 1.00 ST. Idx Adj. 0.00 Notes- Adj. Special Pricing Adj. Unit Price Land Value 0 Total Card Land Units: 0.00 AC Parcel Total Land Area: 168.95 AC Total Land Value: 0

VISIT/CHANGE HISTORY
Date 5/26/2010 Type 1 ID J IS DH Cd 11 Purpose/Result QC - Check/Field Review Measur+Listed Measured/No Interior Ins Measured/No Interior Ins

CURRENT ASSESSMENT
Code 13 Description EX RS DWL Appraised Value 1,138,200 Assessed Value 796,700

PREVIOUS ASSESSMENTS (HISTORY)
Yr. Code 2011 13 Assessed Value 17,739,800 Yr. Code 2010 21 Assessed Value 7,033,500 Yr. Code 2011 22 Assessed Value 2,181,400 Yr. Code 2010 25 Assessed Value 2,181,400

VISION
6158 WESTPORT, CT



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

ITEM
12

June 25, 2012

Gordon F. Joseloff
First Selectman
Town Hall
110 Myrtle Avenue
Westport, CT 06880

RECEIVED
JUN 26 2012
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear Mr. Joseloff:

The Parks and Recreation Department respectfully request that the three attached leases between the Town of Westport and Joseph C. Romeo Jr. be submitted to the Board of Finance for review and recommendation in accordance with Section C6-2 of the Westport Charter.

Sincerely,

Stuart S. McCarthy
Director of Parks and Recreation

SSMcC:sk

cc: Gary Conrad

Approved for submission to the
Board of Finance (7/11/12)

Gordon F. Joseloff
First Selectman



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

To: Board of Finance

From: Stuart McCarthy

Date: June 25, 2012

Re: Concession Leases

I have presented for your review and recommendation three concession leases with Joe Romeo. The leases have been prepared by the Town Attorney's office and have been recommended for approval by the Parks and Recreation Commission. The leases are subject to approval of the Board of Selectmen.

Joe Romeo has been a concessionaire for the Parks and Recreation Department since 1986 and currently operates all three food concessions. The Halfway House lease and the Longshore Pavilion lease have expired and are operating based on the expired leases adjusted for CPI. The Compo lease is in its final year. The Compo lease includes a renewal clause and the Town has opted to negotiate all the agreements with Mr. Romeo based on his 25 year record of outstanding performance.

Attached please find copies of all three agreements. In summary the leases continue with the existing rate schedule through 2012, escalate by 5% for the 2013 season and then increase by a CPI adjustment each following year and terminate at the end of the 2017 beach season.

Other items of note:

- Compo lease calls for \$20,000 in capital improvements by the concessionaire during the course of the agreement.
- Compo lease includes parties agreeing to negotiate in good faith regarding additional maintenance and custodial services to be transferred to the concessionaire.
- Concessionaire agrees to maintain the brick pavilion area as well as the boardwalk area directly in front to the concession.
- Halfway House includes concessionaire maintaining the restrooms at that location.

I have also attached a list provided by Mr. Romeo of Westport community organizations that he has served as well as a list of other area beach concession rates from surrounding communities.

In addition to the Town Attorney's office, Gordon Joseloff, First Selectman, Gary Conrad, Finance Director and Mike Rea, Board of Finance Member, have been involved in the discussions and negotiations regarding these leases.

SsMC/sk

Joey's by the Shore Community Giveback Mission

As a local, owner-operated small business, Joey's by the Shore has always taken great pride in giving back the Westport community. This includes monetary charitable donations, volunteering at local events, and general acts of goodwill. Our mission is to continually enhance the town and support its residents.

The following is a sample of the various organizations and local events Joey's by the Shore and its staff has continually supported through the years, many on an annual basis.

- Castles in the Sand
- Coleytown Middle School PTA
- Compo Beach Improvement Association
- Compo Beach Playground Committee
- Compo Beach Skate Park
- Connecticut Fire Marshalls Association
- Friends of Westport Parks & Recreation
- Greens Farms Academy PTA
- Interfaith Housing Association
- jUNe Day
- Levitt Pavilion
- Long Lots Elementary School PTA
- Longshore Golf Course Men's Association
- Homes with Hope
- Kiwanis Triathlon
- Minuteman Race
- Project Return
- R.E.S.P.E.C.T.
- Rotary International
- Saugatuck Nursery School
- Staples High School Gridiron Club
- Staples High School PTA
- Staples High School Post-Graduation Committee
- Staples High School Post-Prom Committee
- Swim Across the Sound
- The Staples Players
- The United Way
- Westport/Weston Health District Advisory Board
- Westport Chamber of Commerce
- Westport PAL
- Westport Parks & Recreation Basketball
- Westport Parks & Recreation Junior Golf League
- Westport Rotary
- Westport Soccer Association
- Westport Women's Club
- Westport Young Women's League

The following are examples of acts of goodwill performed by Joey's by the Shore.

- After fire damaged the Longshore Halfway House, temporary operations were up and running only two days later; maintained this temporary operation at own expense for nearly a decade
- Lead designer of the kitchen for the new Longshore Halfway House; serving as purchasing agent for kitchen equipment
- Held price of ice cream for Camp Compo campers at \$1.00 for 25 years
- Since its inception, Joey's by the Shore has fully staffed and donated all food, and now Ice Cream for the Longshore Family Tennis Festival
- Provided all food & staff for golf tournament luncheon in support of Parks & Recreation Basketball
- Created and manage a widely-popular house account program; customers are able to run a monthly tab without carrying their wallets to the beach or Longshore; embraced by nearly 500 families who pay online monthly or via check

COMPO

2012 \$80,586.00

Longshore Pavillion

2012 \$32,456.00

Halfway House

2012 \$8,346.00

Total to Town

2012 \$121,388.00

1. Island Beach / \$12,000 per yr for 2 years plus 3 potential option years with no increases.
2. Greenwich Point 2 Concessions \$78,600 per year for 2 years plus 3 potential option years with no increases.
3. Byram Shore \$3525 per year for 2 years plus 3 potential option years with 5% increase
4. Penfield Pavillion :Incudes Private Party area with full kitchen.
2012 \$49,000
2013 \$47,000
5. Jennings
2012 \$20,400
2013 \$21,400
2014 \$22,400

**FOOD AND BEVERAGE CONCESSION AND LEASE
PAVILION AT COMPO BEACH**

This Food and Beverage Concession and Lease is dated as of July ____, 2012 by and between the TOWN OF WESTPORT (the "Town") and JOSEPH C. ROMEO, JR. d/b/a Joey's By The Shore (the "Tenant").

1. **The Premises.** The Town hereby leases to the Tenant the kitchen, food preparation and patron service areas situated in the facility known as the Pavilion at Compo Beach, Westport, Connecticut (the "Premises"). The Premises are more particularly shown on Schedule A.
2. **Definitions.**
 - a. "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.
 - b. "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the New York, Northern New Jersey and Long Island (NY-NJ-CT-PA) Region (1982-1984 = 100).
 - c. "Effective Date" means July ____, 2012.
 - d. "Lease" means this Food and Beverage Concession and Lease.
 - e. "Lease Year" means December 1 through November 30.
 - f. "Prior Lease" means that certain Commercial Lease between the Town and the Tenant dated November 1, 2007.
 - g. "Beach Season" means April 15 through and including October 31.
3. **The Term.** Unless sooner terminated pursuant to the provisions of this Lease, the term of this Lease shall begin on the Effective Date and end on November 30, 2017 (the "Term").
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. **Prior Lease.** Prior to the Effective Date, Tenant occupied the Premises under the Prior Lease. This Lease supersedes the Prior Lease in all respects.
6. **Rent.** For the privilege of operating the Concession at the Premises, Tenant shall pay rent as follows. For the Lease Year commencing December 1, 2011, Tenant will pay rent in the amount of \$80,586.00. For the Lease Year commencing December 1, 2012, Tenant will pay rent in the amount of \$84,596.40. For each subsequent Lease Year of the Term, the rent shall be adjusted to reflect the percent change in the CPI. The percent change in the CPI shall be measured each July by reference to the CPI for the preceding July. On or before each September 15 (beginning with September 15, 2013) the Town shall deliver Notice to the Tenant of the percent change in the CPI and the new rent applicable for the new Lease Year. Notwithstanding anything herein to the contrary, the percent change in the CPI shall not cause the rent to decrease from one Lease Year to the next.
7. **Payment of Rent.** Rent for each Lease Year shall be due in three (3) equal installments on May 1st, June 15th and August 1st.
8. **Option to Extend.** The Tenant shall have the option to extend the Term of this Lease and the Concession for one five (5) year period, beginning December 1, 2017 subject to such conditions as are mutually agreed upon by the Town and the Tenant.
9. **Exclusive Vendor Rights.**
 - a. During the Term and within 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, candy or the Ancillary Items described in Paragraph 12(j)(i) through and including 12(j)(v).
 - b. As of the date of this Lease, the exclusive vendor rights granted under Paragraph 9(a) do not apply to any Ancillary Items described in Paragraph 12(j)(vi). The Town's Director of Parks and Recreation may, in his 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 9(a) and the Ancillary Items to which exclusive vendor rights apply.
 - c. Notwithstanding Paragraph 9(a), the Town may, in its discretion, authorize: (a) private parties on Compo Beach to be professionally catered; and (b) beverage vending machines located at the marina.
10. **Default.** If Tenant: (a) fails to pay any installment of rent within ten (10) days of the due date; (b) receives a second Notice in any one Beach Season of violation of the Continuous Operations Covenant (defined in Paragraph 12(e)); 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 rent 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.

11. **Tenant's Obligations.** In addition to the obligation to pay rent, Tenant shall have the following obligations.

- a. Each Lease Year, all interior surfaces of the Premises will be redecorated and repainted.
- b. The Tenant will, 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. If modifications to the Premises become necessary to comply with any federal, state or local regulations related to accommodations for the disabled, the Tenant shall be responsible for the first five thousand dollars (\$5,000) of the cost of those modifications. To the extent that the cost of those modifications exceeds five thousand dollars (\$5,000), then the Town and Tenant shall share the costs equally.
- d. The Tenant shall commit no waste, 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 date of this Lease, reasonable wear and tear excepted.
- e. The Tenant shall install and maintain, at the Tenant's sole expense, adequate freezer and refrigeration equipment to insure the freshness of all food served and as required to meet Health Department regulations.
- f. All beef sold by Tenant on the Premises shall be "one hundred percent USDA Choice".
- g. Tenant shall provide routine cleaning, maintenance and repair of the hood and ansul system at the Premises.
- h. Tenant will make the following improvements and upgrades to the Premises before December 31, 2013: (i) Replacement of existing skylights; (ii) Design and installation of one or more windows in the front wall (subject to Tenant obtaining all necessary municipal permits and approvals); and (iii) Replacement of ansul (fire suppression) system. Tenant will deliver copies of all proposed contracts for

the improvement and upgrade work to the Town's Director of Parks and Recreation and Building Superintendent for review and approval before commencement of any improvement or upgrade work. The Town shall not unreasonably withhold or delay its approval of any such proposed contract. It is understood, however, that the Tenant has made a commitment to spend a minimum of \$20,000 on the improvements and upgrades as a whole and the Town may withhold its approval on the grounds that the price of any contract is disproportionate to the value of the services to be performed thereunder or is otherwise likely to interfere with the Tenant's commitment.

- i. Tenant and the Town will, prior to the start of the 2013 Beach Season negotiate in good faith a transfer from the Town to the Tenant of responsibility for maintenance of the building and park area immediately surrounding the Premises in exchange for a reduction in rent.

12. **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 directly behind the Premises 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 as designated by the staff of the Department of Parks and Recreation.
- c. During the Beach Season, the Tenant will be open for business at the Premises for at least the following hours (the "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.
- d. Tenant may, with the written consent of the Department of Parks and Recreation, open the Premises for business at other times of the Lease Year or beyond the Requisite Hours.
- e. Tenant promises to open the Premises for business for the Requisite Hours seven days per week during the Beach Season. That promise is referred to as the "Continuous Operations Covenant". If, during any one Beach 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 deliver Notice of violation of the Continuous Operations Covenant. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to open the Premises for business at any time during which the Town has closed Compo Beach to the public or closure of Tenant's business is necessitated by dangerous weather or interruption of electrical service.

- f. Tenant shall not sell beverages in glass containers.
 - g. 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 each item appearing on the Base Menu will be consistent generally with items sold by year-round Westport restaurants; and (ii) the Base Menu shall be subject to the annual review and approval of the Town. Tenant will deliver to the Director of Parks and Recreation a copy of its proposed Base Menu for each upcoming Beach Season on or before March 1. The Town will not unreasonably withhold or delay its approval of the Base Menu. During the course of a Beach 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 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 \$3.00, then the Tenant may not offer, as a "Special", a four inch hotdog for \$2.00.
 - h. Tenant will use its best efforts to maintain a proper and wholesome atmosphere in and around the Premises.
 - i. Tenant has authorization from the Department of Parks and Recreation to use radios and other musical appliances in connection with Tenant's business operations on the strict condition that Tenant will regulate the volume of those devices so that they cannot be heard by people more than twenty (20) feet from the Premises. Tenant acknowledges that failure to abide by that condition may result in the revocation of that authorization. The installation or use of external loudspeakers is prohibited.
 - j. In addition to fast food and beverages, Tenant may offer for sale at the Premises the following items (the "Ancillary Items"): (i) sunscreens; (ii) towels; (iii) beach toys; (iv) Westport-themed shirts and caps; (v) beach chair and umbrella rentals; and (vi) 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.
13. **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 upon the beach or may temporarily close part or all of Compo Beach. 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.
14. **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.

15. **Trade Fixtures and Other Fixtures.**

- a. Any and all trade fixtures, including, without limitation, cooking equipment, soda fountains, fryolators, frozen drink machines, grills, coffee urns, refrigerators, freezers, ice machines, tables, chairs, counters and countertops that were or 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 those items.
- b. The electric hot water heater, hood, grill, plumbing, insulation, shelving and all other items installed by the Town are the Town's property and the 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.
- c. The Tenant will be responsible, at the 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 the 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 15(a).

16. **Utilities.** The Town will provide water service at the Town's cost for water used at the Premises. The Town will provide for electricity service to the Premises subject to the Tenant's obligation to pay for all electricity consumed at the Premises as follows. If the electricity service account is held in the Town's name, then Tenant shall pay the Town within ten (10) days after Tenant's receipt of each bill from the Town. If the electricity service account is held in the Tenant's name, then the Tenant shall pay the electricity service provider within thirty (30) days after Tenant's receipt of each bill from the electricity service provider. If other utility services are used at the Premises, Tenant will be responsible for paying for the utility services used as follows. If the utility service account is held in the Town's name, then Tenant shall pay the Town within ten (10) days after tenant's receipt of each bill from the Town. If the utility service account is held in the Tenant's name, then Tenant shall pay the utility service provider within thirty (30) days after Tenant's receipt of each bill from the utility service provider.

17. **Insurance.** Tenant shall purchase and maintain for the duration of Tenant's occupancy of the Premises the following insurance.

- a. Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily

injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Tenant.

- b. Commercial Automobile Insurance for any owned automobiles used in the conduct of Tenant's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
 - c. Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.
 - d. Each insurance policy procured by the Tenant under this Lease shall: (i) be underwritten by an insurance company licensed to do business in the State of Connecticut; (ii) name the Town as additional insured; (iii) be underwritten on an occurrence basis; (iv) be primary and shall not contribute in any way to any insurance, deductible or self insured retention carried by the Town; (v) contain contractual liability coverage within the policy form; and (vi) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.
 - e. All deductibles shall be declared and are subject to the approval of the Town.
 - f. Upon signing of this Lease and thereafter, from time to time, within ten (10) days of the Town's request, the Tenant shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require the Tenant to deliver a copy of the policy.
18. **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 the Tenant.
19. **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 the 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.
20. **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 Premises are 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 Premises are totally destroyed or the casualty results in the whole Premises being unusable by the Tenant, as determined by the Town in its sole discretion, then the Town may elect not to repair or rebuild the Premises provided that the Town shall make that decision within: (a) twenty (20) business days, if the casualty occurs during the Beach Season; or (b) prior to April 15, if the casualty occurs outside of the Beach Season, and thereupon this Lease shall be terminated upon the third (3rd) day after the Town delivers Notice to the Tenant of the Town's decision and Tenant shall thereupon vacate the Premises and surrender possession to Town as soon as reasonably possible. If this Lease is terminated pursuant to the preceding sentence and Tenant is not in default under this Lease, then Tenant's liability for rent 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.

21. **Security Deposit.** The Tenant deposited with the Town the sum of \$6,715.50 (i. e., one month's rent for the Lease Year commencing December 1, 2011) 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 the 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 the Tenant set off or apply any part of the Security Deposit against any rent.
22. **Assignment, Sublet and Inspection.** Assignment by Tenant of this Lease or the Concession and subletting the Premises are strictly prohibited. Any attempt to assign this Lease or the Concession or sublet the whole or any part of the Premises without the prior written consent of the Town shall be void. The Town shall have the right to inspect the Premises at any time.
23. **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.
24. **Termination.** If the Town is not satisfied with the performance of the Tenant in operating the Concession, the Town may terminate this Lease for just cause upon delivery of Notice.

25. **Business Manager.** The Tenant covenants and agrees that the 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 the Beach Season to discuss the operation of the Concession.
26. **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); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express). 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 of Westport, Attention: First Selectman, 110 Myrtle Avenue, Westport, CT 06880.

Tenant: Joseph C. Romeo, Jr., 41 Guyer Road, Westport, CT 06880.

27. **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,
JOSEPH C. ROMEO, JR. d/b/a Joey's By The Shore

Signature _____

Date _____

TOWN OF WESTPORT

Signature _____

Name _____

Title _____

Date _____

Approved as to Form:

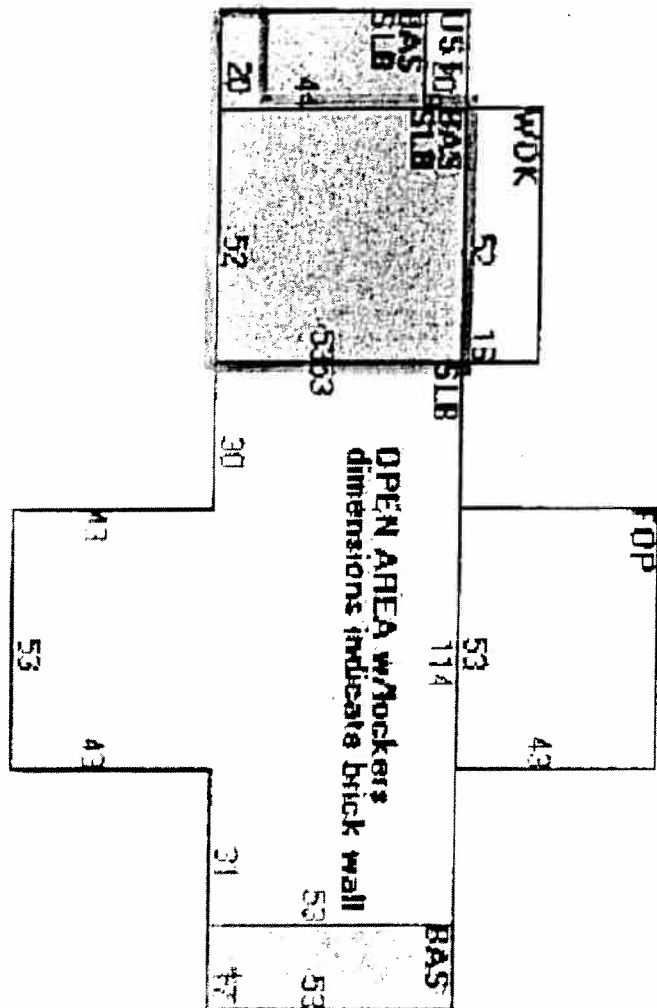
Gail Kelly, Assistant Town Attorney

Approved as to compliance with Chapter 12 of the Charter of the Town of Westport:

Gary Conrad, Finance Director

SCHEDULE A

THE "PREMISES" IS THE AREA WITHIN THE ORANGE LINES



**FOOD AND BEVERAGE CONCESSION AND LEASE
HALFWAY HOUSE AT LONGSHORE CLUB PARK**

This Food and Beverage Concession and Lease is dated as of July ____, 2012 by and between the TOWN OF WESTPORT (the "Town") and JOSEPH C. ROMEO, JR. (the "Tenant").

1. **The Premises.** The Town hereby leases to the Tenant the kitchen, food preparation and patron service areas situated in the facility known as the Halfway House, located at Longshore Club Park, Westport, Connecticut (the "Premises"). The Premises are more particularly shown on Schedule A *[not applicable, the Premises consist of the entire building]*.
2. **Definitions.**
 - a. "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.
 - b. "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the New York, Northern New Jersey and Long Island (NY-NJ-CT-PA) Region (1982-1984 = 100).
 - c. "Effective Date" means July ____, 2012.
 - d. "Lease" means this Food and Beverage Concession and Lease.
 - e. "Lease Year" means December 1 through November 30.
 - f. "Prior Lease" means that certain Lease Agreement between the Town and the Tenant dated April 15, 2007.
 - g. "Golf Season" means April 1 through and including November 30.
3. **The Term.** Unless sooner terminated pursuant to the provisions of this Lease, the term of this Lease shall begin on the Effective Date and end on November 30, 2017 (the "Term").
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. **Prior Lease.** Prior to the Effective Date, Tenant occupied the Premises under the Prior Lease. This Lease supersedes the Prior Lease in all respects.

6. **Rent.** For the privilege of operating the Concession at the Premises, Tenant shall pay rent as follows. For the Lease Year commencing December 1, 2011, Tenant will pay rent in the amount of \$7,746.00. For the Lease Year commencing December 1, 2012, Tenant will pay rent in the amount of \$8,133.30. For each subsequent Lease Year of the Term, the rent shall be adjusted to reflect the percent change in the CPI. The percent change in the CPI shall be measured each July by reference to the CPI for the preceding July. On or before each September 15 (beginning with September 15, 2013) the Town shall deliver Notice to the Tenant of the percent change in the CPI and the new rent applicable for the new Lease Year. Notwithstanding anything herein to the contrary, the percent change in the CPI shall not cause the rent to decrease from one Lease Year to the next.

7. **Payment of Rent.** Rent for each Lease Year shall be due in seven (7) installments as follows:

April 1	5%
May 1	15%
June 1	20%
July 1	20%
August 1	20%
September 1	15%
October 1	5%

8. **Option to Extend.** The Tenant shall have the option to extend the Term of this Lease and the Concession for one five (5) year period, beginning December 1, 2017 subject to such conditions as are mutually agreed upon by the Town and the Tenant.

9. **Exclusive Vendor Rights.**
 - a. During the Term and within Longshore Club Park, 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 date of this Lease, the exclusive vendor rights granted under Paragraph 9(a) do not apply to any Ancillary Items (defined below at Paragraph 12(j)). The Town's Director of Parks and Recreation may, in his 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 9(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 many years;
 - ii. The Town may authorize a food and beverage concession at the Longshore Pavilion located near the swimming pool / ice skating rink. It is noted that a food and beverage concession has operated at the Longshore Pavilion for many years and the Tenant is the current holder of the lease and concession at the Longshore Pavilion; and
 - iii. The Town may authorize beverage vending machines at the marina. It is noted that beverage vending machines have been located at the marina for many years.

10. **Default.** If Tenant: (a) fails to pay any installment of rent within ten (10) days of the due date; (b) receives a second Notice in any one Golf Season of violation of the Continuous Operations Covenant (defined in Paragraph 12(e)); 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 rent 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.

11. **Tenant's Obligations.** In addition to the obligation to pay rent, Tenant shall have the following obligations.

- a. Each Lease Year, all interior surfaces of the Premises will be redecorated and repainted.
- b. The Tenant will, 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. *[Modifications necessary to comply with any federal, state or local regulations related to accommodations for the disabled. This clause intentionally deleted. The Halfway House is newly constructed in 2012.]*

- d. The Tenant shall commit no waste, 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 date of this Lease, reasonable wear and tear excepted.
- e. The Tenant shall install and maintain, at the Tenant's sole expense, adequate freezer and refrigeration equipment to insure the freshness of all food served and as required to meet Health Department regulations.
- f. All beef sold by Tenant on the Premises shall be "one hundred percent USDA Choice".
- g. The Tenant shall provide routine cleaning, maintenance and repair of the hood and ansul system at the Premises.
- h. The Tenant will make the following improvements and upgrades to the Premises before December 31, 2013: None [The Halfway House is newly constructed in 2012]. If the Town authorizes improvements or upgrades to the Premises during the Term, Tenant will deliver copies of all proposed contracts for the improvement and upgrade work to the Town's Director of Parks and Recreation and Building Superintendent for review and approval before commencement of any improvement or upgrade work. The Town shall not unreasonably withhold or delay its approval of any such proposed contract. The Tenant has made a commitment to spend a minimum of \$0.00 on improvements and upgrades during the Term and the Town may withhold its approval on the grounds that the price of any contract is disproportionate to the value of the services to be performed thereunder or is otherwise likely to interfere with the Tenant's commitment.
- i. The Tenant will provide custodial service for the Premises during the Golf Season, including, without limitation, daily cleaning and mopping of the patron service and seating areas and the restrooms and removal of trash from the patron seating areas and restrooms as frequently as necessary to maintain a neat and clean appearance.

12. 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 be open for business at the Premises each day during the Golf Season for at least the following hours (the “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. (full service is not required from 4:30 p.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).
- d. Tenant may, with the written consent of the Department of Parks and Recreation, open the Premises for business at other times of the Lease Year or beyond the Requisite Hours.
- e. Tenant promises to open the Premises for business for the Requisite Hours seven days per week during each Golf Season. That promise is referred to as the “Continuous Operations Covenant”. If, during any Golf 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. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to open the Premises for business at any time during which the Town has closed the golf course to the public or closure of Tenant’s business is necessitated by dangerous weather or interruption of electrical service.
- f. Tenant shall not sell beverages in glass containers.
- g. 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 each item appearing on the Base Menu will be consistent generally with items sold by year-round Westport restaurants; and (ii) the Base Menu shall be subject to the annual review and approval of the Town. Tenant will deliver to the Director of Parks and Recreation a copy of its proposed Base Menu for each upcoming Golf Season on or before March 1. The Town will not unreasonably withhold or delay its approval of the Base Menu. During the course of a Golf 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 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 \$3.00, then the Tenant may not offer, as a “Special”, a four inch hotdog for \$2.00.

- h. Tenant will use its best efforts to maintain a proper and wholesome atmosphere in and around the Premises.
- i. Tenant has authorization from the Department of Parks and Recreation to 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 do not disturb the golfers. Tenant acknowledges that failure to abide by that condition may result in the revocation of that authorization. The installation or use of external speakers is prohibited.
- j. 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").

13. **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 in Longshore Club Park or may temporarily close part or all of 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 Longshore Club Park.

14. **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.

15. **Trade Fixtures and Other Fixtures.**

- a. Any and all trade fixtures and equipment that were or 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.
- b. A list of the equipment and fixtures installed by the Town is attached as Exhibit A. The equipment and fixtures listed on Exhibit A and all other items installed by the Town are the Town's property and the 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.
- c. The Tenant will be responsible, at the 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 the 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 15(a).

16. **Utilities.** The Town will provide water service at the Town's cost for water used at the Premises. Tenant will establish accounts in Tenant's name for electricity service and all other utility services required at the Premises directly with the applicable utility service providers and 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.
17. **Insurance.** Tenant shall purchase and maintain for the duration of Tenant's occupancy of the Premises the following insurance.
 - a. Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Tenant.
 - b. Commercial Automobile Insurance for any owned automobiles used in the conduct of Tenant's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
 - c. Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.
 - d. Each insurance policy procured by the Tenant under this Lease shall: (i) be underwritten by an insurance company licensed to do business in the State of Connecticut; (ii) name the Town as additional insured; (iii) be underwritten on an occurrence basis; (iv) be primary and shall not contribute in any way to any insurance, deductible or self insured retention carried by the Town; (v) contain contractual liability coverage within the policy form; and (vi) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.
 - e. All deductibles shall be declared and are subject to the approval of the Town.
 - f. Upon signing of this Lease and thereafter, from time to time, within ten (10) days of the Town's request, the Tenant shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require the Tenant to deliver a copy of the policy.

18. **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 the Tenant.
19. **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 the 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.
20. **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 Premises are 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 Premises are totally destroyed or the casualty results in the whole Premises being unusable by the Tenant, as determined by the Town in its sole discretion, then the Town may elect not to repair or rebuild the Premises provided that the Town shall make that decision within thirty (30) days and thereupon this Lease shall be terminated upon the third (3rd) day after the Town delivers Notice to the Tenant of the Town's decision and Tenant shall thereupon vacate the Premises and surrender possession to Town as soon as reasonably possible. If this Lease is terminated pursuant to the preceding sentence and Tenant is not in default under this Lease, then Tenant's liability for rent 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.
21. **Security Deposit.** The Tenant has deposited with the Town the sum of \$645.50 (i. e., one month's rent for the Lease Year commencing December 1, 2011) 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 the 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 the Tenant set off or apply any part of the Security Deposit against any rent.

22. **Assignment, Sublet and Inspection.** Assignment by Tenant of this Lease or the Concession and subletting the Premises are strictly prohibited. Any attempt to assign this Lease or the Concession or sublet the whole or any part of the Premises without the prior written consent of the Town shall be void. The Town shall have the right to inspect the Premises at any time.
23. **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.
24. **Termination By Town.** If the Town is not satisfied with the performance of the Tenant in operating the Concession, the Town may terminate this Lease for just cause upon delivery of Notice.
25. **Tenant's Early Termination Option.** The Town grants to the Tenant the right to terminate this Lease effective as of the last day of the 2013-2014 Golf Season (i. e., November 30, 2014) and the last day of each subsequent Golf Season (each an "Early Termination Date"), provided that the Tenant delivers to the Town Notice of the Tenant's intent to terminate the Lease at least six (6) months before the Early Termination Date. If the Tenant exercises its early termination option under this Paragraph, the Landlord shall be entitled to retain - and the Tenant hereby releases all claims to - the Security Deposit. Termination pursuant to this Paragraph automatically terminates the Concession.
26. **Business Manager.** The Tenant covenants and agrees that the 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.
27. **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); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express). 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 of Westport, Attention: First Selectman, 110 Myrtle Avenue, Westport, CT 06880.
- Tenant: Joseph C. Romeo, Jr., 41 Guyer Road, Westport, CT 06880.
28. **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.

In witness whereof, the parties have signed on the dates indicated below.

TENANT,
JOSEPH C. ROMEO, JR.

Signature _____

Date _____

TOWN OF WESTPORT

Signature _____

Name _____

Title _____

Date _____

Approved as to Form:

Gail Kelly, Assistant Town Attorney

Approved as to compliance with Chapter 12 of the Charter of the Town of Westport:

Gary Conrad, Finance Director

EXHIBIT A
LIST OF EQUIPMENT AND FIXTURES INSTALLED BY THE TOWN

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

- Three compartment sink with drain board
- Hand sink
- Beverage – air refrigerated sandwich unit
- Connolly Roll-a-Grill
- Beverage – air refrigerated reach in freezer
- True work top freezer
- Stainless steel work tables
- Metro wire shelving
- Panasonic commercial microwave
- Cadco Convection oven
- Bunn cappuccino/hot chocolate machine
- Bunn coffee brewer
- Hoshizaki ice machine
- 18” Griddle

The following items are anticipated to be provided by food and beverage vendors and remain the property of those vendors.

- Beverage – air refrigerated display case
- True refrigerated display case
- Good Humor/Haagen-Daz self serve ice cream freezer (model to be determined)
- Coke soda fountain (model to be determined)

**FOOD AND BEVERAGE CONCESSION AND LEASE
LONGSHORE PAVILION**

This Food and Beverage Concession and Lease is dated as of July ____, 2012 by and between the TOWN OF WESTPORT (the "Town") and JOSEPH C. ROMEO, JR. (the "Tenant").

1. **The Premises.** The Town hereby leases to the Tenant the kitchen, food preparation and patron service areas situated in the facility known as the Longshore Pavilion, located at Longshore Club Park, Westport, Connecticut (the "Premises"). The Premises are more particularly shown on Schedule A.
2. **Definitions.**
 - a. "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.
 - b. "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the New York, Northern New Jersey and Long Island (NY-NJ-CT-PA) Region (1982-1984 = 100).
 - c. "Effective Date" means July ____, 2012.
 - d. "Lease" means this Food and Beverage Concession and Lease.
 - e. "Lease Year" means September 16 through September 15.
 - f. "Prior Lease" means that certain License Agreement between the Town and the Tenant dated April 1, 2002.
 - g. "Pool Season" means the Saturday before Memorial Day through and including Labor Day.
 - h. "Skating Season" means November 15 through and including March 15.
 - i. "Operating Season" means a Pool Season or a Skating Season.
3. **The Term.** Unless sooner terminated pursuant to the provisions of this Lease, the term of this Lease shall begin on the Effective Date and end on September 15, 2017 (the "Term").
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. **Prior Lease.** Prior to the Effective Date, Tenant occupied the Premises under the Prior Lease. This Lease supersedes the Prior Lease in all respects.
6. **Rent.** For the privilege of operating the Concession at the Premises, Tenant shall pay rent as follows. For the Lease Year commencing September 16, 2011, Tenant will pay rent in the amount of \$32,457.48. For the Lease Year commencing September 16, 2012, Tenant will pay rent in the amount of \$34,080.14. For each subsequent Lease Year of the Term, the rent shall be adjusted to reflect the percent change in the CPI. The percent change in the CPI shall be measured each July by reference to the CPI for the preceding July. On or before each September 15 (beginning with September 15, 2013) the Town shall deliver Notice to the Tenant of the percent change in the CPI and the new rent applicable for the new Lease Year. Notwithstanding anything herein to the contrary, the percent change in the CPI shall not cause the rent to decrease from one Lease Year to the next.
7. **Payment of Rent.** Rent for each Lease Year shall be due in twelve (12) monthly installments as follows: (a) five percent (5%) on October 1, November 1, December 1, January 1, February 1, March 1, April 1, and May 1; and (b) fifteen percent (15%) on June 1, July 1, August 1 and September 1.
8. **Option to Extend.** The Tenant shall have the option to extend the Term of this Lease and the Concession for one five (5) year period, beginning September 16, 2017 subject to such conditions as are mutually agreed upon by the Town and the Tenant.
9. **Exclusive Vendor Rights.**
 - a. During the Term and within Longshore Club Park, 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 date of this Lease, the exclusive vendor rights granted under Paragraph 9(a) do not apply to any Ancillary Items (defined below at Paragraph 12(k)). The Town's Director of Parks and Recreation may, in his 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 9(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 many years;
 - ii. The Town may authorize a food and beverage concession at the Halfway House located on the golf course. It is noted that a food and beverage concession has operated on the golf course for many years and the Tenant is the current holder of the lease and concession at the Halfway House; and
 - iii. The Town may authorize beverage vending machines at the marina. It is noted that beverage vending machines have been located at the marina for many years.
10. **Default.** If Tenant: (a) fails to pay any installment of rent within ten (10) 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 12(e)); 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 rent 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.
11. **Tenant's Obligations.** In addition to the obligation to pay rent, Tenant shall have the following obligations.
 - a. Each Lease Year, all interior surfaces of the Premises will be redecorated and repainted.
 - b. The Tenant will, 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. If modifications to the Premises become necessary to comply with any federal, state or local regulations related to accommodations for the disabled, the Town shall be responsible for the cost of those modifications except that the Town may, upon Notice to Tenant, elect to terminate this Lease if the cost of the modifications exceeds five thousand dollars (\$5,000).

- d. The Tenant shall commit no waste, 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 date of this Lease, reasonable wear and tear excepted.
- e. The Tenant shall install and maintain, at the Tenant's sole expense, adequate freezer and refrigeration equipment to insure the freshness of all food served and as required to meet Health Department regulations.
- f. All beef sold by Tenant on the Premises shall be "one hundred percent USDA Choice".
- g. Tenant shall provide routine cleaning, maintenance and repair of the hood and ansul system at the Premises.
- h. Tenant will make the following improvements and upgrades to the Premises before December 31, 2013: None. If the Town authorizes improvements or upgrades to the Premises during the Term, Tenant will deliver copies of all proposed contracts for the improvement and upgrade work to the Town's Director of Parks and Recreation and Building Superintendent for review and approval before commencement of any improvement or upgrade work. The Town shall not unreasonably withhold or delay its approval of any such proposed contract. The Tenant has made a commitment to spend a minimum of \$0.00 on improvements and upgrades during the Term and the Town may withhold its approval on the grounds that the price of any contract is disproportionate to the value of the services to be performed thereunder or is otherwise likely to interfere with the Tenant's commitment.

12. **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 be open for business at the Premises each day for at least the following hours (the "Requisite Hours").
 - i. During the Pool Season: from the Saturday before Memorial Day through June 14, from 3:00 p.m. to 7:00 p.m., and from June 15 through Labor Day from 10:00 a.m. to 7:00 p.m.

- ii. During the Skating Season from 10:00 a.m. to 7:00 p.m.
- d. Tenant may, with the written consent of the Department of Parks and Recreation, open the Premises for business at other times of the Lease Year or beyond the Requisite Hours.
- e. Tenant promises to open the Premises for business for the Requisite Hours seven days per week during each Operating Season. That promise is 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, then the Town may, in its discretion, elect to deliver a Notice of violation of the Continuous Operations Covenant. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to open the Premises for business at any time during which the Town has closed the swimming pool or ice skating rink to the public or closure of Tenant's business is necessitated by dangerous weather or interruption of electrical service.
- f. Tenant shall not sell beverages in glass containers.
- g. 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 each item appearing on the Base Menu will be consistent generally with items sold by year-round Westport restaurants; and (ii) the Base Menu shall be subject to the annual review and approval of the Town. Tenant will deliver to the Director of Parks and Recreation a copy of its proposed Base Menu for each upcoming Pool Season on or before March 1 and for each upcoming Skating Season on or before November 1, provided that delivery of a proposed Base Menu for a Skating Season shall not be required if it is the same as the Base Menu in effect for the immediately preceding Pool 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 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 \$3.00, then the Tenant may not offer, as a "Special", a four inch hotdog for \$2.00.
- h. Tenant will use its best efforts to maintain a proper and wholesome atmosphere in and around the Premises.
- i. Tenant has authorization from the Department of Parks and Recreation to 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. Tenant acknowledges that failure to abide by that condition may result in the revocation of that authorization. The installation or use of external loudspeakers is prohibited.

- j. Food and beverage deliveries to the Premises 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.
 - k. 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").
13. **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 in Longshore Club Park or may temporarily close part or all of 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 Longshore Club Park.
14. **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.
15. **Trade Fixtures and Other Fixtures.**
- a. Any and all trade fixtures, including, without limitation, cooking equipment, soda fountains, fryolators, frozen drink machines, grills, coffee urns, refrigerators, freezers, ice machines, tables, chairs, counters and countertops that were or 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 those items.
 - b. The electric hot water heater, hood, grill, plumbing, insulation, shelving and all other items installed by the Town are the Town's property and the 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.
 - c. The Tenant will be responsible, at the 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 the 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 15(a).

16. **Utilities.** The Town will provide water service at the Town's cost for water used at the Premises. The Town will provide for electricity service to the Premises subject to the Tenant's obligation to pay for all electricity consumed at the Premises as follows. If the electricity service account is held in the Town's name, then Tenant shall pay the Town within ten (10) days after Tenant's receipt of each bill from the Town. If the electricity service account is held in the Tenant's name, then the Tenant shall pay the electricity service provider within thirty (30) days after Tenant's receipt of each bill from the electricity service provider. If other utility services are used at the Premises, Tenant will be responsible for paying for the utility services used as follows. If the utility service account is held in the Town's name, then Tenant shall pay the Town within ten (10) days after tenant's receipt of each bill from the Town. If the utility service account is held in the Tenant's name, then Tenant shall pay the utility service provider within thirty (30) days after Tenant's receipt of each bill from the utility service provider.

17. **Insurance.** Tenant shall purchase and maintain for the duration of Tenant's occupancy of the Premises the following insurance.

- a. Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from persona & advertising injury, products and completed operations and operations of the Tenant.
- b. Commercial Automobile Insurance for any owned automobiles used in the conduct of Tenant's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.
- c. Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.
- d. Each insurance policy procured by the Tenant under this Lease shall: (i) be underwritten by an insurance company licensed to do business in the State of Connecticut; (ii) name the Town as additional insured; (iii) be underwritten on an occurrence basis; (iv) be primary and shall not contribute in any way to any insurance, deductible or self insured retention carried by the Town; (v) contain contractual liability coverage within the policy form; and (vi) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.

- e. All deductibles shall be declared and are subject to the approval of the Town.
 - f. Upon signing of this Lease and thereafter, from time to time, within ten (10) days of the Town's request, the Tenant shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require the Tenant to deliver a copy of the policy.
18. **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 the Tenant.
19. **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 the 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.
20. **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 Premises are 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 Premises are totally destroyed or the casualty results in the whole Premises being unusable by the Tenant, as determined by the Town in its sole discretion, then the Town may elect not to repair or rebuild the Premises provided that the Town shall make that decision within thirty (30) days and thereupon this Lease shall be terminated upon the third (3rd) day after the Town delivers Notice to the Tenant of the Town's decision and Tenant shall thereupon vacate the Premises and surrender possession to Town as soon as reasonably possible. If this Lease is terminated pursuant to the preceding sentence and Tenant is not in default under this Lease, then Tenant's liability for rent 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.
21. **Security Deposit.** The Tenant has deposited with the Town the sum of \$2,704.67 (i. e., one month's rent for the Lease Year commencing September 16, 2011) 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 the 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 the Tenant set off or apply any part of the Security Deposit against any rent.

22. **Assignment, Sublet and Inspection.** Assignment by Tenant of this Lease or the Concession and subletting the Premises are strictly prohibited. Any attempt to assign this Lease or the Concession or sublet the whole or any part of the Premises without the prior written consent of the Town shall be void. The Town shall have the right to inspect the Premises at any time.
23. **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.
24. **Termination By Town.** If the Town is not satisfied with the performance of the Tenant in operating the Concession, the Town may terminate this Lease for just cause upon delivery of Notice.
25. **Tenant's Early Termination Option.** The Town grants to the Tenant the right to terminate this Lease effective as of the last day of the 2013-2014 Skating Season (i. e., March 15, 2014) and the last day of each subsequent Skating Season (each an "Early Termination Date"), provided that the Tenant delivers to the Town Notice of the Tenant's intent to terminate the Lease at least six (6) months before the Early Termination Date. If the Tenant exercises its early termination option under this Paragraph, the Landlord shall be entitled to retain - and the Tenant hereby releases all claims to - the Security Deposit. Termination pursuant to this Paragraph automatically terminates the Concession.
26. **Business Manager.** The Tenant covenants and agrees that the 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.
27. **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); a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express). 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 of Westport, Attention: First Selectman, 110 Myrtle Avenue, Westport, CT 06880.

Tenant: Joseph C. Romeo, Jr., 41 Guyer Road, Westport, CT 06880.

28. **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,
JOSEPH C. ROMEO, JR.

Signature _____

Date _____

TOWN OF WESTPORT

Signature _____

Name _____

Title _____

Date _____

Approved as to Form:

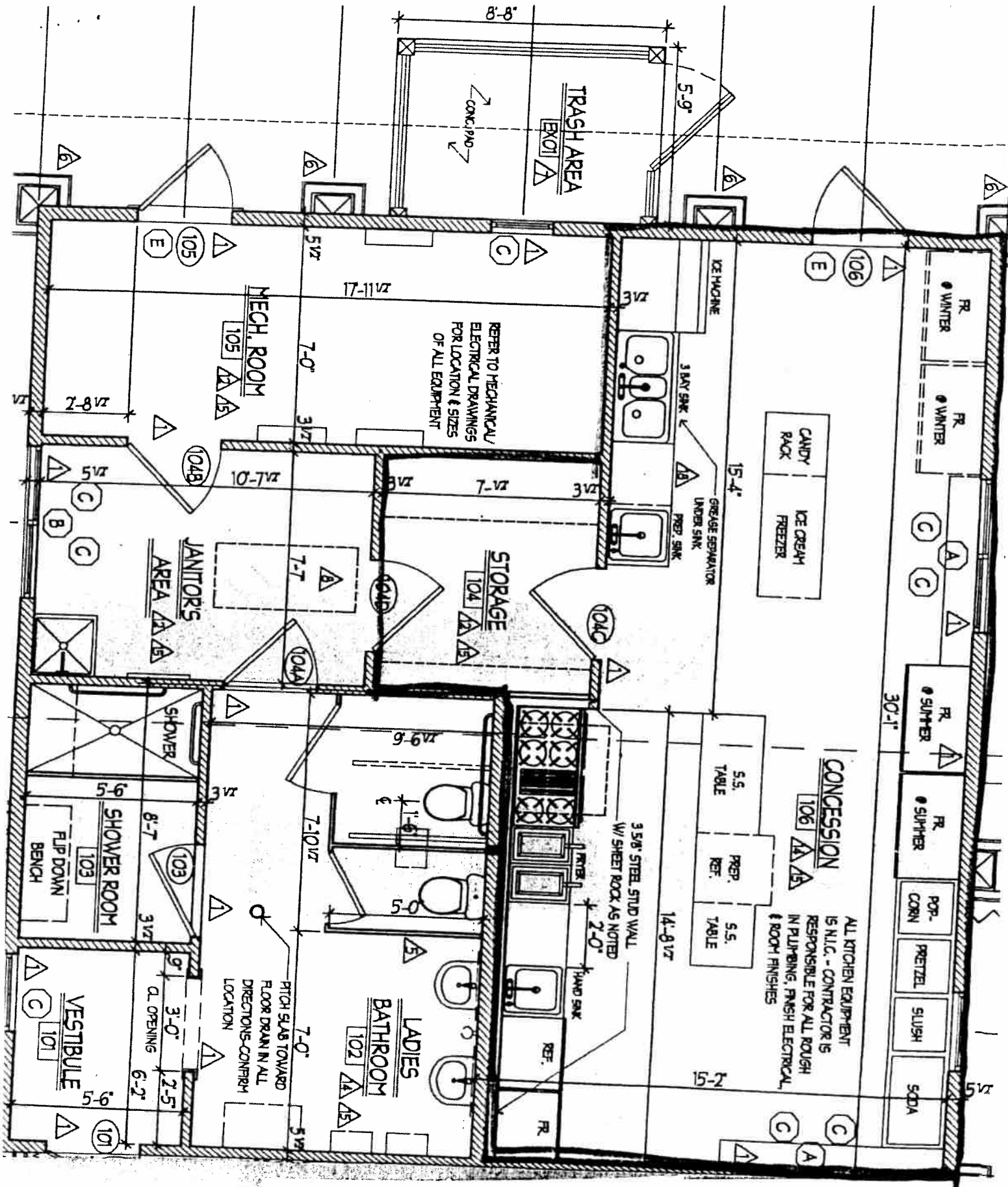
Gail Kelly, Assistant Town Attorney

Approved as to compliance with Chapter 12 of the Charter of the Town of Westport:

Gary Conrad, Finance Director

SCHEDULE A
FLOOR PLAN SHOWING THE PREMISES

The Premises are shown as the area within the purple lines on the following page.





**WESTPORT CONNECTICUT
BOARD OF FINANCE**

ITEM
13

UNAPPROVED MINUTES

EXECUTIVE SESSION

The Board of Finance met on **Wednesday, May 23, 2012** at 7:00 p.m. in **Room 201/201A** of **Town Hall** to discuss strategy negotiations and pending litigation. The meeting was called to order at 7:00 p.m.

Members present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern

Mr. Lasersohn moved and Ms Collins seconded a motion to go into executive session at 7:05 p.m.

Vote: 7-0. Motion **APPROVED**

No action was taken.

Mr. Kaner moved and Mr. Lasersohn seconded a motion to go out of executive session at 8:00 p.m.

Vote: 7-0. Motion **APPROVED**

PUBLIC HEARING

The Board of Finance held its Public Hearing on **Wednesday, May 23, 2012** at 8:00 p.m. in **Room 201/201A** of **Town Hall**. The meeting was called to order at 8:05 p.m.

Members present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director.

Mr. Conrad made the presentation. No action was taken.

2. Status Update from the Internal Auditor.

Ms Scully made the presentation. No action was taken.

TRANSFERS IN THE 2011-2012 BUDGET

3. The Board considered the following request(s) for transfer amounts of \$3,000 or less that have been approved by the First Selectman:

a) A request by the Conservation Director for a transfer of \$200 from the Conservation Account #10101182-561000 (Supplies) to the Conservation Account #10101182-585000 (Education) in order to cover shortfalls.

b) A request by the Parks and Recreation Director for a transfer of \$530 from the Parks and Recreation Account #10108832-549000(Rental Equipment), \$395 from the Parks and Recreation Account #10108832-577000(Golf Equipment), \$2,000 from the Parks and Recreation Account #10108832-562000(Maintenance Supplies) totaling \$2,925 to the Parks and Recreation Account #10108832-542000 (Golf Maintenance of Equipment) due to unanticipated equipment repairs.

4. A request by the Finance Director / Acting Personnel Director for a transfer of \$16,000 from the Personnel Account #10101153-511000 (Full Time Salaries) to Personnel Account #10101153-513001 (Extra Help) for consulting services through year end for Randi Frank Consultants performing Human Resource analysis and compliance work (Personnel Handbook, HIPPA and FMLA Policies) in the Personnel Department.

Vote: 7-0. Motion **APPROVED**

5. A request by the Tax Collector pursuant to CGS § 12-165 for a transfer of \$157,568.96 to the Suspense Tax Book representing uncollected motor vehicle and personal property tax accounts.

Vote: 7-0. Motion **APPROVED**

DETERMINATION OF TAX RATE

6. The Board set the tax rate for Fiscal Year 2012-2013.

Mr. Lasersohn moved and Mr. Rea seconded a motion to set the tax rate at 17.95 mills.

Motion **WITHDRAWN**

Ms Garten moved and Mr. Stern seconded a motion to set the tax rate at 17.86 mills.

Mr. Kaner moved and Ms Collins seconded a motion to set the tax rate at 17.91 mills.

Vote: 4-3. Motion **APPROVED** (Ms Collins, Ms Garten and Mr. Stern voted no)

APPOINTMENT OF AUDITORS

7. The Board appointed independent auditors for the fiscal year ending June 30, 2012.

Mr. Stern moved and Ms Collins seconded a motion to appoint McGladrey & Pullen LLP as the Town's independent auditors for the fiscal year ending June 30, 2012.

Vote: 7-0. Motion **APPROVED**

DISCUSSION

8. Discussion of the Selectman's Five-Year Capital Forecast.

Withdrawn from the agenda and postponed to July.

APPROVAL OF MINUTES

9. Approve the Board of Finance Minutes of the April 11, 2012 regular meeting.

Mr. Pincavage moved and Mr. Lasersohn seconded a motion to approve the Minutes of the April 11, 2012 regular meeting.

Vote: 7-0. Motion **APPROVED**

ADJOURNMENT

Mr. Rea moved and Mr. Lasersohn seconded a motion to adjourn at 9:55 p.m.

Vote: 7-0. Motion **APPROVED**

Submitted by H. Garten 5/24/12