



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

NOTICE OF EXECUTIVE SESSION

The Board of Finance anticipates voting to go into Executive Session on **Wednesday, November 7, 2012 at 7:00 P.M.** in Room 201A of Town Hall to review proposed salary adjustments for non-union personnel. No action will be taken.

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, November 7, 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.
3. Longshore Golf Course Update including the following:
 - a) Update on Condition
 - b) Impact of Condition and Remediation on Course Revenue and Expenses
 - c) Highlights of Going Forward Plan, and potential impact on revenue and expenses

YEAR-END TRANSFERS IN THE 2011-2012 BUDGET

4. A request by the Finance Director to close the Fiscal Year 2011-12 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.

APPROPRIATIONS IN THE 2011-2012 BUDGET

5. A request by the Superintendent of Schools for an appropriation of \$142,412 to the 2011-2012 Budget, BOE Rentals & Reimbursements Expenditure Account, as follows:

\$110,140.41 is deemed appropriated in accordance with Section 10-222a of the Connecticut General Statutes; and

\$32,271.59 is appropriated to fund the cost of union personnel reimbursements

TRANSFERS IN THE 2012-2013 BUDGET

6. A request by the First Selectman for a transfer of \$119,092 to the appropriate department salary accounts from Account #10109917-519000 (Reserve for Salary Adjustments).

APPROPRIATIONS IN THE 2012-2013 BUDGET

7. A request by the Library Director for an appropriation of \$146,500 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account #31507750-500251(ILS) for purchase and installation of a new Integrated Library System.

8. A request by the Library Director for an appropriation of \$112,500 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account #31507750-500252(RFID) for purchase and installation of a new Radio Frequency Identification System.

RECOMMENDATIONS

9. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the renewal of the residential lease at 99 Myrtle Avenue.
10. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend a three year renewal of four leases of residential property located at 260 S. Compo Road (Longshore).

APPROVAL OF MINUTES

11. Approve the Board of Finance Minutes of the October 3, 2012 regular meeting.



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

ITEM #3

RECEIVED

OCT 1 - 2012

TOWN OF WESTPORT
SELECTMAN'S OFFICE

TO: Gordon Joseloff
FROM: Stuart McCarthy *SM*
DATE: September 28, 2012
RE: Golf Course Conditions

As you are aware the playing conditions at Longshore have been very poor since late July when a combination of factors involving weather and maintenance practices caused significant damage to the putting greens. I have prepared the following information for you to summarize the problem as well as the efforts that have been on going for the past seven weeks to improve the course conditions and communicate with the golfers.

Within the space of a couple of hours on a late July afternoon the combination of high winds and heat resulted in a severe die out of the Poa grasses on several greens. The Superintendent was on the property all day and made efforts to get water on the greens in the late afternoon as the affects of the weather were becoming apparent. By the time the conditions were recognized and water was applied damage to the turf grass had already begun and could not be checked.

Within days the damage was evident as large patches of dying turf grass were in evidence on several greens. #1, 2, 6, 12, 14 and 15 were most affected with smaller areas evident on other greens.

The superintendent began an aggressive program to restore the greens with effected areas vented over seeded several times by mid August. Some evidence of germination was evident on all greens as of August 16 but not to an extent considered satisfactory.

Compounding this issue is traffic, both from golfers and from machinery, temperature and frequent drenching rains experienced through mid August. Closing the golf course or the worst, several greens was never seriously considered but in hindsight may have been an option to reduce traffic and the related stress on the turf.

On August 16 we asked for and received a courtesy visit from Jim Skoruski, USGA Agronomist. Jim and Dan Rackliffe accompanied by Stuart McCarthy, reviewed turf conditions on greens #1, 2 and 6 with Jim and Dan's discussion of options including aeration methods, timing and drainage. (also discussed was control of weeds appearing in areas of the course which were first identified during the formal USGA visit last fall, our current treatment and experience of other area courses in dealing with this condition.)

Gordon Joseloff
Page #2
September 28, 2012

As is common in golf course management, the Superintendent utilized a wide variety of resources in seeking solutions to the turf problems including Superintendents at neighboring courses, USGA and plant pathologists at Rutgers University,

On August 27 we performed a modified aerification. Originally scheduled for Sept 10, this represents an earlier aeration schedule than normal. The method of aeration was adjusted based on the recommendation of the USGA Agronomist. Greens were then top dressed with 50 tons of topdressing (20% more than normal). Greens were then fertilized in early September.

Week of Sept 24 greens were slice/seeded again and are showing considerable signs of improvement.

Additionally, a fan has been installed on the second green to improve air circulation. The second green has been a problem for many years with many incremental steps taken to improve turf quality including significant clearing of brush and trees from the adjacent hillside and removal of several large trees that were shading out the afternoon sun. Installing the fan and removing one more large tree should help improve circulation.

We have a deep time aeration scheduled for November. Final determination on proceeding will be made based on greens conditions at that time. If the greens have not fully healed it would be prudent to skip this procedure to allow the greens to continue healing prior to introducing the stress of the deep aeration.

We will be performing a Dri-ject aeration in the early spring to promote drainage. Dri-ject injects sand under high pressure into the sub soil promoting drainage and growth and several area clubs have had success with this relatively new technology.

Time and favorable weather have led to improvement of the greens conditions. Dan is confident that by the end of the growing season we will have the greens back in satisfactory condition and will be in good shape for the spring season.

Play on the course was up substantially during the first half of the season before the issues with course condition became a factor. Through August our play was up 11% YTD. In order to keep play as well as to reward golfers for their loyalty during less than ideal conditions we did institute discounted fees for the fall season (endorsed by the Parks and Recreation Commission and Golf Advisory Committee). Weekend play continues to be solid so we are hopeful the poor conditions will not have a significant financial impact.

Gordon Joseloff
Page #3
September 28, 2012

Going forward we are focused on restoring the greens to their best possible condition. The Superintendent has been given the resources to affect those improvements and we remain optimistic that the course will be "put to bed" for the winter in good condition. Based on the resources put toward restoration it is likely that some additional funding will be requested to restore some portion of those funds to the operating budget to assure adequate funds are available for required maintenance in the spring season.

Additionally, we are continuing to investigate options including contracting the maintenance of the golf course to a private contractor. Those discussions are taking place with recognition that they will impact financially and operationally and that labor considerations will need to be explored and accommodated. I will have additional information on these discussions as they progress.

Finally the #2 green continues to be a challenge. If the fan and Dri-ject procedures do not result in significant improvement other options including installation of significant drainage or possible reconstruction of the green will be considered.

SSMcC:sk

Cc: Andy Moss
Fred Hunter

Year End
 Transfers FY 11-12

ITEM # 4

	To	From
<u>10101110 RTM</u>		
551000 Advertising & Printing	300	
552000 Postage	7	
532000 Contract Services		(307)
<u>10101120 Selectmen</u>		
513000 Extra Help & Overtime	8,227	
541000 Telephone	565	
531000 Fees & Services	500	
561000 Supplies	146	
552000 Postage		(565)
542000 Equipment Maint. & Operation		(646)
511000 Salaries		(8,227)
<u>10101142 Elections</u>		
536102 Rep. Primary Overtime	16,601	
536101 Rep. Primary Miscellaneous	5,626	
513002 Overtime	897	
561001 Election Workers Misc. Suppl		(898)
541000 Telephone		(2,492)
531000 Fees & Services		(6,812)
513001 Extra Help		(12,922)
<u>10101150 Board Of Finance</u>		
551000 Advertising & Printing	800	
<u>10101152 Audit</u>		
585000 Education & Expenses		(800)
<u>10101151 Finance Department</u>		
531000 Fees & Services	8,284	
511000 Salaries	413	
552000 Postage	92	
561000 Supplies		(211)
542000 Equipment Maint. & Operation		(1,441)
585000 Education & Expenses		(2,137)
513001 Extra Help		(5,000)
<u>10101153 Personnel</u>		
561000 Supplies	20	
552000 Postage		(20)
<u>10101156 Tax Collector</u>		
552000 Postage	19	
561000 Supplies		(19)

Year End
Transfers FY 11-12

	<u>To</u>	<u>From</u>
<u>10101170 Town Attorney</u>		
533200 Negotiation Services	9,851	
532000 Contract Services		(9,851)
<u>10101180 Town Clerk</u>		
582003 Fee: Historic Doc. Preservat	1,662	
511000 Salaries	286	
552000 Postage	280	
531004 Historic Preservation Grants	104	
585000 Education & Expenses		(26)
531003 Historic Doc. Preservation		(48)
531000 Fees & Services		(86)
561000 Supplies		(105)
551000 Advertising & Printing		(965)
<u>10101142 Elections</u>		
561001 Election Workers Misc. Suppl		(1,102)
<u>10101181 Historic District</u>		
511000 Salaries	2	
561000 Supplies	1	
551000 Advertising & Printing		(3)
<u>10101182 Conservation</u>		
511000 Salaries	472	
513002 Overtime		(472)
<u>10101185 Planning & Zoning</u>		
551000 Advertising & Printing	62	
552000 Postage		(62)
<u>10102210 Police</u>		
511011 RR Pkg Reimbursement	105,543	
513215 Replacement, Vacation Leave	33,169	
513212 Replacement, Injury Leave	19,455	
513214 Replacement, Sick Leave	14,796	
513218 Special Detective Services	9,663	
513213 Replacement, School/Training	7,590	
513202 Court Time	5,075	
513211 Replacement, Funeral Leave	4,056	
511012 Weapons Allowance	3,264	
528000 Uniforms Allowance	98	
542001 Marine - Miscellaneous	44	
528214 Call, Dale - Chief	26	
542000 Equipment Maint. & Operation		(44)
513220 Training-EMT/MRT&Recertifica		(127)
513000 Extra Help & Overtime		(8,339)
511008 Increment - Detectives		(31,099)
513219 Special Events/EmergCallback		(57,627)
511000 Salaries		(105,543)
<u>10102216 Dog Warden</u>		
543000 Vehicle Maint. & Operation	173	
566100 Heating Fuel		(173)

Year End
 Transfers FY 11-12

	To	From
<u>10102218 Emergency Medical Service</u>		
531008 Fees to WVEMS	6,800	
532002 Billing/Collection Outsouce	4,231	
589001 Refunds of Overpayments	1,904	
561000 Supplies		(553)
533100 Employee Medical		(768)
585000 Education & Expenses		(1,352)
531010 Fees&Srv-Miscellaneous		(3,462)
531007 Contract Service - Radio		(6,800)
<u>10102220 Fire Department</u>		
513403 FLSA - Injury Leave	227,736	
513407 FLSA - Sick Leave	60,462	
513404 FLSA - Military Leave	54,289	
544000 Vehicle Operation	3,452	
511015 Stand-by	2,685	
513414 NonFLSA-DispatcherOpenPositi	1,966	
513413 FLSA - FF Open Position	1,829	
513410 FLSA-Training Leave/Replacem	1,754	
513405 FLSA - Miscellaneous Overtim	234	
543500 Vehicle Maintenance	72	
528412 Cohen, Lieutenant	13	
542030 Small Tools	12	
528417 Dunn, Terrence - Inspector	4	
528415 Dingee, Wm. - Asst. Chief	3	
528428 Janulis, Peter - LT	3	
528402 Replacement/Dress		(78)
585016 Volunteers - Training		(411)
585013 Training-Chief&DeputyChief		(453)
513402 FLSA - Funeral Leave		(663)
585011 Training-AsstChiefTrainOff		(719)
513417 NonFLSA - Secretarial Overti		(751)
585014 Training - General		(766)
513415 NonFLSA - Mechanic Overtime		(806)
585010 Fire Prevention - Training		(858)
543501 Ladders Maint.		(1,337)
541002 Telephone-Monthly Service		(1,984)
513400 Contract Settlement		(1,999)
585006 Fire Prevention - Educationa		(2,000)
585012 Training - Assistant Chiefs		(2,200)
511014 MFF/Officer		(2,370)
513408 FLSA - Time and One-Half Pay		(2,393)
513416 NonFLSA - Personal Leave		(2,542)
531013 Volunteer Firefighter Awards		(2,800)
562008 Supplies - Office		(2,883)
542024 Equipment: Pre-emption		(3,108)
541001 Telephone-Cellular		(3,141)
575200 Equip.-Fire Maintenance		(4,992)
543502 Vehicle Overhaul		(6,390)
585015 Training - Supplies & Equipm		(6,530)
513411 FLSA - Union		(8,167)
575203 Regional Dispatch Initiative		(15,000)
513409 FLSA - Training Days		(15,483)
585001 Expenses - Department Physic		(15,577)
513406 FLSA - Shift Holdover		(23,285)
513401 FLSA - Callback		(28,621)
511005 College Credit		(29,044)
511006 Holiday Pay		(29,585)
511000 Salaries		(66,986)
513412 FLSA - Vacation Leave		(70,592)

Year End
Transfers FY 11-12

	<u>To</u>	<u>From</u>
<u>10102225 Building Inspection</u>		
544000 Vehicle Operation	1,699	
511000 Salaries	261	
542000 Equipment Maint. & Operation		(260)
513002 Overtime		(261)
543500 Vehicle Maintenance		(1,439)
<u>10103310 Engineering</u>		
511000 Salaries	200	
544000 Vehicle Operation	149	
513002 Overtime	132	
542000 Equipment Maint. & Operation		(149)
528600 Foul Weather Gear		(332)
<u>10103320 Highway</u>		
588017 HI 8/27/11 EH&OT	154,453	
588018 HI 8/27/11 Contract Services	70,468	
588025 SA 10/29/11 EH&OT	53,142	
588021 HI 8/27/11 Equip. Maint.	27,382	
588020 HI 8/27/11 Equip.Purchase	11,076	
588026 SA 10/29/11 Contract Service	7,457	
513002 Overtime	2,404	
588028 SA 10/29/11 Equip.Purchase	1,669	
588029 SA 10/29/11 Equip.Maint.	770	
588016 HI 8/27/11 Salaries	294	
588024 SA 10/29/11 Salaries	159	
588022 HI 8/27/11 Fuel	111	
562000 Maintenance Supplies	99	
585000 Education & Expenses		(73)
541000 Telephone		(78)
528635 Miske, R		(80)
588004 Storm - Miscellaneous		(97)
528621 Aubin		(450)
528633 Tomasky, D		(450)
588001 Storm - Equipment Repair		(488)
533100 Employee Medical		(1,168)
588007 Storm - Sand		(11,284)
544001 Fuel		(27,531)
588006 Storm - Salt		(40,541)
588002 Storm - Inside Overtime		(66,708)
511000 Salaries		(80,903)
588005 Storm - Outside Contractors		(99,633)
<u>10103321 Equipment Maintenance</u>		
513002 Overtime	1,861	
511000 Salaries		(1,861)
<u>10103322 Road Maintenance</u>		
569008 Road Material-Miscellaneous	100,000	
569012 Road Material-Town Highway	981	
569014 School Roads/Parking Lots	97	
562011 Maint.-Sidewalks	60	
562014 Street Marking		(94)
569003 Drainage Expense		(161)
569009 Road Material-Overlay		(100,883)

Year End
 Transfers FY 11-12

	<u>To</u>	<u>From</u>
<u>10103350 Building Maintenance</u>		
513002 Overtime	687	
542000 Equipment Maint. & Operation	252	
541000 Telephone	13	
545000 Facility Maintenance		(265)
511000 Salaries		(687)
<u>10103352 Building Custodians</u>		
513002 Overtime	2,721	
511000 Salaries		(2,721)
<u>10103360 Property Maintenance</u>		
562016 Bicycle Paths	8	
562017 Parking Lot		(8)
<u>10103370 Tree Maintenance</u>		
532005 Planting Trees	63	
532007 Pruning/Removal - Tree		(63)
<u>10105520 Social Services</u>		
511000 Salaries	4,407	
551000 Advertising & Printing	342	
561000 Supplies	274	
542000 Equipment Maint. & Operation		(201)
552000 Postage		(415)
<u>10105510 Youth Services</u>		
513001 Extra Help		(4,407)
<u>10105530 Senior Services</u>		
513000 Extra Help & Overtime	1,099	
528900 Transportation Allowances		(46)
511000 Salaries		(1,053)
<u>10108812 P&R Guest Services</u>		
513999 Longevity/Attrition	10,470	
513800 Supervision-GST	4,940	
513802 Security-Compo		(5,389)
513805 Security: EH/OT		(10,470)
<u>10108820 P&R Maint & Development</u>		
542032 Operation-Gas	2,959	
511000 Salaries	214	
569000 Other Materials & Supplies		(106)
585000 Education & Expenses		(140)
542000 Equipment Maint. & Operation		(326)
549000 Rental Equipment		(1,000)
528000 Uniforms Allowance		(1,152)
<u>10108830 Boating</u>		
513000 Extra Help & Overtime	1,988	
577000 Equipment-Parks&Recreation	10	
<u>10108831 Parks Maintenance</u>		
513000 Extra Help & Overtime	4,138	
511000 Salaries		(6,136)

Year End
 Transfers FY 11-12

	<u>To</u>	<u>From</u>
<u>10108832 Golf</u>		
577000 Equipment-Parks&Recreation	395	
531000 Fees & Services	25	
542000 Equipment Maint. & Operation		(25)
569000 Other Materials & Supplies		(395)
<u>10108834 Tennis</u>		
513836 Tennis Attendants	1,439	
513835 Tennis Supervisors	861	
<u>10108835 Skating</u>		
513810 Skate Park Camp	2,070	
528000 Uniforms Allowance		(36)
545000 Facility Maintenance		(76)
513809 Skate Park		(954)
<u>10108836 Beach & Pool</u>		
513999 Longevity/Attrition	18,027	
513811 Compo	1,110	
513813 Longshore Pool Gateguards	453	
532000 Contract Services	1	
562020 Chemical Supplies	1	
533100 Employee Medical		(2)
528000 Uniforms Allowance		(1,423)
513814 Staples		(5,445)
513812 Longshore		(9,150)
<u>10108838 Miscellaneous Programs</u>		
513999 Longevity/Attrition	18,000	
531070 Fees&Srv-Attrition	1,000	
531076 Fees&Srv-Golf Instruction	918	
513829 Tennis - Adult	863	
561071 Supplies-Camp Compo	67	
561083 Supplies-Tennis Instruction	32	
561082 Supplies-Swim Instruction		(32)
561070 Supplies-Basketball Youth		(67)
513822 RECing Crew		(194)
513830 Tennis - PeeWee		(863)
531074 Fees&Srv-Camp Compo		(918)
513821 Program Development		(1,816)
513816 Basketball - Youth		(4,864)
513827 Sports Camps		(19,002)
<u>10109901 Pensions</u>		
531000 Fees & Services	82,696	
523900 Adjustment-Pension		(794)
523400 Public Works Pension Plan		(70,000)
<u>10109902 Insurance</u>		
526000 Workers' Compensation	14,916	
522500 Group Insurance-Life		(11,900)
555100 Insurance-Bldg & Liability		(14,918)
<u>10109905 Unemployment Compensation</u>		
521300 Unemployment Compensation	20,412	
<u>10109903 Social Security</u>		
521000 Social Security		(20,412)

Year End
 Transfers FY 11-12

	<u>To</u>	<u>From</u>
<u>10109911 Miscellaneous</u>		
551000 Advertising & Printing	496	
588093 Harbormaster	351	
531049 CT Conf. of Municipalities		(847)
<u>10110951 Interest On Bonds</u>		
583200 Interest	7	
<u>10110952 Bond Anticipation Financing</u>		
583900 Fiscal Charges		(7)
Total General Fund	1,259,267	(1,259,267)
<u>21002219 Railroad Parking</u>		
531012 RR-Contracted Service	41,374	
555005 Workers Compensation Insurance	1,130	
544000 Vehicle Operation	290	
555004 Property/Liability Insurance	247	
588000 Program Expenses		(43,041)
Total Railroad Parking Fund	43,041	(43,041)
<u>21508850 Wakeman Farm</u>		
545010 Farm/Grounds Maint.	1,422	
545000 Facility Maintenance	611	
588094 Promotions-WAKE	423	
566400 Water	81	
588000 Program Expenses	76	
588095 Website-WAKE		(33)
566200 Electricity		(120)
521000 Social Security		(233)
566101 Propane Gas		(237)
513000 Extra Help & Overtime		(315)
513002 Overtime		(1,675)
Total Wakeman Farm Fund	2,613	(2,613)
<u>22003331 Sewage Collection</u>		
543000 Vehicle Maint. & Operation	7,422	
545000 Facility Maintenance	678	
562100 Operating Supplies		(930)
532000 Contract Services		(7,170)
Total Sewer Fund	8,100	(8,100)

ITEM #5

INTEROFFICE MEMORANDUM

RECEIVED

OCT 17 2012

TOWN OF WESTPORT
CONTROLLER'S OFFICE

TO: ELLIOTT LANDON
SUPERINTENDENT

FROM: NANCY J. HARRIS
ASSISTANT SUPERINTENDENT FOR BUSINESS

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS & REIMBURSEMENTS

DATE: October 17, 2012

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

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

I am now submitting the final report on the Rentals and Reimbursement account. The Final Rentals and Reimbursements Statement provides the summary of activity for the two sources of revenue: (1) reimbursement from the teacher's union for 40% of the union president's annual salary and (2) rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$32,271.59, representing all revenues received from the Westport Education Association in payment of the salary of the president of the teacher's union for the fiscal year. This \$32,271.59 is determined as follows:

Final Action Requested:

Total funds received (7/1/11 – 6/30/12)	\$142,411.98
Funds deemed appropriated	<u>110,140.39</u>
Per CGS 10-222a (7/1/11 – 6/30/12)	
Net appropriation request (7/1/11 – 6/30/12)	\$32,271.59

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

NJH:rem
BOF EOY Rentals transmittal

WESTPORT PUBLIC SCHOOL
 RENTALS & REIMBURSEMENTS
 as of June 30, 2012

	REVENUES RECEIVED 6/30/2012	EXPENDITURE DETAIL	EXPEN- DITURES 6/30/2012	BALANCE TO TOWN
ACCOUNT 848				
WESTPORT EDUCATION ASSOCIATION	\$ 32,271.59		\$ 32,271.59	\$ -
PAYROLL			\$ 31,824.15	
FICA/MED			\$447.44	
ACCOUNT 852				
OUTSIDE ACTIVITIES & SCHOOL USE	\$ 110,140.39		\$ 110,140.39	\$ 0.00
TOTAL OUTSIDE ACTIVITIES			\$ 47,933.14	
PAYROLL				
BOE staff		\$ 44,628.50		
FICA/MED		\$ 3,304.64		
PAYMENTS TO VENDORS			\$ 62,207.25	
TOTAL	\$ 142,411.98		\$ 142,411.98	\$ 0.00

WESTPORT PUBLIC SCHOOL
 RENTALS & REIMBURSEMENTS
 as of June 30, 2012

2011-12 RENTAL & REIMBURSEMENTS
 REVENUE & EXPENSE DETAIL

REVENUES

CAMP GAN ISRAEL	\$ 45,114.80
WEA	\$ 32,271.59
WYWL CREATIVE ARTS FESTIVAL	\$ 10,089.62
ACADEMY OF DANCE	\$ 9,336.22
CONGREGATION FOR HUMANISTIC JUDAISM	\$ 6,645.20
CT BREEZE	\$ 5,017.00
ALL OTHERS (UNDER \$5,000)	\$ 33,937.55
	<u>\$ 142,411.98</u>

EXPENDITURES
PAYROLL

	\$ 80,204.73
--	--------------

VENDOR PAYMENTS

ELECTRICITY	\$ 48,787.25
REFUND TO CAMP GAN ISRAEL FOR ESCROW PAYMENT	\$ 10,000.00
FINGERPRINTING	\$ 2,870.00
MISCELLANEOUS SUPPLIES	\$ 550.00
TOTAL PAYMENTS TO VENDORS	<u>\$ 62,207.25</u>

	<u>\$ 142,411.98</u>
--	----------------------

ITEM # 6



WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

October 17, 2012

Mr. Avi Kaner, Chair
Board of Finance
Town of Westport
Westport, CT 06880

Dear Avi:

I am hereby requesting Board of Finance approval of funds for the proposed salary increases for Non-Union Supervisory and Non-Union Non-Supervisory personnel not included in the 2012/2013 department budgets.

In order to implement these increases, I request transfer of \$119,092 from the Reserve for Salary Adjustments Account 10109917-519000 (Salary) to the appropriate department salary accounts.

As had been done in the past, the backup material listing individual employee proposed salary increases will be provided to the Board of Finance at your meeting on Nov. 7.

Your favorable consideration of this request will be appreciated.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Joseloff", is written over a faint, larger version of the signature.

Gordon F. Joseloff
First Selectman

GFJ:ps

cc: Gary Conrad, Finance Director/Acting Personnel Director

ITEMS #7 + #8



TO: Gordon Joseloff, First Selectman

FROM: **Maxine Bleiweis, Library Director**
Paul R. Mazzaccaro, Assistant Director

DATE: October 19, 2012

RE: Request for Capital & Non-Recurring Funds for
Integrated Library System (ILS) & Radio Frequency Identification System (RFID)

RECEIVED
OCT 22 2012
TOWN OF WESTPORT
SELECTMAN'S OFFICE

The Library is requesting funding from the Capital and Non-Recurring Account in order to purchase and install a new Integrated Library System (ILS) and Radio Frequency Identification System (RFID).

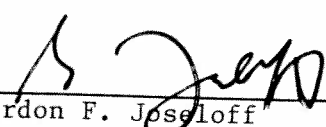
An overview of each project is provided in the attached, along with our recommendation. If you have any questions, please do not hesitate to contact me. Of course, we would be happy to meet with you at a mutually convenient time to discuss any aspects of these projects.

	<u>Amount in Capital Budget</u>	<u>Amount Requested</u>
Integrated Library System (ILS)	\$ 175,000	\$ 146,500
Radio Frequency Identification (RFID)	\$ 150,000	\$ 112,500

There is also \$125,000 allocated in the Capital and Non-Recurring Account for a cashless and e-commerce system to be used for performing all cash transactions electronically. At this time we are still reviewing the technology and assessing the need and are not planning to seek funding for this project at this time.

A description of the ILS and RFID projects and the amount of funding requested follows.

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



Gordon F. Joseloff
First Selectman



INTEGRATED LIBRARY SYSTEM

The term Integrated Library System, or ILS, describes the software that automates the many different library work categories. Westport Library is currently running Horizon 7.5.1 from SirsiDynix which was originally installed in 2003. In 2007, SirsiDynix switched to a new platform and from that point they have only fixed bugs in the Horizon System. At this point it has exceeded its useful life and we are seeking to migrate to a functionally rich, modern system.

Desired Benefits of a New ILS:

For our Patrons

In today's world of a highly connected public, the capabilities of the ILS determine the library's ability to deliver relevant services. The ILS must operate within a world that is becoming ever more digital and where the delivery of services over the Web may rank just as high in importance as services delivered within the library building. A library's overall ability to meet its users' expectations for high-quality services can be either fulfilled or hampered by the choices it makes in selecting a library automation system.

Our patrons now demand one-stop shopping from their library with Amazon-like features. They want the ILS to tell them about all materials and online resources to which the library has access, including traditional catalog items (books, magazines, movies) and other resources which they currently have to search for separately such as online databases. They want information to be easily obtainable not only from their computers but also from their various mobile devices.

For Staff

We require our new system to be stable, reliable, fast, and easy to use. The new ILS must also be intuitive and easy to use. Navigating from task to task at the service desks must be fast and tasks easily accomplished. Tasks such as entering information on new patrons, checking fines, and importing "machine readable" records, must not require a great amount of training or the creation of involved procedures.

For Administration

For the administration, the ability to extract information must be easily accomplished. There should be many preset reports that set forth monthly circulation figures (with comparisons to both prior month and prior year), periodic weeding reports, lost and missing reports, fines owed reports, to name just a few.



The Process

An RFP was issued on July 12, with proposals due August 7, 2012. The RFP contained a 44 page detailed questionnaire about their system and its capabilities. The criteria included:

- Ease-of-use for staff and public
- 3rd party product support
- Initial, add-on subsystems and 3 year costs
- Customer support metrics
- References
- Proven track record of software, upgrade, and systems delivery
- Stability of the company

Three proposals were received. A committee of library staff reviewed the proposals and each firm was invited to give us a presentation which included a demonstration of their system with time provided for questions. After the presentations the committee focused on two of the three vendors, SirsiDynix and Polaris. The remaining vendor, Bibliomation Inc., which offered Open Source Software, was dropped from further consideration. With Bibliomation's Open Source software, known as Evergreen, any library using it can improve or add to the software, with the requirement that all improvements are available to any other institution that downloads the software. In theory this is an excellent approach. Bibliomation however, did not meet many of the requirements for the ILS, including the fact that it did not have a user-friendly patron interface. Adding new features would be very expensive and the reports were much more limited than the other products that were considered.

The costs proposal for each are below:

	<u>Polaris</u>	<u>SirsiDynix</u>	<u>Bibliomation</u>
Software & Licenses	\$ 89,300	\$130,474	\$ N/C
Training	\$ 14,700 (9 days)	\$ 16,590 (6 days)	\$ 3,100 (4.5 days)
Implementation	\$ 7,200	\$ 32,470	\$ 9,000
Data Extraction	\$ 23,407	\$ 18,160	\$ 33,475
Server Hardware & Software	\$ 26,828	\$ 21,910	\$ 16,500
Digital Collection Management	\$ 15,000	\$ 11,813	\$ N/A
Miscellaneous	<u>\$ 7,712</u>	<u>\$ 23,865</u>	<u>\$ 6,500</u>
Sub-Total	\$184,147	\$255,282	\$ 68,575
Less Discount	(\$ 46,037)	(\$143,770)	(\$ 0)
Total	\$138,110	\$111,512	\$ 68,575
2nd Yr Maintenance	\$ 30,467	\$ 38,031	\$ 6,500
3rd Yr Maintenance	\$ 31,261	\$ 39,421	\$ 6,500



Over the past year, the Library has been moving to have more staff come out from behind their desks onto the floor of the Library to be available to assist patrons. To the extent that there are time savings as a result of the implementation of the new ILS or RFID, it will be directed towards assisting patrons with learning technology so they can read on devices and navigate a more complex array of information.



RADIO FREQUENCY IDENTIFICATION (RFID)

RFID is a combination of radio-frequency-based technology and microchip technology. The information contained on microchips in the tags affixed to library materials is read using radio frequency technology. A reader or a sensor looks for antennae on the tags and retrieves information from the microchips through them.

The use of RFID reduces the amount of time required to perform circulation operations. Information can be read from RFID tags faster than from barcodes. That is due to the fact that the tags can be read regardless of item orientation or alignment and several items in a stack can be read at the same time. RFID tags can be read from distances of up to 24 inches-distances far greater than possible with barcode wands. That is what makes RFID systems not only faster, but able to support electronic inventoring of materials on the shelves with handheld devices. The whole point of adopting RFID is to allow us to provide better service to our patrons.

Libraries have several activities that can benefit from RFID. These include:

- Circulation: checking out books and other items, and checking them back in again
- Inventory management: ensuring items are properly located in the collection
- Book processing: adding items to the library's collection

The current mission and goals of the library are to continue to provide traditional library services while expanding user friendly, intuitive and online services. The library must take advantage of technologies that make daily operations more efficient and free staff from routine tasks so they can be reallocated to customer-facing tasks. Libraries that have implemented RFID report that they have been able to add new services for customers, enjoy more meaningful and personalized interactions with customers, and consistently handle more circulation volume without adding staff. The goals for transition to an RFID system include:

- Achieve high levels of customer self-service
- Free staff from routine tasks so that existing staff can spend more time working directly with patrons
- Improve circulation efficiency and shelving accuracy

The Process

An RFP was sent out on July 16th with proposals due on August 9th. Three proposals were received. In evaluating the proposals received the following considerations were taken into account:



- Compliance with critical requirements
- Flexibility of software
- Conformity to standards and interfacing requirements
- Cost, including ongoing factors such as maintenance fees, support and the development and installation of new enhancements
- Previous experience with public libraries
- Vendor's service and delivery capabilities and history
- Recommendations from peer libraries using the vendor's product

Cost

The price of RFID tags vary slightly and in some cases differs by the type of media to which it is applied. Costs reflect that the vendor will supply and install the RFID tags.

	<u>3M</u>	<u>Bibliotheca</u>	<u>Envisionware</u>
Supply and Install 200,000 RFID Tags	\$ 91,600 @ 0.4582	\$100,800 @ 0.504	\$ 92,520 @ 0.514 \$ 5,900 @ 0.59 \$ 9,950 @ 0.995
6 Station Kits w/Scanner	\$ 9,534	\$ 9,534 (TBD)	\$ 5,970
Digital Inventory Assistant/Wand	\$ 4,992	\$ 5,326	\$ 1,199
Training	\$ <u>N/C</u>	\$ <u>2,000</u>	\$ <u>2,975</u>
Total	\$106,126	\$138,120	\$118,514
2nd Year Maintenance	\$ 2,813	\$ 2,464 (TBD)	\$ 796

The Library staff chose 3M. 3M is an international firm and they submitted the lowest price and we have experience with 3M and we are satisfied with their service. Existing workstations can also be used with RFID. Patrons can check out items, look up their accounts, find out if they owe any fines, and renew items on these terminals. The station kits noted above will be used at the Circulation and Audio/Visual desks, and Tech Services offices if they are handling check out or returns for patrons and when applying RFID to newly purchased items. The annual maintenance fee is on the hardware only and would be included in the Library's future annual operating budget.

There has been some discussion about the safety of the electromagnetic fields emitted by RFID products. 3M has been manufacturing and marketing detection systems since 1970. All of the products in the current 3M Library Systems comply with all health and safety standards in effect in the markets where they are sold.



Budget Request

The Library is requesting \$112,500 to proceed with the 3M for the purchase and installation of RFID tags and associated equipment. This is based on their proposal plus a six percent contingency. Installation will immediately follow the implementation of the ILS system and will take approximately two months.

cc: Gary Conrad, Finance Director



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

ITEMS
9 + # 10

To: Board of Finance

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

Date: September 26, 2012

Re: Renewal of Residential Leases

I have attached the following information in connection with the renewal of five residential leases of Town owned property:

- 1) 99 Myrtle Avenue
 - a) Lease Term Sheet outlining the terms and conditions of the lease
 - b) Copy of the lease
 - c) Fair market analysis from Halstead Properties
- 2) Copy of Lease Database which provides a summary of the four leases of residential property located at 260 S. Compo Road ("Longshore Leases"). These Leases are scheduled to expire on November 15, 2012.
- 3) Four Lease Term Sheets outlining the terms and conditions of each Longshore Lease.
- 4) A specimen copy of a Longshore Lease (with the exception of the rental amount, the terms and conditions of each Longshore Lease are substantially the same).
- 5) A copy of the Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport.
- 6) A copy of the Tenant Selection Policy.

I will be attending your meeting on October 2, 2012. If you have any questions concerning any of the attached prior to the meeting, please do not hesitate to call me.

cc: Gordon F. Joseloff, First Selectman
Stuart McCarthy, Director, Parks & Recreation
Rick Giunta, Administrative Manager

**BOARD OF FINANCE
LEASE TERM SHEET**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Lori Gandini (employee, Town Clerk's office)
3. **PROPERTY LOCATION:** 99 Myrtle Avenue
4. **RENT:** \$1267.00 (last year's rent was \$1108.00)
5. **TERM:** One Year (with the exception of 99 Myrtle, all employee leases are three year leases). This lease expired on September 30th and is currently on a month to month basis.
6. **OPTION TO RENEW:** None.
7. **SECURITY DEPOSIT:** Tenant currently has on deposit \$981.00.
8. **TOWN SERVICES REQUIRED:** Spring and fall clean up. Repairs will be conducted under the supervision of the Town but the expense of such repairs is the responsibility of the tenant.
9. **COMMENTS:** The house at 99 Myrtle Avenue (a/k/a "The Emily McLaury House") is subject to the Board of Selectmen's "Policy for Rental of Residential Housing Units owned and operated by the Town of Westport" ("Policy"). I have attached a copy of that Policy together with the Tenant Selection Policy.

99 Myrtle has been designated by the Town as property to be used for workforce housing. In each of its 2008 and 2011 8-24 reports, the Planning and Zoning Commission found that "creating affordable and workforce housing opportunities in town is encouraged by the 2007 Town Plan of Conservation and Development". In its 8-24 report dated April 10, 2008 the Commission also recommended that workforce housing income guidelines should be used for the rental of this property.

For your information, I have attached one evaluation of the fair market rental value for this property.

In order to rent this property at its fair market rental value, the Board of Selectmen would need to amend the Policy by removing 99 Myrtle from the list of properties subject thereto. Also, because the property was presented to the Planning & Zoning Commission as property that would be used as workforce housing, it is possible that the administration would have to present this change to the Commission as well.

Prepared By: Gail Kelly, Assistant Town Attorney
Date: September 25, 2012

TOWN OF WESTPORT
LEASE AGREEMENT

PARTIES

This Lease made the _____ day of _____, 2012, between the Town of Westport, (hereinafter referred to as "Town"), and Lori Gandini, (hereinafter referred to, jointly and severally, as "You").

PREMISES

The Town of Westport has rented to You and You have rented from the Town the premises at 99 Myrtle Avenue, Westport, Connecticut, together with any fixtures, furniture and appliances contained therein and otherwise listed on Exhibit B (hereinafter the "Premises").

You have examined the Premises and as of the date of this Lease, they are in good order and repair.

TERM

Unless earlier terminated, this Lease begins on _____, 2012 and ends on _____, 20__.

RENT; SCHEDULE OF PAYMENTS

You agree to pay a monthly rent of one thousand, two hundred, and sixty seven dollars (\$1267.00). Payment shall be made on or before the first day of every month during the term of the Lease at the Department of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

Rent will be subject to adjustment by the Town to reflect household income changes, if any, which are disclosed on any annual or interim recertification of income submitted by You as required. The Town agrees to give 30 days written notice of any such adjustment by an addendum to be made a part of this Lease, stating the amount of the adjusted monthly rental which you will be required to pay.

SECURITY DEPOSIT

You have deposited with the Town the sum of \$981.00 as a security for the full performance by You of all of Your covenants and agreements in this Lease. The security will be returned to You together with the interest thereon required by law after the termination of the Lease upon Your full compliance with its terms.

REGULARLY SCHEDULED RECERTIFICATION

Every year on the 30th day of April, You will submit a recertification of family income and such other information as may be necessary to determine Your rent. Such recertification shall be in the form of Exhibit A hereto.

INTERIM RECERTIFICATION

(Applicable only if more than one adult tenant occupies the Premises.)

You agree to advise the Town immediately if any of the following changes occur:

1. Any household member moves out of the Premises.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.
2. You will submit all annual and interim recertification of family income.
3. You shall pay all charges for all operating expenses and all utilities on the Premises, including, but not limited to fuel, telephone, gas, electric service, and garbage removal.
4. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as they may relate to the Premises. You shall be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations and ordinances.
5. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall not use or permit the Premises to be used except as a private residence. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession or trade of any kind.
6. The Premises shall be occupied by no more than four (4) people inclusive as a family unit. You may not permit other persons to join the household without notifying the Town and obtaining the Town's permission.
7. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises.
8. You shall make no alterations, repairs or improvements to the Premises, including but not limited to painting, wallpapering, carpeting, installation, removal or replacement of hardware or fixtures. Any alterations and improvements built or placed on the Premises and the personal property listed on Exhibit B shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises.
9. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
10. You shall keep the Premises, and all furniture, fixtures and appliances that are included in the Lease and otherwise listed on Exhibit B in good order and repair. You shall notify the Town immediately of the need for repairs to any of the aforementioned.

The cost of all repairs to the Premises or repairs to or replacements of the personal property resulting

from Your misuse or neglect shall be paid by You. You shall also be responsible for the cost of all minor repairs to the Premises or the personal property. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.

11. You agree to take reasonable measures to protect floor surfaces from harm including but not limited to scratching, staining and water damage.

12. Curtains are to be permitted only with temporary style tension rods.

13. When operating the fireplace, You shall use the screen provided.

14. You agree not to store vehicles, boats, or materials on the Premises.

15. You agree not to affix any permanent planters, flower boxes or other similar containers upon either of the wooden porches or on the exterior façade of the Premises.

16. No exterior holiday lighting displays are permitted.

17. You will be responsible for the removal of snow from the driveway and walkways.

18. You agree to maintain the current wattage and style of bulb in the exterior light fixtures provided with the Lease – including landscape lighting. A listing of these specifications is in the care manual provided with the Premises.

19. You shall not permit the Premises to remain unoccupied for more than 10 days at one time without prior notice to the Town and its written approval.

20. You shall permit the Town or its agents to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.

21. You shall permit the Town or its agents to enter the Premises at reasonable times upon reasonable notice to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.

22. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.

23. You agree to leave the oil tank full at the end of the Lease.

24. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.

TOWN'S PROMISES AND OBLIGATIONS

1. The Town represents that it has good right to Lease the Premises to You.
2. The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.
3. The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.
4. If the Premises shall be partially damaged by fire or other causes (other than Your fault or negligence), the Town shall make the repairs as speedily as possible, at its expense. There shall be an abatement of rent for the time during which the Premises are damaged.
5. If the Premises are rendered unusable by fire or other casualty, You may vacate the Premises and terminate this Lease. If You decide to terminate the Lease, You must notify the Town in writing within 14 days after vacating that You are terminating the Lease. The Town shall then adjust the rent proportionately.
6. The Town will be responsible for lawn mowing and Spring/Fall cleanup.

SMOKING

No smoking shall be permitted on the Premises.

ANIMALS

No pets or animals of any kind shall be permitted on the Premises.

TERMINATION

1. The Town shall have the right to terminate this Lease, if:
 - (a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.
 - (b) You fail to provide annual or interim recertification or any other information when required.
 - (c) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.
 - (d) No member of the household is an employee or full time retiree of the Town of Westport.
2. If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises.
3. If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

4. If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses. You will also pay the Town reasonable attorney fees and court costs in the event of any holdover rental.

5. If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

ABANDONMENT

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then Town may consider any personal property belonging to You and left on the Premises to also have been abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and is hereby relieved of all liability for doing so.

HOLDOVER BY YOU

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days written notice served by either You or the Town on the other party.

GENERAL

1. This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.
2. You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.
3. Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

INDEMNIFICATION

You acknowledge that the Emily McLaury House is a fully restored Local Historic Landmark property and as such, certain portions of the preservation repairs were not required to be compliant with current

WITNESSES:

By: Lori Gandini
Lessee

STATE OF CONNECTICUT)

)

ss.

TOWN OF WESTPORT

Date: _____

COUNTY OF FAIRFIELD)

)

Personally appeared Lori Gandini, Signer and Sealer of the foregoing instrument, being duly authorized, she acknowledged the same to be her free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

Approved as to form:

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

Gail Kelly
Assistant Town Attorney

Gary G. Conrad, Finance Director

RECERTIFICATION OF ANNUAL INCOME BY TENANT FAMILY

(Applicable only if more than one adult tenant occupies the Premises.)

Household Information

Household name: _____

Household size (total number in household): _____

Household members (list): _____

Address

99 Myrtle Avenue
Westport, CT 06880

Income Information

Annual (gross) income (total of all household members): \$ _____

Household income information shall be sent to the Director of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the Town.

Signature of _____

or

Authorized Representative _____

Date: _____

Telephone: _____

EXHIBIT B

- Antique mirror hanging in entrance hall
- Vintage fireplace tool set (5 pc. total)
- Pair, antique andirons
- Three panel fireplace screen
- Antique mirror hanging in bath
- Glass front vintage medicine chest mounted on wall in bath
- Painted vintage chest of drawers in bath



Halstead Connecticut, LLC
Westport Office
379 Post Road East
Westport CT 06880
t: 203.221.0666
f: 203.221.9015

halstead.com

September 17, 2012

Gail Kelly

Assistant Town Attorney

110 Myrtle Ave, Westport Ct 06880

Attorney Kelly,

Re: 99 Myrtle Ave, Westport:

This evaluation is based only on a drive by and information available through Vision Appraisal. I did not gain access to the home. The home is noted as Historic property and was recently renovated. The overall impression of the property is that it is in excellent condition and well maintained. The home's location is on a busy street, with a public access way either on the property or on the property line, providing access to the town parking lot. The property lacks privacy with a main road in the front yard, access way on the side and public parking lot in the back. The location in my opinion negatively impacts the value.

Rental:

Based on 3 bedrooms, 1 1/2 baths and approximately 1200 square feet of living space the rental value based on the comparables in a range from \$3000-\$4000 per month. I would error on the conservative side given the location. **\$3000 - \$3200.**

269 Main Street- \$3000 / month

87 Myrtle Ave- \$4000 / month

121 South Compo Road- \$3,300 /month

1 Woods Grove Road-\$3,200 / month

Market Value:

At this time there are no true comparables. The best are 34 Bridge Street selling for \$510K, but this property is negatively impacted by the proximity to I-95, 5 Woods Grove which is "pending" sale at \$589k, (I would expect it to close around \$565K). This home is slightly larger on a cul-de-sac. Both properties are on .25 acres. 99 Myrtle is on .70 acre with an appraised value of \$650,200. (Source Vision



Halstead Connecticut, LLC
Westport Office
379 Post Road East
Westport CT 06880
t: 203.221.0666
f: 203.221.9015

halstead.com

Appraisal). The land portion of this value is \$458,200. In my opinion the land portion of the valuation is high since much of the land is unusable and borders on public space.

99 Myrtle: Vision appraisal \$650,200 land portion \$455,100 (.70 acres)

34 Bridge: Vision appraisal \$540,700 Land portion \$378,500 (.25 acre)

5 Woods Grove: Vision appraisal \$566,900 Land portion \$396,800 (.25 acres)

In my opinion as a local Realtor after making adjustments for location and lot size, the market value of 99 Myrtle Avenue is in the range of \$575,000 to \$625,000.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ed Strauss', with a long horizontal flourish extending to the right.

Ed Strauss

Halstead Property, Westport

Residential Agent Full (2 pages)

269 Main Street, Westport, Connecticut 06880-2409

MLS#: **98533583** TaxID: **54010012**
 Neighborhood: **N/A** Complex:

Status: **Rented** List/Sell \$: **\$3,000**
 County: **Fairfield**

Residential Rentals/Residential Multi Family

Model: **No** Planned Unit Development: **No** Adult Comm: **No**



Style: **Victorian**
 Rooms: **7** Bedrooms: **3** Bathrooms: **1 Full 1 Partial** Fireplaces: **1**
 Unit Level: **End Unit: Yes** Lvl's in Unit: **2** Total Units: **1** Stories: **2.0**
 Heated above grade living area is estimated at **1,700**.
 Public records lists living area above grade at **2,582**, below grade at **500**, gross sqft at **3,796**.
 Garage/Park: **1 Cars/Attached, Off Street, Paved**
 New Const: **Year Built: 1913 (Public Records)**
 Ext Siding: **Stone, Shingle** Color: **Beige**
 Basement: **None**
 Acres: **0.82 (Public Records)**
 Zoning: **RES**
 Sewer: **Sewer** Water: **City Water**
[Walkscore: Get More Info](#)

Room	Level	Apx Size	Features	Room Information
Bedroom	Upper		Hardwood Floor	
Bedroom	Upper		Hardwood Floor	
Dining Room	Main		Tile Floor	
Family Room	Main		Wall/Wall Carpet	
Kitchen	Main		Pantry, Tile Floor, Skylight, Bay/Bow Window, Eat-In-Kitchen, Vaulted Ceiling(s)	
Living Room	Main		Fireplace, Hardwood Floor	
Master Bdrm	Upper		Hardwood Floor	

General Information
 Interior Feat: **Wet Bar, Walk-In Closet, Beams, Skylite, Some Window Treatments, Vaulted Ceiling(s)**
 Appliances Inc: **Range, Cook Top, Dishwasher, Refrigerator, Washer, Dryer**
 Heating: **Oil** Cooling: **None**
 Energy Feat: **Storm Windows**
 Exterior Feat: **Porch, Deck**
 Swim Pool: **No**
 Area Amenities: **Shopping/Mail, Library, Public Transportation** Pool Features:

Lease/Rent Terms and Conditions
 Rent Type: **Yearly Unfurnished** Pets Allowed: **No** Smoking Allowed: **No** Exec Furniture: **No**
 References Req: **Yes** Repair Clause: **Yes** Security Dep: **1 MONTH**
 Tenant Pays: **All Utilities, Credit Check**
 Lease Terms: **One Year** For Sale: **No**
 Rent Terms: **1 Year**

Financial Information
 Elem: **Pbed** Interm: **Middle: Pbed High: Pbed**

Public Remarks
Vacation Year Long In This Comfortable Charming Col. In Historic Downtown Location. Walk To Shops, Library, Harbor. Close To Beaches And Hwys. Home Office Potential. 7Rm, 3Br, Gar, .Credit And Ref. Check. Unfurnished/Furnished

Marketing History
 List Price: **\$2,995** Last Date: **03/29/12** Off Market Date: **06/07/2012** ADOM: **71**
 Prev List Price: **\$3,250** Entered in MLS: **03/31/12** Proposed Close: **06/30/12** CDOM: **71**
 Original Price: **\$3,400** Last update: **06/07/12** Closed Date: **06/07/12**
 Sale Price: **\$3,000** Expire Date: **06/07/12** Sale Finance:

Agent Remarks
Charming 7Rm, 3Br Colonial Duplex In The Heart Of Historic Downtown. Walk To Shops, Library, Harbor. Open Floor Plan. Lr W/Fpl. Home Office Potential. Close To Beaches And Hwys. Available Both Furnished/Unfurnished Owners Prefer Furnished. No Dogs, 1 Cat Ok. Credit And Ref. Check. Charming Colonial Duplex In Historic Westport Downtown.

Showing & Contact Information
 Show Inst: **Call Office 203-254-7555 For Appt. After Hours La 203-913-4564**
 Lockbox: **Electronic** Poss/Occupy: **May 1/Na**
 Directions: **Post Road To Main**
 Owner Name: **Berardi Nicholas M** Phone:

Listing & Compensation Information
 List Contract: **Exclusive Right(Sale/Lease)** Service Type:
 Docs Avail: **Property Disclosure**
 Sign: **No** Authorized for Internet Displays **Yes** with Address **Yes** Second MLS #:
 B. A. Comp: **.5** Comp Notes:
 Renewal Comp: **NA**

Listing Broker/Agent Information
 List Office: **Re/MAX Heritage** Phone: **(203) 254-7555** Fax: **(203) 259-1020**
 ID: **NREHE3** Website: **www.cbmoves.com/westport-riverside** Email: **admin@r-heritage.com**
 List Agent: **All Nabatchian** Phone: **(203) 227-3500** Fax: **alisell@tuno.com**
 ID: **D2136** Website:

Selling Broker/Agent Information
 Sale Office: **Coldwell Banker Riverside** Phone: **(203) 227-8424** Fax: **(203) 226-7396**
 ID: **NR1VR1** Website: **www.cbmoves.com/westport-riverside** Email: **lisa.pasavant@cbmoves.com**
 Sale Agent: **Lori Printz** Phone: **(203) 216-5185** Fax: **lori.printz@cbmoves.com**
 ID: **18230** Website: Email:
 Co Sale Agt: Website: Email:
 ID: Website: Email:

87 Myrtle Avenue, Westport, Connecticut 06880-3510

MLS#: **98522236** TaxID: **54911724**
 Neighborhood: **N/A** Complex:

Status: **Rented** List/Sell \$: **\$4,000**
 County: **Fairfield**
 Model:
 Planned Unit Development: **No** Adult Comm: **No**

Residential Rentals/Single Family



Style: **Colonial**
 Rooms: **7** Bedrooms: **3** Bathrooms: **1 Full 1 Partial** Fireplaces: **1**
 Unit Level: End Unit: **Yes** Lvs in Unit: Total Units: **1** Stories:
 Heated above grade living area is estimated at **1,604**.
 Public records lists living area above grade at **1,604**, below grade at , gross sqft at **3,388**.
 Garage/Park: **1 Cars/Detached**
 New Const: Year Built: **1925 (Public Records)**
 Ext Siding: **Shingle** Color: **Cream**
 Basement: **Partial**
 Acres: **0.55 (Public Records)**
 Zoning: **RES**
 Sewer: **Septic** Water: **City Water**
[Walkscore: Get More Info](#)

Room	Level	Apx Size	Features
Bedroom	Upper		Hardwood Floor
Bedroom	Upper		Hardwood Floor
Den	Main		Hardwood Floor
Dining Room	Main		Hardwood Floor
Kitchen	Main		Hardwood Floor
Living Room	Main		Fireplace, Hardwood Floor
Master Bdrm	Upper		Hardwood Floor

General Information
 Interior Feat: **Walk-In Closet**
 Appliances Inc: **Range, Refrigerator**
 Heating: **Oil** Cooling: **Cent. Air**
 Exterior Feat: **Patio, Deck**
 Swim Pool: **No** Pool Features:
 Area Amenities: **Pool, Tennis Courts, Golf Course, Library**

Lease/Rent Terms and Conditions
 Rent Type: **Yearly Unfurnished** Pets Allowed: **No** Smoking Allowed: **No** Exec Furniture: **No**
 References Req: **Yes** Repair Clause: **Yes** Security Dep: **4200**
 Tenant Pays: **Water, Electric, Oil, Cable TV, Trash, Liability Insurance, Snow Removal, Heat, Credit Check**
 Lease Terms: **One Year** For Sale: **No**
 Rent Terms: **One Year**

Financial Information
 School Information
 Elem: **Saugatuck** Interm: Middle: **Bedford** High: **Staples**

Public Remarks
 Charming In Town 1920's Colonial. Lovely Living Room W/Fpl, Formal Dining Room, Den, Renovated Kitchen, Beautiful Hard Wood Floors. Large Bright Rooms W/Views Of Private Yard, Deck& Patio. Fenced Yard.

Marketing History
 List Price: **\$4,000** List Date: **12/08/11** Off Market Date: **03/12/2012** ADOM: **97**
 Prev List Price: **\$4,200** Entered in MLS: **12/08/11** Proposed Close: **02/27/12** CDOM: **95**
 Original Price: **\$4,200** Last update: **03/13/12** Closed Date: **03/13/12**
 Sale Price: **\$4,000** Expire Date: Sale Finance:

Agent Remarks
 Charming In Town 1920's Colonial. Lovely Living Room W/Fpl, Formal Dining Room, Den, Renovated Kitchen, Beautiful Hard Wood Floors. Large , Bright Rooms W/Views Of Private Yard, Deck, & Patio. Fenced Yard.

Showing & Contact Information
 Show Inst: **Log In With Agent, Lisa 203-858-9126 Small Infant**
 Lockbox: **Ekb** Poss/Occupy: **March**
 Directions: **Post Road To Myrtle**
 Owner Name: **Egeberg Olav** Phone: **(207) 706-2857**

Listing & Compensation Information
 List Contract: **Exclusive Right(Sale/Lease)** Service Type:
 Docs Avail: **Property Disclosure**
 Sign: **Yes** Authorized for Internet Displays **Yes** with Address **Yes** Second MLS #:
 B. A. Comp: **.5** Comp Notes:
 Renewal Comp:

Listing Broker/Agent Information
 List Office: **William Pitt Sothebys Westport** Phone: **(203) 227-1246** Fax: **(203) 227-3615**
 ID: **NPITT1** Website: **www.williampitt.com** Email: **mcaldarone@wpsir.com**
 List Agent: **Westport Realty Group** Phone: **(203) 222-7722** Fax:
 ID: **5223** Website: **www.wrghomes.com** Email: **info@wrghomes.com**
 Co List Agt: **Lisa Hartmann** Phone: **(203) 858-9126** Fax: **(203) 226-3615**
 ID: **11005** Website: Email: **lhartmann@wpsir.com**

Selling Broker/Agent Information
 Sale Office: **The Riverside Realty Group** Phone: **(203) 226-8300** Fax: **(203) 226-8456**
 ID: **3972** Website: **www.the-riversiderealtygroup.com** Email: **info@theriversiderealtygroup.com**
 Sale Agent: **Catherine C. Blount** Phone: **(203) 858-8710** Fax: **(203) 454-2360**
 ID: **CCB1** Website: **cbwestpoorthomes.com** Email: **Cathy@cbwestpoorthomes.com**
 Co Sale Agt: Phone: Fax:
 ID: Website: Email:

121 South Compo Road, Westport, Connecticut 06880-5008
 MLS#: 98535363
 Neighborhood: N/A
 Residential Rentals/Single Family

TaxID: 54006979
 Complex:

Status: Rented

List/Sell \$: \$3,300
 County: Fairfield

Planned Unit Development: No

Adult Comm: No



Style: Cape
 Rooms: 6
 Unit Level: Bedrooms: 3 Bathrooms: 1 Full 1 Partial Fireplaces: 1
 End Unit: No Lvs in Unit: Total Units: 1 Stories: .0
 Heated above grade living area is estimated at 1,377.
 Public records lists living area above grade at 1,377, below grade at , gross sqft at 2,936.
 Garage/Park: 2 Cars/Attached, Parking Garage
 New Const:
 Ext Siding: Shingle Year Built: 1946 (Public Records)
 Basement: Full Color: Gray
 Acres: 1.41 (Public Records)
 Zoning: RES
 Sewer: Sewer Water: City Water
 Walkscore: Get More Info

Room	Level	Adx Size	Features
Bedroom	Upper		Hardwood Floor
Bedroom	Main		Hardwood Floor
Dining Room	Main		Hardwood Floor
Kitchen	Main		Tile Floor
Living Room	Main		Fireplace, Hardwood Floor
Master Bdrm	Upper		Hardwood Floor

Appliances Inc: Range, Microwave, Dishwasher, Refrigerator, Washer, Dryer
 Heating: Hot Water, Oil
 Exterior Feat: Deck
 Swim Pool: No
 Cooling: Cent. Air
 Pool Features:

Rent Type: Yearly Unfurnished
 References Req: Yes
 Tenant Pays: Water, Sewer, Electric, Oil, Cable TV, Trash, Liability Insurance, Security Dep, 2MONTH
 Lease Terms: One Year
 Rent Terms: 1Yr
 Lease/Rent Terms and Conditions: Pets Allowed: No, Smoking Allowed: No, Exec Furniture:
 Repair Clause: Yes
 Security System, Landscape/Lawn Care, All Utilities, Credit Check
 For Sale: No

Financial Information
 School Information
 Elem: Saugatuck Interm: Middle: Bedford High: Staples
 Public Remarks

Con/To Beach, Train & Shopping/Move Right In Up-Dated Kitchen & Barbs/Hardwood Floors
 Marketing History
 List Price: \$3,200
 Prev List Price: \$
 Original Price: \$3,200
 Sale Price: \$3,300
 List Date: 04/16/12
 Entered in MLS: 04/16/12
 Last update: 07/02/12
 Expire Date:
 Off Market Date: 05/02/2012
 Proposed Close: 07/01/12
 Closed Date: 07/01/12
 Sale Finance:
 ADOM: 20
 CDOM: 16

Agent Remarks
 Move In Remodeled Cape Up To Date Kitchen W/ Stainless Steelappl/ Tile Floor/Living Rm w/Fireplace/Built In Book Cases Hardwod Floors/Deck Over Looking Private Back Yard/Conv.To Train/Shopping/Beach/ Comm, Due Upon Signing Of Lease Center Island In Kit. Not Included

Showing & Contact Information
 Show Inst: Call Joan 203-331-3384
 Lockbox: Ekb-
 Directions: Post Road To Compo Rd South
 Owner Name: Gault William L
 Tenant: Patricia
 Poss/Occupy: Negp
 Phone:
 Phone:

Listing & Compensation Information
 List Contract: Exclusive Right(Sale/Lease)
 Sign: Yes
 B. A. Comp: 5%
 Renewal Comp:
 Authorized for Internet Displays Yes with Address Yes
 Service Type:
 Comp Notes:
 Second MLS #:

Listing Broker/Agent Information
 List Office: Halstead Property
 ID: NCOUN1 Website: www.halstead.com
 List Agent: Joan Prackup
 ID: N1794JP Website:
 Phone: (203) 221-0666
 Phone: (203) 331-3384
 Fax: (203) 221-9015
 Email: idicenzo@halstead.com
 Fax:
 Email: jprackup@halstead.com

Selling Broker/Agent Information
 Sale Office: Halstead Property
 ID: NCOUN1 Website: www.halstead.com
 Sale Agent: Mary Kate Klemish-Boehm
 ID: 16549 Website:
 Co Sale Agt:
 ID:
 Website:
 Phone: (203) 221-0666
 Phone: (203) 583-1027
 Fax: (203) 221-9015
 Email: idicenzo@halstead.com
 Fax:
 Email: mk_boehm@yahoo.com
 Fax:
 Email:

Listing information comes from various sources and may not always be accurate. No representation or warranty is made as to the accuracy of this information. You should verify any information that is important to your buying decision. Generated on 09/17/2012 11:25:07 AM

Report Listing Infraction

1 Woods Grove Road, Westport, Connecticut 06880-2427

MLS #: 98545804
 Neighborhood: N/A

TaxID: 54007250
 Complex:

Status: **Rented**

List/Sell \$: **\$3,200**
 County: **Fairfield**

Residential Rentals/Single Family

Model:
 Planned Unit Development: **No**

Adult Comm: **No**



Style: **Ranch**
 Rooms: **6** Bedrooms: **3** Bathrooms: **1 Full 1 Partial** Fireplaces: **1**
 Unit Level: **6** End Unit: **No** Lvl's in Unit: **1** Total Units: **1** Stories: **.0**
 Heated above grade living area is estimated at **1,545**.
 Public records lists living area above grade at **1,545**, below grade at , gross sqft at **3,880**.
 Garage/Park: **1 Cars/Attached**
 New Const:
 Ext Siding: **Clapboard** Year Built: **1953 (Public Records)**
 Basement: **None** Color: **Beige**
 Acres: **0.17 (Public Records)**
 Zoning: **RES**
 Sewer: **Sewer** Water: **City Water**
 Walkscore: **66** Very Walkable - Most errands can be accomplished on foot.

Room Information

Room	Level	Apx Size	Features
Bedroom	Main		Hardwood Floor
Bedroom	Main		Hardwood Floor
Den	Main		Hardwood Floor
Dining Room	Main		Hardwood Floor, Vaulted Ceiling(s)
Kitchen	Main		Tile Floor, Eat-in-Kitchen
Living Room	Main		Fireplace, Hardwood Floor
Master Bdrm	Main		Hardwood Floor

Additional Rms: **Foyer, Formal Dining Rm, Laundry/Utility**

General Information

Appliances Inc: **Dishwasher, Dryer, Freezer, Microwave, Range, Refrigerator, Washer**
 Heating: **Hot Air, Oil** Cooling: **Cent. Air**
 Energy Feat: **Storm Doors, Storm Windows**
 Exterior Feat: **Lighting, Patio, Sprinkler Syst**
 Area Amenities: **Golf Course, Health Club, Library, Park, Pool, Public Transportation, Shopping/Mail, Tennis Courts**
 Lot Desc: **Wood Fence**

Lease/Rent Terms and Conditions

Rent Type: **Yearly Unfurnished** Pets Allowed: **No** Smoking Allowed: **No** Exec Furniture: **No**
 References Req: **Yes** Repair Clause: **Yes** Security Dep: **2 MONS**
 Tenant Pays: **Water, Sewer, Electric, Oil, Cable TV, Trash, Liability Insurance, Ext. Maintenance, Snow Removal, Heat, Hot Water, Landscape/Lawn Care, All Utilities, Credit Check**
 Lease Terms: **One Year, Two Year** For Sale: **No**
 Rent Terms: **Yearly Unf Rental**

Financial Information

Elem: **Saugatuck** Interm: Middle: **Bedford** High: **Staples**

Public Remarks

Charming Ranch Compl Redone. Lg Dr W/Vaulted Ceiling, Liv Rmw/Fireplace & Bay Window. Newer Kit W/Access To Blue Stone Patio. Private Yard, Walk To Main Street And Restaurants

Marketing History

List Price: **\$3,300** List Date: **07/11/12** Off Market Date: **07/24/2012** ADOM: **14**
 Prev List Price: **\$** Entered in MLS: **07/11/12** Proposed Close: **08/15/12** CDOM: **14**
 Original Price: **\$3,300** Last update: **08/28/12** Closed Date: **07/24/12**
 Sale Price: **\$3,200** Expire Date: Sale Finance:

Agent Remarks

Charming Updated Ranch Within Walking Distance To Shops & Restaurants. Lr With Fireplace, Bookcases And Bay Window, Lrge Dr With Vaulted Ceiling And Bay Window. Newer Eat-In Kitchen With Access To Bluestone Patio. Mint Condition

Showing & Contact Information

Show Inst: **Call/Lb/203 856-0073**
 Lockbox: **Ekb**
 Directions: **Canal St. To Woods Grove** Poss/Occupy: **9/1/12**
 Owner Name: **Macdonald-Pugh Rachel** Phone:

Listing & Compensation Information

List Contract: **Exclusive Right(Sale/Lease)** Service Type:
 Sign: **Yes** Authorized for Internet Displays **Yes** with Address **Yes** Second MLS #:
 B. A. Comp: **1/2 M** Comp Notes:
 Renewal Comp:

Listing Broker/Agent Information

List Office: **Halstead Property** Phone: **(203) 221-0666** Fax: **(203) 221-9015**
 ID: **NCOUN1** Website: **www.halstead.com** Email: **idicenzo@halstead.com**
 List Agent: **Sandra Edwards** Phone: **(203) 856-0073** Fax:
 ID: **N87475E** Website: **sedwards@halstead.com** Email: **sedwards@halstead.com**

Selling Broker/Agent Information

Sale Office: **William Ravels Westport** Phone: **(203) 227-4343** Fax: **(203) 227-4847**
 ID: **NRAVE1** Website: **www.williamravels.com** Email: **goldsteinb@ravelsre.com**
 Sale Agent: **Michelle and Company** Phone: **(203) 454-7653** Fax: **(203) 291-4090**
 ID: **N1771MG** Website: **www.michelleandcompany.com** Email: **michelle@michelleandcompany.com**
 Co Sale Agt: Website: Phone: Fax:
 ID: Website: Email:

Residential Agent Full (2 pages)

34 Bridge Street, Westport, Connecticut 06880-4930

MLS#: **98523263** TaxID: **54005991**
 Neighborhood: **Compo Beach** SubDiv:
Single Family/Single Family

Status: **Sold** List/Sell \$: **\$510,000**
 County: **Fairfield**
 Bank Owned: **No**
 Adult Comm: **No**
 Planned Unit Development: **No**



Style: **Colonial**
 Rooms: **7** Bedrooms: **3** Bathrooms: **1 Full 1 Partial** Fireplaces: **1**
 Heated above grade living area is estimated at **1,581**.
 Public records lists living area above grade at **1,417**, below grade at , gross sqft at **2,737**.
 Garage/Park: **2 Cars/Attached**
 New Const: **No** Year Built: **1928 (Public Records)**
 Ext Siding: **Shingle** Color: **Beige**
 Basement: **Full, Unfinished, Storage**
 Construction: Roof: **Asphalt Shingle**
 Foundation: **Slab**
 Acres: **0.25 (Public Records)**
 Zoning: **RES**
 Sewer: **Sewer** Water: **City Water**
 Walkscore: [Get More Info](#)

Room	Level	Apx Size	Features
Bedroom	Upper	11.50 x 10.50	Hardwood Floor
Bedroom	Upper	10.50 x 7.00	Hardwood Floor
Dining Room	Main	12.00 x 10.00	Hardwood Floor
Kitchen	Main	14.00 x 10.00	Hardwood Floor
Living Room	Main	19.00 x 19.00	Fireplace, Hardwood Floor, Skylight, Vaulted Ceiling(s)
Master Bdrm	Upper	16.00 x 11.00	Hardwood Floor
Office	Upper	12.00 x 10.00	Hardwood Floor
Other	Main	7.00 x 11.00	

Additional Rms: **Loft, Office/Comptr Rm, Laundry/Utility**
 Laundry Loc: **1St Floor**

General Information
 Interior Feat: **Skylite, All Window Treatments, Vaulted Ceiling(s), 1/2 Bath**
 Appliances Inc: **Range, Microwave, Dishwasher, Refrigerator, Freezer, Washer, Dryer**
 Heating: **Hot Air, Oil** Cooling: **Cent. Air**
 Exterior Feat: **Patio**
 Swlm Pool: **No** Pool Features:
 Lot Desc: **Level, Fully Fenced**
 Exclusions:

Financial Information
 Property Tax: **\$6,597** Assessment: **\$378,500** Mill rate: **17.43** Home Warranty: **No**
 Owners Assoc: **No** Assoc Fee: Tax Year: **July 2011-June 2012**

School Information
 Elem: **Saugatuck** Interm: Middle: **Bedford** High: **Staples**

Public Remarks
Nicely Renovated And Spacious 3 Bedroom Colonial With Sun Filled Rooms. Kit With Granite Counters And New Stainless Appl. Office/Computer/Playroom. Lge Laundry And Mud Room. Room For Loft/Studio Above 2 Car Gar. Walk To Train & Beach.

Marketing History
 List Price: **\$559,000** List Date: **12/27/11** Off Market Date: **06/18/2012** ADOM: **175**
 Prev List Price: **\$589,000** Entered in MLS: **12/28/11** Proposed Close: **07/02/12** CDOM: **481**
 Original Price: **\$589,000** Last update: **07/17/12** Closed Date: **07/12/12**
 Sale Price: **\$510,000** Expire Date: Sale Finance:

Agent Remarks
Nicely Renovated & Spacious 3 Bedroom Colonial With Sun Filled Rooms, Kit With Granite Counters And New Stainless Appl. Office/Computer/Play Room, Large Laundry And Mud Room. Room For Loft Space/Studio Above 2 Car Gar. Move In Cond. Walk Totrain, Beach And Shops. Commuters Delight! Pleasure To Show Adorable Renovated 3 Bed Colonial Walking Distance To Train

Showing & Contact Information
 Show Inst: **Call Or Text La Angela Benzan 203-644-3510 For Confirmed Appt.**
 Lockbox: **Ekb Back Dr** Poss/Occupy: **Nego**
 Directions: **South Compo Or Imperial To Bridge**
 Owner Name: **Scafaro Mark V** Phone:

Listing & Compensation Information
 List Contract: **Exclusive Right(Sale/Lease)** Service Type:
 Docs Avail: **Property Disclosure**
 Sign: **Yes** Authorized for Internet Displays **Yes** with Address **Yes** Second MLS #:
 B. A. Comp: **2.5** Comp Notes:

Listing Broker/Agent Information
 List Office: **William Raveis Westport** Phone: **(203) 227-4343** Fax: **(203) 227-4847**
 ID: **NRAVE1** Website: Email: **goldsteinb@raveisre.com**
 List Agent: **Jeanette Dryburgh and Associates** Phone: **(203) 246-1168** Fax: **(203) 259-5627**
 ID: **JEANDRY** Website: Email: **jeanette@ct-realestate.com**
 Co List Agt: **Angela Benzan** Phone: **(203) 644-3510** Fax: **(203) 682-9327**
 ID: **15255** Website: Email: **angela.benzan@raveis.com**

Selling Broker/Agent Information
 Sale Office: **Westport Residential, LLC** Phone: **(203) 222-9778** Fax: **(203) 222-7007**
 ID: **3561** Website: Email: **julieharoun@yahoo.com**
 Sale Agent: **Sandy Rappaport** Phone: **(203) 856-9665** Fax: **(203) 227-3812**
 ID: **14206** Website: Email: **srappaport@westportres.com**
 Co Sale Agt: Phone: Fax:
 ID: Website: Email:

5 Woods Grove Road, Westport, Connecticut 06880-2427
 MLS#: 98546179 TaxID: 54011698
 Neighborhood: N/A SubDiv:
Single Family/Single Family

Status: Pending

List/Sell \$: \$589,000
 County: Fairfield
 Bank Owned: No
 Adult Comm: No

Planned Unit Development: No



Style: Colonial, Farm House
 Rooms: 7 Bedrooms: 3 Bathrooms: 1 Full 1 Partial Fireplaces: 1
 Heated above grade living area is estimated at 1,551.
 Public records lists living area above grade at 1,551, below grade at , gross sqft at 3,282.
 Garage/Park: 1 Cars/Attached, Off Street
 New Const: No Year Built: 1941 (Public Records)
 Ext Siding: Vinyl Color: White
 Basement: Full, Interior Access, Storage, Sump Pump, Unfinished
 Construction: Roof: Asphalt Shingle
 Foundation: Masonry
 Acres: 0.26 (Public Records)
 Zoning: RES
 Sewer: Sewer Water: City Water

Walkscore: 66_Very Walkable - Most errands can be accomplished on foot.

Recent: 09/08/2012 : PEND : CTS->Pend

Room	Level	Apx Size	Features
Bedroom	Upper	CHARMING	Hardwood Floor
Bedroom	Upper	QUIET	Hardwood Floor
Den	Main	OR BR	Hardwood Floor
Dining Room	Main	BUILT-INS	Hardwood Floor, Bay/Bow Window
Kitchen	Main	NEW!	Dining Area, Hardwood Floor, Eat-In-Kitchen
Living Room	Main	LOVELY !	Fireplace, Hardwood Floor
Master Bdrm	Upper	LARGE	Hardwood Floor, Ceiling Fan
Sun Room	Main	SPACIOUS	Stone Floor, Ceiling Fan, Vaulted Ceiling(s)
Foyer	Main	WELCOMING	Hardwood Floor

Additional Rms: Library/Study, Foyer, Breakfast Nook, Sun Room
 Laundry Loc: Lower Level

Appliances Inc: Dishwasher, Dryer, Grill, Microwave, Range, Washer
 Heating: Baseboard, Hot Water, Oil, Radiator
 Energy Feat: Storm Windows
 Exterior Feat: Lighting, Patio, Porch, Shed, Sprinkler Syst
 Lot Desc: Cul De Sac, Level, Partially Fenced, Privacy Fence, Wood Fence
 Exclusions:
 Cooling: Cent. Air

Property Tax: \$6,916 Assessment: \$396,800 Mill rate: 17.43
 Owners Assoc: No Assoc Fee: Tax Year: July 2011-June 2012

Elem: Saugatuck Interm: Middle: Bedford High: Staples

Public Remarks: Walk To Town. Inviting Farm House Set On Level Fenced Lot In Private Cul De Sac. Features Include New Kitchen & Bath, Air Conditioning, Wide Plank Wood Floors. Relax On The Screened Porch Then Walk To Town For Dinner!

Marketing History
 List Price: \$589,000 List Date: 07/13/12 Off Market Date: 09/08/2012 ADOM: 56
 Prev List Price: \$ Entered in MLS: 07/14/12 Proposed Close: 09/18/12 CDOM: 170
 Original Price: \$589,000 Last update: 08/27/12 Closed Date:
 Sale Price: Expire Date: Sale Finance:

Agent Remarks: Life Doesn't Get Better! Inviting Farmhouse On Private Cul De Sac Features New Kitchen, New Bath, Large Master Bedrm, Central Air, Wide Plank Wood Floors,.. Relax In The Screen Porch Then Walk To Town For Dinner! Kayak From Community Dock At The End Of The Street. See Addendum For Details. Remodeled Farmhouse On Fenced Level Yard

Showing & Contact Information
 Show Inst: Notice Required - Call Agent Lynn 203.434.8585 For Confirmed Appt. Dog
 Lockbox: None Poss/Occupy: Negot
 Directions: Main St To Canal To Woods Grove
 Owner Name: Of Record Phone:

Listing & Compensation Information
 List Contract: Exclusive Right(Sale/Lease)
 Docs Avail: Property Disclosure Service Type:
 Sign: No Authorized for Internet Displays Yes with Address Yes Second MLS #:
 B. A. Comp: 2.4 Comp Notes:
 Renewal Comp:

Listing Broker/Agent Information
 List Office: William Pitt Sothebys Westport Phone: (203) 227-1246 Fax: (203) 227-3615
 ID: NPITT1 Website: www.williampitt.com Email: mcaldarone@wpsir.com
 List Agent: Westport Realty Group Phone: (203) 227-1246 Fax:
 ID: 5223 Website: www.wrghomes.com Email: info@wrghomes.com
 Co List Agt: Lynn Fraund Phone: (203) 434-8585 Fax: (855) 329-5966
 ID: JFLOYD1 Website: www.WRGhomes.com Email: fraund@ontonline.net

Listing information comes from various sources and may not always be accurate. No representation or warranty is made as to the accuracy of this information. You should verify any information that is important to your buying decision. Generated on 09/17/2012 11:39:15 AM

Report Listing Infraction

No Image

Parcel ID : C10 / 137 / 1
 Location: 99 MYRTLE AVE
 Owner Name: WESTPORT TOWN OF
 Account Number: 29144

Parcel Value

Item	Current Appraised Value	Current Assessed Value	FY 2011 Appraised Value	FY 2011 Assessed Value
Buildings	192,000	134,400	192,000	134,400
Xtra Bldg Features	0	0	0	0
Outbuildings	0	0	0	0
Land	458,200	320,700	458,200	320,700
Total:	650,200	455,100	650,200	455,100

Owner of Record

WESTPORT TOWN OF

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
WESTPORT TOWN OF	322/ 54	8/1/1967	0

Land Use

Land Use Code	Land Use Description
923	Mun Bldg Res

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.70 AC	A	458,200	320,700

Construction Detail

Building # 1	Stories: 1 3/4 Stories	Occupancy 1
STYLE Cape Cod	Roof Structure: Gable	Roof Cover Wood Shingle
Exterior Wall 1 Clapboard	Interior Fir 1 Pine/Soft Wood	Heat Fuel Oil
Interior Wall 1 Wall Board	AC Type: Central	Total Bedrooms: 03
Heat Type: Forced Air	Total Half Baths: 1	Total Xtra Fixtrs: 0
Total Bthrms: 1	Kitchens 1	Bsmt. Garages 0
Total Rooms: 6		
Fireplaces 1		

Building Valuation

Living Area: 1,209 square feet

Year Built: 1921

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
	No Outbuildings		

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	675	675
BSM	Basement Area	667	0
FOP	Porch, Open	238	0
PTS	Patio - Stone	232	0
TQS	Three Quarter Story	667	534
WDK	Deck, Wood	64	0

No Image

Parcel ID : C06 / 025 / 1
 Location: 34 BRIDGE ST
 Owner Name: SCAFARO MARK V & ELIZABETH A
 Account Number: 5991

Parcel Value

Item	Current Appraised Value	Current Assessed Value	FY 2011 Appraised Value	FY 2011 Assessed Value
Buildings	206,800	144,800	206,800	144,800
Xtra Bldg Features	0	0	0	0
Outbuildings	12,600	8,800	12,600	8,800
Land	321,300	224,900	321,300	224,900
Total:	540,700	378,500	540,700	378,500

Owner of Record

SCAFARO MARK V & ELIZABETH A

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
SCAFARO MARK V & ELIZABETH A	2673/ 199	4/28/2006	700,000
ROURKE JAMES & ANDREA POULIOT	2397/ 194	5/3/2004	622,000
CALDWELL COURTNEY DALY & CHRIS B	1890/ 141	8/31/2001	440,000
DAMICO DOREEN A	1109/ 162	5/6/1988	220,000

Land Use

Land Use Code	Land Use Description
101	Single Family Res

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.25 AC	A	321,300	224,900

Construction Detail

Building # 1	STYLE Colonial	Stories: 2 Stories	Occupancy 1
Exterior Wall 1	Wood Shingle	Roof Structure: Gambrel	Roof Cover Asphalt Shingl
Interior Wall 1	Plaster	Interior Flr 1	Hardwood
Heat Type:	Forced Air	AC Type:	Central
Total Bthrms:	1	Total Half Baths:	1
Total Rooms:	7	Kitchens	1
Fireplaces	1		
			Heat Fuel Oil
			Total Bedrooms: 02
			Total Xtra Fixtrs: 0
			Bsmt. Garages 0

Building Valuation

Living Area: 1,417 square feet

Year Built: 1928

Extra Features

Code	Description	Units	Appraised Value
No Extra Building Features			

Outbuildings

Code	Description	Units	Appraised Value
GAR2	Garage w Lft Frame	744 S.F.	12600

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	813	813
BSM	Basement Area	500	0
CRL	Crawl Space	313	0
FOP	Porch, Open	59	0
FUS	Upper Story, Finished	204	204
PTS	Patio - Stone	348	0
TQS	Three Quarter Story	500	400

Powered by Vision Government Solutions, Inc.

No Image
 Parcel ID : C11 / 062 /
 Location: 5 WOODS GROVE RD
 Owner Name: ANDRUSYSHYN GEORGE A & DIANA
 Account Number: 11696

Parcel Value

Item	Current Appraised Value	Current Assessed Value	FY 2011 Appraised Value	FY 2011 Assessed Value
Buildings	229,700	160,800	229,700	160,800
Xtra Bldg Features	0	0	0	0
Outbuildings	0	0	0	0
Land	337,200	236,000	337,200	236,000
Total:	566,900	396,800	566,900	396,800

Owner of Record

ANDRUSYSHYN GEORGE A & DIANA

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
ANDRUSYSHYN GEORGE A & DIANA	1713/ 204	7/16/1999	425,500
KAPLAN MARSHA P	1138/ 102	6/25/1982	155,000

Land Use

Land Use Code	Land Use Description
101	Single Family Res

Land Line Valuation

Size	Zone	Appraised Value	Assessed Value
0.26 AC	A	337,200	236,000

Construction Detail

Building # 1	Stories: 2 Stories	Occupancy 1
STYLE Cape Cod	Roof Structure: Gable	Roof Cover Asphalt Shingl
Exterior Wall 1 Vinyl Siding	Interior Flr 1 Pine/Soft Wood	Heat Fuel Oil
Interior Wall 1 Drywall	AC Type: Central	Total Bedrooms: 03
Heat Type: Hot Water	Total Half Baths: 1	Total Xtra Fixtrs: 0
Total Bthrms: 1	Kitchens 1	Bsmt. Garages 0
Total Rooms: 7		
Fireplaces 1		

Building Valuation

Living Area: 1,551 square feet

Year Built: 1941

Extra Features

Code	Description	Units	Appraised Value
	No Extra Building Features		

Outbuildings

Code	Description	Units	Appraised Value
	No Outbuildings		

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	855	855
BSM	Basement Area	795	0
FGR	Garage	300	0
FOP	Porch, Open	30	0
FSP	Porch, Screen	182	0
FUS	Upper Story, Finished	520	520
PTS	Patio - Stone	272	0
SLB	Slab	60	0
TQS	Three Quarter Story	220	176
UST	Utility, Storage	48	0

LEASE DATABASE
TOWN OWNED PROPERTY

Property	Address	Lessee	Status	Commencement Date	Expiration Date	Escalator	Current Rent	Notes
Knoll House Apartments (Longshore)								
Knoll House (#1)	260 S. Compo Rd.	Cole & Cathleen Baker	Active	11/15/09	11/15/12	3% per yr.	\$926 per month	Rent increases effective Dec. 1 st of each yr.
Knoll House (#2)	260 S. Compo Rd.	Michael Krysiuk	Active	11/15/09	11/15/12		\$1492 per month	Rent increases effective July 1 st of each yr.
Knoll House (#3)	260 S. Compo Rd.	Christopher Hedlund	Active	11/15/09	11/15/12		\$1061 per month	Rent increases effective July 1 st of each yr.
Longshore Cabins								
Cabin #1	260 S. Compo Rd.	Carmen O'Neil	Active	11/15/09	11/15/12		\$1039 per month	Rent increases effective July 1 st of each yr.

**BOARD OF FINANCE
LEASE TERM SHEET
2012**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Cole H. & Cathleen Baker
3. **PROPERTY LOCATION:** 260 Compo Road South, Knollhouse #1
4. **RENT:** \$926.00 with a yearly 3% escalation.
5. **TERM:** Three years
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** \$800.00 (currently on deposit)
8. **TOWN SERVICES REQUIRED:** Ordinary maintenance is the responsibility of the Lessee. Major maintenance and repair in excess of \$250.00 is the responsibility of the Town.
9. **COMMENTS:** This lease is not occupied by a current or former Town employee. Consequently, the rent is not based on a percentage of household income.

**DATE SCHEDULED FOR
BOARD OF SELECTMEN:**

It is anticipated that this lease will be presented to the Board of Selectmen on October 17, 2012

Prepared By: Gail Kelly, Assistant Town Attorney

Date: September 26, 2012

**BOARD OF FINANCE
LEASE TERM SHEET
2012**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Michael Krysiuk
3. **PROPERTY LOCATION:** 260 Compo Road South, Knollhouse #2
4. **RENT:** \$1,492.00/month
5. **TERM:** Three Years
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** \$1,097.00 (currently on deposit)
8. **TOWN SERVICES REQUIRED:** Lessee is responsible for all utilities and ordinary maintenance. Town is responsible for major maintenance and repair involving anticipated or actual costs in excess of \$250.00 not due to Lessees' misuse or neglect.
9. **COMMENTS:**

This property is being leased in accordance with the Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport. The tenant is an employee of the Town. Rent is calculated by the Dept of Human Services and is equal to 30% of household income.

The Lessee is required to submit a yearly certification of income by April 30th of each lease year and on July 1st of each year the rent is adjusted to reflect changes in household income. The tenant is also required to submit interim recertifications of income if there are any changes in household income during any other time during the lease year.

DATE SCHEDULED FOR

BOARD OF SELECTMEN: It is anticipated that this lease will be presented to the Board of Selectmen on October 17, 2012

Prepared by: Gail Kelly, Assistant Town Attorney

Date: September 26, 2012

**BOARD OF FINANCE
LEASE TERM SHEET
2012**

1. **LANDLORD:** Town of Westport
2. **TENANT:** Christopher Hedlund
3. **PROPERTY LOCATION:** 260 Compo Road South, Knollhouse #3
4. **RENT:** \$1061.00/month
5. **TERM:** Three Years
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** \$789.00 (currently on deposit from previous lease)
8. **TOWN SERVICES REQUIRED:** Lessee is responsible for all utilities and ordinary maintenance. Town is responsible for major maintenance and repair involving anticipated or actual costs in excess of \$250.00 not due to Lessees' misuse or neglect.
9. **COMMENTS:** This property is being leased in accordance with the Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport. The tenant is an employee of the Town. Rent is calculated by the Dept of Human Services and is equal to 30% of household income.

The Lessee is required to submit a yearly certification of income by April 30th of each lease year and on July 1st of each year the rent is adjusted to reflect changes in household income. The tenant is also required to submit interim recertifications of income if there are any changes in household income during any other time during the lease year.

DATE SCHEDULED FOR

BOARD OF SELECTMEN: It is anticipated that this lease will be presented to the Board of Selectmen on October 17, 2012

Prepared by: Gail Kelly, Assistant Town Attorney

Date: September 26, 2012

BOARD OF FINANCE LEASE TERM SHEET

1. **LANDLORD:** Town of Westport
2. **TENANT:** Carmen O'Neil
3. **PROPERTY LOCATION:** 260 Compo Road South, Cabin #1
4. **RENT:** \$1039.00/month
5. **TERM:** Three Years commencing November 15, 2012
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** 1,263.00 (On deposit from previous lease)
8. **TOWN SERVICES REQUIRED:** Town is responsible for major maintenance and repair involving anticipated or actual costs in excess of \$250.00.
9. **COMMENTS:** This property is subject to the Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport. Rent is calculated by the Department of Human Services and is equal to 30% of household income.

The Lessee is required to submit a yearly recertification of income by April 30th and on July 1st of each year rent is adjusted to reflect changes in household income. The tenant is also required to submit interim recertifications of income if there are any changes in household income during any other time during the lease year.

DATE SCHEDULED FOR

BOARD OF SELECTMEN: It is anticipated that this lease will be presented to the Board of Selectmen at its October 17, 2012 meeting

Prepared By: Gail Kelly, Assistant Town Attorney
Date: September 25, 2012

**TOWN OF WESTPORT
SPECIMEN LEASE AGREEMENT**

PARTIES

This Lease made the ____ day of _____, 2009, between the Town of Westport, (hereinafter referred to as "Town"), and _____, (hereinafter referred to, jointly and severally, as "You").

PREMISES

The Town of Westport has rented to You and You have rented from the Town the premises at 260 South Compo Road, _____ # ____, Westport, Connecticut, together with any fixtures and appliances contained therein (hereinafter the "Premises").

You have examined the Premises and as of the date of this Lease, they are in good order and repair.

TERM

Unless earlier terminated, this Lease begins _____, 2012 and ends on _____, 2015.

RENT; SCHEDULE OF PAYMENTS

Rent shall be calculated in accordance with the Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport (the "Policy") attached hereto as Exhibit A.

You agree to pay a monthly rent of _____ (\$ _____.00). Payment shall be made on or before the first day of every month during the term of the Lease at the Department of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880.

On July 1st of each year during the term of this Lease, rent will be subject to adjustment by the Town to reflect household income changes, if any, which are disclosed on the annual recertification of income submitted by You on or before April 30, as required. Any further adjustments of rent shall be made thirty (30) days after the receipt of any interim recertifications submitted as required herein. The Town agrees to give written notice of any such adjustment by an addendum to be made a part of this Lease, stating the amount of the adjusted monthly rental which you will be required to pay.

SECURITY DEPOSIT

You have deposited with the Town the sum of \$ _____ .00 as a security for the full performance by You of all of Your covenants and agreements in this Lease. The security will be returned to You together with the interest thereon required by law after the termination of the Lease upon Your full compliance with its terms.

REGULARLY SCHEDULED RECERTIFICATIONS

Every year on the 30th day of April, You will submit a recertification of income and such other information as may be necessary to determine Your rent. Such recertification shall be in the form of Exhibit B hereto and sent to the Director of Parks and Recreation, 260 South Compo Road, Longshore Club Park, Westport, CT 06880.

INTERIM RECERTIFICATIONS

You agree to advise the Town immediately if any of the following changes occur:

1. Any household member moves out of the Premises.
2. Any adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.

YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.
2. You will submit all annual and interim recertifications of income.
3. You shall pay all charges for all operating expenses and all utilities on the Premises, including, but not limited to fuel, telephone, gas, electric service, and garbage removal.
4. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises.
5. You shall make no alterations in the Premises, including painting and wallpapering, without the Town's prior approval. Any alterations and improvements built or placed on the Premises, except moveable personal property, shall be the property of the Town and, unless otherwise agreed to, shall remain on the Premises.
6. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
7. You shall, at Your own expense, make all repairs resulting from misuse or neglect. You shall also make all minor repairs to the Premises. A "minor repair" shall be defined as any single item of repair costing \$250.00 or less.
8. You shall comply with all laws of the State of Connecticut and any and all rules, ordinances and regulations of the Town, as may relate to the Premises. You shall be responsible for all fines, penalties and costs for any actual or threatened violation of any such laws, rules, regulations and ordinances.
9. You shall not assign this Lease nor sublet all or any part of the Premises, or transfer the use or possession of any fixture or appliance, without the Town's prior written consent. You shall not use or permit the Premises to be used except as a private residence. The Premises shall not be used for any hazardous activity or for the purpose of carrying on any business, profession or trade of any kind.
10. The Premises shall be occupied by no more than two (2) adults. You may not permit other persons to join the household without notifying the Town and obtaining the Town's permission.

- 11 You shall not permit the Premises to remain unoccupied for more than 10 days at one time without prior notice to the Town and its written approval.
12. You shall permit the Town or its agents, to show the Premises to persons wishing to rent or purchase same during the last 30 days of the term of this Lease.
13. You shall permit the Town or its agents to enter the Premises at reasonable times upon reasonable notice to inspect or make necessary repairs. You will not unreasonably deny the Town the right to enter the Premises. The Town or its agents may enter the Premises at any time in case of emergency.
14. Upon the termination of this Lease or Your occupancy of the Premises, You shall surrender the Premises and any fixtures, furnishings and appliances to the Town in as good condition as they were at the beginning of this Lease, reasonable use and wear thereof and damage by the elements excepted. The Premises shall be left clean and in good order at the termination of this Lease.
15. You shall keep all furniture, fixtures and appliances that are included in the Lease in good order and repair, at Your own expense. You shall pay for or replace any damage, breakage or loss of any leased furniture, fixtures or appliances.
16. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.
17. You agree to leave the oil tank full at the end of the Lease.
18. You agree to maintain, throughout the term of this Lease, personal liability insurance for the benefit of both You and the Town in the amount of \$300,000.00. Said policy shall name the Town of Westport as an additional insured. Said policy is also subject to prior approval of the Town.
19. You shall deliver to the Town a certificate of insurance prior to execution of this Lease and a new certificate upon the renewal of any insurance policy.

TOWN'S PROMISES AND OBLIGATIONS

1. The Town represents that it has good right to Lease the Premises to You.
2. The Town shall deliver the Premises to You in good condition, with all appliances and systems in working order.
3. The Town shall permit You to use and occupy the Premises for the term of this Lease upon Your paying the rent and performing Your covenants and agreements.
4. If the Premises shall be partially damaged by fire or other causes (other than Your fault or negligence), the Town shall make the repairs as speedily as possible, at its expense. There shall be an abatement of rent for the time during which the Premises are damaged.
5. If the Premises are rendered unusable by fire or other casualty, You may vacate the Premises and terminate this Lease. If You decide to terminate the Lease, You must notify the Town in writing within 14 days after vacating that You are terminating the Lease. The Town shall then adjust the rent

proportionately.

ANIMALS

No pets or animals of any kind shall be permitted on the Premises.

TERMINATION

1. The Town shall have the right to terminate this Lease, if:

(a) Any payment of rent shall remain due and unpaid for 15 days after it shall have become due and payable.

(b) You fail to provide annual or interim re-certifications or any other information when required.

(c) You fail to comply with any other covenant or agreement set forth herein within fifteen (15) days of receiving notice of Your failure to comply with such covenant or agreement.

(d) No member of the household is an employee or full time retiree of the Town of Westport.

2. If this Lease is terminated, the Town shall give You notice to quit possession or occupancy of the Premises.

3. If the Town waives any default by You, that will not affect the Town's rights upon a subsequent default.

4. If You are in default under this Lease and if the Town refers the matter to an attorney, You will pay the Town reasonable attorney fees. You will also pay the Town all of its other collection costs and expenses. You will also pay the Town reasonable attorney fees and court costs in the event of any holdover rental.

5. If the Town has the right to terminate this Lease, it may recover possession of the Premises in accordance with the laws of the State of Connecticut.

ABANDONMENT

If at any time during the term of this Lease You abandon the Premises, the Town may, at its option, enter the leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to You for damages or for any payment of any kind whatever and may, at its discretion, as agent for You relet the leased Premises, or any part of the leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all rent payable by virtue of such reletting. The Town may hold You liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Town by means of such reletting.

If the Town's right of re-entry is exercised following abandonment of the Premises by You, then Town may consider any personal property belonging to You and left on the Premises to also have been

abandoned, in which case Town may dispose of all such personal property in any manner Town shall deem proper and is hereby relieved of all liability for doing so.

HOLDOVER BY YOU

If You remain in possession of the Premises with the consent of the Town after the expiration of this Lease, a new tenancy from month-to-month shall be created between You and the Town which shall be subject to all the terms and conditions of this Lease Agreement, but which shall be terminated by 30 days written notice served by either You or the Town on the other party.

GENERAL

1. This Lease may be enforced against both of Us, Our heirs, administrators, executors, successors and assigns.
2. You understand that the Town has prepared and presented to You this Lease in a good faith attempt to comply with Connecticut General Statutes Section 42-151, et seq., the so-called Plain Language Bill.
3. Notices may be sent to You at the address of the Premises. Notices may be sent to the Town at 110 Myrtle Avenue, Westport, CT 06880.

INDEMNIFICATION

You shall indemnify and save harmless the Town from any and all claims against the Town arising from any accident, injury, or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from any of Your acts, omissions or negligence or your agents, employees, invitees or visitors.

FAIR HOUSING POLICY

The Town of Westport does not discriminate against any person in the leasing of any Town-owned premises because of race, creed, color, sex, national origin, ancestry, sexual orientation, marital status, age, lawful source of income, familial status, learning disability or physical or mental disability.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the _____ day of _____, 2012.

WITNESSES:

By: Gordon F. Joseloff
First Selectman

WITNESSES:

By: _____
Lessee

Approved as to form:

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

Gail Kelly
Assistant Town Attorney

Gary Conrad
Finance Department

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss. TOWN OF WESTPORT Date: _____

Personally appeared Gordon F. Joseloff as First Selectman of the Town of Westport, a Municipal Corporation, Signer and Sealer of the foregoing instrument, being duly authorized, he acknowledged the same to be his free act and deed and the free act and deed of the Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss. TOWN OF WESTPORT Date: _____

Personally appeared _____, Signer and Sealer of the foregoing instrument, being duly authorized, she acknowledged the same to be her free act and deed, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

RECERTIFICATION OF ANNUAL INCOME BY TENANT FAMILY

Household Information

Household name: _____

Household size (total number in household): _____

Household members (list): _____

Address

260 South Compo Road
Knollhouse #3
Westport, CT 06880

Income Information

Annual (gross) income (total of all household members): \$ _____

Household income information shall be sent to the Director of Parks and Recreation, 260 Compo Road South, Longshore Club Park, Westport, CT 06880.

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the Town.

Signature of _____

or
Authorized Representative _____

Date: _____

Telephone: _____

Policy for Rental of Residential Housing Units Owned and Operated by the Town of Westport

WHEREAS, The Town of Westport owns various residential units which it desires to rent;

WHEREAS, The Board of Selectman wishes to establish a standard policy for leasing these residential units;

THEREFORE, This policy hereby establishes guidelines for management of these residential units:

Properties covered by this policy

Cabin 1
Longshore Club Park

Cabin 9
Longshore Club Park

Cabin 10
Longshore Club Park

Knoll House, Apartments #1, #2, #3
Longshore Club Park

99 Myrtle Ave

52 Compo Road South

52 B Compo Road South

Policy

Management of Properties

Management responsibilities are to be directed by the Parks and Recreation Department. Management responsibilities include the collection of rental payment, supervision of use of the properties and supervision of maintenance of properties.

Lease

Leases are to be maintained for each dwelling at all times in accordance with this policy. All leases are to be approved by the Board of Selectman. Leases should be based on the following criteria:

Duration of Lease

All leases should be for a period of not more than three years. Any renewal option to be held solely by the Town of Westport. Renewal must be approved by the Board of Selectman.

Lease Payment Amount**Workforce Housing**

Residential units owned by the Town of Westport shall be made available to Town Employees and designated as workforce housing. Rent for Workforce Housing will be a percentage of household income as established by the Department of Human Services.

Non-Workforce Housing

In the event no Town Employee is selected for the workforce housing option, base rent shall be established based on a market appraisal with the approval of the lease by the Board of Selectman and shall be adjusted by the Consumer Price Index for succeeding years of the lease. Execution of any renewal option shall also include a CPI adjustment. Any adjustment in the lease payment other than an annual CPI adjustment in accordance with this provision shall be approved by the Board of Selectman.

Use of Premises

All properties under this policy are intended for use as residential units.

Number of Occupants

Consistent with the desire to maintain these properties as residential units, at no time may the leased premises be occupied by more than two adult persons without the prior, express and written consent of the First Selectman.

Selection of Tenants

Selection of tenants shall be made in accordance with the "***Tenant Selection Policy for Town-Owned Residences***"

TENANT SELECTION POLICY
For Housing Units Owned and Operated
By the Town of Westport

WHEREAS, The Town of Westport owns various residential units which it desires to rent;

WHEREAS, the Board of Selectmen wishes to select tenants for these residential units pursuant to a standard policy;

THEREFORE, this policy hereby establishes the process for selecting tenants:

This process shall be used for selection of tenants for properties indicated in the "Policy for Rental of Residential Housing Units owned and operated by the Town of Westport".

Workforce Housing: It is the intent of the Town of Westport to make residential unit available to Town Employees as workforce housing with rent established in accordance with policy of the Department of Human Services based on employee income. If no Town of Westport Employee is selected for workforce housing based on criteria 1 and 2 below, the Town will then establish a market rental rate and proceed with tenant selection beginning anew with criteria 1.

1. When a vacancy occurs, all full-time Town employees (as defined by the Personnel Department with a minimum of six months service with the Town at the time of submission of a lottery ballot), and retired full-time employees, shall be eligible to submit a ballot for a lottery. Each eligible person is entitled to one ballot. All ballots shall be placed in a box and one ballot shall be randomly drawn from the box. The Town shall perform a standard background and reference check of the winner. Ballots will continue to be drawn until a qualified person enters into a lease.
2. If the lottery described in paragraph (2) does not produce a tenant, then regular part-time Town employees (as defined by the Personnel Department with a minimum of 60 days service with the Town at the time of submission of a lottery ballot) shall be eligible to submit a ballot for a lottery. Each eligible person is entitled to one ballot. All ballots shall be placed in a box and one ballot shall be randomly drawn from the box. The Town shall perform a standard background and reference check of the winner. Ballots will continue to be drawn until a qualified person enters into a lease.
3. If the lottery described in paragraph ^{(1) and (2)} (2) does not produce a tenant, then a lottery open to members of the general public over the age of eighteen shall be held. Each person is entitled to one ballot. All ballots shall be placed in a box and one ballot shall be randomly drawn from the box. The Town shall perform a standard background and reference check of the winner. Ballots will continue to be drawn until a qualified person enters into a lease.

4. At the discretion of the First Selectman, any member of the general public may be selected to be a tenant without the holding of a lottery as provided above.
5. All tenants shall sign a lease approved by the Board of Selectman. The tenants occupying the units referenced in paragraph (1) on August 1, 1999 shall remain in their respective units until their tenancies expire.

Adopted by Board of Selectman
April 12, 2000

(Stuart/Tenant Selection)



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

ITEM # 11

UNAPPROVED MINUTES

PUBLIC HEARING

The Board of Finance held its Public Hearing on **Wednesday, October 3, 2012** in the Auditorium of Town Hall. The meeting was called to order at 7:00 p.m.

Members present: Collins, Garten, Kaner, Lasersohn, Pincavage, 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.

3. Discussion and recommendation of Pension and OPEB actuarial assumptions.

Mr. Lasersohn moved and Ms. Garten seconded a motion to recommend a discount rate of 6.125 percent and a salary scale of 3.5 percent.

Vote: 6-0. Motion APPROVED

4. Discussion of the received bids and recommendation of the Baron's South Committee.

Marty Hauhuth, Rev. Edward Horne and Steve Daniels made the presentation on behalf of the Baron's South Committee. No action was taken.

RECOMMENDATION

5. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the renewal of the residential lease at 99 Myrtle Avenue.

WITHDRAWN

6. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend a three year renewal of four leases of residential property located at 260 S. Compo Road (Longshore).

WITHDRAWN

APPROVAL OF MINUTES

7. Approve the Board of Finance Minutes of the July 24, 2012 special meeting.

Mr. Lasersohn moved and Ms. Collins seconded a motion to approve the minutes of the July 24, 2012 special meeting.

Vote: 6-0. Motion APPROVED

8. Approve the Board of Finance Minutes of the September 5, 2012 regular meeting.

Mr. Lasersohn moved and Ms Garten seconded a motion to approve the minutes of the September 5, 2012 regular meeting.

Vote: 6-0. Motion APPROVED

9. Approve the Board of Finance Minutes of the September 24, 2012 special meeting.

Mr. Kaner moved and Ms Collins seconded a motion to approve the minutes of the September 24, 2012 special meeting.

Vote: 6-0. Motion APPROVED

ADJOURNMENT

Mr.Lasersohn moved and Ms Collins seconded a motion to adjourn at 10:21 p.m.

Vote: 6-0. Motion APPROVED

Submitted by H. Garten 10/4/12