

RESOLUTIONS

(1)

RESOLVED: That upon the request of the First Selectman, the Commercial Property Assessed Clean Energy Agreement between the Town of Westport and the Clean Energy Finance and Investment Authority, (the C-PACE Agreement) is hereby approved; and be it further

RESOLVED: That the First Selectman is hereby authorized and directed, on behalf of the Town of Westport, to execute and deliver the C-PACE Agreement, substantially in the form provided, together with all other documents that he may determine to be necessary and appropriate to evidence, secure and otherwise complete the Agreement.

(2)

RESOLVED: That upon the recommendation of the Board of Finance, and a request by the Library Director, the sum of \$146,500 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account for the purchase and installation of a new Integrated Library System is hereby appropriated.

(3)

RESOLVED: That upon the recommendation of the Board of Finance, and a request by the Library Director, the sum of \$112,500 to the Capital & Nonrecurring Expenditure Fund (C&NEF) Account for the purchase and installation of a new Radio Frequency Identification System is hereby appropriated.

(4)

RESOLVED: That upon the request of at least 20 electors of the Town of Westport, the following sense of the meeting resolution is hereby adopted:

“We the members of the Westport Representative Town Meeting support gun control legislation in the United States and urge the President and federal legislators, as well as Connecticut state legislators, to enact a ban on automatic and semi-automatic assault weapons and high-capacity magazine clips. Furthermore, we support closing the “gun-show loophole” that allows people to buy guns at trade shows and from private dealers without background check.”

(5)

RESOLVED: That upon the request of the Finance Director, an amendment adding Article VIIIA to the **Town of Westport Defined Contribution Retirement Plan, (Effective January 1, 2012)** is hereby approved. Said amendment to be effective January 1, 2013. Full text of the amendment is as follows.

## ARTICLE VIII A

### LOANS TO PARTICIPANTS

#### 8A.1 In General.

(a) In the sole discretion of the Retirement Committee, the Retirement Committee may direct the Trustee to make a *bona fide* loan to a Participant who is an Employee; provided, however, that all loans granted hereunder:

- (1) Are available to all potential borrowers on an equivalent basis; and
- (2) Are made in accordance with and subject to all the provisions of this Article VIII A.

(b) The minimum initial amount of any loan shall be \$1,000.

(c) No more than one loan from the Plan may be outstanding at any time.

(d) Each loan shall be charged against the borrower's Pick-Up Account.

(e) Any origination and maintenance fees in connection with a loan shall be deducted from the borrower's Pick-Up Account.

#### 8A.2 Interest.

All loans pursuant to this Article VIII A shall be considered Trust Fund investments, and as such shall bear interest at the "prime rate" as set forth in the first edition of *The Wall Street Journal* during the month in which the loan is requested, rounded to the nearest ¼%.

#### 8A.3 Maximum to be Loaned.

A loan to a borrower made pursuant to this Article VIII A [when added to the outstanding balance of all other loans made to such borrower by any other qualified plans maintained by the Town ("Other Plans")] shall be limited to the lesser of:

- (a) \$50,000, reduced by the excess (if any) of the highest outstanding balance of loans from this Plan and Other Plans to the borrower during the one-year period ending on the day before the date on which such loan from this Plan is made, over the outstanding balance of loans to the borrower from this Plan and Other Plans on the date on which such loan was made; or
- (b) One half of the balance of the borrower's Pick-Up Account.

For purposes of the above limits, all qualified plans of the Town shall be considered one plan.

#### 8A.4 Repayment.

The period for repayment of any loan shall be arrived at by mutual agreement between the Retirement Committee and the borrower pursuant to a uniform, nondiscriminatory policy, but in no event shall the term of any such loan exceed a period of 5 years from the effective date of the loan, except that a longer period of up to 15 years may apply to any loan used to acquire any dwelling unit that within a reasonable time is to be used (determined at the time the loan is made) as the principal residence of the borrower. The repayment of any loan shall be fully amortized over the term of the loan and shall be made by payroll deductions as wages are paid by the Town to the borrower. Repayment of a loan shall be credited to the borrower's Pick-Up Account.

#### 8A.5 Truth-in-Lending.

Where required by law, each borrower receiving a loan hereunder shall receive a statement clearly reflecting the charges involved in each loan transaction, which statement shall also include the dollar amount and annual interest rate of any finance charge.

8A.6 Purpose of Loan.

All applications for loans shall state the purpose for which the loan is sought. The Retirement Committee may approve a loan for any reasonable purpose, provided that the Retirement Committee is satisfied as to the potential borrower's ability to repay the loan and provided further that the Retirement Committee's decision to approve or deny a loan shall not be based upon any criteria which have the effect of discriminating for or against any group or groups of potential borrowers

8A.7 Collateral Security.

Notwithstanding any other provision of the Plan to the contrary, in the event of a loan the Retirement Committee shall require or take such security from the borrower as shall be available, feasible or practical under all of the circumstances, uniformly administered, but in any and all events and whether or not any other security shall be obtained or shall be obtainable, the Retirement Committee shall always take and have as collateral security a security interest in one half of said borrower's entire vested right, title and interest in his Accounts in this Plan and in this connection the Retirement Committee shall also have the right (i) upon default in payment of any installment due under the terms of repayment of such loan to accelerate (with or without notice) the unpaid indebtedness of any such loan and to offset the amount of such indebtedness against any distribution then due or to become due to the borrower, but if no distribution is then due, or becoming due, then upon notice to the borrower, to debit the borrower's vested Accounts in this Plan by any such amount; and (ii) upon termination of the borrower's employment with the Town or other event permitting or requiring distribution, to accelerate (with or without notice) such indebtedness and to pay or cause payment to the Trust of the entire unpaid amount of principal and accrued interest from any benefits then payable or distributable to the borrower. If such applications do not fully satisfy the borrower's indebtedness, he shall remain liable for and continue to make payments on any unpaid balance still due.

8A.8 Rules and Regulations.

The Retirement Committee shall have the authority to prescribe rules and regulations for the administration of this Article VIIIA. All such rules and regulations shall be in writing, shall be communicated to all Participants and shall be considered part of the Plan.

(6)

**RESOLVED:** That upon the request of the Finance Director, an amendment adding Article VIIA to the **Town of Westport 401(k) Plan, as Amended and Restated, effective October 1, 2012** is hereby approved. Said amendment to be effective January 1, 2013. Full text of the amendment is as follows.

**ARTICLE VIIA**

**LOANS TO PARTICIPANTS**

7A.1 In General.

(a) In the sole discretion of the Retirement Committee, the Retirement Committee may direct the Trustee to make a *bona fide* loan to a Participant who is an Employee; provided, however, that all loans granted hereunder:

- (1) Are available to all potential borrowers on an equivalent basis; and

- (2) Are made in accordance with and subject to all the provisions of this Article VIIA.
- (b) The minimum initial amount of any loan shall be \$1,000.
- (c) No more than one loan from the Plan may be outstanding at any time.
- (d) Each loan shall be charged against the borrower's 401(k) Account and Rollover Account, as the case may be, in proportion to the sources of funds used to provide such loan from such Accounts.
- (e) Any origination and maintenance fees in connection with a loan shall be deducted from the borrower's 401(k) Account and Rollover Account, as the case may be, in proportion to the sources of funds used to provide such loan from such Accounts.

7A.2 Interest.

All loans pursuant to this Article VIIA shall be considered Trust Fund investments, and as such shall bear interest at the "prime rate" as set forth in the first edition of *The Wall Street Journal* during the month in which the loan is requested, rounded to the nearest ¼%.

7A.3 Maximum to be Loaned.

A loan to a borrower made pursuant to this Article VIIA [when added to the outstanding balance of all other loans made to such borrower by any other qualified plans maintained by the Town ("Other Plans")] shall be limited to the lesser of:

- (a) \$50,000, reduced by the excess (if any) of the highest outstanding balance of loans from this Plan and Other Plans to the borrower during the one-year period ending on the day before the date on which such loan from this Plan is made, over the outstanding balance of loans to the borrower from this Plan and Other Plans on the date on which such loan was made; or
- (b) One half of the sum of the balances of the borrower's Accounts in this Plan.

For purposes of the above limits, all qualified plans of the Town shall be considered one plan.

7A.4 Repayment.

The period for repayment of any loan shall be arrived at by mutual agreement between the Retirement Committee and the borrower pursuant to a uniform, nondiscriminatory policy, but in no event shall the term of any such loan exceed a period of 5 years from the effective date of the loan, except that a longer period of up to 15 years may apply to any loan used to acquire any dwelling unit that, within a reasonable time is to be used (determined at the time the loan is made) as the principal residence of the borrower. The repayment of any loan shall be fully amortized over the term of the loan and shall be made by payroll deductions as wages are paid by the Town to the borrower. Repayment of a loan shall be credited to the borrower's Accounts in proportion to the sources of funds used to provide such loan from such Accounts.

7A.5 Truth-in-Lending.

Where required by law, each borrower receiving a loan hereunder shall receive a statement clearly reflecting the charges involved in each loan transaction, which statement shall also include the dollar amount and annual interest rate of any finance charge.

7A.6 Purpose of Loan.

All applications for loans shall state the purpose for which the loan is sought. The Retirement Committee may approve a loan for any reasonable purpose, provided that the Retirement Committee is satisfied as to the potential borrower's ability to repay the loan and provided further that the Retirement Committee's decision to approve or deny a loan shall not be based upon any criteria which have the effect of discriminating for or against any group or groups of potential borrowers

7A.7 Collateral Security.

Notwithstanding any other provision of the Plan to the contrary, in the event of a loan the Retirement Committee shall require or take such security from the borrower as shall be available, feasible or practical under all of the circumstances, uniformly administered, but in any and all events and whether or not any other security shall be obtained or shall be obtainable, the Retirement Committee shall always take and have as collateral security a security interest in one half of said borrower's entire right, title and interest in his Accounts in this Plan and in this connection the Retirement Committee shall also have the right (i) upon default in payment of any installment due under the terms of repayment of such loan to accelerate (with or without notice) the unpaid indebtedness of any such loan and to offset the amount of such indebtedness against any distribution then due or to become due to the borrower, but if no distribution is then due, or becoming due, then upon notice to the borrower, to debit the borrower's Accounts in this Plan by any such amount; and (ii) upon termination of the borrower's employment with the Town or other event permitting or requiring distribution, to accelerate (with or without notice) such indebtedness and to pay or cause payment to the Trust of the entire unpaid amount of principal and accrued interest from any benefits then payable or distributable to the borrower. If such applications do not fully satisfy the borrower's indebtedness, he shall remain liable for and continue to make payments on any unpaid balance still due.

7A.8 Rules and Regulations.

The Retirement Committee shall have the authority to prescribe rules and regulations for the administration of this Article VIIA. All such rules and regulations shall be in writing, shall be communicated to all Participants and shall be considered part of the Plan.



## WESTPORT, CONNECTICUT

GORDON F JOSELOFF  
First Selectman

BACK UP MATERIAL  
RTM ITEM # 1

December 10, 2012

Mr. Hadley Rose  
Moderator, RTM  
Town of Westport  
Westport, CT 06880

Dear Hadley:

As First Selectman I hereby respectfully request that the Representative Town Meeting approve the Commercial Property Assessed Clean Energy Agreement between the Town of Westport and the Clean Energy Finance and Investment Authority, (the C-PACE Agreement), and to authorize the First Selectman, on behalf of the Town of Westport, to execute and deliver the C-PACE Agreement, substantially in the form provided, together with all other documents that may be necessary and appropriate to evidence, secure and otherwise complete the Agreement.

Enclosed are copies of a summary sheet, the C-PACE Agreement and resolution for the RTM's review.

If you have any questions, please do not hesitate to contact me. Thank you in advance for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read "G. Joseloff".

Gordon F. Joseloff  
First Selectman

GFJ:ps  
Enclosures

cc: Gail Kelly, Assistant Town Attorney  
Patricia Strauss, Town Clerk ✓  
David Mann, Chair, Green Task Force



# C-PACE - A Clean Energy Opportunity for Commercial Buildings in CT

Municipalities

## Property Assessed Clean Energy

In 2012, Connecticut passed legislation enabling Property Assessed Clean Energy or "PACE", an innovative financing model that will allow building owners across the state to access cleaner, cheaper, and more reliable energy. Hundreds of millions of dollars in energy upgrades are possible in Connecticut and PACE will enable our state to access the private capital to finance it.

## How does PACE financing work?

PACE is a tax-lien financing program that allows interested property owners to finance qualifying energy efficiency and clean energy improvements on their buildings through an additional charge ("assessment") on their property tax. Similar to a sewer tax assessment, capital provided under a PACE program is secured by a lien on the owner's property tax bill and paid back over time. Like other benefit assessments, the PACE lien is a non-accelerating, senior lien secured by the property. The repayment obligation transfers automatically to the next owner if the property is sold. Because the payment is tied to the property tax, low interest capital can be raised from the private sector with no government financing required. This arrangement spreads the cost of clean energy improvements – such as energy efficient boilers, upgraded insulation, new windows, or solar installations – over the expected life of the measure.

## Program Description

Connecticut's Commercial & Industrial PACE (C-PACE) program, which is administered by the Clean Energy Finance and Investment Authority (CEFIA), offers financing to commercial, industrial, and multi-family property owners. This game-changing program is available statewide; any interested municipalities can opt-in through an agreement with CEFIA. Eligible upgrades will reduce the energy consumption and / or provide clean energy to the property. Although there is no financing minimum, PACE financing is best suited for capital improvements greater than \$150,000.

## What types of buildings are eligible?

- **LOCATION:** The property is located within a municipality that has adopted a resolution joining the C-PACE program.
- **OWNERSHIP:** The applicant is the legal owner of the property and all the legal owners of such property agree to participate.
- **PROPERTY TYPE:** The property must be non-residential, or 5 or more dwelling units, and pay property taxes or have a property tax ID.
- **PROPERTY-BASED DEBT:** The property must be current on property tax and assessment payments. The property owner must not have any involuntary liens, defaults, or judgments applicable to the subject property.
- **LENDER CONSENT:** The property owner must provide evidence that the mortgage holder(s) on the property consents to the PACE assessment, if applicable.

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## What types of upgrades are eligible?

- High efficiency lighting
- Heating ventilation air conditioning (HVAC) upgrades and controls
- High efficiency chillers, boilers, furnaces and water heating systems
- Building enclosure/envelope improvements
- Building automation (energy management) systems
- Renewable energy systems
- See [www.ctcleanenergy.com/cpace](http://www.ctcleanenergy.com/cpace) for a complete list

## How does a municipality benefit from PACE?

- C-PACE allows building owners in enabled municipalities to access financing to upgrade their buildings.
- C-PACE is an economic development tool for municipalities. Energy upgrades create a more competitive environment for businesses by lowering energy costs.
- Energy upgrades create jobs, reduce pollution, and attract new businesses to town.
- Many communities across Connecticut have made commitments to clean energy – C-PACE offers a way for building owners to finance those commitments.
- CEFIA is working with municipalities to reimburse for costs associated with joining the program.

## How do building owners benefit from PACE?

- Offers 100% upfront financing for qualified energy upgrades.
- Allows for deeper energy upgrades and allows projects to be cash flow positive from the outset because the financing offered is relatively low cost and payable over an extended period of time (up to 20 years); this means that the energy savings can more than offset the increase in property tax increase.
- PACE lien stays with the property if it changes owners and doesn't accelerate in case of default.
- Security of the tax lien allows building owners, who often lack investment grade credit ratings, to access third party financing for energy upgrades.

## How can I access PACE financing?

1. Choose your upgrades. Work with an energy contractor to identify projects that reduce energy use or install clean energy systems.
2. Apply to CEFIA for approval. CEFIA will work with you to secure low-cost financing.
3. Install project and get funding. When approved, CEFIA will request a lien to be placed on your property and funding will be dispersed once the project is completed.
4. Make Payments. Repay your PACE financing through a line item on your property tax bill over the course of up to 20 years. If you sell the property, the assessment stays with the building.

## Benefits of PACE Financing

PACE financing offers a broad range of benefits to municipalities, building owners, mortgage holders, investors and energy efficiency / renewable energy contractors.

A complete discussion of these benefits can be found online at [www.ctcleanenergy.com/CPACEbenefits](http://www.ctcleanenergy.com/CPACEbenefits)

FOR MORE INFORMATION

Contact Jessica Bailey,

Director, Commercial and Industrial PACE

Clean Energy Finance and Investment Authority

[jessica.bailey@ctcleanenergy.com](mailto:jessica.bailey@ctcleanenergy.com)

(860) 257-2888

or visit [ctcleanenergy.com/cpace](http://ctcleanenergy.com/cpace)



**COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY ("C-PACE") AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **TOWN OF WESTPORT, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

**RECITALS**

**Whereas**, Commercial Property Assessed Clean Energy (C-PACE) is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

**Whereas**, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

**Whereas**, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

**Whereas**, to secure financing for the program, the Authority and the municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties.

**Whereas**, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

**Section 1 - Definitions.**

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) “Commercial or industrial property” means any real property other than a residential dwelling containing less than five dwelling units.

(d) “Benefitted property owner” means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) “Commercial sustainable energy program” means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) “Benefit assessment” means the assessment authorized by the Act.

## **Section 2 - Obligations of the Authority.**

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;

ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;

iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):

A. the date of the financing agreement,

B. the outstanding amount of the financing,

C. the total principal balance and accrued interest outstanding, and

D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued

interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) **Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

### **Section 3 - Obligations of the Municipality.**

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property especially benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall

provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

**(d) Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

**(e) Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

**(f) Collection of Delinquent Payments.**

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

**(g) Promotion of Program; Assistance for Authority Financing; Payment to Municipality.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Authority agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Authority shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

#### **Section 4 - Indemnification.**

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Authority's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

#### **Section 5 - Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding.

#### **Section 6 -Default.**

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

#### **Section 7 - Miscellaneous Provisions.**

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in

connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

TOWN OF WESTPORT  
INSERT STREET ADDRESS  
WESTPORT, CT ZIP CODE  
Attention: INSERT NAME

If to the Authority:

Clean Energy Finance and Investment Authority  
865 Brook Street  
Rocky Hill, Connecticut 06067  
Attention: President

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.



(i) **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of the following Executive Orders: Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

**IN WITNESS WHEREOF**, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

**TOWN OF WESTPORT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CLEAN ENERGY FINANCE AND  
INVESTMENT AUTHORITY**

By: \_\_\_\_\_  
Bryan T. Garcia, President

**APPROVING RESOLUTION**  
(Draft dated 8/16/12)

**CITY/TOWN OF \_\_\_\_\_  
RESOLUTION TO APPROVE  
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY ("C-PACE") AGREEMENT**

**WHEREAS**, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

**WHEREAS**, the Act authorizes the Clean Energy Finance and Investment Authority (the "Authority"), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

**Whereas**, the Commercial Property Assessed Clean Energy ("C-PACE") Agreement (the "C-PACE Agreement") between the City/Town of \_\_\_\_\_ and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

**NOW, THEREFORE, BE IT RESOLVED:**

(a) that we, the \_\_\_\_\_, constituting the legislative body of the City/Town of \_\_\_\_\_, hereby approves the C-PACE Agreement, and

(b) that \_\_\_\_\_ is hereby authorized and directed, on behalf of the City/Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

BOF approved 12/05/12



BACK UP MATERIAL  
RTM ITEM # 2

TO: Gordon Joseloff, First Selectman  
FROM: Maxine Bleiweis, Library Director  
Paul R. Mazzaccaro, Assistant Director

RECEIVED  
OCT 22 2012  
TOWN OF WESTPORT  
SELECTMAN'S OFFICE

DATE: October 19, 2012

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

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

RECEIVED  
OCT 23 2012  
TOWN OF WESTPORT  
CONTROLLERS OFFICE



## 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 )
<b>Total</b>	<b>\$138,110</b>	<b>\$111,512</b>	<b>\$ 68,575</b>
2nd Yr Maintenance	\$ 30,467	\$ 38,031	\$ 6,500
3rd Yr Maintenance	\$ 31,261	\$ 39,421	\$ 6,500



3 Year Total	\$199,838	\$188,964	\$ 81,575
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### **Polaris Library System**

When drawing up the criteria we required we took into consideration the library type, patron demographics and the budget. We developed our own goals, listened to the presentations and then factored in budget considerations. After this comprehensive review, the committee unanimously chose Polaris as the recommended vendor for the ILS.

The expected life of the new ILS is 7 to 10 years. **While the initial cost of the Polaris is slightly higher than the SirsiDynix, because the annual maintenance for SirsiDynix is approximately 20% higher, the overall cost for Polaris will be less after five years.**

We need a web-based interface better suited to meet the expectations of the current generation of Web savvy users. Polaris with its emphasis on patron interface, excellent searching features, a robust reporting module was closest to meeting our expectations of a new ILS. Polaris incorporated the library's mission into their presentation, focusing on putting the user first. The federated search capability will allow patrons to search physical and digital content in the library's collection. They meet our functionality criteria both at the back end as well as the patron interface. Customer satisfaction is high on our criteria list and Polaris rates very high in customer satisfaction surveys. We looked at each company's client base and found that Polaris had the largest number of libraries switching to them over the past three years. We spoke with and visited libraries similar in size and clientele to ours who are using the Polaris system. The libraries in Wilton, Darien and Baltimore County Public Library, to name a few, use Polaris.

Marshall Breeding's annual evaluation of ILS systems in *Library Journal* was very helpful in providing the current state of the industry. He has written extensively on who is using what ILS system and he has done surveys of customer satisfaction. He wrote:

*"The performance of Polaris has remained remarkably constant..... In the category of libraries with collections over one million items, Polaris ranks first, as it does among libraries with collections over 200,000 items. Only 1.89 percent of libraries using Polaris indicate interest in migrating to a new ILS."*

### **Budget Request**

The Library is requesting \$146,500 to purchase the Polaris ILS. This is based on their proposal plus a six percent contingency. Installation is expected to be completed in 4 to 6 months and be complete by June. Annual maintenance costs will be included in future operating budgets.



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.



BOF approved 12/05/12



BACK UP MATERIAL  
RTM ITEM # 3

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

RECEIVED  
OCT 23 2012  
TOWN OF WESTPORT  
CONTROLLER'S OFFICE



## **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 inventorying 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>
<b>Total</b>	<b>\$106,126</b>	<b>\$138,120</b>	<b>\$118,514</b>
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

PATRICIA H. STRAUSS

TOWN CLERK

BACK UP MATERIAL  
RTM ITEM # 4

December 20, 2012

Hadley C. Rose, Moderator  
Representative Town Meeting  
14 St. George Pl  
Westport, CT 06880

RE: Agenda Item Request pursuant to Section C5-6C of the Town Charter

Dear Mr. Rose:

Today, Liz Milwe, 107 Harbor Road, lead petitioner, delivered a petition request, from at least 20 electors of the Town of Westport, for the RTM to place an item on an upcoming Representative Town Meeting agenda, pursuant to Section C5-6C of the Town Charter, involving a request to support gun control legislation in the United States and urge the President and federal legislators, as well as Connecticut state legislators, to enact a ban on automatic and semi-automatic assault weapons and high-capacity magazine clips. Furthermore, we support closing the "gun-show loophole" that allows people to buy guns at trade shows and from private dealers without background checks. Copies of the petition pages are enclosed.

At least 20 electors' names have been verified for acceptance of this petitioned request. Pursuant to Section 5-6C of the Town Charter, please consider placing this matter on the agenda of the RTM at a future meeting.

Sincerely,

Patricia H. Strauss  
Town Clerk

Cc: Gordon F. Joseloff, First Selectman  
Ira Bloom, Town Attorney  
Gail Kelly, Assistant Town Attorney

Pursuant to C5-6C of the Westport Town Charter

We the undersigned in the interest of public health and the safety of our families request the Westport RTM to vote on the following Sense of the Meeting Resolution :

WE THE MEMBERS OF THE WESTPORT REPRESENTATIVE TOWN MEETING support gun control legislation in the United States and urge the President and federal legislators, as well as Connecticut state legislators, to enact a ban on automatic and semi-automatic assault weapons and high-capacity magazine clips. Furthermore, we support closing the "gun-show loophole" that allows people to buy guns at trade shows and from private dealers without background check.

Principal Petitioners:

- Elizabeth Beller
- Lanning and Laura Bryer
- Jill and James Bicks
- Andy & Carol Boas
- Bobbi and Eliot Essagoff
- Sherry Jagerson
- Dan and Betsy Kahn
- Melissa Kane
- Deborah & Michael Lonsdale
- Liz Milwe & Peter Wormser
- City + Tom Talamo

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 WESTPORT LAND RECORDS  
 2012 DEC 20 P 1:46  
 VOL. \_\_\_\_\_ PAGE \_\_\_\_\_  
 Patricia H. Strauss  
 TOWN CLERK

Residents Of Westport

Name	Address	Signature
✓ Bobbi Essagoff	5 E. Meadow Rd Westport	[Signature]
✓ Carol & Boas	74 Morningside Drive South	Carol & Boas
✓ Andrew M Boas	74 Morningside Drive South	Andrew M Boas
✓ Daniel E. Kahn	9 Danbury Rd Westport	[Signature]
✓ Liz Milwe	107 Harbor Road	[Signature]
✓ Peter Wormser	107 Harbor Rd	[Signature]
✓ Laura Bryer	224 Camp Road So	Laura Bryer
✓ Lanning Bryer	224 Camp Road South	[Signature]
✓ Jill Bick	189 Imperial Ave	[Signature]

I, Patricia H. Strauss, Town Clerk of the Town of Westport, certify that this petition page was filed with me December 20, 2012 and that it contains 9 signed names of electors, whose names appear on the last completed registry list of this town.

Patricia H. Strauss  
Signed (Town Clerk)

## Sense of Meeting Resolution Pursuant to C5-6C of the Westport Town Charter

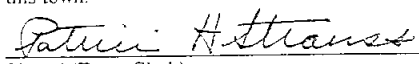
We the undersigned in the interest of public health and the safety of our families request the Westport RTM to vote on the following Sense of the Meeting Resolution:

WE THE MEMBERS OF THE WESTPORT REPRESENTATIVE TOWN MEETING support gun control legislation in the United States and urge the President and federal legislators, as well as Connecticut state legislators, to enact a ban on automatic and semi-automatic assault weapons and high-capacity magazine clips. Furthermore, we support closing the "gun-show loophole" that allows people to buy guns at Trade shows and from private dealers without background check.

RECEIVED FOR RECORD  
 WESTPORT TOWN MEETING  
 2012 DEC 20 1:40  
 VOL. 1 PA. 1  
 OFFICE OF THE TOWN CLERK  
 WESTPORT, CT

NAME	ADDRESS	SIGNATURE
✓ James Bickles	1809 Imperial Ave	[Signature]
✓ Eliot Essagoff	5 East Meadow Rd, Westport	[Signature]
✓ Betsy Phillips	9 Danbury Ave Westport	B Phillips
MARY ELIZABETH PHILLIPS	61 Compo Place No.	Jane Egan
✓ Emma Kakin	9 Danbury Ave Westport	Emma Kakin
✓ Cathy Taltadge	16 Morningstar Dr North	Cathy Taltadge
✓ Thomas E. Taltadge	14 Morningstar Dr N	Tom Taltadge
✓ Beall Denkin	5 Oak Ridge Ave	[Signature]
✓ Melba Kane	33 Rices Lane, Westport	Melba Kane
✓ Lauren Susman	33 Cavalry Rd Westport	[Signature]
✓ Kelli Lucas	5 Sawing Lake Westport	Kelli Lucas
✓ Sherry Jaberson	39 Woodside Ave Westport	Sherry Jaberson
✓ Jen & Dan Kirkwittich	81 Compo Rd South Westport	[Signature]
✓ Deborah Lonsdale	12 E Meadow Rd Westport	[Signature]
✓ Chase Leonard	5 East Kent, Westport	[Signature]

I, Patricia H. Strauss, Town Clerk of the Town of Westport, certify that this petition page was filed with me December 20, 2012 and that it contains 12 signed names of electors, whose names appear on the last completed registry list of this town.

  
 Signed (Town Clerk)

# ANNUAL RTM MEETING SCHEDULE 2013 CALENDAR

All meetings listed below of the Representative Town Meeting begin at 7:30 PM\* unless otherwise indicated and will be held at Town Hall, 110 Myrtle Avenue, Westport CT. Special Meetings may be called at the discretion of the Moderator.

The schedule of the 2013 Representative Town Meeting is as follows:

<u>TUESDAY MEETING DATE</u>	<u>MONDAY AGENDA DEADLINE</u>	<u>MONDAY/4:00 PM REPORT/MATERIAL DEADLINE</u>	<u>THURSDAY MAILING DELIVERY DATE</u>	<u>SUPPLEMENTAL MEETING (if needed)</u>
January 8, 2013	December 21, 2012*** (Friday)	December 28, 2012*** (Friday)	January 3, 2013	January 22, 2013
February 5	January 22*** (Tuesday)	January 28	January 31	February 19
March 5	February 19*** (Tuesday)	February 25	February 28	March 19
April 2	March 18	March 25	March 28	April 16
May 6,7,8 (Mon, Tues, Wed if required)	April 22	April 29	May 2	May 21
June 4	May 20	May 28*** (Tuesday)	May 30	June 18
July 2	June 17	June 24	June 27	July 16
August 6 (if required)	July 22	July 29	August 1	August 20
September 3	August 19	August 26	August 29	September 17
October 1	September 16	September 23	September 26	October 15
November 12***	October 28	November 4	November 7	November 26
December 3 **	November 18	November 25	November 27*** (Wednesday)	December 17***
January 7, 2014	December 23, 2013*** (Friday)	December 30, 2013*** (Friday)	January 2, 2014	January 21, 2014

\* New Meeting Start Time Effective 1/8/13

\*\* Organizational Meeting

\*\*\* Holiday (earlier/later)

From Patricia H. Strauss, Town Clerk