

3 PRIMROSE STREET
NEWTOWN, CT 06470
TEL. (203) 270-4221

BOARD OF FINANCE
MINUTES
REGULAR MEETING

3 Primrose Street, Newtown - Newtown Municipal Center
Tuesday, October 9, 2023 at 7:30 p.m.

These minutes are subject to approval by the Board of Finance

Present: Steven Goodridge, John Madzula, Laura Miller, Sandy Roussas and Steven Csordas

Absent: Erica Sullivan

Also Present: First Selectman, Dan Rosenthal, Superintendent, Chris Melillo, BOE Chair, Deb Zukowski, Director of Facilities, John Barlow, Director of Business & Finance, Tanja Vendas, Land Use Director, Rob Sibley, and Bike and Trail Members: Geordie Elkins, Charles Zukowski, Barney Malloy,

Chair Madzula called the meeting to order at 7:33 p.m. Attendees saluted the American Flag.

Voter Comments

None

Communications

Chair Madzula mentioned correspondence from Tiffany Carlson (see below). Steve Goodridge shared that the next meeting for the new recycling facility will be on October 17th at 7:30 (this meeting will be virtual).

Minutes

Sandy Roussas moved to approve the minutes from the September 28, 2023. Laura Miller seconded. All in favor and motion passes.

First Selectman's Report

First Selectman, Dan Rosenthal, will report on the BOS 2024-25 to 2028-29 Capital Improvement Plan.

Finance Director's Report

No report

New Business

1. *Grant Acceptance (see attached)*

Sandy Roussas made a motion to approve the Connecticut Recreational Trails grant from DEEP in the amount of \$80,000. Laura Miller seconded. All in favor and motion passes.

Rob Sibley thanked all of those involved. Geordie Elkins said they are able to go back retroactively in terms of matching, which will allow for ~\$8,000-\$10,000. This project compliments the multi trails use.

2. *BOS proposed 2024-25 to 2028-29 Capital Improvement Plan (see attached)*

The First Selectman noted there is no bonding in Year 1. Capital roads will be paid for with cash. The Community Center pool chiller unit was sized for less than half of what it should have been; therefore, it has been working harder resulting in a shortened life span. The chiller is priced at \$500,000. It's proposed that \$250,000 come from Capital Non-Recurring and the other half from the Center's Special Revenue account. This particular BOS CIP is ~\$200,000 less than last year. There

may be grants for the bridge program. Fire Apparatus change in Year 2 notes an increase of \$50,000 to hedge against inflation. Campus demolition will be seen in most years. If historical credits are issues, demolition can not take place for five years. The Center's outdoor splash pad will be paid for out of their Special Revenue account. Park and Rec irrigation structure needs replacing (\$350,000). Pickleball court request from Park and Rec in the amount of \$650,000 for 10 courts, which the First Selectman declined. He suggested 8 courts for \$350,000 in Year 2 (\$100,000 will come from ARP). The First Selectman suggested using Capital Non-Recurring for the Dickinson park turf (\$350,000). Year 5 remains the same. BOS removed \$500,000 in sidewalks in lieu of ARP funding. Chair Madzula inquired if there are future plans for the Town to plow the sidewalks.

3. *BOE proposed 2024-25 to 2028-29 Capital Improvement Plan (see attached document)*

John Barlow, Director of Facilities, presented Years 1-5 for the 2024-25 to 2028-29 CIP. He noted that Year 1 is a no bonding year. Year 2 has the Reed School chiller (\$400,000) as well as High School restore of the pool (\$930,000) as well as HVAC replacement (2,100,000). The High School will also need roof adjustments for the B-wing in the amount of \$2,100,000. Year 3 shows HVAC project for the Middle School (\$12,000,000). Year 4 shows roof replacement in the 1997 wing at Hawley as well as repaving Head 'O Meadow parking lot (225,000) and replacing the generator and transfer switch at the High School (\$250,000). Mr. Barlow spoke in length about available grants for various projects. The State of Connecticut will allow up to 35% of the price of the project in terms of grant allowance. The BOE will research and utilize several grants. Laura Miller inquired about doing HVAC and roof at the same time. Steve Csordas inquired about the security camera line item and other physical measures taken along with the camera. Ms. Miller asked about the upgrade for the camera system. Sandy Roussas inquired about that \$12,000,000 Middle School HVAC project. Hawley is ~66,000 sq ft v ~170,000 sq ft Middle School building. Discussion occurred around the speculated cost of the Middle School. Design build study will occur during this school year. Additionally, a building facilities study will happen in the future as well.

4. *ARP, Recycling and CFF/CIP Sub Committee Reports*

ARP- ARP Committee approved \$100,000 towards Pickleball court.

Recycling- Transfer station is ready to go, but not fully open yet.

CFF/CIP- Mr. Goodridge mentioned there is a signed TA contract as of yesterday.

Unfinished Business

None

Voter Comments

None

Announcements

Chair Madzula and Steve Csordas attended the ribbon cutting for Kimbell West that moved into the old Hubbell plant.

Adjournment

Sandy Roussas made a motion to adjourn. Steve Goodridge seconded. All members were in favor and the meeting was adjourned 9:06 pm.

Respectfully submitted,
Kiley Morrison Gottschalk, Clerk

Attachments

Correspondence
BOE Document
BOS proposed
Grant Documents

Begin forwarded message:

From: Tiffany Carlson - HRRRA Project Manager <SMM@hrra.org>

Date: October 2, 2023 at 6:01:14 PM EDT

To: John Madzula <jsmbofnewtown@gmail.com>, Chandravir Ahuja <ahujac.bof@gmail.com>, Steven Goodridge <sbgoodridge.bof@gmail.com>, Laura Miller <millerbofnewtown@gmail.com>, Erica Sullivan <SullivanBOF21@gmail.com>, Sandy Roussas <sandyroutssasbof@gmail.com>, Jeff Capece <jeff@thecapece.com>, Phil Carroll <ppcarroll13@gmail.com>, William DeRosa <cellist.i.am@gmail.com>, Christopher Gardner <cgardner4242@gmail.com>, Charles Gardner <charles.gardnerLC2@gmail.com>, Dan Honan <danielthonan@gmail.com>, Lisa Kessler <Lisa4newtown@gmail.com>, Ryan Knapp <knapp.newtown@gmail.com>, Michelle Ku <michelleku.newtown@gmail.com>, Tom Long <tsplong07@gmail.com>, Matthew Mihalcik <mihalcik13@gmail.com>, Derek Pisani <derek.pisani@elmbankcap.com>, fred.hurley@newtown-ct.gov, arlene.miles@newtown-ct.gov, Jennifer Heaton-Jones <jennifer@hrra.org>, "Weymouth, Jennifer" <jennifer.weymouth@ct.gov>, "Hahn, Chelsey" <chelsey.hahn@ct.gov>, chris.nelson@ct.gov, "DeNicola, Joseph" <joseph.denicola@ct.gov>

Cc: "Granstrand, Luciana" <Luciana.Granstrand@ct.gov>

Subject: Canceled: Newtown Municipal Leaders Meeting - Option 2

This meeting had been cancelled.

However, we still plan to meet via ZOOM on 10/17.

Thank you.

Department	Project #	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	'30/'31	'31/'32	'32/'33	'33/'34
Bonding						290,000					
Downtown Fire House Renovations	Fire - 3						525,000				525,000
Bonding							525,000				
Leyville Addition & Renovation	Fire - 4							1,200,000			1,200,000
Bonding								1,200,000			
Fire Total			875,000	895,000	915,000	290,000	525,000	1,200,000			4,400,000
Library											
Riverpark Parking Lot & Sidewalks	LIB-1		600,000								600,000
Bonding			600,000								
Library Total			600,000								600,000
Newtown Community Center											
Auxillary Pool HVAC Unit	CC - 1	500,000									500,000
Capital & Non-Recurring Fund		250,000									
Community Center Special Revenue Fund		250,000									
Community Center - Outdoor Playscape	CC - 2	250,000									250,000
Community Center Special Revenue Fund		250,000									
Town Community Center - Outdoor Light Pad	CC - 3		525,000								525,000
Community Center Special Revenue Fund			525,000								
Community Center - Automated Vending Walls	CC - 4		200,000								200,000
Capital & Non-Recurring Fund			50,000								
Community Center Special Revenue Fund			150,000								
Community Center Exterior Shade Structure	CC - 5				210,000						210,000
Community Center Special Revenue Fund					210,000						
Plastering / Tiling	CC - 6					300,000					300,000
Capital & Non-Recurring Fund						150,000					
Community Center Special Revenue Fund						150,000					
Newtown Community Center Total		750,000	725,000		210,000	300,000					1,585,000
Parks & Recreation											
Lillionah Park Improvements	P & R - 01		500,000								500,000
Bonding			500,000								
Sidewalk Infrastructure Replacement	P & R - 02		350,000								350,000
Bonding			350,000								
Tennis Courts(8) at Fairfield Hills Recreationous	P & R - 03		350,000								350,000

Town of Newtown

Board of Selectmen Proposed 2024-25 to 2028-29

CIP

(w/ 5 additional years to 2033-34)



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TOWN OF NEWTOWN						
BOARD OF SELECTMEN PROPOSED CIP - (2024 - 2025 TO 2028 - 2029)						
2024 - 2025 (YEAR ONE)			Proposed Funding			
	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
Capital Road Program	PW	3,100,000			3,100,000	
Town Match - Grants (contingency)	ECON DEV	200,000				200,000
New Auxillary Pool HVAC Unit	CC	500,000				500,000
Community Center Outdoor Playscape	CC	250,000				250,000
TOTALS	>>>>>>>	4,050,000		-	3,100,000	950,000
2025 - 2026 (YEAR TWO)			Proposed Funding			
	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
Capital Road Program	PW	3,150,000			3,150,000	
Bridge Replacement Program	PW	1,000,000	1,000,000			
PW Site & Salt Storage Improvements (1 OF 2)	PW	50,000				50,000
Replacement of Fire Apparatus	FIRE	875,000	875,000			
Building Remediation / Demo / Campus Infrastructure	FHA	2,000,000	2,000,000			
Town Match - Grants (contingency)	ECON DEV	200,000				200,000
Community Center Outdoor Splash Pad	CC	525,000				525,000
Community Center Automated Dividing Walls	CC	200,000				200,000
Edmond Town Hall Building Renovations	ETH	530,000	530,000			
Library Parking Lot / Sidewalks	LIB	600,000	600,000			
Irrigation infrastructure Replacement	P & R	350,000	350,000			
Lake Lillinonah Park Improvements	P & R	500,000				500,000
Pickleball Courts (8) at Fairfield Hills Campus	P & R	350,000		200,000		150,000
TOTALS	>>>>>>>	10,330,000	5,355,000	200,000	3,150,000	1,625,000
2026 - 2027 (YEAR THREE)			Proposed Funding			
	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
Capital Road Program	PW	3,200,000			3,200,000	
Bridge Replacement Program	PW	1,000,000	1,000,000			
PW Site & Salt Storage Improvements (2 OF 2)	PW	600,000	600,000			
Replacement of Fire Apparatus	FIRE	895,000	895,000			
Treadwell Artificial Turf & Lighting	P & R	1,100,000	250,000			850,000
Maintenance Yard Improvements	P & R	500,000	500,000			
Dickinson Playground Artificial Turf	P & R	385,000				385,000
Rail Trail	P & R	1,400,000		1,400,000		
Building Remediation / Demo / Campus Infrastructure	FHA	2,000,000	2,000,000			
Town Match - Grants (contingency)	ECON DEV	200,000				200,000
TOTALS	>>>>>>>	11,280,000	5,245,000	1,400,000	3,200,000	1,435,000
2027 - 2028 (YEAR FOUR)			Proposed Funding			
	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
Capital Road Program	PW	3,250,000			3,250,000	
Bridge Replacement Program	PW	1,000,000	1,000,000			
Replacement of Fire Apparatus	FIRE	915,000	915,000			
Fairfield Hills Trail Improvement	P & R	350,000	250,000	100,000		
Building Remediation / Demo / Campus Infrastructure	FHA	3,000,000	3,000,000			
Community Center Exterior Shade Structure	CC	210,000				210,000
Edmond Town Hall Building Renovations	ETH	425,000	425,000			
Town Match - Grants (contingency)	ECON DEV	200,000				200,000
TOTALS	>>>>>>>	9,350,000	5,590,000	100,000	3,250,000	410,000
2028 - 2029 (YEAR FIVE)			Proposed Funding			
	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
Capital Road Program	PW	3,300,000			3,300,000	
Bridge Replacement Program	PW	1,000,000	1,000,000			
New generators & transfer switches	FIRE	290,000	290,000			
Treadwell Park Playground Replacement	P & R	500,000	500,000			
Community Center Pool Plastering & Tiling	CC	300,000				300,000
Building Remediation / Demo / Campus Infrastructure	FHA	3,000,000	3,000,000			
Town Match - Grants (contingency)	ECON DEV	200,000				200,000
Sidewalk Program	ECON DEV	700,000				700,000
Edmond Town Hall - plumbing/radiator renewal	ETH	500,000	500,000			
TOTALS	>>>>>>>	9,790,000	5,290,000	-	3,300,000	1,200,000
GRAND TOTALS		44,800,000	21,480,000	1,700,000	16,000,000	5,620,000

Town of Newtown, Connecticut
Capital Improvement Plan

'24/'25 thru '33/'34

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	'30/'31	'31/'32	'32/'33	'33/'34	Total
Economic & Comm Development												
Town Match - Grants (contingency)	E&CD - 1	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,000,000
Other		200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000			1,600,000
SIDEWALK PROGRAM	E&CD - 2					700,000						700,000
Other						700,000						700,000
Economic & Comm Development Total		200,000	200,000	200,000	200,000	900,000	200,000	200,000	200,000	200,000	200,000	2,700,000
Edmond Town Hall												
Edmond Town Hall Building Renovations	ETH - 1		530,000									530,000
Bonding			530,000									530,000
ETH Building Renovations / Space Revitalization	ETH - 2				425,000							425,000
Bonding					425,000							425,000
ETH plumbing/radiator renewal/LC access	ETH - 3					500,000						500,000
Bonding						500,000						500,000
Edmond Town Hall Total			530,000		425,000	500,000						1,455,000
FH												
Building remediation/demo/campus infrastructure	FH-1		2,000,000	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	25,000,000
Bonding			2,000,000	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	25,000,000
FH Total			2,000,000	2,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	25,000,000
Fire												
Replacement of Fire Apparatus	Fire - 1		875,000	895,000	915,000							2,685,000
Bonding			875,000	895,000	915,000							2,685,000
New Generators and Transfer Switches	Fire - 2					290,000						290,000

Department	Project #	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	'30/'31	'31/'32	'32/'33	'33/'34	Total
<i>Bonding</i>						290,000						290,000
Dodgingtown Fire House Renovations	Fire - 3						525,000					525,000
<i>Bonding</i>							525,000					525,000
Hawleyville Addition & Renovation	Fire - 4							1,200,000				1,200,000
<i>Bonding</i>								1,200,000				1,200,000
Fire Total			875,000	895,000	915,000	290,000	525,000	1,200,000				4,700,000
Library												
Library Parking Lot & Sidewalks	LIB-1		600,000									600,000
<i>Bonding</i>			600,000									600,000
Library Total			600,000									600,000
Newtown Community Center												
New Auxillary Pool HVAC Unit	CC - 1	500,000										500,000
<i>Capital & Non-Recurring Fund</i>		250,000										250,000
<i>Community Center Special Revenue Fund</i>		250,000										250,000
Community Center - Outdoor Playscape	CC - 2	250,000										250,000
<i>Community Center Special Revenue Fund</i>		250,000										250,000
Newtown Community Center - Outdoor Splash Pad	CC - 3		525,000									525,000
<i>Community Center Special Revenue Fund</i>			525,000									525,000
Community Center - Automated Dividing Walls	CC - 4		200,000									200,000
<i>Capital & Non-Recurring Fund</i>			50,000									50,000
<i>Community Center Special Revenue Fund</i>			150,000									150,000
Community Center Exterior Shade Structure	CC - 5				210,000							210,000
<i>Community Center Special Revenue Fund</i>					210,000							210,000
Pool Plastering / Tiling	CC - 6					300,000						300,000
<i>Capital & Non-Recurring Fund</i>						150,000						150,000
<i>Community Center Special Revenue Fund</i>						150,000						150,000
Newtown Community Center Total		750,000	725,000		210,000	300,000						1,985,000
Parks & Recreation												
Lake Lillinonah Park Improvements	P & R - 01		500,000									500,000
<i>Other</i>			500,000									500,000
Irrigation Infrastructure Replacement	P & R - 02		350,000									350,000
<i>Bonding</i>			350,000									350,000
Pickleball Courts(8) at Fairfield Hills Campus	P & R - 03		350,000									350,000

Department	Project #	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	'29/'30	'30/'31	'31/'32	'32/'33	'33/'34	Total
<i>Capital & Non-Recurring Fund</i>			100,000									100,000
<i>Grants</i>			200,000									200,000
<i>Other</i>			50,000									50,000
Treadwell Artificial Turf & Lighting	P & R - 04			1,100,000								1,100,000
<i>Bonding</i>				250,000								250,000
<i>Other</i>				850,000								850,000
Maintenance Yard Abatement / Improvements	P & R - 05			500,000								500,000
<i>Bonding</i>				500,000								500,000
Dickinson Playground Artificial Turf	P & R - 06			385,000								385,000
<i>Capital & Non-Recurring Fund</i>				250,000								250,000
<i>Other</i>				135,000								135,000
Rail Trail	P & R - 07			1,400,000								1,400,000
<i>Grants</i>				1,400,000								1,400,000
Fairfield Hills Trail Improvements	P & R - 08				350,000							350,000
<i>Bonding</i>					250,000							250,000
<i>Grants</i>					100,000							100,000
Treadwell Park Playground Replacement	P & R - 09					500,000						500,000
<i>Bonding</i>						500,000						500,000
Treadwell Pavilion Replacements	P & R - 10								1,000,000			1,000,000
<i>Bonding</i>									100,000			100,000
Dickenson Playground Replacement	P & R - 11									500,000		500,000
<i>Bonding</i>										500,000		500,000
Treadwell Pool Replacement/Expansion	P & R - 12										5,000,000	5,000,000
<i>Bonding</i>											5,000,000	5,000,000
Parks & Recreation Total			1,200,000	3,385,000	350,000	500,000			1,000,000	500,000	5,000,000	11,935,000
Public Works												
Capital Road Program	PW - 1	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	3,350,000	3,400,000	3,450,000	3,500,000	3,550,000	33,250,000
<i>General Fund</i>		3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	3,350,000	3,400,000	3,450,000	3,500,000	3,550,000	33,250,000
Bridge Replacement Program	PW - 2		1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	9,000,000
<i>Bonding</i>			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	9,000,000
Public Works Site & Salt Storage Improvements	PW - 3		50,000	600,000								650,000
<i>Bonding</i>				600,000								600,000
<i>Other</i>			50,000									50,000
Public Works Total		3,100,000	4,200,000	4,800,000	4,250,000	4,300,000	4,350,000	4,400,000	4,450,000	4,500,000	4,550,000	42,900,000
GRAND TOTAL		4,050,000	10,330,000	11,280,000	9,350,000	9,790,000	8,075,000	8,800,000	8,650,000	8,200,000	12,750,000	91,275,000

Town of Newtown, Connecticut

Capital Improvement Plan

'24/'25 thru '28/'29

EXPENDITURES AND SOURCES SUMMARY

Department	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Economic & Comm Development	200,000	200,000	200,000	200,000	900,000	1,700,000
Edmond Town Hall		530,000		425,000	500,000	1,455,000
FH		2,000,000	2,000,000	3,000,000	3,000,000	10,000,000
Fire		875,000	895,000	915,000	290,000	2,975,000
Library		600,000				600,000
Newtown Community Center	750,000	725,000		210,000	300,000	1,985,000
Parks & Recreation		1,200,000	3,385,000	350,000	500,000	5,435,000
Public Works	3,100,000	4,200,000	4,800,000	4,250,000	4,300,000	20,650,000
EXPENDITURE TOTAL	4,050,000	10,330,000	11,280,000	9,350,000	9,790,000	44,800,000

Source	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding		5,355,000	5,245,000	5,590,000	5,290,000	21,480,000
Capital & Non-Recurring Fund	250,000	150,000	250,000		150,000	800,000
Community Center Special Revenue Fund	500,000	675,000		210,000	150,000	1,535,000
General Fund	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	16,000,000
Grants		200,000	1,400,000	100,000		1,700,000
Other	200,000	800,000	1,185,000	200,000	900,000	3,285,000
SOURCE TOTAL	4,050,000	10,330,000	11,280,000	9,350,000	9,790,000	44,800,000

	24/25	25/26	26/27	27/28
PRIOR YEAR BONDING AMOUNT	-0-	5,055,000	5,195,000	5,140,000
DIFFERENCE	-0-	300,000	50,000	450,000

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Economic & Comm Developm
Contact DEPUTY DIRECTOR, ECON
Type Unassigned
Useful Life
Category Unassigned

Project # E&CD - 1

Project Name Town Match - Grants (contingency)

Description

The Economic and Community Development department is continually looking for grants to remediate buildings, soil and support economic development in town; strengthen the infrastructure; create a welcoming environment for businesses and visitors. Most grants will include a town match. The amounts reflected are contingencies.

Justification

Need to demonstrate the towns commitment to match grants.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Other	200,000	200,000	200,000	200,000	200,000	1,000,000	1,000,000
Total	200,000	200,000	200,000	200,000	200,000	1,000,000	Total

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Other	200,000	200,000	200,000	200,000	200,000	1,000,000	600,000
Total	200,000	200,000	200,000	200,000	200,000	1,000,000	Total

Budget Impact/Other

Annual debt service amount = \$14,400 (for each \$200,000)

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Economic & Comm Developm

Contact DEPUTY DIRECTOR, ECON

Project # E&CD - 2

Project Name SIDEWALK PROGRAM

Type Road Improvements

Useful Life 25

Category Unassigned

Description

2025-26 - (\$500,000)

2028-29 - (\$700,000)

The targeted areas of new construction are below (estimated feet in parenthesis) :

- * Entrance of Newtown High School to the existing sidewalks at Farrell Court (3,674)
- * 20 Church Hill to Caraluzzi's Entrance (466)
- * St Rose to Commerce (1,360)
- * 47 Church Hill Road to 49 Church Hill Road (326)
- * Crosswalk over brewery and hardware drives (197)
- * Crosswalk across Commerce (74)
- * 6-8 Commerce to intersection of Church Hill Road and Commerce Rd. (1642)
- * 75 Church Hill to sidewalk over highway (280)
- * Crosswalk over 84 ramps (109)
- * 81 Church Hill to Edona Commons (850)
- * Crosswalk for Ardi Court (42)

For discussion purposes. Not in priority order.

Justification

Sidewalks are an integral element of walkable communities, creating safe and accessible pedestrian passage within a community for all visitors and residents

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Design & Construction					700,000	700,000
Total					700,000	700,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Other					700,000	700,000
Total					700,000	700,000

Budget Impact/Other

Annual debt service amount = \$36,000

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Edmond Town Hall

Contact Jennifer Guman

Project # **ETH - 1**

Project Name **Edmond Town Hall Building Renovations**

Type Building construction/renovati

Useful Life 35

Category Buildings

Description

Renovate bathrooms, replace toilets and sinks. Renovate storage closet for ease of use by renters and staff when storing their equipment. Install blinds that can be changed remotely to cover all windows as needed based on the event. Install retractable screen for presentations. Install large AC window units in the space that house the ventilators. This would be for use during very hot days.

Justification

As the most flexible day rental space, the gym needs to be revitalized in order to keep this 5000 square foot space attractive to renters and to expand its use. With a few changes it can be an alternative to the theater for some groups, since the theater is being used more for live shows. Making the ground level bathrooms more accessible will help with gym rentals as well, since the gym bathrooms are inaccessible for handicapped users.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		530,000				530,000
Total		530,000				530,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding		530,000				530,000
Total		530,000				530,000

Budget Impact/Other

Less maintenance expenses and additional revenue.

Annual debt service amount = \$38,000

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Edmond Town Hall
Contact Jennifer Guman
Type Building construction/renovati
Useful Life 20
Category Buildings

Project #	ETH - 2
Project Name	ETH Building Renovations / Space Revitalization

Description
Repair, modernize and revitalize key spaces in the building so that it continues to serve the public while generating revenue to offset operating costs. Install windows to replace original, worn and unsafe old windows in. Install mini split AC units in tenant spaces to modernize and save energy. Reinforce old elevator cab, add lighting and electrical outlet. Provide tenant kitchennette.

Justification
Repair, modernize and revitalize key spaces in the building so that it continues to serve the public while generating revenue to offset operating costs.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance				425,000		425,000
Total				425,000		425,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding				425,000		425,000
Total				425,000		425,000

Budget Impact/Other
Annual debt service amount = \$30,600

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Edmond Town Hall

Contact Jennifer Guman

Project # ETH - 3

Project Name ETH plumbing/radiator renewal/LC access

Type Building construction/renovati

Useful Life 25

Category Buildings

Description

Replace stacks, vents, old radiators and other plumbing in the building that is old and likely to leak sewage waste and odors into the building. We also waste energy in the winter because the radiators are encased in asbestos so we are unable to replace the valves that regulate the heat. Replace main sewer line in boiler room, which is leaky and made of cast iron, with one made of modern materials. Replace vent pipe on ground level with new one to prevent sewer gases from coming into the building. Remove asbestos from gym radiators and install new valves to regulate heat. Install water filtering system to improve water quality and save our brittle brass pipes and plumbing. Remove asbestos from pipes in gym storage and staff room to enable better use of the space. Repair or replace radiators in gym entry that are subject to leaking. Replace old stack in old elevator room to prevent accidental sewage leaks.

Justification

We are constantly battling leaks and odors from plumbing that is original to the building or old. This includes original radiators which are enclosed with asbestos, preventing us from repairing them with valves that helps us regulate the heat and save energy. There is currently no ADA access and very difficult entry for people with disabilities..

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance					500,000	500,000
Total					500,000	500,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding					500,000	500,000
Total					500,000	500,000

Budget Impact/Other

Annual debt service amount = \$36,000

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department FH
 Contact DEPUTY DIRECTOR, ECON
 Type Land Improvements
 Useful Life
 Category Buildings

Project #	FH-1
Project Name	Building remediation/demo/campus infrastructure

Description
Activities in support of building assessment; mothballing; safety enhancements; renovation; remediation; demolition & campus infrastructure (Ex: Water distribution upgrades). Possible projects: Infrastructure - \$750,000; Norwalk - \$1,500,000; Stamford - \$1,000,000; Plymouth \$1,000,000; Duplex mothball - \$608,000; Newtown Hall mothball - \$821,000; Cochran \$3,700,000, etc.

Justification

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Other		2,000,000	2,000,000	3,000,000	3,000,000	10,000,000	15,000,000
Total		2,000,000	2,000,000	3,000,000	3,000,000	10,000,000	Total

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Bonding		2,000,000	2,000,000	3,000,000	3,000,000	10,000,000	15,000,000
Total		2,000,000	2,000,000	3,000,000	3,000,000	10,000,000	Total

Budget Impact/Other
Average annual debt service for \$2,000,000 = \$144,000
Average annual debt service for \$3,000,000 = \$216,000

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Fire
Contact Pat Reilly, Chairman, Board of
Type Equipment Purchases
Useful Life 20
Category Vehicles

Project #	Fire - 1
Project Name	Replacement of Fire Apparatus

Description
Scheduled replacement: 2025-26: Replace Hawleyville engine truck 331 which will be 25 years old (\$875,000). 2026-27: Replace Sandy Hook engine truck 442 which will be 24 years old (\$895,000). 2027-28; Replace Botsford engine truck 551 whick will be 25 years old (\$915,000).

Justification
Scheduled replacement of existing fire apparatus due to their age. They will have reached their useful life and have become too costly to repair.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Equip/Vehicles/Furnishings		875,000	895,000	915,000		2,685,000
Total		875,000	895,000	915,000		2,685,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding		875,000	895,000	915,000		2,685,000
Total		875,000	895,000	915,000		2,685,000

Budget Impact/Other
There is no measurable operating budget impact relating to this project. Equipment maintenance expenditures will decrease for the Fire Commission. This will help keep down the annual budget requests of the Fire Commission. Average annual debt service for \$850,000 = \$61,000.

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Fire
Contact Pat Reilly, Chairman, Board of
Type Equipment Purchases
Useful Life 25
Category Equipment

Project # Fire - 2
Project Name New Generators and Transfer Switches

Description
New generators and transfer switches for four of the five fire houses.

Justification
All current generators will be at their useful lives and will require upgrading.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Equip/Vehicles/Furnishings					290,000	290,000
Total					290,000	290,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding					290,000	290,000
Total					290,000	290,000

Budget Impact/Other
Annual debt service amount = \$20,800

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Library
Contact Douglas Lord, Library Director
Type Road Improvements
Useful Life 25
Category Infrastructure

Project #	LIB-1
Project Name	Library Parking Lot & Sidewalks

Description
Completely repave parking lot with new asphalt down to substrate. Complete the original facility objective of completing the driveway on the southern side of the library. Related work includes drainage and swale planning, removal of many nuisance trees, and necessary parking features and improvements per town Planning / Land Use.

Justification
Existing parking lot paving and patches date from all eras of library history and show signs of end-of-life. Significant rain erosion affect aspects of parking lot each year. Speed tables/bumps will significantly decrease speed of drivers and reduce risk of accidents to pedestrians. Driveway extension was intended during the 1996 renovation and was not completed due to lack of funding. This creates a safer means of access and egress for patrons and staff while driving and also creates a dedicated drop off/pickup space.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		600,000				600,000
Total		600,000				600,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding		600,000				600,000
Total		600,000				600,000

Budget Impact/Other
Annual debt service amount = \$57,000

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Equipment Purchases
Useful Life 10
Category Equipment

Project #	CC - 1
Project Name	New Auxillary Pool HVAC Unit

Description
The Aquatic Center needs an additional 50 ton AAON unit to work effeciently, The current unit is undersized for the current space. Quotes from aquatics HVAC engineers, studies performed on current situation .

Justification
Additional auxillary unit is needed to assist with current conditions in the aquatic center. The current unit is inadequate for the space and will work in conjunction with and supplement the current unit to help reach its full life expectancy.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Planning/Design	25,000					25,000
Equip/Vehicles/Furnishings	450,000					450,000
Other	25,000					25,000
Total	500,000					500,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Capital & Non-Recurring Fund	250,000					250,000
Community Center Special Revenue Fund	250,000					250,000
Total	500,000					500,000

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Equipment Purchases
Useful Life 10
Category Equipment

Project # CC - 2

Project Name Community Center - Outdoor Playscape

Description

Playscape/Playground creation on Community Center property.

Justification

This playscape/playground on the adjacent Community Center property will provide outdoor recreational activities for our members, childcare programs and summer camp programs. Creating this additional space will allow us to provide a safe space for children to play on the campus (including the public) and for those participating in our programs.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Equip/Vehicles/Furnishings	250,000					250,000
Total	250,000					250,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Community Center Special Revenue Fund	250,000					250,000
Total	250,000					250,000

Budget Impact/Other

No impact on the general fund.

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Equipment Purchases
Useful Life 10
Category Equipment

Project #	CC - 3
Project Name	Newtown Community Center - Outdoor Splash Pad

Description
Exterior water features at the Newtown Community Center to create additional ammenties.

Justification
The Newtown Community Center looks to create an outdoor splash pad and water playground to accomodate the stress on our interior ammenties in the summer. This concept was pulled out of the the design for the building and will provide a fun, interactive and attractive addition to our aquatic center that will generate revenue in summer months.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		525,000				525,000
Total		525,000				525,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Community Center Special Revenue Fund		525,000				525,000
Total		525,000				525,000

Budget Impact/Other
No impact on the general fund. Could create additional revenues for the community center.

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Building construction/renovati
Useful Life 20
Category Buildings

Project #	CC - 4
Project Name	Community Center - Automated Dividing Walls

Description
Installation of automated dividing walls in community center multi purpose spaces.

Justification
Our multipurpose rooms are frequently divided so many events and meetings can occur at the same time. Unfortunately, electric dividing walls were removed from the project and the current materials are heavy and pose a liability to staff who operate these walls. It is our goal to improve the efficiency, safety, and functionality needed to operate these wall units so we can continue to accommodate private events and town meetings effectively.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		200,000				200,000
Total		200,000				200,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Capital & Non-Recurring Fund		50,000				50,000
Community Center Special Revenue Fund		150,000				150,000
Total		200,000				200,000

Budget Impact/Other
No general fund budget impact

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Building construction/renovati
Useful Life 25
Category Buildings

Project # CC - 5

Project Name Community Center Exterior Shade Structure

Description

As a phase 2 of the playscape project, we plan to create a covered outdoor space for outdoor programming space .

Justification

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance				210,000		210,000
Total				210,000		210,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Community Center Special Revenue Fund				210,000		210,000
Total				210,000		210,000

Budget Impact/Other

No impact on the general fund

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Newtown Community Center
Contact MATTHEW ARINIELLO, NE
Type Building construction/renovati
Useful Life 10
Category Buildings

Project #	CC - 6
Project Name	Pool Plastering / Tiling

Description
Plastering and Tiling of both the Lap Pool and Therapy Pool at the Community Center Aquatic Center.

Justification
On average indoor pools require replastering between 10-12 years of operation. With our high mineral and metal count in the water it appears that our pool will require replastering and tiling at year 10 (opened in 2019).

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance					300,000	300,000
Total					300,000	300,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Capital & Non-Recurring Fund					150,000	150,000
Community Center Special Revenue Fund					150,000	150,000
Total					300,000	300,000

Budget Impact/Other
No impact on the general fund

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTO
Type Land Improvements
Useful Life 25
Category Land Improvements

Project # P & R - 01

Project Name Lake Lillinonah Park Improvements

Description

Resurface parking lot, repair failing boat ramp, provide boat dockage and enlarged picnic area with pavilion.

Justification

Provide enhanced waterfront experience for those wishing to use lake Lillinonah and to offer slips to those waiting for slips at Eichler's Cove due to capacity. Revenue potential with pavilion, boat slips and potential gas dock.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		500,000				500,000
Total		500,000				500,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Other		500,000				500,000
Total		500,000				500,000

Budget Impact/Other

No budget impact. Expenditures are paid by Waterfront special revenue fund.

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTOR
Type Utility Infrastructure
Useful Life 20
Category Infrastructure

Project #	P & R - 02
Project Name	Irrigation Infrastructure Replacement

Description
Most of our irrigation systems have gone beyond the anticipated service life of 20 years. PVC (plastic) gets brittle over time and we see numerous line fractures and failures seasonally. While the requested amount is primarily for the control system and sprinklers, it will address some of the more critical main lines.

Justification
The sprinklers themselves wear from water friction and are no longer efficient and therefore waste water. Our goal is to water as efficiently as possible and be judicious with our water use. Properly designed and functioning irrigation should be about 90% efficient, as you have wind and evaporative loss no matter how good your systems are. Our last efficiency audit was below 50% 3 years ago. With more and more stringent water use regulations we need to replace the inefficient components of our systems to stay compliant.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		350,000				350,000
Total		350,000				350,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding		350,000				350,000
Total		350,000				350,000

Budget Impact/Other
Average annual debt service amount = \$24,000.

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTO
Type Building construction/renovati
Useful Life 20
Category Infrastructure

Project #P & R - 03

Project NamePickleball Courts(8) at Fairfield Hills Campus

Description

Design and Build 8 Post tension Pickleball courts with fencing.

Justification

Pickleball is the fastest growing sport in the country and there is a major shortage in space for pickleball.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance		350,000				350,000
Total		350,000				350,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Capital & Non-Recurring Fund		100,000				100,000
Grants		200,000				200,000
Other		50,000				50,000
Total		350,000				350,000

Budget Impact/Other

There is no budget impact.

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTOR
Type Land Improvements
Useful Life 20
Category Land Improvements

Project #	P & R - 04
Project Name	Treadwell Artificial Turf & Lighting

Description
Replace artificial turf, regrade subsurface as needed. Replace 30 + year old lamps with LED technology, replace antiquated controllers.

Justification
Artificial fields require replacement every 10 to 12 years. Lights and controllers at their end of useful life.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance			1,100,000			1,100,000
Total			1,100,000			1,100,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding			250,000			250,000
Other			850,000			850,000
Total			1,100,000			1,100,000

Budget Impact/Other
Annual debt service amount = \$18,000 (on \$250,000 bonding)

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact
Type Land Improvements
Useful Life 25
Category Land Improvements

Project # P & R - 05
Project Name Maintenance Yard Abatement / Improvements

Description
Renovation and improvements to the back lot of the maintenance facility on Trades lane. This project will include repairing drainage and paving for department trucks. Creating storage bins for yard materials and to renovate fencing and lighting for safety and security.

Justification
Currently there are many drainage issues tied to this lot and the campus that need to be addressed and reconfigured from this area. There is no employee parking in the back lot and employees park at Reed School. The materials for fields and landscaping have not defined outside storage areas and need containment. Improved fencing and lighting to be improved for safety and security of employees, vehicles and materials from theft and vandalism.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance			500,000			500,000
Total			500,000			500,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding			500,000			500,000
Total			500,000			500,000

Budget Impact/Other
Annual debt service amount = \$45,000

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTOR
Type Utility Infrastructure
Useful Life 20
Category Infrastructure

Project #	P & R - 06
Project Name	Dickinson Playground Artificial Turf

Description
The Dickinson Playground which was built in 2013 has an artificial turf safety surfacing for 90%of the original playground space.

Justification
The Dickinson Funspace II was built in 2013 and artificial turf is the main safety surface under the equipment. The safety surface has met it's useful life and is in need of replacement. We need to be sure that our safety surfacing meets ASTM standards.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Construction/Maintenance			385,000			385,000
Total			385,000			385,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Capital & Non-Recurring Fund			250,000			250,000
Other			135,000			135,000
Total			385,000			385,000

Budget Impact/Other
average annual debt service = \$20,000

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTO
Type Land Improvements
Useful Life 35
Category Land Improvements

Project #P & R - 07

Project NameRail Trail

Description

Remove and clear old rail bed and convert to urban trail.

Justification

This project has been examined, requested and desired for over a decade. The brownfield contaminated area of Batchelder has not allowed any movement into Newtown from the Trumbull/Monroe rail area.
A trail committee and the new initiatives in town, AARP, Healthy and Sustainable initiatives all identify this project as a large benefit to their initiatives in the Newtown community and surrounding communities.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Other			1,400,000			1,400,000
Total			1,400,000			1,400,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Grants			1,400,000			1,400,000
Total			1,400,000			1,400,000

Budget Impact/Other

Additional expenditures for trail maintenance.

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation
Contact AMY MANGOLD, DIRECTO
Type Land Improvements
Useful Life 20
Category Land Improvements

Project # P & R - 08

Project Name Fairfield Hills Trail Improvements

Description

Completion of the urban walking loop for connectivity improvement and ADA accessible.

Justification

The part of the trail is not the same width or grade as the rest of the trail. This area needs to be widened, improved upon and more accessible.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Other				350,000		350,000
Total				350,000		350,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding				250,000		250,000
Grants				100,000		100,000
Total				350,000		350,000

Budget Impact/Other

Annual debt service amount = \$18,000 (on \$250,000 bonding)

Trail maintenance expenditures

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Parks & Recreation

Contact

Type Equipment Purchases

Useful Life 25

Category Equipment

Project # P & R - 09
Project Name Treadwell Park Playground Replacement

Description

Replace 23 year old playground at Treadwell Park

Justification

Replacement parts are unavailable resulting in reduced play value Full replacement is usually necessary after 25 to 30 years.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Equip/Vehicles/Furnishings					500,000	500,000
Total					500,000	500,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding					500,000	500,000
Total					500,000	500,000

Budget Impact/Other

Annual debt service amount = \$36,000

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Public Works
Contact FRED HURLEY, DIRECTOR
Type Road Improvements
Useful Life 20
Category Infrastructure

Project #	PW - 1
Project Name	Capital Road Program

Description
Complete reconstruction of aging roads. The list of roads for each fiscal year is developed in May/June prior to the new fiscal year.

Justification
Maintain road system for safe passage of the public.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Construction/Maintenance	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	16,000,000	17,250,000
Total	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	16,000,000	Total

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
General Fund	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	16,000,000	17,250,000
Total	3,100,000	3,150,000	3,200,000	3,250,000	3,300,000	16,000,000	Total

Budget Impact/Other
The budget impact is that the road maintenance costs will be stable. The roads that are improved or replaced cost less to maintain, the roads we don't improve or replace cost more to maintain. So the recommended amounts we invest into roads enable us to have stable maintenance costs.

Capital Improvement Plan
Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Public Works
Contact FRED HURLEY, DIRECTOR
Type Road Improvements
Useful Life 50
Category Infrastructure

Project #	PW - 2
Project Name	Bridge Replacement Program

Description
<p>Bridge replacement program.</p> <p>Planned annual amounts, once approved, will be placed in the capital projects fund in the bridge replacement line item. Bridges will be replaced one by one.</p> <p>There is a good possibility of securing some grants. Grant amounts will offset the bonding amount.</p>

Justification
<p>Public safety</p>

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Construction/Maintenance		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	5,000,000
Total		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	Total

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total	Future
Bonding		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	5,000,000
Total		1,000,000	1,000,000	1,000,000	1,000,000	4,000,000	Total

Budget Impact/Other
<p>The budget impact of replacing a bridge (at the right time) is that we avoid large maintenance costs.</p> <p>Average annual debt service cost on \$1,000,000 = \$70,000.</p>



4 TURKEY HILL ROAD
NEWTOWN, CONNECTICUT 06470
FAX (203) 426-9968

FREDERICK W. HURLEY, JR
PUBLIC WORKS DIRECTOR

PUBLIC WORKS DEPARTMENT

CIP Bridge Program
2025 – 2030

As of 2023, Meadowbrook Bridge was under construction with expected completion date for the end of that year. Brushy Hill Bridge is under design and not expected to be funded for construction until later in 2024. After these two (2) bridges are completed, there will be nine (9) bridges left in the Town inventory requiring design and replacement. At its overall completion, virtually every bridge in the Town inventory will be less than fifty (50) years old and in “Good” or “Fair” condition. By way of reference, a brand new bridge is listed as in “Good” condition. Other than the two (2) bridges noted above, the remaining bridges to be addressed in subsequent years are as follows:

Old Hawleyville #2	Huntingtown #2
Pond Brook #2	Farrell Road
Bennetts Bridge	Head O’Meadow
Echo Valley	Borough Lane
Jacklin Road	

When available, the Town will seek outside funding to assist. However, many of these bridges do not qualify, for various reasons, for available funding programs. In addition, aside from the known cost increases for labor and material, the introduction of additional involvement by the Army Corps of Engineers and enhanced review by the State of Connecticut has added design requirements which is adding further project costs. For many years, we put \$400,000 annually into the bridge program which was an adequate funding level to normally construct one (1) bridge and design a second.

The Meadowbrook Bridge, currently under construction, was originally projected, with engineering, to cost approximately \$600,000. The construction cost alone came in at \$1,065,393, plus engineering costs. Because of this real world experience we recommend funding the Bridge Program at \$1,000,000 annually.

Capital Improvement Plan

Town of Newtown, Connecticut

'24/'25 thru '28/'29

Department Public Works
Contact FRED HURLEY, DIRECTOR
Type Building construction/renovati
Useful Life 50
Category Infrastructure

Project #	PW - 3
Project Name	Public Works Site & Salt Storage Improvements

Description
The current salt storage capacity of the public works facility is approximately 1,500 tons under cover. Annual usage averages approximately 4,000 tons. The salt in storage needs to be protected from precipitation and sun until needed. Both environmental factors cause the salt to melt or leach prematurely and become a wasted product. In addition to environmental concerns, timely delivery of product becomes crucial if winter storm events have high frequency. Often mid-winter delivery is delayed or non-existent because every municipality and the State need new product at the same time. The supply chain becomes overloaded. The solution to reliability is increased salt storage capacity. We are proposing the addition of 2,000 tons of salt storage immediately adjacent to our existing salt storage/mixing facility. This would provide almost an average winter of salt available at the beginning of each season at the lowest annual price and surest delivery environment.

Justification
The current salt storage capacity of the public works facility is approximately 1,500 tons under cover. Annual usage averages approximately 4,000 tons. The salt in storage needs to be protected from precipitation and sun until needed.

Expenditures	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Planning/Design		50,000				50,000
Construction/Maintenance			600,000			600,000
Total		50,000	600,000			650,000

Funding Sources	'24/'25	'25/'26	'26/'27	'27/'28	'28/'29	Total
Bonding			600,000			600,000
Other		50,000				50,000
Total		50,000	600,000			650,000

Budget Impact/Other
Average annual debt service cost = \$43,000

CHECK ONE:

☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)
☒ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S. 2023-284

P.O.

CONTRACTOR	(3) CONTRACTOR NAME Town of Newtown	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 3 Primrose Street, Newtown, CT 06470	CONTRACTOR FEIN/SSN 06-6002048

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Outdoor Recreation, State Parks Division, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) Upon Execution	THROUGH (TO) 3 years from Execution	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)		
	1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of seven pages numbered A-1 through A-7 inclusive. Page 1 of 7 Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.		

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.		
	Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one-page numbered B-1). Total Payments Not to Exceed the Maximum Amount of \$80,000.00.		

(11) OBLIGATED AMOUNT \$80,000.00										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$80,000.00	DEP44321	12052	43314	64002	DEPA00029001129	155005				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 23-103 as amended; PA 15-190 as amended
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written

determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
5. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
6. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract,

including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
 - (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
8. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
9. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the

safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
10. Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
 - (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
 - (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
11. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
12. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
13. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
14. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
15. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
16. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording

of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
18. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
19. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
20. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
21. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
22. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
23. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
24. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
25. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
26. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

27. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
28. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Purpose: To provide a Connecticut Recreational Trails Grant administered by the Department of Energy and Environmental Protection (DEEP) pursuant to C.G.S. §23-103 to the Town of Newtown (hereinafter referred to as the “Contractor”) to enable said Contractor to conduct a feasibility study to determine if it’s possible to build a multi-use greenway trail in Newtown that connects Fairfield Hills to Sandy Hook Center (hereinafter referred to as the “Trail”).

Description: The Project referenced above shall be titled: “**Newtown Greenway Trail Feasibility Study.**”

1. Deliverables & Budget: Upon execution of the Contract, Contractor shall perform the following tasks:

A Connecticut Recreational Trails Grant, in the total amount of eighty thousand dollars (\$80,000.00) was awarded to Contractor for this Project. Within two (2) months of Contract execution, the Contractor shall develop and provide to DEEP for review and approval, a workplan and schedule. The Contractor shall comply with the timeline contained in the DEEP approved workplan and schedule submitted.

- A. Eligible Project costs shall be reimbursed in accordance with the following budget and associated tasks. Budgetary adjustments will require written approval by DEEP’s Trails and Greenways Program Coordinator (TPC). The Contractor shall notify the DEEP TPC in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. Allowable costs under this Grant shall include all necessary planning, design, land acquisition, construction, construction administration, equipment, trail amenities, trail facilities, parking lots, toilet buildings, signs, benches, publications for bikeways, pedestrian walkways, greenways and multiuse trails, and for development and maintenance of recreational trails and trail-related facilities for both motorized and nonmotorized uses to accomplish the deliverables, provided such costs are incurred after the execution of this Contract.

<i>Project Tasks and Budget Town of Newtown</i>			
Tasks	Project Task Types	Project Subtasks	Cost
Task A	Planning	<ul style="list-style-type: none">• <u>Meeting:</u> Contractor shall schedule at least one (1) meeting with DEEP to review the Trail, assign responsibilities, and complete the Work Plan.• <u>Contract Documents and Bid Development:</u> The Contractor shall develop and implement a competitive bidding process for developing and conducting the feasibility study of the Trail.• <u>Environmental/Cultural and Plan Review:</u> The Contractor shall provide documentation to DEEP that all necessary site evaluations, which may include as applicable Natural Diversity Data Base (NDDB), Federal Emergency Management Agency (FEMA), Aquifer Protection, Historic Preservation,	\$80,000.00

		<p>Coastal area impact/evaluation, hazardous materials etc. have been conducted. Previous corridor studies of this region should be reviewed and summarized. Any plan(s) that may be developed by the Contractor shall take into consideration the results of any evaluations and assessments conducted by the Contractor.</p> <ul style="list-style-type: none"> • <u>Survey & Baseline Mapping:</u> The Contractor shall collect survey data and provide to DEEP survey maps of baseline Project area conditions that impact trail corridor and routing decisions (Wetland and Watercourse, Soil, Land use Coastal Area etc.). • <u>Feasibility Analysis:</u> The Contractor shall consider potential obstacles of access, land ownership, usability, connectivity, cost, safety, historically sensitive areas, and environmental concerns and utilize the information obtained in designing/planning the Trail and any alternative routes. The results and reports of the foregoing analyses shall be submitted to the TPC. • <u>Trail Alignments:</u> The Contractor shall prepare a conceptual alignment of the Trail overlaid on the Project base mapping. The conceptual alignment and any alternates routes considered for this Grant award shall be investigated for feasibility, and an order of magnitude cost estimate shall be developed for each conceptual alignment. • <u>Cost Estimate:</u> The Contractor shall develop cost estimates to determine the overall cost of the preferred alignment and alternative alignments. Cost estimate(s) shall be done at a planning level and shall include estimates for contract items, incidentals, contingencies, design, utility relocation, inflation and any necessary right of way acquisition(s). The Contractor shall also submit to the TPC, any cost estimates developed and justification for the preferred trail alignment. 	
Task B	Public Input/Outreach	<ul style="list-style-type: none"> • <u>Public Meeting(s):</u> The Contractor shall hold public meeting(s) open to the entire community and utilize pertinent public comments to further refine the proposed concept plan. The Contractor shall ensure that notices for such public meeting(s) comply with all applicable local and state laws. • <u>Outreach Materials:</u> The Contractor shall provide press release and social media outreach materials relating to this Project. • <u>Multi-Lingual Materials:</u> In order to provide for meaningful participation, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, as amended and Executive Order 13166 (EO 13166), signed 	\$20,000.00

		on August 16, 2000, that prohibit actions against National Origin Discrimination Affecting Limited English Proficient (LEP) Individuals. LEP Individual means: a) Any individual who does not speak English as a primary language and has a limited ability to read, speak, write, or understand English. In order to comply with Title VI's requirements and meet the needs of any LEP community members it is able to identify, the Contractor shall translate promotional materials into the most commonly spoken language represented by the LEP community as established by the most recent U.S. Census, and publish on the Town of Newtown webpage and social media platforms to promote and communicate information concerning the Project. Prior to procuring translation services of materials, the Contractor shall consult with DEEP on the proposed languages deemed necessary for translation to provide notification and meaningful opportunity for participation.	
TOTAL Project Costs			\$100,000.00
Match (≥20% of total project costs.)			\$20,000.00
Grant Amount (≤80% of Total Project Costs)			\$80,000.00

B. General Provisions:

- a. The Contractor shall be responsible for maintenance, operation and safety measures for the Trail. The Contractor shall keep the Trail open to the general public from the date of execution of this Contract until the design life of the Project or the bond repayment term, whichever is later, and shall not charge a fee for use of this Trail. Such maintenance activities may include, but are not limited to: (a) brush clearing and trimming; (b) removal of downed logs or portions thereof; (c) removal of invasive plant species as identified in the state list of invasive plants per C.G.S. § 22a-381b; (d) maintaining trail blazes; (e) installing and/or repairing erosion control features; (f) trail/bridge repair; (g) drainage upgrades; (h) repairs/upgrades to bog bridges; (i) storm cleanup; (j) maintaining amenities such as parking lots, signage, benches, bathrooms, kiosks and bollards.
- b. The Contractor shall ensure that this Project complies with all local, state, and federal requirements.
- c. The Contractor shall supervise the preparation of the sites related to this Project.
- d. The Contractor shall ensure that all work related to this Project is of a nature that will minimize maintenance and ensure public safety.
- e. The Contractor shall develop and obtain all applicable permits prior to construction in accordance with Section 8 Permits below.

- f. The Contractor shall obtain written permission from the applicable landowner(s) for all maintenance and/or construction activities to be conducted on such landowner's property, and provide a copy of the executed instrument to DEEP's TPC prior to commencing any work on the said landowner's property. Such written permission may be in the form of, without limitation, a license, lease, easement, authorization letter, or other appropriate instrument. All maintenance and/or construction activities to be conducted on State land shall be conducted in accordance with applicable State policies and coordinated with appropriate State agency owner.
- g. The Contractor shall supply all materials and equipment required for the Project.
- h. The Contractor shall make landscape improvements to any disturbed area. Grant funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- i. Any equipment purchased by the Contractor using the Recreational Trails Grant in furtherance of the Project work is the property of the Contractor. The Contractor bears sole responsibility for all such equipment purchased by the Contractor, including but not limited to, responsibilities relating to maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any equipment purchased using such Recreational Trail Grant funds.
- j. The Contractor shall coordinate cleanup and Project close out, including but not limited to, restoring any area disturbed by such installation to its previous condition or better.
- k. The Contractor shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. Location Map: Project site map is attached hereto as Appendix F which consists of two- pages numbered F-1 through F-2.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Connecticut Bikeway, Pedestrian Walkway, Recreational Trail and Greenway Grant Program. This program shall be referenced as "The Connecticut Recreational Trails Program." The Contractor shall erect a permanent plaque or sign acknowledging that the Project is a public recreational area and that the Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection. The aesthetics of the sign shall be determined by the Contractor.

4. Match Requirements: The Contractor agrees to provide to the Commissioner documentation that it has provided not less than twenty percent (20%) of the Project cost as matching contribution. Match documentation may be submitted with each monthly invoice (Appendix C). Matching contribution shall be in the form of cash contributions towards construction contracts, in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount relating solely to this Project. In-kind labor shall be defined as the prevailing wage as determined by the U.S. Department of Labor. No fringe or indirect cost shall be added to in-kind labor. Equipment shall be credited at the rate allowable

by the current Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates.

- 5. Publication of Materials:** The Contractor must obtain written approval from DEEP's Trails & Greenways Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

6. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI

statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 7. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Kimberly Bradley
Department of Energy and Environmental Protection
State Parks Division
Trails and Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127
DEEP.CTtrails@ct.gov

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

Kimberly Bradley
Department of Energy and Environmental Protection
State Parks Division
Trails and Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127
DEEP.CTtrails@ct.gov

- 8. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The execution of this contract in no way constitutes the approval by the Agency or any other State Department of any permit or other authorization that may be needed by the Contractor to complete the Project as outlined above. The execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
- 9. Quarterly Progress Reports:** Following Execution of this Contract, the Contractor shall provide quarterly progress reports (consistent with the sample provided in Appendix D) of project status to Kimberly Bradley Trails and Greenways Program Coordinator by the 15th day of the month following the end date of each quarter. The Contractor shall specifically provide quarterly progress reports on January 15th, April 15th, July 15th and November 15th.
- 10. Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by DEEP, an extension of not more than one year from the contract end date may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension shall be requested in writing ***no later than 60 days prior to the expiration date of the contract.*** Said extension request shall include a description

of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. completion of objectives or services, and
- e. any other Contract revisions determined material by DEEP.

11. Final Report: Prior to final reimbursement, the Contractor shall submit to the Connecticut Recreational Trails Program Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements have been met and with supporting documentation sufficient to demonstrate eligible expenditures. A sample format is attached as Appendix E.

12. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to DEEP – Financial Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is eighty thousand dollars (\$80,000.00). Project costs in excess of this amount will not be borne by the State.

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. Invoices shall be submitted not more frequently than monthly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion, of such invoices and supporting documentation.
- b. 80% of eligible cost not to exceed \$80,000.00 shall be reimbursed monthly upon execution of the contract and following completion of the Financial Report (Appendix C) upon review and approval of monthly invoices showing work completed and costs thereof, subject to the Commissioner's satisfaction, review and approval.
- c. If no reimbursement request is submitted by the Contractor to DEEP within a six-month period, the Contractor shall submit additional information in its Quarterly Progress Report specifically explaining why no such reimbursement request has been submitted. (*See, Appendix A, Section 9*).
- d. The final reimbursement shall be provided following completion of the Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Grant amount.
- e. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 90 days of the Contract expiration date.

APPENDIX C
FINANCIAL REPORT/INVOICE

Contractor Name: _____

PSA#: _____ **PO#:** _____ **Invoice Period:** _____

Cash Expenses – Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.

Payment Date	Vendor	Check Number	Total Amount Paid

Total Cost of Cash Expenses: \$ _____

Non-cash services/donation value –Non-cash transactions include donated material goods or volunteer time to provide services in support of this contract activities. Please use additional sheets if necessary.

Date	Description of work completed	Name of volunteer	Hours	Total Contribution (hours x volunteer rate)

Total Costs of Non-cash Expenses: \$ _____

TOTAL Costs (Cash and Non-cash transactions): \$ _____

Reimbursement Amount (equal to the lessor of 80% of Total Costs or Total Cash Expenses): \$ _____

THIS IS YOUR REIMBURSEMENT FORM. Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (Please attach documentation for donated materials along with the value) along with the dates the goods/services were received.

Print Name of Preparer: _____ Signature of Preparer: _____ Date: _____

E-Mail completed Financial Report (and supporting documentation) to:
Trails and Greenways Program Coordinator
DEEP.CTtrails@ct.gov

APPENDIX D
QUARTERLY PROGRESS REPORT

- A. Project Title:**
- B. Project Number** *(PSA # is located in the upper right corner of your contract):*
- C. Project Sponsor**
- D. Web Site Address** *(If one exists):*
- E. Start Date** *(Per your DEEP Contract, lower right corner, #26 the Attorney Generals signature date):*
- F. End Date** *(Per DEEP Contract):*
- G. Anticipated Completion Date:**
- H. Project Objectives:**
- I. Reporting Period:**
- J. Accomplishments This Period:**
- K. Problems Encountered (If any):**
- L. Percent Completion of Total Project:**
- M. Activities Planned for Next Quarter:**
- N. Financial Status:**
- As of: _____
 - Total Project Budget: _____
 - Total Match Required: _____
 - Total Expenditures to date: _____
- O. Reimbursement Requested with This Report?** ☐ Y ☐ N
- Amount requested this quarter: _____
 - Documentation for this request sent via ☐ email or ☐ mail on date: ____/____/____
 - 20% match for this request = \$_____ documentation for this request is provided _____ with this submission or was provided _____ previously.
 - Total matching contribution provided to date: _____.

APPENDIX E
FINAL REPORT

- 1. Submission of Materials:** Please send via email to DEEP.CTtrails@ct.gov or mail to:

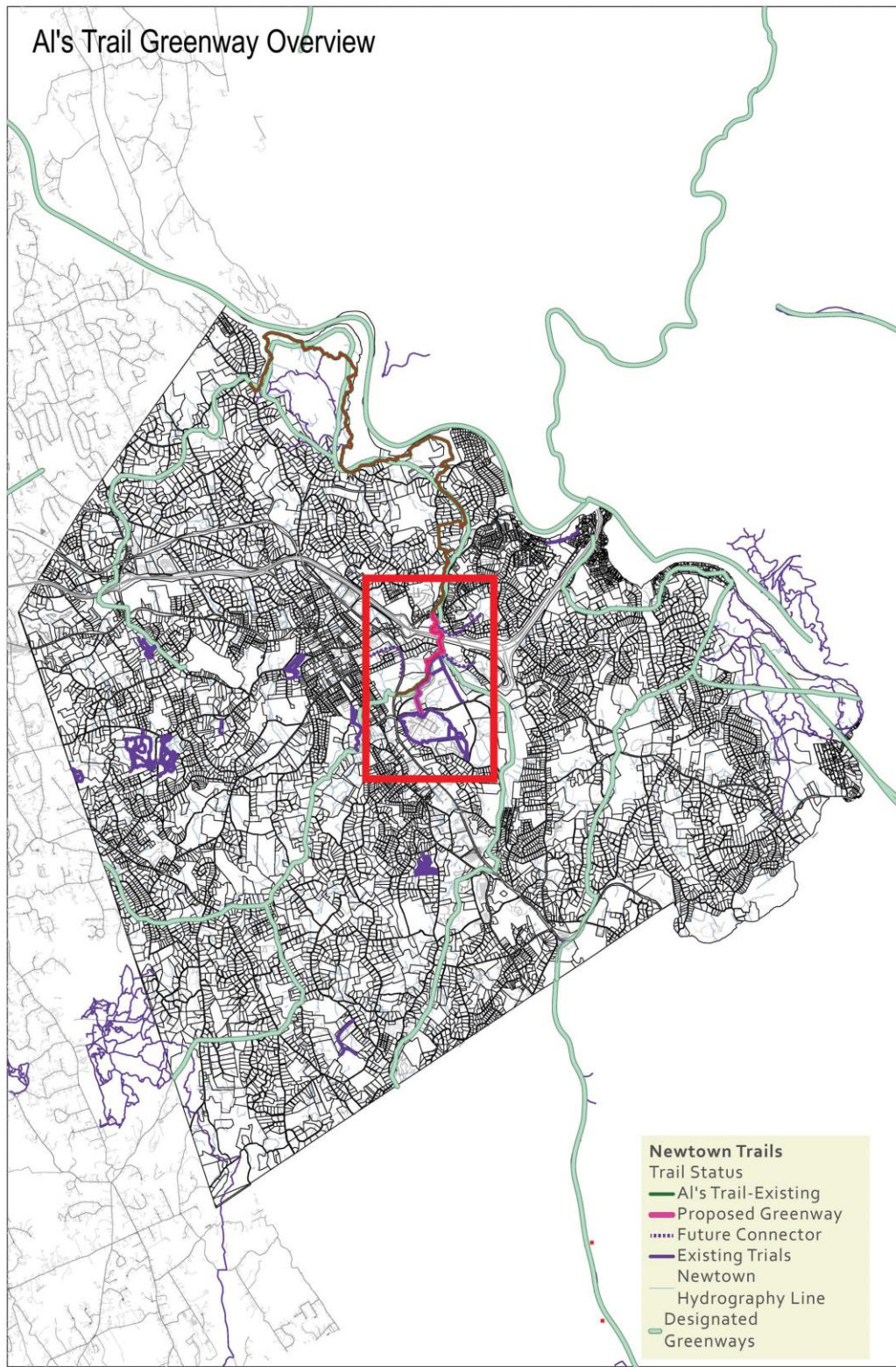
Trails and Greenways Program Coordinator
Department of Energy & Environmental Protection
BOR – State Parks Division
79 Elm Street
Hartford, CT 06106-5127

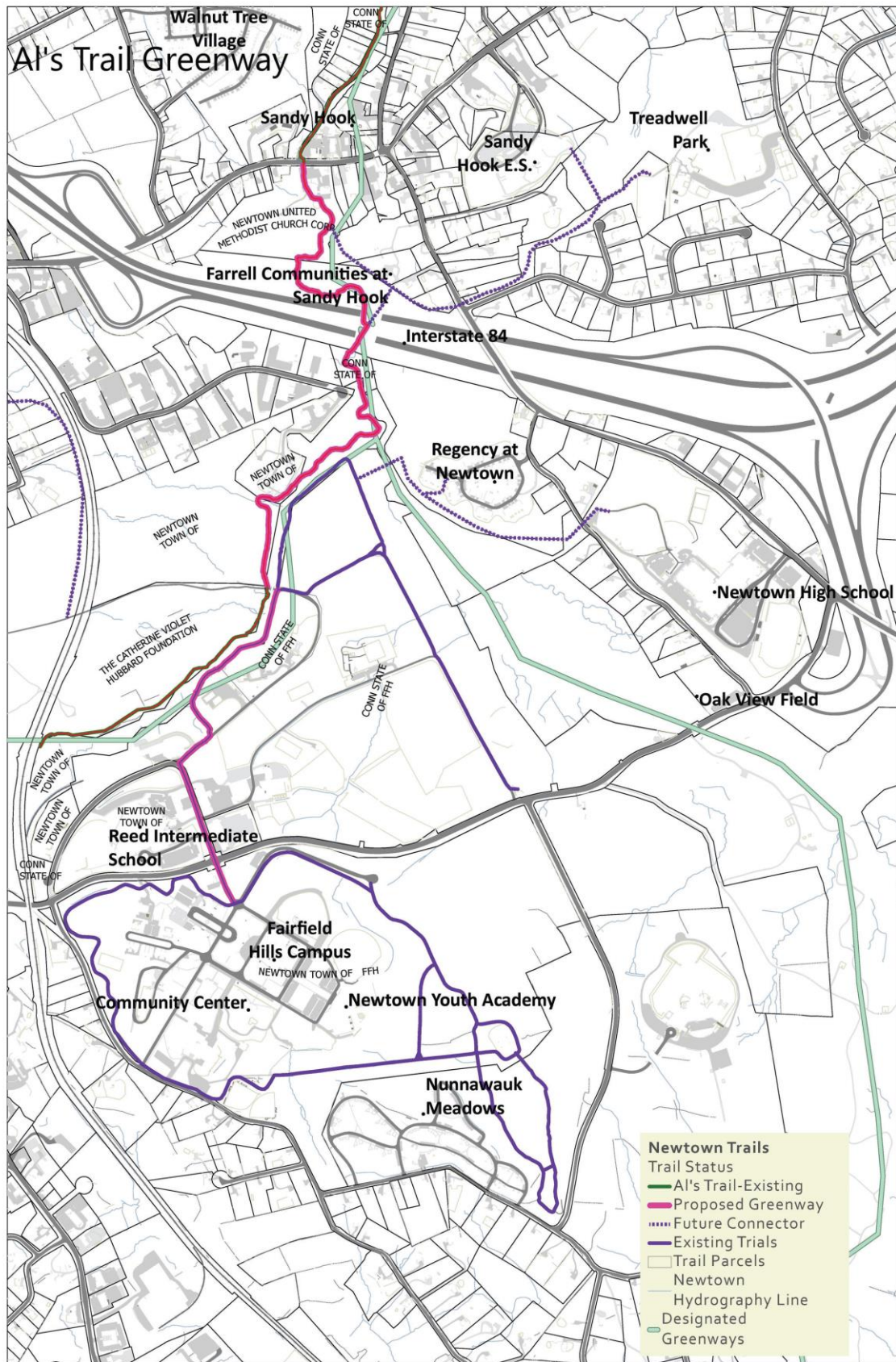
- 2. Final Report:** Per your contract with DEEP, final payment shall be reimbursed following completion of the project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of your project have been met. Your final report must include:

- Project Title
- PSA # and contract period
- Amount of Award
- Project Duration: Year(s) and Month(s)
- Project Manager(s) or Team Members
- Accomplishments (should include all items in contract scope)
- Revisions made to original scope of work (if applicable)
- Digital photograph(s) of the completed project
- Digital map of the completed project site (photo of hard copy map is acceptable)

Please email (or mail reports on a CD or other electronic storage device as appropriate) if possible

APPENDIX F
LOCATION MAP







Connecticut Department of
Energy & Environmental Protection
Bureau of Outdoor Recreation
State Parks & Public Outreach Division

Connecticut Recreational Trails Program Grant Application

(For any State funds that may become available in 2022-23)

Deadline for Submission is March 1, 2023

Print or type unless otherwise noted.

Part I: General Information

Project Title: **Al's Trail Greenway Feasibility Study**

Estimated Total Project Cost: **\$ 125,000.00** (include labor)

Total Amount Requested: **\$ 100,000.00** (up to 80% of total project cost)

Project Proposal Type (check all appropriate boxes):

☒ Planning/Design ☐ Construction ☐ Maintenance ☐ Acquisition ☐ Education
☐ Equipment ☐ Amenities ☐ Publications ☐ Outreach

Part II: Applicant Information

1. Applicant Information:

Name: **Rob Sibley**

Title: **Land Use Director**

Mailing Address: **3 Primrose St**

City/Town: **Newtown**

State: **CT** Zip Code: **06470**

Business Phone: **2032704351**

ext. Fax: **2032704278**

Email: **rob.sibley@newtown-ct.gov**

2. Chief Executive Officer:

Name: **Daniel Rosenthal**

Title: **First Selectman**

Mailing Address: **3 Primrose St**

City/Town: **Newtown**

State: **CT** Zip Code: **06470**

Business Phone: **2032704200**

ext. Fax:

Email: **dan.rosenthal@newtown-ct.gov**

Part II: Applicant Information (continued)

3. Grant Administrator:
Name: **Bob Tait** Title: **Finance Director**
Address: **3 Primrose ST**
City/Town: **Newtown** State: **CT** Zip Code: **06470**
Business Phone: **2032704226** ext. Fax:
Email: **bob.tait@newtown-ct.gov**
4. Organization or Municipality's Tax ID (FEIN) Number: **066-00-2048**
5. Legal name for your Organization (<https://www.concord-sots.ct.gov/CONCORD/>) or Municipality (<https://portal.ct.gov/>):
<https://www.newtown-ct.gov/> / Town of Newtown
6. Legislative District (STATE): **CT House 106**
(<https://cga.ct.gov/>)
7. Property owner information, if different than applicant:
Name: **Same – Town of Newtown** Title:
Mailing Address:
City/Town: State: Zip Code:
Business Phone: ext. Fax:
Email:
- Note:** If the applicant is not the property owner, permission for public recreational access must be documented. Include such documentation as **Attachment A**.

Part III: Project Information

1. **Project Description** Provide the following information (no more than 3 pages) as **Attachment B**:
- what is the need for this project and what user group(s) will it serve;
 - what is the physical extent of the project (refer to your map, Item 2 below and in **Attachment C**);
 - what type of ground disturbance (specify depth and any tree cutting if stumps will be removed) will occur;
 - what type of equipment will be used;
 - what type of amenities will be installed or repaired (for example: parking lots, benches, signs which must be located on your map in **Attachment C**);
 - will bridges or boardwalks be installed or repaired;
 - are permits necessary (**list them**) and are they obtainable?
 - If you are proposing an Educational Project, Project Description should provide project overview, with focus on guiding questions of the "Educational Project Supplemental Application" (DEEP-TRAILS-APP-001A) as Attachment G.

Part III: Project Information (continued)

2. **Project Maps.** Your application will be rejected unless you provide maps that will allow a field inspection to occur **with ease**. Include a town level project location map **and** a more detailed site plan showing the proposed trail bed improvements, trail heads, locations and technical drawings of trail amenities (parking areas, benches, plantings, fencing, bathrooms, etc.) and signs and/or kiosks and bridges and/or boardwalks as **Attachment C**. Digital photos and maps (digital photos taken of hard copy maps are acceptable) are preferred.

3. **Grant Selection Criteria.** Per the guidelines found on page 2-7 of this application, check the Yes or No box as applicable and provide details as specified.

Yes No

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | This project serves an CT DECD listed Distressed Municipality. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | This project connects to publicly available trail(s) on state, municipal or land trust owned land. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | This project is part of a CT Greenways Council designated greenway. If Yes, provide the name of the Greenway:
Newtown Greenway System |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | This project will connect schools, downtown, public spaces for a community within urban or rural areas (as defined by CTDOT), or tribal land, that have limited access to trails and outdoor recreation opportunities within a 10-minute (1/2 mile) walk in urban areas, and 10-mile drive in rural areas. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | This project is included in a local and/or regional plan or addresses a goal of the Statewide Comprehensive Outdoor Recreation Plan (SCORP). Copies of relevant excerpts will be required if your application is selected. Please do not send them in advance. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | This project provides new opportunities where none previously existed, where input from the underserved community was part of the planning process and indications are strong that they will benefit from the resource. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | This project is the Next Phase of a project previously completed (no outstanding grant balance) and funded by DEEP's Federal or State Recreational Trails Program. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | This project is receiving funding from other State or Federal agencies. If Yes, provide source of funding: Match from National Park Service |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | This project develops or incorporates innovative technology or approaches that can be applied to other properties or resources. |

Part III: Project Information (continued)

4. Site Suitability:

Yes No

- ☐ ☒ The project is located in a Federal Emergency Management Agency (FEMA) floodzone. You can find FEMA information at your town hall in the building department or on the Internet at FEMA's map center (<https://msc.fema.gov/portal/home>): If your proposal is recommended for funding, it will be forwarded to DEEP's Inland Water Resources Division staff for assessment of the need for Flood Management Certification (FMC). As a part of your contractual obligations, your project work within the flood plain will not be able to begin until FMC is obtained. Other restrictions may be attached.
- ☐ ☒ The project is within an aquifer protection area.
[To view the applicable list of towns and maps visit the DEEP website at www.ct.gov/deep/aquiferprotection.
To speak with someone about the Aquifer Protection Areas, call 860-424-3020]
- ☐ ☒ The project lies within an area identified by the CT DEEP Natural Diversity Data Base as possibly containing endangered species. If Yes, and your proposal is recommended for funding, it will be forwarded to NDDB staff for assessment. Any restrictions will become part of your contractual obligations.
[For more information visit the DEEP website at www.ct.gov/deep/endangeredspecies (Review/Data Requests) or call the NDDB at 860-424-3011]
- ☐ ☒ The project may impact significant historical or archaeological sites. If your proposal is recommended for funding, you may be required to complete [DEEPs Historic Preservation Review](#) (can be found within Appendix G of The DEEP General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities ("Construction General Permit")). Any costs you incur in obtaining the required SHPO finding will be applied toward your 20% match requirement. Non-profit organizations and municipalities are eligible for up to \$20,000.00 on a non-matching basis to undertake general area archaeological reconnaissance surveys. Contact SHPO for details at 860-256-2761.
- ☐ ☒ Is the project within the coastal area? www.ct.gov/deep/gis (GIS Data)
- ☐ ☒ Are there reserved rights/restrictions or environmental intrusions (power lines, dumps, factories, roads, etc.) on or in close proximity to the trail? If Yes, please give details:
- ☐ ☒ The property through which the trail will pass is suspected of containing hazardous and/or contaminated materials. What has been done to screen for these materials?

Part III: Project Information (continued)

5. Site Accessibility and User Group Information:

- a) Will your trail serve any elderly housing projects, housing authority (public housing), underserved communities, affordable housing developments, or low or very low-income areas or neighborhoods?

☒ Yes ☐ No

Please describe the methods or means by which these user groups will access the site.

Nunnawauk Meadows elderly housing community is on the Fairfield Hills Loop trail. This study also looks at adding a feeder trails from Regency at Newtown.

- b) Will this trail be multi-use or single-use? To be considered multi-use the trail must allow two (2) or more of the following user groups: foot-travel (hike, ski, roller blade, etc.), bicycle, mountain bike, equestrian, motorized.

☒ Multi-use ☐ Single-use

- c) List the user group or groups that would be utilizing this trail? Provide some indication of use intensity expected (i.e. user/week).

Foot travel and bicycle. School age children through senior citizens from Newtown and surrounding communities that enjoy walking, hiking, bicycling, fishing, and exploring open space. If the larger connection to the Housatonic Trail is eventually completed, then it will open access to larger more diverse groups. The Fairfield Hills loop is heavily used, hundreds and sometimes thousands in a day. We expect this to have equal or greater usage.

- d) To what degree will this project provide assistance to people who have disabilities? Your project must use the best information available to ensure broad usability. List any ADA trailside amenities or trailhead facilities that are available (such as platforms, parking areas, shelters, compost toilets, etc.) to improve accessibility for people with disabilities. Please note: Often times, taking accessibility measures is not feasible on trails due to trail terrain, environmental conditions, nature of the setting, prevailing construction methods or required materials that would be prohibited by federal, state, or local laws or where compliance would cause substantial harm to or alter cultural, historic, religious, or significant natural features of the setting. See the Forest Service website (www.fs.fed.us/recreation) for the best available guidance for trail projects.

This study will look at what level of accessibility is possible given the natural constraints. The goal is to make all or as much as possible ADA accessible.

6. **Public Participation:** Public participation can be defined as: special public meetings, proposal reviewed by special interest groups or advisory councils and boards, public fund raising, construction or maintenance, etc.

- a) Please describe how public participation at the local level was included in planning this project. If your project is recommended for funding, you will be required to provide evidence of this public participation, such as public notices, news releases, public surveys, minutes and news articles. Please do not provide this evidence in advance.

This project is a recommendation contained in the AI's Trail Corridor Action Plan.

7. **Letters of Support:** Letters demonstrating support for your project are welcomed digitally or hard copy.

Part III: Project Information (continued)

8. **Scope of work:** You will be granted 2 years to complete your project. Provide your "Project Tasks, Subtask identification and deliverables, and Timeline," as **Attachment D** in a table format as shown below.

Project Tasks and Anticipated Completion Timeline			
Tasks	Project Task Types	Project Subtasks	Timeline
Task A	Planning	Subtasks may include (not limited to): <ul style="list-style-type: none"> • Environmental studies • Survey • Alternative Route Analysis • Public Participation 	September 2023
Task B	Design	Subtasks may include (not limited to): <ul style="list-style-type: none"> • Engineering • Conceptual Design • Final Design • State & Local Permitting 	Oct – Dec 2023
Task C	Land Acquisition	Subtasks may include (not limited to): <ul style="list-style-type: none"> • Land purchase costs • Legal support 	January 2024
Task D	Construction	Subtasks may include (not limited to): <ul style="list-style-type: none"> • Construction Administration • Mobilization/ Site Prep • Materials and Activities (Including Trail Attributes such as signs/kiosks, benches, bathrooms, parking lots, bollards, etc.) • Labor • Trail Attributes • Equipment 	June-August 2024
Task E	Maintenance	Maintenance activities can be construction on <u>existing</u> trails and may include trail attributes as sub-items. Subtasks may include (not limited to): <ul style="list-style-type: none"> • Resurfacing • Trail / Bridge repairs • Trail Attributes such as signs/kiosks, benches, bathrooms, parking lots, bollards, etc.) • Drainage upgrades • Equipment 	November 2024
Task F	Trail Publications*	Subtasks may include (not limited to): <ul style="list-style-type: none"> • Websites • Hard copy books, handouts, reports • Data visualizations • Educational Signage 	January 2025

*Per CGS 23-103(c) Trail Publications referencing specific bikeways, pedestrian walkways, greenways, or multi-use trails.

9. **Project Cost Estimates:** Provide an itemized project cost breakdown as **Attachment E**. Describe the means by which said cost was derived. List any engineers, appraisers, contractors or manufacturers that were consulted. Use the following table format shown below

Name of Applicant	
Project Cost Estimates	
Item (should correspond to your scope of work and may have more detail)	Cost
Task A – Planning Subtask 1 – Public Outreach	\$3,000.00
Task B - Design Subtask 1 - Survey	\$5,000.00
Task B - Design Subtask 2 - Final Design	\$20,000.00
Task C - Construction Subtask 1 - Construction Administration	\$15,000.00
Task C - Construction Subtask 2 - Materials and Activities	\$50,000.00
Task C - Construction Subtask 3 – Equipment rental	\$1,500.00
TOTAL Project Costs	\$94,500.00
Match ($\geq 20\%$ of total project costs.)	\$18,900.00
Grant Amount ($\leq 80\%$ of total project costs)	\$75,600.00

10. **Maintenance Plan:** Grantees are required to maintain projects that utilize CT Recreational Trails Grant funds and to provide assurance of such operation and maintenance for a period of at least the life expectancy of the trail, twenty years, or until total destruction or degradation by an act of nature, whichever comes first. All projects **must** provide a description of how the trail will be maintained including who will be responsible, who will perform the maintenance and how will it be performed, anticipated maintenance schedule, anticipated maintenance budget and funding mechanism(s). Provide a maintenance plan as **Attachment F**.

11. If you are proposing a **Land Acquisition Project** and your project is recommended for funding by the Recreational Trails Advisory Committee, you will be required to provide an appraisal of the land to be acquired, and a review of the appraisal by an independent review appraiser. You will also be required, when the grant agreement is executed, to provide assurances that the property will be dedicated to public passive recreation for a period of at least the life expectancy of the trail, twenty years, or until total destruction or degradation by an act of nature, whichever comes first.

12. If you are proposing an **Educational Project**, complete and submit the "Educational Project Supplemental Application" (DEEP-TRAILS-APP-001A) as **Attachment G**.

Part IV: Supporting Documents

Please check the attachments submitted as verification that *all* applicable attachments have been submitted with this application form. When submitting any supporting documents, please label the documents as indicated in this part (e.g. Attachment A, etc.) and be sure to include the applicant's name.

- | | | |
|-------------------------------------|---------------|---|
| <input type="checkbox"/> | Attachment A: | If the applicant is not the property owner, provide documentation of your permission for public recreational access. |
| <input checked="" type="checkbox"/> | Attachment B: | Project Description as described in Part III, item 1 of this application. |
| <input checked="" type="checkbox"/> | Attachment C: | Project location map(s) - Provide map(s) and detailed site plan as described in Part III, item 1 of this application. |
| <input checked="" type="checkbox"/> | Attachment D: | Scope of Work - provide project tasks as a described in Part III, item 7 of this application on |
| <input checked="" type="checkbox"/> | Attachment E: | Project Cost Estimates - provide budget information as described in Part III, item 8 of this application. |
| <input type="checkbox"/> | Attachment F: | Provide Maintenance Plan as described in Part III, item 11 of this application. |
| <input type="checkbox"/> | Attachment G: | "Educational Project Application Supplement" (use form provided). |

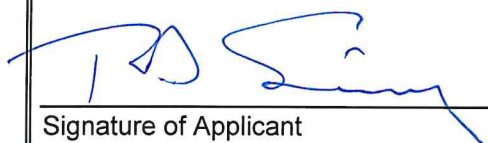
Part V: Applicant Certification

The applicant *and* the individual(s) responsible for actually preparing the applicant must sign this part. **An application will be considered incomplete unless all required signatures are provided.** [If the applicant is the preparer, please mark N/A in the spaces provided for the preparer.]

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with section 22a-6 of the General Statutes, pursuant to section 53a-157b of the General Statutes, and in accordance with any other applicable statute.

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text."



Signature of Applicant

Rob Sibley

Name of Applicant (print or type)

Signature of Preparer (if different than above)

Name of Preparer (print or type)

3/1/2023

Date

Director of Land Use

Title (if applicable)

Date

Title (if applicable)

Submission and Deadline: Proposals must be received by **March 1, 2023.**

Email is preferred, kimberly.bradley@ct.gov

OR

Mail reports **on a CD** or other electronic storage device as appropriate to:

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

ATTACHMENT B- Al's Trail Greenway Feasibility Study:

This proposal seeks \$100,000 in DEEP funding for a feasibility study to build a multi-use greenway in Newtown that connects Fairfield Hills to Sandy Hook Center.

The Newtown Bike and Trail Committee was formed by the Board of Selectmen in 2018. Upon formation, the Committee conducted a survey of residents to see what trail related priorities were important to the community. The results of the survey were clear, restoring Al's Trail and researching the potential of turning a section of it into a multi-use greenway were a priority.

In 2019 the Newtown Bike and Trail Committee was awarded a National Park Service- Rivers, Trails and Conservation Assistance Program Grant to develop an action plan to restore Al's Trail which lies within the Pootatuck River Greenway portion of the Newtown Greenway System. The action planning process assessed the current trail condition and made recommendations on how to restore the trail after a 2018 macroburst heavily damaged the trail. But more importantly, the planning process included a comprehensive assessment of the 11-mile trail corridor, surrounding communities, nearby schools, local business centers, transportation, recreation, and connections to other trails and open space locally in Newtown as well as regional connections to other greenways and trail networks. A series of stakeholder engagement events and community forums were held to solicit input from landowners, local recreational and environmental organizations, state and local government, and interested citizens. The assessment generated numerous recommendations to repair and upgrade the trail to turn it into the spine of townwide trail network including:

- Create an accessible and low-impact greenway to link Fairfield Hills to Sandy Hook
- Study the feasibility of developing regional connections via the Housatonic Railroad corridor

The Al's Trail Corridor (see map attachment 1) is significant because it is central to so many community resources including schools (Reed Intermediate, Newtown High School, Sandy Hook Elementary), age restricted housing (Regency at Newtown, Nunnawauk Meadows, and Walnut Tree Village), existing recreational centers (Fairfield Hills Campus, Newtown Community Center, Treadwell Park, Rocky Glenn S.P., Newtown Youth Academy, wild trout fishery), However, the current trail is a narrow footpath that traverses challenging terrain and is only accessible to experienced hikers.

Building a multi-use greenway between Fairfield Hills and Sandy Hook will increase access to new user groups that are currently not able to negotiate the current trail. Additionally, it will promote walkability and safe bicycle routes by creating a travel corridor between two community focal points that are currently divided by Interstate 84.

Further, The Town of Newtown has already begun studying connections to the wider regional greenway networks. A study completed in the fall of 2022 titled Housatonic Trail Extension assessed the possibility of connecting the Fairfield Hills Campus to the Housatonic Rail Trail along the Pequonnock Greenway. The proposed Al's Trail Greenway combined with the Housatonic Trail Extension would put the pieces together that would create a multi-use greenway extending from Bridgeport to Sandy Hook.

IN addition to increasing accessibility to trails and outdoor recreation, this project supports SCORP goals that seek to "ensure that all residents and visitors can locate and access all outdoor recreation areas and

facilities.” This project will look at the feasibility of connecting angler access points to the greenway which will help achieve the objective of increasing recreational fishing in CT. Because the proposed greenway passes through class 1 wild trout habitat, this feasibility study will look to balance increasing accessibility for fishing while balancing that with the need to make sure that the construction and ongoing greenway use do not negatively impact the river and surrounding wetlands.

The project straddles both the Danbury and Bridgeport-Stamford Adjusted Urban Areas and will increase trail access for nearby urban residents.

Because this project is limited to a feasibility study, it will not have any impact on wetland, aquifers, species of special concern, or the environment in general. The eventual construction of the greenway would have some environmental impacts that will to be mitigated. The project site is within a FEMA flood zone and natural diversity area, but does not impact an aquifer protection zone or a registered historic place.

The need for this study is to learn how a greenway can be built that will increase recreational opportunities while mitigating the environmental impact of constructing and operating the greenway near such important environmental resources. While the attached map show a single path for the greenway, the study will look at numerous options for connection Fairfield Hills and Sandy Hook that weigh recreational opportunities and environmental impact.

Project Goals:

- Study the feasibility of a widely accessible, future connection from Fairfield Hills to Sandy Hook center.
- Look at safe multi use access from the existing Fairfield Hills multi-use trail and how to connect it to Trades Lane and Old Farm Road near Deep Brook which connect to a variety of existing trails.
- Research additional parking at the kiosk on Old Farm Road with horse trailer accommodations and connections to the trails at the Catherine Violet Hubbard Animal Sanctuary
- Study the feasibility of a bridge for multi-use, non-motorized access across the Pootatuck River that would connect trails on town property on each side of the Pootatuck and would connect the high school and senior living communities off of Oakview and Washington Ave to Fairfield Hills.
- Study the feasibility of connecting angler access points to trails.

Project Parameters:

- Include various stakeholders early in the process to assure various perspectives are taken into account.
- Consider watershed protection and address environmental impact appropriate for the Pootatuck and Deep Brook greenways.
- Work closely with town staff to design several alternative options.

- Present three designs to town staff and stakeholders for feedback, revisions, and approval, then follow up with public meetings.

Work Outline:

The study area is generally bounded by Old Farm Road to the west, Mile Hill Road/Wasserman Way to the south, Route 34 to the east, and Church Hill Road to the north.

Newtown Greenway Fairfield Hills to Sandy Hook Connection

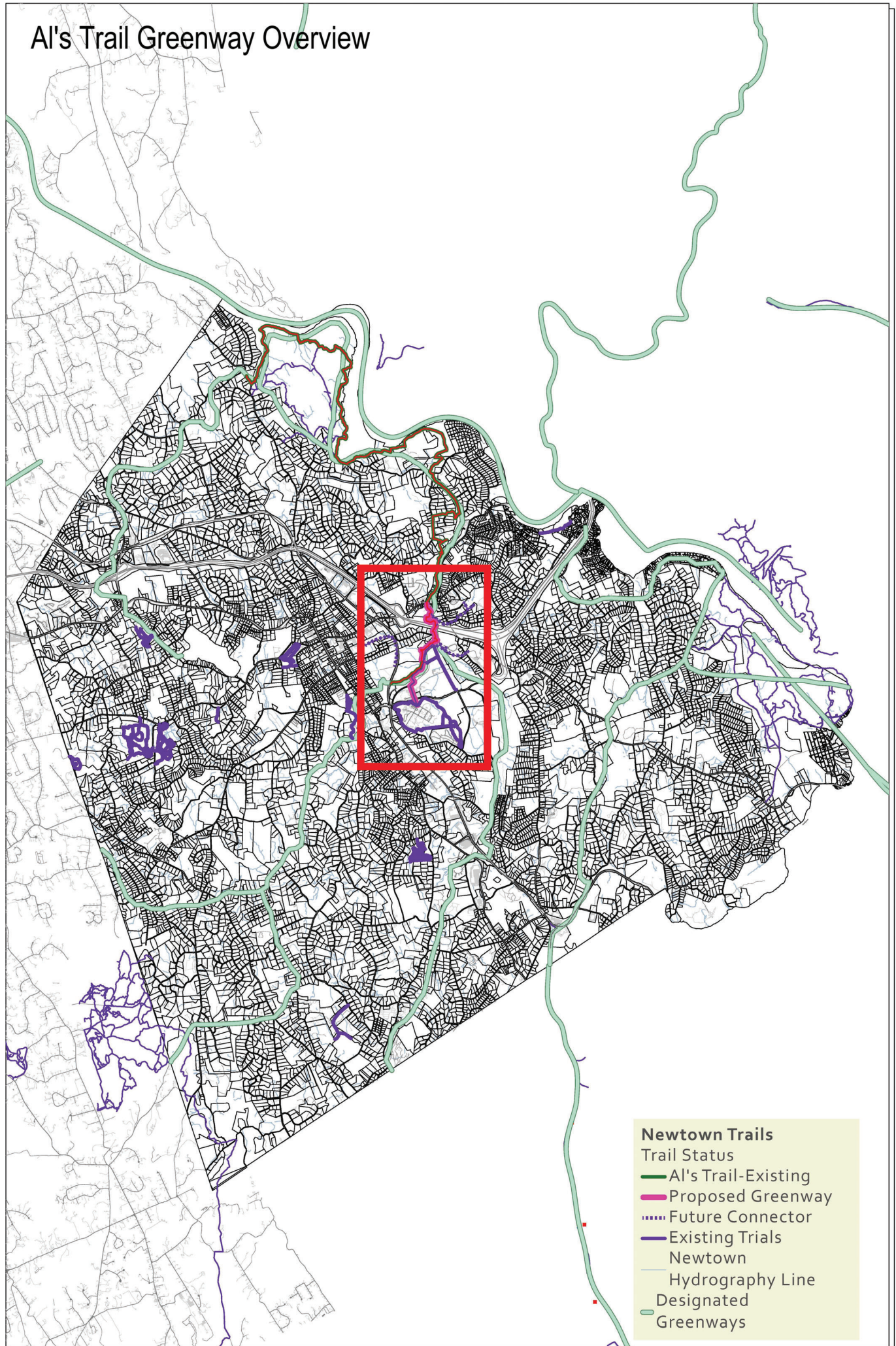
Gather Data – Available data will be gathered into a Geographic Information System (GIS) to develop a base map to work on. Information on public land ownership, inland wetlands, watercourses, flood zones, 2016 State Lidar topography, and historically sensitive areas will be gathered and overlaid on an ArcGIS base map.

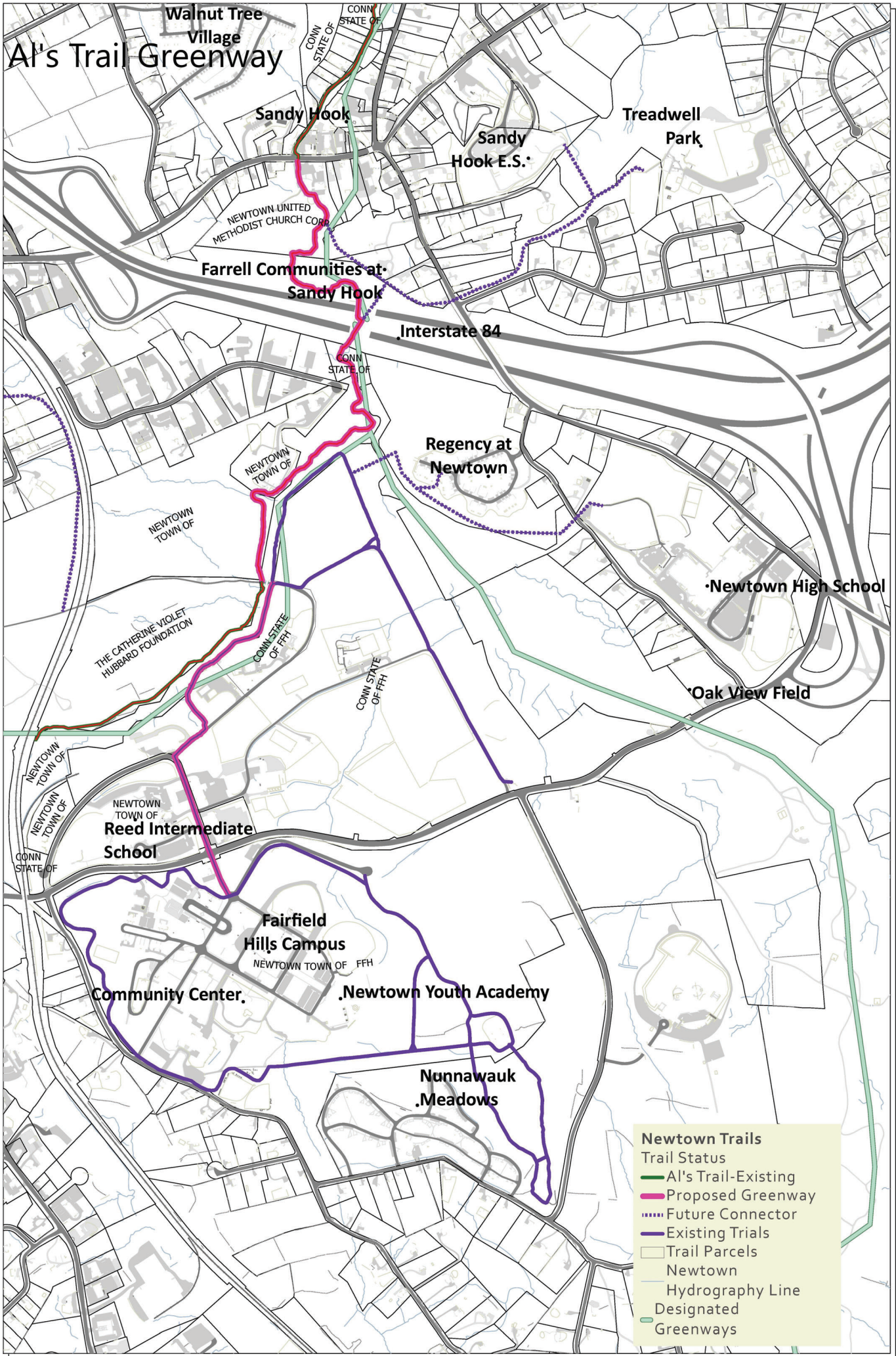
Alignment Development – Up to three alignments will be developed and overlaid on the project base mapping. The alignment alternates will be analyzed to outline their benefits and weaknesses. Costs for each alignment will be general at an order of magnitude level based upon an average cost per mile basis for similar projects. A recommendation on a preferred alignment will be developed as part of the alternatives analysis along with the reasoning behind the recommendation. A meeting with Town staff will be held to get their feedback on the alternates and adjustments will be made to the preferred alignment before taking it to the public.

Public Input – Two public meeting will be held to present the preferred alignment and alternate alignments to the public to gather their input. At the direction of Town staff, the preferred alignment will be adjusted based upon public input to produce a final version of the preferred alignment.

Cost Estimate – based upon the preferred alignment, a more detailed cost estimate will be developed to determine the overall cost of the alignment. The cost estimate will be done at a planning level and will include estimates for contract items, incidentals, contingencies, design, utility relocation, inflation and right of way acquisition. Appropriate percentages prescribed by the CTDOT estimating guidelines will be used to determine costs to apply for federal funding. A second version of the cost estimate will be developed using LOTCIP guidelines to determine the costs for applying for State funding. With both estimates developed they will be broken down further into segments that fit within each funding program and provide logical termini and independent utility.

Al's Trail Greenway Overview





Al's Trail Greenway

Newtown Trails

Trail Status

- Al's Trail-Existing
- Proposed Greenway
- Future Connector
- Existing Trials

Trail Parcels

- Newtown

Hydrography Line

- Designated
- Greenways

Attachment D- AI's Trail Greenway Feasibility Study

<i>Project Tasks and Anticipated Completion Timeline</i>			
Tasks	Project Task Types	Project Subtasks	Timeline
Task A	Data Gathering and Alignment Development	Subtasks may include (not limited to): <ul style="list-style-type: none">• Data gathering & GIS base map development• Alignment development & analysis (3 alts max)	Sept 2023- March 2024
Task B	Public Engagement	Subtasks may include (not limited to): <ul style="list-style-type: none">• Public involvement preparation• Public meeting No. 1• Public meeting No. 2• Meet with town staff	March 2024- Sept. 2024
Task C	Alignment Revisions	Subtasks may include (not limited to): <ul style="list-style-type: none">• Revise alignment based on town and public input	Sept. 2024- Oct. 2024
Task D	Report and Recommendation Development	Compile work into a report Develop overall cost estimate Break estimate into segments revise mapping Compile work into a report	Sept. 2024- Sept. 2025

Attachment E- AI's Trail Greenway Feasibility Study

Tasks	Project Task Types	Project Subtasks	Amount
Task A	Data Gathering and Alignment Development	Subtasks may include (not limited to): • Data gathering & GIS base map development • Alignment development & analysis (3 alts max)	\$ 25,942.37 \$ 17,424.71
Task B	Public Engagement	Subtasks may include (not limited to): • Public involvement preparation • 2 Public Meetings • Meet with town staff	\$ 9,260.19 \$ 8,879.92 \$ 2,222.44
Task C	Alignment Revisions	Subtasks may include (not limited to): • Revise alignment based on town and public input	\$ 7,408.15
Task D	Report and Recommendation Development	Subtasks may include (not limited to): • Compile work into a report • Develop overall cost estimate • Break estimate into segments revise mapping	\$ 29,971.44 \$ 7,778.56 \$ 16,112.22

Expense Sub-Total \$ 125,000.00

Funding

Grant \$ 100,000.00

Match* \$ 25,000.00

Total \$ 125,000.00

* Match Sources (\$3,735 Volunteer Time and \$6,326 NPS time to date. \$14,939 combination of fund raising, town contribution, and future volunteer time)

Western Connecticut COUNCIL OF GOVERNMENTS



March 1, 2023

Ms. Kimberly Bradley, Trails and Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

RE: Letter of Support for the CT DEEP, Recreational Trails Grant Program

Dear Ms. Bradley:

On behalf of the Western Connecticut Council of Governments, I am writing in support of the Town of Newtown's Al's Trail Greenway Feasibility Study proposal from the Town of Newtown.

This project which will expand the popular and well used multi-use Fairfield Hill Loop Trail to Sandy Hook Center utilizing the Al's Trail Corridor. The central location of this project to the Newtown community will expand trail access to residents of all ages as it passes near to schools, age restricted housing, and other vital community hubs.

This project plays an important role in bringing the Newtown Greenway System into being as it was originally envisioned when the designation was granted in 2003. Further, this is an important step in longer-term vision of expanding trail connectivity throughout the state of Connecticut. The Al's Trail Greenway could one day connect to the Pequonnock Valley Greenway opening recreational access from Sandy Hook all the way to Long Island Sound in Bridgeport.

This project is consistent with the Western Connecticut Regional Plan of Conservation and Development 2020-2030 (2020), Housatonic Valley MPO's Long-Range Transportation Plan, and WestCOG Economic Plan. Please give the highest consideration for Newtown's application.

Thank You,

Francis R. Pickering
Executive Director

Newtown Municipal Center
3 Primrose St., Newtown, CT 06470
Tel. 203-270-4201
Fax 203-270-4205



Daniel C. Rosenthal
First Selectman
Tel. 203-270-4202
dan.rosenthal@newtown-ct.gov

TOWN OF NEWTOWN

OFFICE OF THE FIRST SELECTMAN

February 28, 2023

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Ms. Bradley,

I am pleased to write in support of the *Al's Trail Greenway Feasibility Study* proposal from the Town of Newtown and our Bike and Trails Committee. I strongly endorse this project which will expand the popular and well used multi-use Fairfield Hill Loop Trail to Sandy Hook Center utilizing the Al's Trail Corridor. The central location of this project to the Newtown community will expand trail access to residents of all ages as it passes near to schools, age restricted housing, and other vital community hubs.

This project plays an important role in bringing the Newtown Greenway System into being as it was originally envisioned when the designation was granted in 2003. Further, this is an important step in a longer-term vision of expanding trail connectivity throughout the state of Connecticut. The Al's Trail Greenway could one day connect to the Pequonnock Valley Greenway opening recreational access from Sandy Hook all the way to Long Island Sound in Bridgeport.

Our local government has a consistent history supporting all efforts to expand recreational activities and access to the outdoors. The Al's Trail Greenway aligns with our mission and fully I endorse the project and request that the Trails and Greenways Program award this grant to Newtown. Thank you for considering this application.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Rosenthal", is written over the word "Sincerely,".

Daniel C. Rosenthal

8 SIMPSON STREET
NEWTOWN, CT 06470
TEL. (203) 270-4340
FAX (203) 270-4333
www.newtown-ct.gov



Amy E. W. Mangold
Director

TOWN OF NEWTOWN

PARKS AND RECREATION DEPARTMENT

February 28, 2023

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Ms. Bradley,

I am pleased to write in support of the *Al's Trail Greenway Feasibility Study* proposal from the Town of Newtown. We strongly endorse this project which will expand the popular and well used multi-use Fairfield Hill Loop Trail to Sandy Hook Center utilizing the Al's Trail Corridor. The central location of this project to the Newtown community will expand trail access to residents of all ages as it passes near to schools, age restricted housing, and other vital community hubs.

This project plays an important role in bringing the Newtown Greenway System into being as it was originally envisioned when the designation was granted in 2003. Further, this is an important step in longer-term vision of expanding trail connectivity throughout the state of Connecticut. The Al's Trail Greenway could one day connect to the Pequonnock Valley Greenway opening recreational access from Sandy Hook all the way to Long Island Sound in Bridgeport.

As a municipal organization we support all efforts to expand recreational activities and access to the outdoors. The Al's Trail Greenway aligns with our mission and fully endorse the project and request that the Trails and Greenways Program award this grant to Newtown.

Thank you for considering this application.

Sincerely,

Amy E. W. Mangold



Post Office Box 3571 Newtown CT 06470
www.CVHFoundation.org
(866) 620-8640

February 28, 2023

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Ms. Bradley,

My name is Jenny Hubbard, the president of the Catherine Violet Hubbard Animal Sanctuary and write in support of the Al's Trail Greenway Feasibility Study proposal from the Town of Newtown.

The Catherine Violet Hubbard Animal Sanctuary started in 2013 to commemorate and honor the life of my daughter, Catherine, one of the six-year-old victims of the Sandy Hook Elementary School tragedy. She was a passionate animal lover who dreamt of someday working with and caring for them. The sanctuary pays tribute to this by honoring the bond between humans, animals, and the environment. Since its inception, the sanctuary has raised over \$7.0 million in funding to support its breadth of stewardship programming which includes habitat restoration efforts, free community workshops and enrichment curriculum for Newtown's k-6 classrooms, aid for financially insecure older adults to keep and care for their pets and, and lastly, site improvement and infrastructure.

Over the past ten years the sanctuary has focused on transforming it's 34 acres into a space embraced by the community for its hiking and equestrian trails, as a place to reflect, find healing and learn from the sanctuary's environmental stewardship practices. The sanctuary and surrounding land, collectively, has come be referred to as "Newtown's Hidden Treasure." A project which will create a greenway, improving the accessibility and reach of Al's Trail Corridor and provide all ages an opportunity to experience the sanctuary, Deep Brook, and Fairfield Hills is one that we strongly support. Newtown's majestic landscape and tucked away treasures should never be hidden.

The Catherine Violet Hubbard Animal Sanctuary fully endorses the project and request that the Trails and Greenways Program award this grant to Newtown.

Thank you for considering this application.

Sincerely,

A handwritten signature in dark ink, appearing to be "JH", followed by a horizontal line.

Jennifer Hubbard
President, Catherine Violet Hubbard Animal Sanctuary



February 28, 2023

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Ms. Bradley,

I am pleased to write in support of the *Al's Trail Greenway Feasibility Study* proposal from the Town of Newtown. We strongly endorse this project which will expand the popular and well used multi-use Fairfield Hill Loop Trail to Sandy Hook Center utilizing the Al's Trail Corridor. The central location of this project to the Newtown community will expand trail access to residents of all ages as it passes near to schools, age restricted housing, and other vital community hubs.

This project plays an important role in bringing the Newtown Greenway System into being as it was originally envisioned when the designation was granted in 2003. Further, this is an important step in longer-term vision of expanding trail connectivity throughout the state of Connecticut. The Al's Trail Greenway could one day connect to the Pequonnock Valley Greenway opening recreational access from Sandy Hook all the way to Long Island Sound in Bridgeport.

As an organization we support all efforts to expand recreational activities and access to the outdoors. The Al's Trail Greenway aligns with our mission and fully endorse the project and request that the Trails and Greenways Program award this grant to Newtown.

Thank you for considering this application.

Sincerely,

Michael Burton, President



National Park Service

Rivers, Trails and Conservation Assistance Program
15 State Street; 10th Floor
Boston, MA 02109

1 March 2023

Kim Bradley

Trails and Greenways Program Coordinator
State of Connecticut Department of Energy and Environmental Protection
79 Elm Street, Hartford, CT 06106

Dear Ms. Bradley,

The National Park Service (NPS) submits this letter acknowledging our contributions to the AI's Trail Corridor Action Plan project, which includes a series of proposals for a multi-use greenway connecting Fairfield Hills to Sandy Hook village. The NPS Rivers, Trails and Conservation Assistance program (RTCA) supports community-led natural resource conservation and outdoor recreation projects across Connecticut and across the nation.

Since 2020, we have had the pleasure of providing technical assistance to the Newtown Bike and Trail Committee. Together, a working group facilitated by RTCA staff conducted trail audits, engaged community members, met with landowners and stakeholder groups, mapped existing and designed alternative trail routes, conducted a community workshop and created a detailed Action Plan with final recommendations.

Since January of 2022, our assistance has included dedicated NPS staff time at a rate of \$42 per hour. Our assistance has included the following:

- Facilitation of 36 regular (bi-weekly) working group meetings: \$1,512
- Travel (\$305) and facilitation (\$336) of community workshop in March 2022: \$641
- Editing and producing the summary Action Plan document: 40 hours x \$42= \$1,680
- Hired contractor to provide GIS analysis and maps of all AI's Trail segments: \$2493

Total NPS contribution from Jan 2022-March 2023: \$6,326

The RTCA program differs from a consultant or other hired support for projects because we work collaboratively with community partners to create outdoor recreation projects, requiring that our partners provide equal time and energy into our projects. All of the work produced by

the RTCA program was done with input, advice, and “sweat equity” from our working group, technical advisors, and community volunteers. A detailed description of our process and our working group’s findings and proposals can be found in the AI’s Trail Corridor Action Plan.

Please get in touch if you have any questions regarding our assistance to the AI’s Trail Corridor Action Plan project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Stroud". The signature is fluid and cursive, with the first name "Stephanie" written in a larger, more prominent script than the last name "Stroud".

Community Planner, NPS RTCA
stephanie_stroud@nps.gov



February 28, 2023

Kimberly Bradley, Trails & Greenways Program Coordinator
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Ms. Bradley,

I am pleased to write in support of the *Al's Trail Greenway Feasibility Study* proposal from the Town of Newtown. We strongly endorse this project which will expand the popular and well used multi-use Fairfield Hill Loop Trail to Sandy Hook Center utilizing the Al's Trail Corridor. The central location of this project will expand trail access to residents of all ages as it passes near to schools, age restricted housing, and other vital community hubs.

This project plays an important role in bringing the Newtown Greenway System into being as it was originally envisioned when the designation was granted in 2003. Further, this is an important step in the longer-term vision of expanding trail connectivity throughout the state of Connecticut. The Al's Trail Greenway could one day connect to the Pequonnock Valley Greenway, thus opening recreational access from Sandy Hook all the way to Long Island Sound in Bridgeport.

As an organization, the Newtown Bridle Lands Association supports all efforts to expand outdoor recreational activities and passive enjoyment of Newtown's trails. The Al's Trail Greenway proposal aligns with our mission of preserving and protecting Newtown trails, and we fully endorse the project and request that DEEP award this grant to the Town of Newtown.

Thank you for considering this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "TVB", is written over the name "Tracy Van Buskirk". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Tracy Van Buskirk
President

Newtown Bridle Lands Association Inc.

NEWTOWN BOARD OF EDUCATION SUMMARY - CAPITAL IMPROVEMENT PLAN 2024/25 TO 2028/29

BoE APPROVED 9/5/2023

INITIAL FIVE YEARS

		Year 1 NO BONDING	Year 2	Year 3	Year 4	Year 5	
Location	Description of Project	2024/25	2025/26	2026/27	2027/28	2028/29	TOTALS
Hawley Elem.	Re-roof 1997 wing (BUR, 18500sf) Roof Sections B,C,D,&H Repave entire parking lot, curbing, sidewalks (80000sf)				\$ 925,000	\$ 275,000	\$ 1,200,000
Middle Gate Elem.	Window replacement ** (Note #2) Bathroom renovations (2 staff, 2 student) HVAC design			\$ 1,100,000 \$ 220,000		\$ 200,000	\$ 1,520,000
Head O'Meadow	Repave entire parking lot, curbing, sidewalks (90000sf) (Note #4)				\$ 225,000		\$ 225,000
Reed Intermediate	Rebuild Chillers, Upgrade BMS controls/VAVs, Fence		\$ 400,000				\$ 400,000
Middle School	HVAC Improvements (Note #1) Replace Generator and Transfer Switch			\$ 12,000,000	\$ 250,000		\$ 12,250,000
High School	Restore Swimming Pool / Replace HVAC Re-roof BUR areas (B-wing, 42000sf) Re-roof BUR areas (C-wing, Pool, Gym, 47000sf) Replace Windows (B-wing) (Note #3) Replace F-wing chiller		\$ 930,000 \$ 2,100,000		\$ 2,300,000	\$ 450,000	\$ 6,580,000
District-Wide	Security Camera Upgrade (501 cameras)					\$ 700,000	\$ 700,000
TOTAL COSTS OF ALL PROJECTS		\$ -	\$ 3,430,000	\$ 14,120,000	\$ 3,700,000	\$ 1,625,000	\$ 22,875,000
TOTAL TO BE BONDED		\$ -	\$ 3,430,000	\$ 14,120,000	\$ 3,700,000	\$ 1,625,000	\$ 22,875,000

Eligibility for project inclusion on the CIP is that the cost must exceed \$200,000.

NEWTOWN BOARD OF EDUCATION SUMMARY - CAPITAL IMPROVEMENT PLAN 2028/29 TO 2032/33

BoE APPROVED 9/5/2023

SECOND FIVE YEARS

		Year 6 No Bonding	Year 7	Year 8	Year 9	Year 10	
Location	Description of Project	2029/30	2030/31	2031/32	2032/33	2033/34	TOTALS
Hawley Elem.						TBD	
Sandy Hook Elem.						TBD	
Middle Gate Elem.	HVAC Improvements **		\$ 3,000,000			TBD	\$ 3,000,000
Head O'Meadow	Roof restoration (66500sf) **			\$ 2,700,000		TBD	\$ 2,700,000
Reed Intermediate	Replace HVAC Equipment **		\$ 800,000			TBD	
	Replace Chillers, Upgrade BMS controls/VAVs, Fence **				\$ 1,000,000		\$ 1,800,000
Middle School	Repave entire parking lot, curbing, sidewalks (174000sf) (Note #4)			\$ 575,000		TBD	\$ 575,000
High School							\$ -
District-Wide							\$ -
TOTAL COSTS OF ALL PROJECTS		\$ -	\$ 3,800,000	\$ 3,275,000	\$ 1,000,000	\$ -	\$ 8,075,000
TOTAL TO BE BONDED		\$ -	\$ 3,800,000	\$ 3,275,000	\$ 1,000,000	\$ -	\$ 8,075,000

BoE APPROVED 9/5/2023

Notes:

** Possible grant projects - Newtown's State reimbursement rate is 25% for new construction and 35% for general construction.

1) NMS HVAC - the listed cost is contingent upon the design build study (being conducted this FY23/24) the cost could escalate 2 to 3 times more than the amount listed.

2) Middle Gate Window budget includes design and possible State reimbursement.

3) High School Windows (B-wing) budget includes design and possible State reimbursement.

4) Paving budgets are based on milling of existing asphalt, 3" of new asphalt, and line striping

TBD - Year 10 to be determined by possible facilities study