



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

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2013 OCT 22 P 2:31
VOL. _____ PAGE _____
Christina M. ...
TOWN CLERK

NOTICE OF EXECUTIVE SESSION

The Board of Finance anticipates voting to go into Executive Session on **Wednesday, November 6, 2013 at 7:30 P.M.** in Room 307 of Town Hall to review personnel matters regarding salary adjustments and review the Longshore golf course maintenance contract. No action will be taken.

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, November 6 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.

APPROPRIATIONS IN THE 2012-2013 BUDGET

3. A request by the Superintendent of Schools for an appropriation of \$131,596.50 to the 2012-2013 Budget, BOE Rentals & Reimbursements Expenditure Account, as follows:

\$131,596.50 is deemed appropriated in accordance with Section 10-222a of the Connecticut General Statutes.

TRANSFERS IN THE 2013-2014 BUDGET

4. A request by the First Selectman for a transfer of \$99,556 to the appropriate department salary accounts from Account #10109917-519000 (Reserve for Salary Adjustments).

RECOMMENDATIONS

5. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the residential leases at the following locations:
 - a. 99 Myrtle Avenue
 - b. 52 Compo Road South
 - c. 52B Compo Road South
 - d. Knoll House (#1) Longshore
 - e. Knoll House (#2) Longshore
 - f. Knoll House (#3) Longshore
 - g. Cabin (#1) Longshore


APPROVAL OF MINUTES

6. Approve the Board of Finance Minutes of the October 2, 2013 regular meeting.

Item # 3

INTEROFFICE MEMORANDUM

TO: ELLIOTT LANDON
SUPERINTENDENT

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

SUBJECT: REQUEST FOR APPROPRIATION – RENTALS & REIMBURSEMENTS

DATE: October 25, 2013

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 rental fees received for the use of school facilities by outside organizations.

We are, therefore, requesting that the Board of Finance accept the report and make net appropriation adjustments to the Board of Education budget in the amount of \$0.0 as follows:

Final Action Requested:

Total funds received (7/1/12 – 6/30/13)	\$131,596.50
Funds deemed appropriated	<u>131,596.50</u>
Per CGS 10-222a (7/1/12 – 6/30/13)	
Net appropriation request (7/1/12 – 6/30/13)	\$0.00

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

EL:rem
BOF EOY Rentals transmittal

WESTPORT PUBLIC SCHOOL
 RENTALS & REIMBURSEMENTS
 as of June 30, 2013

	REVENUES RECEIVED 6/30/2012	EXPENDITURE DETAIL	EXPEN- DITURES 6/30/2012	BALANCE TO TOWN
ACCOUNT 848				
WESTPORT EDUCATION ASSOCIATION	\$ -		\$ -	\$ -
PAYROLL				
FICA/MED				
ACCOUNT 852				
OUTSIDE ACTIVITIES & SCHOOL USE				
TOTAL OUTSIDE ACTIVITIES	\$ 131,596.50		\$ 131,596.50	\$ -
PAYROLL			\$ 54,060.33	
BOE staff		\$ 50,344.51		
FICA/MED		\$ 3,715.82		
PAYMENTS TO VENDORS			\$ 77,536.17	
TOTAL	\$ 131,596.50		\$ 131,596.50	\$ -

2012-13 RENTAL & REIMBURSEMENTS
REVENUE & EXPENSE DETAIL

REVENUES

CAMP GAN ISRAEL	\$	45,459.71
WYWL CREATIVE ARTS FESTIVAL	\$	16,104.27
LEVITT PAVILLION	\$	11,688.00
ACADEMY OF DANCE	\$	10,676.74
CONGREGATION FOR HUMANISTIC JUDAISM	\$	6,570.54
MUSIC THEATER OF CT	\$	6,050.90
ALL OTHERS (UNDER \$5,000)	\$	35,046.34
	\$	<u>131,596.50</u>

EXPENDITURES

PAYROLL

	\$	54,060.33
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VENDOR PAYMENTS

ELECTRICITY

REFUND TO CAMP GAN ISRAEL FOR ESCROW PAYMENT	\$	64,500.67
M W BILLINGS REPAIR CAMP GAN DAMAGE	\$	7,645.39
FINGERPRINTING	\$	2,354.61
TOTAL PAYMENTS TO VENDORS	\$	<u>77,536.17</u>

	\$	<u>131,596.50</u>
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WESTPORT, CONNECTICUT

GORDON F. JOSELOFF
First Selectman

Item # 4

October 22, 2013

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 personnel not included in the 2013/2014 department budgets.

In order to implement these increases, I request transfer of \$99,556 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. 6.

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".

Gordon F. Joseloff
First Selectman

GFJ:ps

cc: Gary Conrad, Finance Director
Ralph Chetcuti, Personnel Director

Item #5



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Gordon F. Joseloff, First Selectman

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

Date: October 15, 2013

Re: Board of Finance Review of Residential leases

I request that the leases for the following locations be included on the agenda of the Board of Finance at its November 6, 2013 meeting:

- 1) 99 Myrtle Avenue
- 2) 52 Compo Road South
- 3) 52B Compo Road South
- 4) Knoll House (#1) Longshore
- 5) Knoll House (#2) Longshore
- 6) Knoll House (#3) Longshore
- 7) Cabin (#1) Longshore

In accordance with the terms of the new Policy for the Rental of Residential Housing Units adopted on October 9, 2013, these leases will have a one year term. To the extent the units are currently rented by employees or retired employees, the lease amount will be a percentage of household income. Any new tenants (including employee tenants) will be charged fair market value.

If you have any questions or need any further information, please let me know.

Approved for submission to the
Board of Finance (11/7/13)

Gordon F. Joseloff

 Gordon F. Joseloff
 First Selectman

cc: Stuart McCarthy, Director, Parks & Recreation
Rick Giunta, Parks & Recreation



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Board of Finance

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

Date: October 16, 2013

Re: Renewal of Residential Leases

In accordance with the Town Charter, I request that you recommend the leases for seven Town owned residential units. Six of the leases are for units that are currently occupied on a month to month basis under the terms of a lease which has expired. The seventh lease is for a new tenant and it is expected to commence after the date of approval.

I have attached the following information in connection with these leases:

- 1) Copy of Lease Database which lists each location, the period during which the unit has been occupied, a summary of the current rent, and the fair market rent. (The fair market rent was determine by Blue Ribbon Appraisals, LLC). The database also indicates which locations are being renewed and the term.
- 2) Specimen copies of two leases. One for existing employee tenants and one for new tenants. With the exception of the rental amount and the requirement for the recertification of income for those employee tenants currently occupying a unit, the terms and conditions of each lease are substantially the same.
- 3) A copy of the newly adopted Policy for Rental of Residential Housing Units. This new Policy was adopted by the Board of Selectmen on October 9, 2013.

These leases will be scheduled for review and approval at the Board of Selectmen's meeting on November 13, 2013. I request that you recommend them.

I will be attending your meeting on November 6, 2013. If you have any questions concerning any of the attached prior to the meeting, or if you require any further information, please do not hesitate to call me.

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

LEASE DATABASE
TOWN OWNED PROPERTY

Property	Lessee	Renting Since	Rent	Fair Market Value (FMV) as of 5/13	Renewal as of 11/01/14	Term of Lease
99 Myrtle Avenue	Employee	2008	\$1263	\$1475	*	1 yr
52 Compo Road South	Employee	2011	\$1,149	\$2000	*	1 yr
52 B Compo Road South	Employee	2012	\$1150	\$1150	*	1 yr
Knoll House Apartments						
Knoll House (#1)	Non-Employee	1972	\$985	\$1150	*	1 yr
Knoll House (#2)	New Tenant - Employee	2013	\$1800	\$1800		1 yr
Knoll House (#3)	Employee	2005	\$1085	\$1100	*	1 yr
Longshore Cabins						
Cabin #1	Retired Employee	2005	\$959	\$1250	*	1 yr
Cabin #9	Employee	2009	\$1023	\$1025		
Cabin #10	Vacant			\$2110		

* To be adjusted annually by NY-NJ-CT-PA CPI

SPECIMEN NEW TENANT LEASE

TOWN OF WESTPORT

LEASE AGREEMENT

PARTIES

This Lease made the _____ day of _____, 2013, 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 Compo Road South, _____, 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, the term of this lease shall be one year commencing November 1, 2013 and ending on October 31, 2014.

RENT; SCHEDULE OF PAYMENTS

Commencing on November 1, 2013 ("Commencement Date") and continuing through October 31, 2014, You agree to pay a monthly rent of _____ dollars (\$).

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.

SECURITY DEPOSIT

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

YOUR PROMISES AND OBLIGATIONS

1. You shall pay the rent punctually without demand.
2. 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.
3. You shall remove all garbage, dirt, ashes, refuse and waste from the Premises.
4. 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.
5. You shall not cause or permit any waste or injury to the Premises, nor to the fixtures, trees, shrubs or appurtenances on the Premises.
6. 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.
7. 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.
8. 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.
9. The Premises shall be occupied by no more than 2 adults and 1 child. You may not permit other persons to join the household without notifying the Town and obtaining Town's permission.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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.

15. You agree to use the same oil company for oil delivery and care and maintenance of the heating system as the Town presently uses.

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

17. 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.

18. 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 without the prior consent of the Town.

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 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.

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 _____, 2013.

WITNESSES:

By: Gordon F. Joseloff
First Selectman

WITNESSES:

By: _____

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

STATE OF CONNECTICUT))
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

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))
) ss. TOWN OF WESTPORT Date: _____
COUNTY OF FAIRFIELD)

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: _____

SPECIMEN EXISTING EMPLOYEE TENANT LEASE

TOWN OF WESTPORT LEASE AGREEMENT

PARTIES

This Lease made the _____ day of _____, 2013, 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 _____, 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 November 1, 2013 and ends on October 31, 2014.

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 _____ Dollars (\$_____). 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.

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 \$_____ 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 or before 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 B hereto.

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 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 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 and _____ children. 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 recertifications 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 _____, 2013.

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 G. Conrad
Finance Director

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

Westport, CT 06880

Required Income Information

Annual (gross) income (total of all household members): \$ _____
Internal Revenue Service Form 1040 for each household member.
Pay Stubs

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

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

WHEREAS, it is the intent of the Town of Westport to make its residential housing units available to Town employees and members of the public; and

WHEREAS, in April, 2000, the Board of Selectmen adopted the Policy for Rental of Residential tenants were selected and the housing units rented; and

WHEREAS, the Board of Selectmen wishes to adopt a new Policy for the Rental of Residential Housing Units which will, among other things, incorporate provisions of the two Policies and more accurately reflect the amount of rent to be paid.

NOW THEREFORE, the following Policy for Rental of Residential Housing Units is hereby adopted.

Policy

It is the policy of the Town of Westport to make its residential housing units available to Town employees and members of the public in accordance with the following:

- 1) **Selection of Tenants.** When a vacancy occurs:
 1. 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), shall be eligible to submit one ballot for a lottery. All ballots shall be placed in a box and one ballot shall be randomly drawn therefrom. Ballots will continue to be drawn until a qualified person is chosen.
 2. If the lottery described in paragraph (1) 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 one ballot for a lottery conducted in accordance with paragraph 1.
 3. If the lottery described in paragraphs (1) and (2) does not produce a tenant, then the residential unit will be advertised for rental to the general public.
 4. In determining the eligibility of any tenant, the Town shall perform a standard background and reference check of all prospective tenants.

2) Rent

- (a) **General Rule.** For any vacancy that occurs after the Effective Date of this Policy, rent shall be equal to fair market rent.

For purposes of this Policy the term “fair market rent” shall mean the fair market rent established by the Town based upon a fair market rent appraisal, as adjusted annually by the New York-Northern New Jersey-Long Island CPI-U” (“CPI”)

Fair market rent shall be reassessed by the Town every three years by a duly certified real estate appraisal company.

(b) **Exception.**

- (i) Rent for any residential unit that is occupied as of the date of the adoption of this Policy shall be the rent currently being charged to such tenant. With respect to employee tenants, rent will continue to be equal to 30% of household income, provided however, that no such rent shall exceed fair market rent as established. A recertification of income by current employee and retired employee tenants shall continue to be submitted to the Department of Human Services.
- (ii) The Board of Selectmen shall have the authority to make any other adjustments in lease payments as may be necessary or advisable.

- 3) **Taxes.** To the extent the rent charged to an employee tenant is less than fair market rent, the Town will issue a form 1099 and that employee shall be responsible for the payment of all applicable Federal or state income taxes.

4) Lease

- (i) Leases are to be maintained for each residential unit at all times in accordance with this Policy. All leases are to be submitted to the Board of Finance for its recommendation and then submitted to the Board of Selectmen for its approval.
- (ii) All leases should be for a period of not more than three years. Any renewal option is solely in the discretion of the Town of Westport. Renewal must be submitted to the Board of Finance for its recommendation and then submitted to the Board of Selectmen for its approval.
- (iii) The leases premises shall be used for residential purposes only
- (iv) At no time may the leases premises be occupied by more than two adult person without the prior, written consent of the First Selectman.

5) 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.

6) 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

7) Effective Date: This Policy shall become effective November 1, 2014.

8) Adoption Date: October 9, 2013.



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

Item #6

UNAPPROVED MINUTES

The Board of Finance held its Public Hearing on **Wednesday, October 2, 2013** in the Auditorium of Town Hall. The meeting was called to order at 8:00 p.m.

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

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director.

Finance Director Gary Conrad made the presentation. No action was taken.

2. Status Update from the Internal Auditor.

Internal Auditor Lynn Scully made the presentation. No action was taken.

3. Review and discuss status of Longshore golf maintenance outsourcing.

Finance Director Gary Conrad made the presentation. No action was taken.

4. Update on the School Security Audit.

No action was taken,

YEAR-END TRANSFERS IN THE 2012-2013 BUDGET

5. A request by the Finance Director to close the Fiscal Year 2012-13 by processing the list of transfers (attached) and incorporating these in the appropriation subsidiary ledger.

Vote: 5-0. Motion APPROVED

APPROPRIATIONS IN THE 2013-2014 BUDGET

6. A request by the Town Clerk for an appropriation of \$10,000 to MERS-Town Clerk Fee Account #10101180-582008 for processing MERS recording fees per Public Act 13-247.

Vote: 5-0. Motion APPROVED

7. A request by the First Selectman for an appropriation of \$139,000 to the Miscellaneous Account #10109911-588096 (Downtown 2020) for consulting services with RBA Group of Connecticut, LLC for the Downtown 2020 master plan.

Vote: 5-0. Motion APPROVED

APPROVAL OF MINUTES

8. Approve the Board of Finance Minutes of the September 11, 2013 regular meeting.

Ms Collins moved and Mr. Stern seconded a motion to approve the September 11, 2013 minutes.

Vote: 5-0. Motion APPROVED

9. Approve the Board of Finance Minutes of the September 23, 2013 special meeting .

Ms Collins moved and Mr. Stern seconded a motion to approve the September 23, 2013 minutes as corrected.

Vote: 5-0. Motion APPROVED

10. Approve the Board of Finance Minutes of the September 30, 2013 special meeting.

Ms Collins moved and Mr. Stern seconded a motion to approve the September 30, 2013 minutes.

Vote: 5-0. Motion APPROVED

ADJOURNMENT

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

Vote: 5-0. Motion APPROVED



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

ADDENDUM

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, November 6, 2013 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:

TRANSFERS IN THE 2013-2014 BUDGET

7. A request by the Director of Parks and Recreation for the following transfer of \$365,548 to implement a contract services agreement for the maintenance of the Longshore Golf Course:

<u>Account</u>	<u>Account#</u>	<u>Transfer From</u>	<u>Transfer To</u>
Golf Salaries	10108832-511000	\$100,000	
Golf Extra Help and OT	10108832-513000	\$65,000	
Golf Uniforms	10108832-528000	\$1,700	
Golf Fees & Services	10108832-531000		\$350,548
Golf Maintenance of Equipment	10108832-542000	\$15,000	
Golf Rentals	10108832-549000	\$2,000	
Golf Operating Materials	10108832-562000	\$50,000	
Golf Education & Expenses	10108832-585000	\$3,000	
Maintenance and Development Salaries	10108820-511000	\$8,148	
Maintenance and Development Extra Help	10108820-513000	\$7,500	
Maintenance and Development Fees & Services	10108820-531000		\$15,000
Maintenance and Development Oper of Equip	10108820-542000	\$5,000	
Administration Phone/Internet	10108810-541000	\$1,000	
Insurance Medical	10109902-522100	\$43,200	
Life Insurance	10109902-522500	\$300	
Social Security	10109903-521000	\$12,200	
Pension WMEU	10109901-523100	\$23,100	
OPEB	10109901-523700	\$24,300	
Workers Compensation	10109402-526000	\$4,100	
Total Transfer		\$365,548	\$365,548

RECEIVED FOR RECORD
 TOWN OF WESTPORT
 2013 OCT 29 AM 11:20
 VOL. _____ PAGE _____
 Director of Finance
 TOWN OF WESTPORT



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

October 25, 2013

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

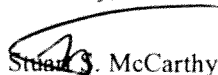
RECEIVED
OCT 28 2013
TOWN OF WESTPORT
SELECTMAN'S OFFICE

Dear Mr. Joseloff:

The Parks and Recreation Department respectfully requests to be placed on the Board of Finance Agenda for approval of transfers totaling \$365,548 required to implement a contract services agreement for the maintenance of the Longshore Golf Course for the balance of the 2013-14 FY.

<u>Account</u>	<u>Acct #</u>	<u>Transfer from</u>	<u>Transfer to</u>
Parks and Recreation Department (08)			
Golf Salaries	10108832-511000	\$100,000	
Golf Extra Help and OT	10108832-513000	\$ 65,000	
Golf Uniforms	10108832-528000	\$ 1,700	
Golf Fees and Services	10108832-531000		\$350,548
Golf Maintenance of Equipment	10108832-542000	\$15,000	
Golf Rentals	10108832-549000	\$ 2,000	
Golf Operating Materials	10108832-562000	\$50,000	
Golf Education and Expenses	10108832-585000	\$ 3,000	
Maint and Dev Salaries	10108820-511000	\$ 8,148	
Maint and Dev Extra Help and OT	10108820-513000	\$ 7,500	
Maint and Dev Fees and Services	10108820-531000		\$15,000
Maint and Dev Oper of Equipment	10108820-542000	\$ 5,000	
Administration Phone/Internet	10108810-541000	\$ 1,000	
Insurance Medical	10109902-522100	\$43,200	
Life Insurance	10109902-522500	\$300	
Social Security	10109903-521000	\$12,200	
Pension WMEU	10109901-523100	\$23,100	
OPEB	10109901-523700	\$24,300	
Workers Compensation	10109402-526000	\$4,100	
Transfer Total		\$365,548	\$365,548

Sincerely,


Steven S. McCarthy
Director of Parks and Recreation

Approved for submission to
the Board of Finance
(11/6/13)


Gordon F. Joseloff
First Selectman

cc: Gary Conrad



WESTPORT CONNECTICUT

PARKS AND RECREATION DEPARTMENT

LONGSHORE CLUB PARK

260 SOUTH COMPO ROAD, WESTPORT, CT 06880

(203) 341-5090

Recommendation on Contracting Golf Course Maintenance Services

The Parks and Recreation Department is recommending the Town of Westport enter into an agreement with ValleyCrest Golf Course Maintenance for services related to the maintenance of the Longshore Golf Course. The primary objectives related to contracting of golf maintenance services have been to achieve the best long term conditions for the golf course while also providing cost certainty and to reduce future financial obligations related to the golf course. ValleyCrest Golf Course Maintenance is a leading provider of golf course maintenance services with over 70 courses throughout the country and several courses in the northeast region. A contract with ValleyCrest Golf will provide the Town of Westport an opportunity to partner with an experienced firm with a proven track record of success, while allowing the Town an opportunity to achieve cost certainty in its maintenance operation and eliminate future costs related to employee obligations.

The Town of Westport, in an effort to provide the best, most efficient service related to the maintenance of the Golf Course at Longshore Club Park began to investigate contracting with a private firm to provide golf course maintenance services several years ago. The lack of competition in the northeast region of the country led us to not proceed at that time. Since then the number of firms and the number of golf courses serviced in the region has expanded, so early this year a new review of the feasibility of contract services was initiated.

The Parks and Recreation Department issued a Request for Proposals in May 2013. Three proposals were received and reviewed. Subsequent in person interviews were conducted and a recommendation was forwarded that the town move forward with contracting the service and that a contract be awarded to ValleyCrest Golf Course Maintenance. Assisting the Parks and Recreation Department in review of proposals and selection of the vendor were Andy Moss, Chairman of the Parks and Recreation Commission, Stuart Rogan, Parks and Recreation Commission member, Janis Collins Board of Finance member and former Parks and Recreation Commission Chairman, Fred Hunter, Golf Advisory Committee Chairman and Gary Conrad Finance Director. Additional assistance was provided by Ralph Chetcuti, Human Resources Director, Mike Rea, Board of Finance member and Attorney Jeffery Mogan, Bertram, Moses and Devlin.

One of the most significant issues in this process has been the negotiation with the union representing the current town employees providing the services to be undertaken by the contractor. We believe that we have negotiated a fair and reasonable agreement with employees. The tentative agreement provides for severance and/or employment opportunities for the current affected employees while allowing the town to achieve its objectives related to improving service delivery and recognizing long term savings. The Parks and Recreation Department acknowledges the cooperation of the employee members of Council #4, AFSME, AFL-CIO, and Local 1303-194 in achieving a successful negotiation. A summary of the financial impact of the negotiated severance is included in the analysis below.

Summary of Agreement and other Considerations

- The Agreement with VCGM will be for a term of 3 years commencing January 1, 2014.
- Three golf course employees will be offered separation of employment from the town with severance and an offer of employment with VCGM in accordance with the negotiated agreement with the labor union.
- One 9-month golf course employee will be reassigned to the Parks Maintenance Division of the Parks and Recreation Department resulting in an increase of head count in that division. No layoffs will result from that reassignment. The increased head count will remain in effect until retirement, resignation or termination of a current employee reduces head count back to current levels. A reduction in seasonal staff will provide some offset to the increased salary of the 9-month employee. This salary continuation represents the only potential cost of this agreement beyond the initial year of implementation.
- Combined with the earlier retirement of the Golf Course Superintendent, the town will recognize a reduction of four full time employees and a future reduction of one 9-month employee. This reduction in staff includes savings of all benefits including insurance, pension and future accrual of retirement benefits.
- Equipment maintenance of the Parks Maintenance Division currently provided by the golf course mechanic will be provided on a contract basis by VCGM. Transfer of funds from the mechanic salary to the fees and services budget will result in anticipated savings.
- The Town maintains responsibility for items including equipment repair over an annual threshold amount, equipment replacement, irrigation repairs over an annual threshold amount, tree maintenance and removals, and capital repairs and renovations to the golf course.

The financial summary is based on annualized savings based on the current town budget. Costs and savings may be contained in several areas of the town budget including Parks and Recreation Department, Golf and Parks budgets as well as General Government Budgets. As a result of the multiple budget accounts and the mid-year implementation, the Finance Director has recommended transfers as presented to properly fund the agreement for the remainder of the 2013-14 fiscal year.

The following information related to the engagement of ValleyCrest Golf Maintenance to provide maintenance of the Longshore Golf Course under contract with the Town of Westport. Figures below relate to annual costs based on 2013-14 FY budget and current estimates.

Parks and Recreation Department Golf Budget (0832)

	Current	Proposed	
SALARIES	286,365		
E.H. & OT	198,641		
SEASONAL E.H.	45,000	45,000	First tee staff
BORDER COLLIE KEEPER	3,300	3,300	
UNIFORM	3,500		
FEES AND SERVICES	31,600	20,000	Architect services, pump repairs, tee time reservation system etc.
CONTRACT SERVICES		711,095	ValleyCrest Golf Maintenance Contract Reserve fund for maintenance over 27k per year
MAINT EQUIP	45,000	15,000	
EQUIP RENTAL	2,000		
OPERATING MATERIALS	168,500	10,000	Reserve for other materials not covered in contract
FIRST TEE SUPPLIES	4,000	4,000	
GOLF CAPITAL	54,500	54,500	Capital projects and equipment replacement
EDUCATION AND EXPENSES	3,500		
Golf Operating Budget Total	845,906	862,895	

All Golf Expenses

Golf Operating Budget (from above)	845,906	862,895	
Debt Service Golf Maintenance Facility thru 14/15	23,588	23,588	
Debt Service Irrigation System Replacement thru 2022/23	78,254	78,254	
Debt Service Golf Course Renovations thru 2025/26	161,000	161,000	
Full Time Golf Employee Benefits	213,713		
Extra Help Golf Employee Benefits	27,164	3,000	First tee staff benefits
Administration 10%	76,911	76,911	Pass management and administrative overhead
Maintenance 25%	66,564	40,000	Water
Parks 5%	22,466	15,000	Trees
Total Golf Expenses	1,515,566	1,260,648	

Net Savings from Golf

(254,918)

Other (Savings) and Expenses

Maintenance Ands Development Salaries		(30,382)	1/2 Mechanics Salary
Parks Fees and Services		15,000	Estimated cost of contract equipment maintenance for Parks Division
Building Maintenance			Minimal unidentified savings
Maintenance of other Grounds			Minimal unidentified savings
Gasoline			Shown in maintenance overhead above
Phone/internet		(2,000)	
Unemployment		(21,736)	Based on 2012-13 experience
Rental income cabin 10		(24,000)	Anticipated rental income
Estimated Annual Savings		(318,036)	

Transition Costs

Transfer Hedlund		74,663	Salary and Benifts in parks division
Reduction in Parks EH and OT		(17,280)	
Employee Severance		43,838	
Year one pay equalization		24,965	
FICA on Severance		4,221	
Payout for vacation		19,560	

Estimated first year savings

(168,069)

Estimate 3 year savings*

(775,450)

*assumes attrition in parks division personnel in 18 months