

THESE MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF FINANCE

The Board of Finance held a regular meeting on Monday, June 11, 2018 in the Council Chambers at the Municipal Center, 3 Primrose Street, Newtown, CT. Chairman Gaston called the meeting to order at 7:30pm.

Present: Jim Gaston, Sandy Roussas, Roger Cyr, Keith Alexander, Mark Boland

Absent: Steve Hinden

Also Present: First Selectman Dan Rosenthal, Finance Director Bob Tait, Vice President of the Newtown Forest Association Bart Smith, Chief of Police Jim Viadero and one member of the press

Voter Comment – None

Communications – None

Minutes – S. Roussas moved to approve the minutes from the 5/24/18 meeting. M. Boland seconded, motion unanimously approved.

First Selectman Report – First Selectman's report are all agenda's items and will be discussed then.

Finance Director Report – None

NEW BUSINESS

Transfer: \$9,500 from Contingency to Professional Services (Attachment A) – B. Tait reported that this is for a primary that was not budgeted for in the Registrars budget. S. Roussas moved to approve the transfer of \$9,500 from Contingency to Professional Services-Election.

K. Alexander seconded, motion unanimously approved.

Transfer: \$300,000 from various accounts to Capital and Non-recurring for storm cleanup costs (Attachment B) – First Selectman reported that the municipal cost for storm clean-up for the May 15, 2018 tornado/macrobust, is about a million dollars and residential cost is \$1.7 million. The county threshold for FEMA is 3.4 million. We have made our filing with DEMHS, they aggregate it and then it goes to the Governor's desk. From there it goes to the President. FEMA will be coming and doing their own assessment as well. 80% of the damage was sustained by 20% of the town. Last week at the Selectman meeting they started the process getting money appropriated for the cost. The latest charter revision, there is a 1 mil cap that the LC can put forward for both special and emergency appropriations. The LC appropriated \$425,000 at their last meeting. B. Tait went through the budget and cobbled up \$300,000 from various accounts. If FEMA comes through it will be as a grant so items in the budget will be restored were needed.

S. Roussas moved to transfer \$5,000 from Salaries & Wages – Full Time; \$5,000 from Insurance, Other than Employee Benefits, \$5,000 from Other Expenditures, \$25,000 from Salaries & Wages – Full Time, \$10,000 from Salaries & Wages – Overtime, \$7,000 from Salaries & Wages – Full Time, \$15,000 from Salaries & Wages – Full Time, \$178,000 from Road Improvements, \$50,000 from Contingency for a total of \$300,000 to Transfer Out – Capital Non-Recurring to be used for storm clean up. K Alexander seconded, motion unanimously approved.

Request for an appropriation of \$100,000 in the Open Space Land Acquisition Fund for the purchase of a development easement over 29.17 acres of open space owned by the Newtown Forest Association (to protect against future development) to be funded by in lieu of fees in the Open Space Land Acquisition Fund (Chery Grove Property) (Attachment C) – First Selectman explained that just before he took office a developer purchased the 29.2 acres with the intention of putting homes on it. The Newtown Forrest Association saw the potential in the land. NFA did the heavy lifting. A lot of our citizens gave directly to the effort and now the town has the opportunity to get involved and get a protective easement. In effect the true value of what we are getting is 600,000. We are contributing 18% of the property for the protection easement.

In lieu of fees clarification; when folks develop property they give the town 15%. It can be as raw land or the equivalent value and that goes into and account for future open space purchases. It does not impact taxation in any way.

Bart Smith, Vice President of the Newtown Forest Association explained that the agreement states residential development not commercial because there is a clause in the in the draft that regulation will be as of current regulation, which is residential. Even if that area zoning changes, this will be bound by current zoning.

S. Roussas moved to recommend the request for an appropriation of \$100,000 in the Open Space Land Acquisition Fund for the purchase of a development easement over 29.17 acres of open space owned by the Newtown Forest Association to be funded by in lieu of fees in the Open Space Land Acquisition Fund. M. Boland seconded, motion unanimously approved.

Acknowledgement of Auditor Engagement letter for fiscal year 2017-18 – B. Tait explained it is a typical auditor engagement letter and their fees are the same as last year and will be the same next year. This has been signed by the First Selectman and the Finance Director. They are also required to have it signed by the BOF Chairman. S. Roussas moved to approve the acknowledgement of the Auditor Engagement letter for fiscal year 2017-2018. M. Boland seconded, motion unanimously approved.

Review financial impact statement for a state funded body-worn recording equipment grant (Attachment D) – Chief Viadero explained that they applied and were granted a state funded grant for body-worn recording equipment. Not only are they going to get the body-worn but also servicers that are required.

S. Roussas moved to accept the state funded grant for the body-worn recording equipment and infrastructure. K. Alexander seconded, motion unanimously approved.

Voter Comments – None

Announcements – None

Having no further business, the meeting was adjourned at 8:08PM

Respectfully submitted,
Arlene Miles, Clerk

TOWN OF NEWTOWN
APPROPRIATION (BUDGET) TRANSFER REQUEST

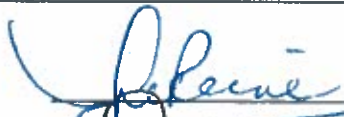



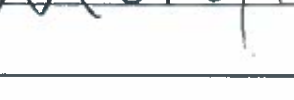

FISCAL YEAR	2017 - 2018	DEPARTMENT	Registrars	DATE	5/30/18
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	Account	Amount	
FROM:	1-101-24-570-5899-0000 CONTINGENCY	(9,500)	USE NEGATIVE AMOUNT ↓
TO:	1-101-11-180-5360-0000 PROFESSIONAL SERVICES - ELECTION	9,500	USE POSITIVE AMOUNT ↓

REASON:

Republican primary for First Selectman budgeted In contingency

AUTHORIZATION:

(1) DEPARTMENT HEAD		date: 5/30/18
(2) FINANCE DIRECTOR		5/30/18
(3) SELECTMAN		6-5-18
(4) BOARD OF SELECTMEN		6-5-18
(5) BOARD OF FINANCE		
(6) LEGISLATIVE COUNCIL		

AUTHORIZATION SIGN OFF

FIRST 335 DAYS >>>>WITH IN A DEPT.>>>>LESS THAN \$50,000>>>> (1), (2) & (3) SIGNS OFF; MORE THAN \$50,000>>>> (1), (2), (3) & (5)

AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6) >>>>LESS THAN \$200,000>>>>ALL EXCEPT (6), MORE THAN \$200,000>>>>ALL SIGN OFF

ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF

Attachment B

TOWN OF NEWTOWN APPROPRIATION (BUDGET) TRANSFER REQUEST

FISCAL YEAR	2017 - 2018	DEPARTMENT	Finance	DATE	6/1/18
FROM:	Account	Amount			
	1-101-11-140-5110-0000 SALARIES & WAGES - FULL TIME	(5,000)	USE NEGATIVE AMOUNT		
	1-101-11-350-5520-0000 INSURANCE, OTHER THAN EMPLOYEE BENEFIT	(5,000)			
	1-101-11-350-5800-0000 OTHER EXPENDITURES	(5,000)			
	1-101-12-300-5110-0000 SALARIES & WAGES - FULL TIME	(25,000)			
	1-101-12-300-5130-0000 SALARIES & WAGES - OVERTIME	(10,000)			
	1-101-12-310-5110-0000 SALARIES & WAGES - FULL TIME	(7,000)			
	1-101-13-500-5110-0000 SALARIES & WAGES - FULL TIME	(15,000)			
	1-101-13-500-5735-0000 ROAD IMPROVEMENTS	(178,000)			
	1-101-24-570-5899-0000 CONTINGENCY	(50,000)			
TO:	1-101-25-880-5870-0000 TRANSFER OUT - CAPITAL NON-RECURRING	300,000	USE POSITIVE AMOUNT		

REASON:

Transfer request to Transfer Out - Capital and Non-Recurring account (to be transferred to capital and non-recurring fund) is for storm clean up. This plus an emergency appropriation request to be initiated by the Legislative Council of \$700,000 will provide \$1,000,000 in funds for storm clean up costs. If eligible, a FEMA reimbursement program application will be submitted. Meanwhile funds must be made available now.

Amounts available in salary accounts due to employees out on worker's compensation or long term disability.

Road improvements amount was going to be expended in May/June. This amount will be replaced with FEMA reimbursement funds if eligible and approved (to be used for roads).

AUTHORIZATION:

date:

(1) DEPARTMENT HEAD

(2) FINANCE DIRECTOR

(3) SELECTMAN

(4) BOARD OF SELECTMEN

(5) BOARD OF FINANCE

(6) LEGISLATIVE COUNCIL

AUTHORIZATION SIGN OFF

FIRST 335 DAYS >>>>WITH IN A DEPT.>>>>LESS THAN \$50,000>>>> (1), (2) & (3) SIGNS OFF; MORE THAN \$50,000>>>> (1), (2), (3) & (5)

>>>>ONE DEPT TO ANOTHER>>>>LESS THAN \$200,000>>>>ALL EXCEPT (5); MORE THAN \$200,000>>>>ALL SIGN OFF

AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6) ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF

TOWN OF NEWTOWN
COST ESTIMATES FOR MAY 15, 2018 STORM

Emergency - Road opening, FEMA Category B

Includes Highway, Police, BOE Overtime

Highway, Park & Rec Equipment

Generators for Schools and Fire Departments

\$168,794

Debris Clean Up - FEMA Category A

Force Labor \$118,000

Force Equipment \$200,000

Contractors \$385,000

Wood Grinding \$80,000

\$783,000

FEMA Category C - Roadways

Repair Roadways damaged by up rooted trees

\$1,600

FEMA Category E - Public Buildings & Equipment

Repairs to Town buildings/structures

\$19,893

FEMA Category G - Parks

Cost to clean up parks

\$14,950

\$988,237

Contractors - Billed or issued PO's to date:

Newtown Arbor \$13,700

American Contracting \$20,000

Riccio Landscaping \$7,500

S. Kimball \$16,000

W. Kimball \$16,800

LRM \$31,000

Total \$105,000

Attachment C

Request for an appropriation of \$100,000 in the Open Space Land Acquisition Fund for the purchase of a development easement over 29.17 acres of open space owned by the Newtown Forest Association (to protect against future development) to be funded by in lieu fees in the Open Space Land Acquisition Fund.

**TOWN OF NEWTOWN
FINANCIAL IMPACT STATEMENT
(Per Town Charter 6-100)**

REQUESTING DEPARTMENT LAND USE

PROJECT: Development Easement Purchase - Cherry Grove Farm

PROPOSED SPECIAL APPROPRIATION AMOUNT: \$ 100,000.00

PROPOSED FUNDING:

BONDING	N/A
GRANT	N/A
CONTINGENCY	N/A
OTHER	\$ 100,000.00
	<u>\$ 100,000.00</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		0	
PROFESSIONAL SERVICES		0	
CONTRACTED SERVICES		0	
REPAIRS & MAINTENANCE		0	
UTILITIES		0	
OTHER		0	
DEBT SERVICE (1st year)		0	
TOTAL IMPACT ON EXPENDITURES		<u>\$ -</u>	

REVENUE CATEGORY:		POSITIVE IMPACT / (NEGATIVE IMPACT)	Attachment #
PROPERTY TAXES		0	
CHARGES FOR SERVICES (FEES)		0	
OTHER		0	
TOTAL IMPACT ON REVENUES		<u>\$ -</u>	

TOTAL FINANCIAL IMPACT ON OPERATING BUDGET \$ -

EQUIVALENT MILL RATE OF TOTAL IMPACT

(using current year's information)

0.0000 mills

COMMENTS:

Purchase of development easement over 29.17 Acres of open space owned by Newtown Forest Association to protect against future development.

PREPARED BY: George Benson DATE: 5/30/2018

TO: BOS

3 Primrose Street
Newtown, CT 06470
Tel. (203) 270-4276
Fax (203) 270-4278



George Benson
Director of Planning

TOWN OF NEWTOWN

Planning Department

Cherry Grove Farm Financial Impact Assessment

The Development Easement over the property located at Cherry Grove Farm consists of 12.904 acres of open space land dedicated by the Newtown Planning and Zoning Commission, (P&Z) to the Newtown Forest Association (NFA) and 16.3 acres of Development Easement land at a cost of \$100,000 = \$6,135/acre. In addition NFA is contributing \$500,000 = \$30,675/acre to purchase the 16.3 acres of property. The result will be the Town will have a Development Easement over 29.171 acres of land open to the public and protected from development, for \$100,000 with the Town having no future financial obligation for maintenance or management of the property.

DEVELOPMENT EASEMENT

DRAFT 6/31/18

KNOW ALL MEN BY THESE PRESENTS, that NEWTOWN FOREST ASSOCIATION ("NFA"), a Connecticut Not For Profit Corporation (hereinafter, together with its successors and assigns shall be referred to as the "Owner"), in consideration of One Hundred Thousand Dollars (\$100,000) and other good and valuable consideration received to their full satisfaction of the TOWN OF NEWTOWN, a Municipality organized and existing under the laws of the State of Connecticut (hereinafter referred to as the "Town") does hereby grant unto the said Town, its successors and assigns, the perpetual right and easement, as a "Development Easement," to preserve, protect and retain forever in its predominantly natural, scenic, forested and/or open space condition all those certain pieces, parcels and tracts of land more particularly delineated as "Development Easement Area" ("Development Easement"), on a map hereinafter referred to.

WHEREAS, the Owner represents to the Town that it is presently the Owner in fee simple of certain premises (hereinafter referred to as the "Property") shown and designated on a certain map entitled, "Property Survey and Lot Line Revision of Lots 1&2 prepared for GRC Construction, LLC & Newtown Forest Association, Beaver Dam, Platts Hill and Palestine Roads, Newtown, Connecticut. Prepared by Brautigam Land Surveyors, P.C. dated 4/11/18" recorded or to be recorded in the Newtown Town Clerk's office as Map Number 8391; and

WHEREAS, certain areas on said attached map are designated as "Development Easement".

BY THE DELIVERY AND ACCEPTANCE OF THIS GRANT the parties agree as between themselves, their heirs, successors and assigns, that said parties shall do or refrain from doing on or within the Development Easement the acts set forth:

1. That the Development Easement shall remain as an entity in single ownership. Owner agrees that this restriction shall be inserted in any subsequent deed or other legal instrument by which the Owner divests either the fee simple title or the possessory interest in the Development Easement.

2. Development Rights and Restrictions.
There shall be no Residential Dwelling allowed in the "Development Easement Area" and the "Development Easement Area" shall not be divided subdivided or developed, except as stipulated in this document. That the general topography or the landscape of the Development Easement shall be maintained in its present condition (subject to construction activities permitted in accordance with any appropriate approvals), and no topographic changes shall be made without the prior written approval of the Town.

Topographic changes shall include, without limitation, filling, excavating, removing topsoil, removing sand and gravel, removing rocks or minerals, building roads, or altering natural or existing watercourses or drainage. Provided however, Grantor may construct limited structures consistent with NFA agricultural, passive recreational and educational purposes.

3. The Owner grants to the Town, its agents and employees, the right to enter the Property at all reasonable times for the limited purpose of inspecting the Development Easement, and performing such work therein, consistent with the Provisions hereof, as the Town deems appropriate.

4. If after an inspection made pursuant to this Easement, the Town determines that the Owner has failed to comply with any terms of this Easement, then the Town shall give written notice of said failure to the Owner at such address as may from time to time be provided to the Town. The Owner shall have thirty (30) days from the receipt of such notice to cure said failure.

5. If the Owner does not cure said failure within such thirty (30) day period (or, in the case of failures that cannot practicably be cured within such thirty (30) day period, if the owner does not commence to cure said failures within such thirty (30) day period, and thereafter diligently pursue such cure), then the Town may proceed to cure the same and charge the actual costs thereof to the Owner, which costs the Owner agrees to pay within thirty (30) days after receiving notice of such costs from the Town.

6. The Owner shall reimburse the Town for legal fees and court costs if it becomes necessary for the Town to seek to collect any sums or to enforce any of the provisions of this Easement. The Town will reimburse the NFA for any costs it incurs related to asserted easement violations brought by or on behalf of the Town that are found to be alleged errors.

7. The rights and obligations established under this Easement shall in no way grant to the general public the right to enter the Property or the Development Easement for any purpose, except by foot to access the Developmental Easement utilizing the paths, trails and roadways located thereon.

8. The Owner hereby agrees and represents that this Easement shall be recorded on the Newtown Land Records.

9. The Parties agree not to contest the validity of this instrument.

10. The Owner agrees that nothing herein shall be construed to be a limitation upon the rights of the Town to assert and enforce any rights it may have under federal, state, or existing Town statute, ordinance or regulation as of June 2018.

11. The Owner, for itself, its successors and assigns, represents and covenants that it is well seized of the Property containing the Development Easement

as a good and indefeasible estate in fee simple, and it has good right to enter into this Easement in the manner and form as is above written, and that same is free from all encumbrances whatsoever, and it will obtain, at its sole cost and expense, any documents necessary to effectuate the terms and provisions of this Easement

12. The parties agree that this document may be executed by them in multiple counterparts and shall be enforceable if an original signature, duly witnessed and notarized, is obtained from each signatory.

This representation and all other representations made by the Owner herein are material representations upon which the Town is relying upon with regard to this Easement. The Owner does, by these presents, bind itself, its successors and assigns forever to WARRANT AND DEFEND the above-granted and bargained easement to the Town, its successors and assigns, against all claims and demands whatsoever.

The duties, obligations, benefits and burdens imposed in accordance with this Easement on the Owner shall bind the Owner, its successors and assigns from time to time, and shall run with the land in perpetuity.

Whenever the context of this instrument so requires, the singular number shall include the plural and the masculine gender shall include the feminine or be consistent with whatever type of entity said context so requires.

IN WITNESS WHEREOF, the said Owner has hereunto executed this Development Easement and set his hand and seal to said Easement this _____ day of _____, 2018.

Signed, Sealed and Delivered
in the presence of:

NEWTOWN FOREST ASSOCIATION

By: _____

STATE OF)
COUNTY OF) ss:
)

Personally appeared, _____, signer and sealer of the foregoing, who acknowledges the same to be his free act and deed and the free act and deed of said NFA.

Commissioner of Superior Court
Notary Public

Signed, Sealed and Delivered
in the presence of:

TOWN OF NEWTOWN

By: _____

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Personally appeared, _____, signer and sealer of the
foregoing, who acknowledges the same to be his free act and deed and the free act and
deed of said Town of Newtown.

Commissioner of Superior Court
Notary Public

Schedule "A"

Development easement area to be conveyed from Newtown Forest Association to the Town of Newtown in total 29.1714 acres more or less and being more particularly noted and depicted as lot 1 remainder (7.9428+/- acres), lot 2 remainder (8.3245+/- acres) and Newtown Forest Association Open Space (12.9041+/- acres) on map entitled "Property Survey and Lot Line Revision of Lots 1&2 prepared for GRC Construction, LLC & Newtown Forest Association, Beaver Dam, Platts Hill and Palestine Roads, Newtown, Connecticut. Prepared by Brautigam Land Surveyors, P.C. dated 4/11/18 and filed in the Newtown Town Clerk's office as number 8391.

Attachment D

TOWN OF NEWTOWN FINANCIAL IMPACT STATEMENT (Per Town Charter 6-35(b) & 7-25)

REQUESTING DEPARTMENT POLICE DEPARTMENT

PROJECT: STATE FUNDED BODY-WORN RECORDING EQUIPMENT GRANT PROGRAM

PROPOSED APPROPRIATION AMOUNT: \$ 69,434

PROPOSED FUNDING:

BONDING

GRANT

OTHER

\$ 69,434

\$ 69,434

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS			
PROFESSIONAL SERVICES			
CONTRACTED SERVICES			
REPAIRS & MAINTENANCE			
UTILITIES			
OTHER			
DEBT SERVICE (1st year)			
TOTAL IMPACT ON EXPENDITURES		\$ -	

REVENUE CATEGORY:		POSITIVE IMPACT / (NEGATIVE IMPACT)	Attachment #
PROPERTY TAXES			
CHARGES FOR SERVICES (FEES)			
OTHER			
TOTAL IMPACT ON REVENUES		\$ -	

TOTAL FINANCIAL IMPACT ON OPERATING BUDGET \$ -

EQUIVALENT MILL RATE OF TOTAL IMPACT

(using current year's information)

0.0000 mills

COMMENTS:

THERE IS NO FINANCIAL IMPACT REGARDING THIS GRANT. THE MILL RATE WILL NOT CHANGE AND TAXES WILL NOT INCREASE AS A RESULT.

GRANT WILL SUPPLY 42 BODY WORN CAMERAS WITH SUPPORTING EQUIPMENT. IT WILL ALSO SUPPLY IN-HOUSE DATA/VIDEO STORAGE EQUIPMENT.

PREPARED BY:

R. T. J.

DATE: 6/6/2018

TO: BOF, LC