

THE FOLLOWING MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECTMEN

The Board of Selectmen held a regular meeting Monday, April 1, 2019, in the Council Chamber, Newtown Municipal Center, 3 Primrose Street, Newtown. First Selectman Rosenthal called the meeting to order at 7:30p.m.

PRESENT: First Selectman Daniel C. Rosenthal, Selectman Maureen Crick Owen and Selectman Jeff Capeci.

ALSO PRESENT: Finance Director Robert Tait, Community Center Director Matt Ariniello, Community Center Committee Chairman Kinga Walsh, Nancy Doniger, one member of the public and two members of the press.

RECOGNITION: First Selectman Rosenthal recognized Bob Mulholland for his volunteer service to the Town. Mr. Mulholland began as a member of the Public Building & Site Commission and continued volunteering his time as a member of the Planning and Zoning Commission. In total Mr. Mulholland served the Town for fifteen years. The community is powered by volunteers and what makes Newtown great. First Selectman Rosenthal, Selectman Crick Owen and Selectman Capeci thanked Mr. Mulholland and offered congratulations.

VOTER COMMENTS: none.

ACCEPTANCE OF THE MINUTES: Selectman Crick Owen moved to accept the minutes of the regular meeting of 03/18/19. Selectman Capeci seconded. All in favor.

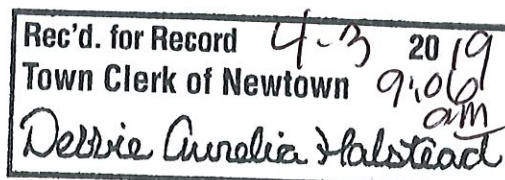
COMMUNICATIONS: First Selectman Rosenthal stated a letter was received by a resident relative to development; specifically the Hawleyville area. G. Benson will supply information from the 2014 Plan of Conservation and Development to the selectmen. WestCOG is working on finalizing their long term transportation plan. Land Use staff will review this. Friends of Newtown Seniors attended information sessions.

FINANCE DIRECTORS REPORT: none.

NEW BUSINESS

Discussion and possible action:

- 1. Community Center Planning/Programming Update:** M. Ariniello, K. Walsh and N. Doniger presented an update on programming and planning of the Community Center (att.). To run a center with pools and significant dry space there has to be a revenue generating option. Membership costs are comparable, with value add of two pools, multipurpose space, dry space and an art studio. Members of the senior center will be allowed to attend evening programs so as not to duplicate programs. Salaries and wages line item covers the Community Center Director, the Program Coordinator, the Aquatics Director and the Facilities Manager. The Program Coordinator is shared with the Senior Center, the Aquatics Director is shared with Parks & Recreation and the Facilities Director will be shared with the Senior Center and the Municipal Center. The community café will be staffed by the Newtown High School Transition Program, which is for special needs high school students 18-21 years old who have succeeded in all requirements to graduate high school. The objective is give the students life and vocational skills. A \$15,000 grant will allow this business to start up. K. Walsh and N. Doniger praised M. Ariniello for coming up this idea and presenting it to the committee. This speaks to community. The Community Center is expected to open in early July. To date just under \$50,000 in grants have been received. Memberships will be available June 1. There will be a small event in the summer and a larger event in the fall for the opening of the center.
- 2. Set time and date of Referendum:** Selectman Crick Owen moved to call a referendum to be held on April 23, 2019, between the hours of 6:00am and 8:00pm (E.T) for the purpose of a vote by the electors and qualified voters of the Town with regards to \$1,000,000 Roads, \$290,000 Pickleball Courts,



Board of Selectmen
April 1, 2019

\$783,200 Haley Boiler and \$2,702,000 Newtown High School Boilers. (att.). Selectman Capeci seconded. All in favor.

3. **Transfer:** Selectman Crick Owen moved the \$50,000 transfer from Contingency to Professional Services – Legal (att.). Selectman Capeci seconded. All in favor.
4. **Appointments/Reappointments/Vacancies/Openings:** Selectman Crick Owen moved to move Harold Brennan (R) from an alternate member to a full board member of the Public Building & Site Commission for a term to expire 01/06/21. Selectman Capeci seconded. All in favor. Selectman Capeci moved to appoint Kevin Byrne (R) to the Community Center Committee. Selectman Crick Owen seconded. All in favor. First Selectmen Rosenthal noted there is an alternate vacancy on Public Building & Site available to a Republican or unaffiliated voter.
5. **Driveway Bond Release/Extension:** Selectman Crick Owen moved to release the driveway bond extension for Grassy Hill Builders, 20 Ox Hill Rd. M13, B6, L21.2 in the amount of \$1,000. Selectman Capeci seconded. All in favor.
6. **Tax Refunds:** Selectman Crick Owen moved the March 4, 2018/19 Refund #15 in the amount of \$702.12. Selectman Capeci seconded. All in favor.

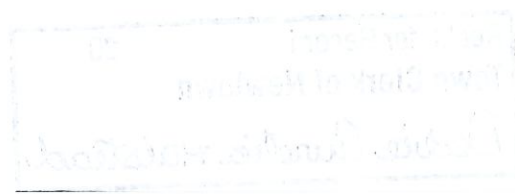
VOTER COMMENTS: none.

ANNOUNCEMENTS: The board discussed tour dates for the Community Center as well as follow up on various communication items.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting adjourned at 8:28p.m.

Att: Newtown Community Center presentation, April 1, 2019; Set time/date referendum; transfer

Respectfully submitted,
Sue Marcinek, Clerk





Newtown
COMMUNITY CENTER

Newtown Community Center Committee

Proposed 2019-20 Revenue & Expenses

April 1, 2019

Goal

- Gain BOS approval of proposed:
 - Membership fee structure
 - Programming rationale
 - Space rental fee structure
 - Operating Budget
 - Projected Revenue
- Outline how the GE Operating Funds grant will be utilized

GE Operating Grant

- Per the GE Agreement, section 1 “Donor Commitment”:
 - “\$5,000,000 from the Donation [\$15,000,000 - \$10million construction and \$5million operating] are to be paid to Newtown in \$1,000,000 annual increments to be used for the operational expenses of the Newtown Community Center.”
 - See appendix for copy of full agreement.
- Offered Newtown and its residents an operational cost support mechanism.
 - GE Management anticipated the high costs to run such a center.
- Allowed Newtown ability to determine what business model was best for its residents.

Fee Based Decision

- 2015-16 NCCC's Final February 2016 BoS Recommended:
 - Revenue neutral scenario
 - Determined through feedback from multiple, resident outreach efforts
 - Preferred versus mandating immediate tax impact to all residents
 - NCCC financial analysis/projections supported need to generate revenue to minimize impact to residents
 - Spread out GE Operating annual grant over multiple years
 - Use to supplement possible revenue shortfalls in start-up/early years
 - Portion used for scholarships to help residents and/or offset resident programs' costs
 - Amortize remainder (and receive interest revenue on balance) for as many years as possible
 - E.g., If use \$500K per year, spreads out funding over 10+ years
 - Keep membership, space usage and programming costs as low as possible while meeting revenue neutral goal
- SFA 2016 study supported fees
 - Projected annual expenses \$1.2million - \$1.3million
 - Projected revenue with fees \$950K - \$1.3million
 - Projections for center with 50 meter pool
- Without revenue, the GE Operating Grant would likely be used up within first 5 years
 - Potential immediate impact to residents' taxes thereafter

Proposed Revenue and Costs

ASSUMPTIONS AND SUPPORT DETAILS

April 2019

NCCC Proposed 2019-20 Revenue &
Expenses

Proposed Revenue and Costs

Membership:

- Assumptions
 - Open to all Newtown residents and area non-residents (higher rate for non-residents)
 - Researched and reviewed comparable area centers' rates
 - Ensure multiple tiers across all demographics groups
 - Offer “free” value-add opportunities to membership
 - Excludes potential discounts at this time

Proposed Revenue and Costs con't.:

Membership Inclusions

- Unlimited access during open-swim to 6 Lane Lap Pool, Recreational Pool with Spray Bay
- Free Member Value-added Programs, Events and child care
- Discounted Programs
- Discounted Space Rentals including birthday parties
- Free Guest Passes
- Open Art/Toddler Play
- Café Bucks
- Discounts to veterans, town employees, teachers to name a few



Proposed Revenue and Costs con't.:

Membership Costs

Membership Categories		Full Membership	
		Resident Rate	Non-resident Rate
Youth/Teen	Monthly	\$18.00	\$20.00
	Annual	\$216.00	\$240.00
Adult	Monthly	\$31.00	\$34.00
	Annual	\$372.00	\$396.00
Single Parent Family	Monthly	\$34.00	\$37.00
	Annual	\$408.00	\$444.00
Family	Monthly	\$41.00	\$44.00
	Annual	\$492.00	\$528.00
Senior	Monthly	\$18.00	\$20.00
	Annual	\$216.00	\$240.00
Senior Couple	Monthly	\$32.00	\$34.00
	Annual	\$384.00	\$408.00
Day Passes		\$8.00	\$10.00
All Access Pass			
(Community Center, Eichlers, Treadwell)			



Comparable facility costs

YMCA

Memberships	Rates
Family	\$89.00
Adult	\$70.00
Senior Citizen	\$59.00
Teen/ Youth	37.00

Ridgefield CC

Memberships	Rates
Family	\$85.00
Adult	\$56.00
Senior Citizen	\$50.00
Teen/ Youth	\$40.00

Other facilities reviewed include: Shelton CC, Mansfield CC and Glastonbury CC

Membership Revenue Projections



Newtown
COMMUNITY CENTER

Programming Assumptions:

- Paid programming options
 - Scheduled throughout the day such as, but not limited to, swim lessons, art classes, health/wellness classes and lectures, middle school mania and teen events, etc.
- “Free to members” value-add programming options
 - To be offered throughout the day to serve many demographics
 - Accounting for SC programming schedule
 - Non-members (resident and non-resident) would have the option to pay a small fee to participate
- Town-wide resident (member OR non-member) “free” events
 - E.g., “Welcome Week”, “Free Fridays”, Open House

Proposed Revenue and Costs con't.:

Rental Assumptions:

- Minimal usage for each room
- Cost is per hour per room
- Conference room is **free** to all Newtown organizations to use
 - Priority to families of loss or their foundations/organizations
- Collaboration with ETH
 - Complementary facilities within the same price range

Proposed Revenue and Costs con't.:



Space	Member / Non-Profit *Hourly rates	Member/Non-Profit *Hourly rates		Non Member	
	Weekday (M-F)	Weekend (Sat/Sun)	Weekday	Weekend	
Art Studio	\$30	\$40	\$33	\$44	
Health/Wellness	\$40	\$50	\$44	\$55	
Multi-purpose 1 (With Kitchen)	\$75	\$85	\$85	\$95	
MP2	\$75	\$85	\$85	\$95	
MP3	\$85	\$95	\$100	\$110	
Activity Room A	\$30	\$35	\$40	\$40	
Activity Room B	\$30	\$35	\$40	\$40	
Multi-purpose 1,2,3	\$125	\$140	\$150	\$165	



Newtown
COMMUNITY CENTER

Proposed Revenue and Costs con't.:

Rental Revenue Projection

	Year 1 ANNUAL Space Rental Resident		Year 1 ANNUAL Space Rental Non-Resident	
	Weekday	Weekend	Weekday	Weekend
Art Studio	\$1,500	\$1,000	\$165	\$132
Health/Wellness	\$1,400	\$850	\$176	\$110
Multi-purpose 1 (w/Kit)	\$1,875	\$1,105	\$255	\$95
MP2	\$3,750	\$2,975	\$680	\$380
MP3	\$4,250	\$3,325	\$800	\$440
Activity Room A	\$750	\$420	\$120	\$40
Activity Room B	\$750	\$420	\$120	\$40
Multi-Purpose 1,2,3	\$18,750	\$7,000	\$1,500	\$1,650
Total:	\$33,025	\$17,095	\$3,816	\$2,887

Total # of hours used:

Residents = 410 Weekday Hours and 199 Weekend hours

Non-residents = utilized a minimum 44 hours for weekday and 28 for weekend.

As visibility grows, this number expected to increase.

Proposed Revenue and Costs con't.:

Operating Budget Assumptions:

- Costs determined through discussions with
 - Town's Finance and Public Works departments
 - Local area centers, architecture firm's estimators
- Funding for the member-value-add as well as Town wide "free" events from
 - Revenue fees
 - Grants
 - Future donations
 - GE Operating Grant

Proposed Revenue and Costs con't.:

Expenses:

1-122-16-560-5110-0000	SALARIES & WAGES- FULL TIME	176,000	CC Director, Program Coordinator, Aquatics Director, Facilities Manager
1-122-16-560-5115-0000	SALARIES & WAGES - PART TIME		Lifeguards, Front Desk, Admin staff, Swim Lessons, Water Instructors etc.,
1-122-16-560-5117-0000	SALARIES & WAGES - SEASONAL	286,000	Child Care Staff, part time weekend maintainer
1-122-16-560-5210-0000	GROUP INSURANCE	-	
1-122-16-560-5220-0000	SOCIAL SECURITY CONTRIBUTIONS	65,628	
1-122-16-560-5230-0000	RETIREMENT CONTRIBUTIONS	35,343	auto (do not enter)
1-122-16-560-5301-0000	FEEES & PROFESSIONAL SERVICES	15,000	Member Value Added Classes and non-hourly Instructors
1-122-16-560-5330-0000	MARKETING	30,000	Marketing ads, Social Media Ads, Promo materials, mailings
1-122-16-560-5411-0000	WATER / SEWERAGE	15,000	Estimation from Sewer and Water Authority
		20,000	Repairs, Pumping services, Weather related maintenance, Window cleaning etc.
1-122-16-560-5430-0000	REPAIR & MAINTENANCE SERVICES	25,000	
1-122-16-560-5505-0000	CONTRACTIAL SERVICES	33,000	Warantees, Housekeeping Contracts
1-122-16-560-5580-0000	DUES, TRAVEL, EDUCATION & TRAININGS	6,500	Membership Costs, Trainings, certifications and permits
1-122-16-560-5614-0000	POOLSUPPLIES	15,000	CO2, Chlorine, First Aid, AED Supplies, Skimmer, Vacuum filters etc.
1-122-16-560-5610-0000	GENERAL SUPPLIES	18,000	Housekeeping Supplies, uniforms, General building supplies
1-122-16-560-5611-0000	OFFICE SUPPLIES	6,500	Key fobs, Regular office supplies, Printing costs
1-122-16-560-5630-0000	COMMUNITY CAFÉ		
1-122-16-560-5612-0000	PROGRAM SUPPLIES	20,000	Removed from Construction Budget
1-122-16-560-5621-0000	NATURAL GAS/ELECTRIC	90,000	Estimation from Energy Co.
1-122-16-560-5617-0000	COMMUNITY EVENTS	4,000	Police costs, Special Events, Booth costs
1-122-16-560-5746-0000	EQUIPMENT	13,000	Copier, Technology, Software, website costs
1-122-16-560-5749-0000	CAPITAL	-	
1-122-16-560-5800-0000	OTHER FIRST YEAR EXPENDITURES	15,000	Signage, Storage shelves etc.
		<u>888,971</u>	

Proposed Revenue and Costs con't.:

Revenue Assumptions:

- Membership sign-up rate based on approx. percentage of Newtown households (28K base)
- Programming revenue TBD
 - Impacted by instructor costs, area of building, etc.
 - Newly-hired Programming Coordinator and Aquatics Director developing estimates
- Space rental sign-up based on minimal usage hours per week
- Excludes:
 - Scholarships and grants
 - Working with Social Services to develop resident criteria
 - To date, grants received ≤\$50K
 - "Friends of Newtown Community Center" 501c3 being finalized

Revenue and Expenses

	Year 1 @1% resident signup	Year 2 @3% resident signup	Year 3 @6% resident signup
Total Membership (excludes discounts) and Rental + TBD Programming REVENUE:	\$210,042 + Programming	\$428,886 + Programming	\$787,602 + Programming
Total Operating Budget/Expenses:	\$888,971 projected (Est. 55K in Non-reoccurring Costs)	\$888,971 projected	\$888,971 projected
Net loss/gain:	(\$678,929) less programming revenue	(\$460,085) less programming revenue	(\$101,369) less programming revenue
Grants & Fundraising	TBD	TBD	TBD
Total GE Operating Grant*:	\$1,000,000	\$1,000,000	\$1,000,000
Balance GE Operating Grant saved/amortized**:	Approx. \$321,071 plus programming revenue less scholarships	Approx. \$539,915 plus programming revenue less scholarships	Approx. \$898,631 plus programming revenue less scholarships

** Fund usage for building enhancements and/or maintenance also TBD



Project Update

- Construction Updates
 - Building currently
- Opening Timeline
 - SDC is June 26th, looking to open early July
- Community Café
 - Partnership with Newtown Public Schools Transitions Program
- Staffing Update
 - Aquatics Director- Kristin Rebelo, Program Coordinator- Jennifer Cebry
 - Memberships- June 1st
- Temporary Website
 - www.newtowncommunitycenter.org
- Marketing Plan
 - Final stages of completion
- Grant Update
 - Private Donors
 - VNA
 - NSHCF
 - Melissa and Doug

APPENDIX

Appendix pages 18-24:

COPIES OF PAGES FROM FEB 2016 NCC PRESENTATION TO BOS

Key Feedback

- Provide opportunities for residents to heal
- Create a vibrant and inclusive multi-generational hub
- Focus on a “Core” Center of ~18,000sf
- Give Newtown residents “priority access” over non-residents
- Design large common areas with free access to residents
- Offer competitive programming fees (sliding scales to those with financial needs)
- Hire an outside seasoned director focused on long term viability (financial/programs)
- Build an energy efficient center capable of serving as an emergency shelter
- Consider pools and/or ice arena as part of the “core center”
 - Features serve as “income engines” to offset operating costs
 - Pool satisfies larger demographic needs
- Provide multi-purpose space for multiple town groups who expressed need

Final Proposal

A Core Community Center with Indoor Pools

- Main building/"hub" of ~18,000 sf to include:
 - Large entry/common area
 - Modular/multi-purpose rooms
 - A large "great room" for events, arts, and gatherings
- Dedicated space for the Legacy Foundations
- 50 meter, 8 lane pool with one bulkhead
- Zero-entry activity pool
- Standard features: storage, locker rooms, family restrooms, spectator seating

Per Newtown Recovery & Resiliency Team:
"Many people heal in different ways, but most heal when they are together with others".

The Commission's vision is a true hub for coming together based on a broad range of interests.

See slide 31-32 for additional recommendations and observations

Project Cost Estimates

Diversified Project Management Company

Town of Newtown, CT
Newtown Community Center
Construction Estimate
 February 13, 2016

Community Center, 50 Meter Pool

	Square Footage	Cost per SF		Construction Estimate	Furniture Fixtures and Equipment	Project Costs
Community Center						
Aquatic Center - 50 Meter Pool & Activity Pool	16,500 sf @	\$215 /sf =		\$3,547,500	\$300,000	
	32,000 sf @	\$250 /sf =		\$8,000,000	\$100,000	
Parking Area – 250 Vehicles				\$562,500		
Site Development Costs				\$461,900		
Subtotals				\$12,571,900	\$400,000	\$12,971,900
Owners Consultants & Fees						\$1,297,190
Project Contingency at 5%						\$713,455
Total Cost Estimate						\$14,982,545

April 2019

NCCC Proposed 2019-20 Revenue & Expenses

Financial Projections

Community Center Stand alone building			
	Year 1	Year 2	Year 3
Revenue*	666,908	795,415	809,429
Expense	992,792	1,012,048	1,031,689
Net Gain / (Loss)	(325,884)	(216,633)	(222,260)
Aquatic Center "Dry" and pool space			
	Year 1	Year 2	Year 3
Revenue* Membership and programming	807,395	984,321	1,039,897
Expense	905,908	918,476	931,281
Net Gain / (Loss)	(98,513)	65,845	108,616
Expense Synergies	100,000	100,000	100,000
Total Net Gain / (Loss)	(324,397)	(50,788)	(13,644)
GE Operating Funds Used	324,397	50,788	13,644
Total	-	-	-
GE Operating Funds Received	1,000,000	1,000,000	1,000,000
GE Operating Funds Remaining**	675,604	1,624,816	2,611,171

* Note: No grants or fundraising was included in revenues

** Additional \$2M in operating funds to be received from GE over Years 4 & 5

April 2019

NCCC Proposed 2019-20 Revenue & Expenses

15 Newtown Community Center Commission – FINAL REPORT Feb 2016

Our Vision:

- The Newtown Community Center Commission believes a Center should:
 - Act as a vibrant, multi-generational hub for all Newtown residents
 - Promote health and healing
 - Have a reasonable model of self-sustainability
 - Provide educational, recreational, artistic & creative opportunities
 - Engage the community
 - Encourage social interaction
 - Build self-esteem
 - Showcase talent
 - As of 1/28/16, leverage the current Town CIP line item of \$5M to supplement the GE donation of \$10M – and their \$5M over 5 years to operate the Center

Critical Observations

- Include program offerings that address current and future healing needs
- Main gathering area of center will be open and free to public
- Fees/memberships will be charged for programming and use of specialized areas
- Imperative to leverage vast feedback from survey to design programs
- Multi-purpose space is only limited by community's imagination
- Continuously pursue donations and grants to further support NCC
- Buying or creating partnership with NYA was not explored
- Project Cost estimates include many costs the Commission has been made aware of but not necessarily all (e.g., traffic or utility study)
 - Additional costs to come out of Town's current CIP NOT GE donation and are above construction such as (but not limited to):
 - Site preparation work (estimates are \$500K–\$1M)
 - Parking (initial estimates stated as \$500–\$750K)
- Canaan Hall under demolition. Adjacent Plymouth Hall currently being investigated by Town for possible office space/arts usage; that land is not currently available

INITIAL ESTIMATES:

Aquatic Center Financials

Note: Aquatic component was a 50 meter pool

DRAFT BUDGET

Hours of Operation: Mon - Fri 6am to 10pm
Sat 6am to 8pm / Sun 7am to 6pm

(105 hrs per wk

AQUATIC CENTER		
(I)	(II)	(III)

ESTIMATED BUDGET FIRST YEAR	ESTIMATED BUDGET SECOND YEAR	ESTIMATED BUDGET THIRD YEAR
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EXPENSES

FULL TIME SALARIES & WAGES

\$246,450.00 \$250,762.88 \$255,151.23

PART TIME SALARIES & WAGES

\$235,900.00 \$235,900.00 \$235,900.00

OTHER EMPLOYEE COSTS

\$86,257.50 \$87,767.01 \$89,302.93

OTHER EXPENDITURES

\$14,000.00 \$14,280.00 \$14,565.60

BUILDING

\$323,300.00 \$329,766.00 \$336,361.32

EXPENSES TOTAL

\$905,907.50 \$918,475.88 \$931,281.07

REVENUE

MEMBERSHIPS

\$320,100.00 \$352,110.00 \$369,715.50

OTHER

\$21,900.00 \$24,090.00 \$25,294.50

PROGRAMS

\$349,770.00 \$480,933.75 \$504,980.44

EVENTS

\$115,625.00 \$127,187.50 \$139,906.25

REVENUE TOTAL

\$807,395.00 \$984,321.25 \$1,039,896.69

EXPENSE

-\$905,907.50 -\$918,475.88 -\$931,281.07

REVENUE

\$807,395.00 \$984,321.25 \$1,039,896.69

GRAND TOTAL

(98,512.50) 65,845.37 108,615.61

April 2019

NCCC Proposed 2019-20 Revenue & Expenses

Note: Aquatic component was a 50 meter pool.



Total Revenue & Expenses

Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Membership and Daily Attendance	\$158,910	\$163,677	\$193,388	\$199,190	\$231,477
Aquatics	\$376,750	\$417,488	\$501,448	\$544,327	\$617,301
Art and Arts & Crafts	\$5,040	\$5,544	\$5,821	\$6,112	\$6,418
Camp, Childcare, and School-Age	\$91,200	\$100,320	\$115,685	\$121,469	\$133,818
Cooking	\$5,160	\$5,580	\$5,811	\$6,054	\$6,308
Dance	\$1,880	\$2,068	\$2,171	\$2,280	\$2,394
Education	\$2,900	\$3,190	\$3,350	\$3,517	\$3,693
Wellness	\$43,200	\$47,520	\$54,886	\$57,630	\$63,937
Marital Arts	\$2,840	\$3,124	\$3,280	\$3,444	\$3,616
Performing Arts	\$4,950	\$5,409	\$5,661	\$5,927	\$6,205
Climbing	\$63,510	\$69,861	\$80,689	\$84,724	\$93,408
Special Events	\$21,250	\$23,375	\$26,998	\$28,348	\$31,254
Sports and Recreation	\$36,250	\$43,115	\$53,362	\$59,396	\$64,652
Facility Rentals	\$38,400	\$58,400	\$64,240	\$64,240	\$67,452
Concessions and Vending	\$33,907	\$35,602	\$37,382	\$39,251	\$41,214
Total Revenue	\$906,147	\$984,273	\$1,154,173	\$1,225,908	\$1,372,746
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Membership and Daily Attendance	\$1,344	\$1,384	\$1,446	\$1,489	\$1,555
Aquatics	\$215,070	\$237,688	\$284,172	\$308,115	\$348,442
Art and Arts & Crafts	\$0	\$0	\$0	\$0	\$0
Camp, Childcare, and School-Age	\$58,240	\$64,064	\$73,994	\$77,694	\$85,657
Cooking	\$0	\$0	\$0	\$0	\$0
Dance	\$0	\$0	\$0	\$0	\$0
Education	\$0	\$0	\$0	\$0	\$0
Wellness	\$25,920	\$28,512	\$32,931	\$34,578	\$38,122
Marital Arts	\$0	\$0	\$0	\$0	\$0
Performing Arts	\$0	\$0	\$0	\$0	\$0
Climbing	\$29,449	\$32,394	\$37,415	\$39,286	\$43,313
Special Events	\$11,738	\$12,911	\$14,912	\$15,658	\$17,263
Sports and Recreation	\$12,688	\$15,090	\$18,677	\$20,789	\$22,628
Facility Rentals	\$2,920	\$3,212	\$3,212	\$3,212	\$3,373
Concessions and Vending	\$25,430	\$26,701	\$28,037	\$29,438	\$30,910
Total Cost of Goods Sold	\$382,798	\$421,665	\$494,796	\$530,259	\$591,263
Gross Margin	\$523,348	\$562,608	\$659,377	\$695,649	\$781,483
<i>% of Revenue</i>	<i>58%</i>	<i>57%</i>	<i>57%</i>	<i>57%</i>	<i>57%</i>
Facility Expenses	\$267,122	\$273,800	\$280,645	\$287,661	\$294,853
Operating Expense	\$171,684	\$138,499	\$145,932	\$149,864	\$156,533
Mgmt., Lifeguards, and Admin. Payroll	\$509,320	\$526,108	\$543,477	\$561,450	\$580,047
Payroll Taxes/Benefits/Bonus	\$178,912	\$186,719	\$196,487	\$203,804	\$212,843
Total Operating Expenses	\$1,127,039	\$1,125,125	\$1,166,542	\$1,202,779	\$1,244,276
EBITDA	(\$603,690)	(\$562,518)	(\$507,165)	(\$507,130)	(\$462,794)
Capital Replacement Fund	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Total Net Income	(\$678,690)	(\$637,518)	(\$582,165)	(\$582,130)	(\$537,794)
Annual Net Income Sensitivity Analysis					
Percent of Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
100%	(\$626,355)	(\$581,257)	(\$516,227)	(\$512,565)	(\$459,645)
90%	(\$731,025)	(\$693,778)	(\$648,103)	(\$651,695)	(\$615,942)
80%	(\$783,560)	(\$750,059)	(\$714,040)	(\$721,260)	(\$694,090)
70%	(\$835,695)	(\$806,300)	(\$779,978)	(\$790,825)	(\$772,238)
60%	(\$888,030)	(\$862,561)	(\$845,916)	(\$860,390)	(\$850,387)

Pg. 6 of SFA study dated September 2016.



DONOR AGREEMENT

This donor agreement (this "Agreement") is made on November 1, 2014 between GENERAL ELECTRIC COMPANY, with an address at 3135 Easton Turnpike, Fairfield, CT 06828 (hereinafter known as the "Donor") and the TOWN OF NEWTOWN, CONNECTICUT, with a principal office at Newtown Municipal Center, 3 Primrose Street, Newtown, CT 06470 (hereinafter known as "Newtown"), collectively known as the "Parties".

The Donor and Newtown agree as follows:

I. DONOR COMMITMENT

The Donor hereby agrees to pay to Newtown the sum of Fifteen Million US Dollars (\$15,000,000) (the "Donation"). \$10,000,000 from the Donation are for the design and construction of a stand-alone facility (hereinafter known as the "Newtown Community Center") to serve community needs. \$5,000,000 from the Donation are to be paid to Newtown in \$1,000,000 annual increments to be used for the operational expenses of the Newtown Community Center. Newtown acknowledges that the Newtown Community Center is in its annually approved Capital Improvement Plan "CIP" and that an appropriation of \$450,000 has been approved for the design and preconstruction of the Newtown Community Center. Newtown further acknowledges that a feasibility study will determine if the Newtown Community Center can be built on the Fairfield Hill Campus where the Newtown Municipal Center resides.

II. DONOR PURPOSE

Subject to Section V below, the Donor intends that the donation and any earning thereon will be used solely to design, build and operate the Newtown Community Center. It is contemplated that the Newtown Community Center will be approximately 35,000 square feet with dedicated spaces for seniors, community organizations, and two pools for community use to be owned by Newtown.

III. PAYMENT

- a. It is further understood and agreed that the donation will be paid according to the following schedule:

Use of Payment	Amount	Date
2014 Preconstruction Design (1 st payment)	\$450,000.00	On or before December 31, 2014
2015 Design and Construction (2 nd payment)	\$2,500,000.00	On or before June 30, 2015
2015 Design and Construction (3 rd)	\$2,500,000.00	On or before December 31,

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payment)	2015	2016
2016 Construction (4 th payment)	\$2,275,000.00	On or before June 30, 2016
2016 Construction (5 th payment)	\$2,275,000.00	On or before December 31, 2016
2017 Operational Expenses (6 th payment)	\$1,000,000.00	On or before December 31, 2017
2018 Operational Expenses (7 th payment)	\$1,000,000.00	On or before December 31, 2018
2019 Operational Expenses (8 th payment)	\$1,000,000.00	On or before December 31, 2019
2020 Operational Expenses (9 th payment)	\$1,000,000.00	On or before December 31, 2020
2021 Operational Expenses (10 th payment)	\$1,000,000.00	On or before December 31, 2021

- b. The payment will be made in cash or readily marketable securities. The Donation will be made to the Town of Newtown, designated for the Newtown Community Center Capital Project Fund (for the Preconstruction Design and Design and Construction portion of the Newtown Community Center) and the Community Center Special Revenue Fund (for the funding of Operational Expenses for the Newtown Community Center).
- c. Notwithstanding the above, the Design and Construction 2nd payment will be paid by the later of 30 days after the Newtown Community Center appropriation is approved by the Town at referendum or June 30, 2015. For the avoidance of doubt, the 2nd and subsequent payments will not be made unless and until special appropriation is approved by the Town at referendum.
- d. The Donor requires an annual performance report. This report should include performance against project milestones, the Newtown Community Center completion timeline, which is attached hereto as Schedule A, and, with respect to operations costs, confirmation of costs incurred and budgeted. Future payments will be contingent upon satisfactory review of that status report. Upon a satisfactory review of the report, Newtown will receive payments as per the schedule set forth in Section III(a) above.

IV. INTENT

- a. Subject to Section III(c) above and the representations and warranties contained in Section VI below, it is the agreement of the Parties and the intention and wish of the Donor that this donation and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity, including without limitation against the Donor, its successors and assigns.
- b. The Donor acknowledges that Newtown is relying on and shall continue to rely on the Donor's donation being fully satisfied as set forth herein subject to Section

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III(c) above and the representations and warranties contained in Section VI below.

V. FUTURE CHANGES AND CIRCUMSTANCES

If, at some point in the future, either prior to or following final payment on or before December 31, 2021, in the discretion of Newtown, all or a part of this donation cannot be usefully or practically applied to the above purposes or if the purpose cannot be achieved because of a future change in law or unforeseeable circumstances or because the special appropriation referred to in Article VI(c) below is not approved, the donation may be used for any related purpose which, after consultation with the Donor, will most nearly accomplish the Donor's wishes.

VI. REPRESENTATIONS

Each party represents and warrants to the other party as follows:

(a) such party has the full right, power and authority to make, deliver and perform this Agreement and, if such party is a corporation, it has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Agreement;

(b) this Agreement constitutes a legal, valid and binding obligation of such party; provided, however that notwithstanding the above, the Newtown Charter requires a special appropriation be approved prior to the commencement of construction of the building contemplated hereby. Said approval has not yet been obtained.

(c) in Newtown's case,

(i) it is a town in the State of Connecticut operating under the Charter of the Town of Newtown with perpetual succession that holds and exercises all powers and privileges conferred upon towns under the General Statutes of the State of Connecticut.

(ii) In carrying out its responsibilities under the Agreement, Newtown shall not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (x) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (y) any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action by the customer in any commercial transaction or in any governmental matter.

(iii) In the event the Donor has reason to believe that a breach of any of the representations and warranties in the Agreement has occurred or will occur, the Donor may withhold further payments until such time as it has received confirmation to its satisfaction that no breach has or will occur. The Donor shall

not be liable to Newtown for any claim, losses or damages whatsoever related to its decision to withhold payments under this provision.

(iv) In the event the Donor has reason to believe that a breach of any of the representations and warranties in the Agreement has occurred or will occur, the Donor shall have the right to audit Newtown in order to satisfy itself that no breach has occurred. Upon request by Newtown, the Donor shall select an independent third party to conduct an audit in order to certify to the Donor that no breach has or will occur. Newtown shall fully cooperate in any audit conducted by or on behalf of the Donor.

(v) Newtown agrees to indemnify, defend, release and hold the Donor, its affiliates and their respective directors, officers, employees, representatives, agents, successors and assigns, and all other persons and entities acting on behalf of or under the control of the Donor, harmless from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the Newtown Community Center.

(vi) In the event of a breach of any of the representations and warranties in the Agreement, the Agreement may automatically be canceled by the Donor upon receipt by Newtown of written notice of cancellation, and any claims for payment by Newtown shall be surrendered. Newtown shall further indemnify and hold the Donor harmless against any and all claims, losses or damages arising from or related to such breach or the Donor's cancellation of the Agreement, or both.

(vii) In no event shall the Donor be obligated under this Agreement to take any action or omit to take any action that the Donor believes, in good faith, would cause it to be in violation of any U.S. federal, state, municipal or local rules, regulations or laws.

(viii) Newtown will not provide any meals, donations, gratuities, entertainment or travel to any government official or employee of a government or of an agency or instrumentality of a government or political party in violation of any applicable rules, regulations or laws.

(ix) The Donor shall have the right to audit Newtown's compliance with the GE Improper Payments Policy and applicable laws and regulations.

(x) Newtown confirms for its own part that as a result of the Donor's donation, GE will not be precluded by any applicable federal, state or city law, rule or regulation from qualifying for and pursuing opportunities, submitting bids, or being awarded business opportunities that may arise out of its donation.

VII. AMENDMENT

By mutual consent of Newtown and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such amendments, modifications or

deletions shall be recorded in written addenda signed by the Parties, which shall form part of this Agreement.

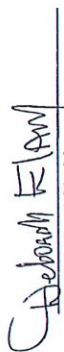
VIII. MISCELLANEOUS

- a. This Agreement contains the entire understanding of the Parties with respect to the subject matter of the Agreement and is subject to the laws of Connecticut. This Agreement also supersedes all other agreements and understandings both oral and written between the Parties relating to the subject matter in this Agreement. No party may assign its rights or obligations under this Agreement without the consent of the other party.
- b. Any notice given under this Agreement must be in writing and will be deemed to have been duly given if mailed by US first-class mail, return receipt requested, postage prepaid and addressed to the attention of the undersigned at the address shown in the heading of this Agreement.
- c. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

SIGNATURES

In witness whereof, the parties to this Agreement have affixed their signatures.

For GENERAL ELECTRIC COMPANY



By: DEBORAH ELAM
Title: VICE PRESIDENT & CHIEF DIVERSITY
OFFICER, GE and PRESIDENT, GE FOUNDATION

For TOWN OF Newtown

By: 
Title: 

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Excerpt for Minutes of Board of Selectmen Meeting
Held April 1, 2019

A meeting of the Board of Selectmen of the Town of Newtown was held in the Council Chamber of the Newtown Municipal Center on April 1, 2019, at 7:30 P.M. (E.T.).

* * *

Members present and absent were as follows:

Present
Daniel C. Rosenthal
Maureen Crick Owen
Jeff Capeci

Absent

Selectman Crick Owen moved that a Referendum be held between the hours of 6:00 A.M. and 8:00 P.M. (E.T.), for the purpose of a vote by the electors and qualified voters of the Town for the approval or disapproval of the following questions:

1. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$1,000,000 For The Planning, Design, Engineering, Reconstruction And Construction Of Town Roads As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$1,000,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?
2. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$290,000 For The Planning, Design And Construction Of Fairfield Hills Pickleball Courts As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$290,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?
3. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$783,200 For The Planning, Design, Engineering, Construction And Replacement Of A Boiler, And Retrofit Of Lighting At Hawley School, As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$783,200 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?
4. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$2,702,000 For The Planning, Design, Engineering, Construction And Replacement Of The Boilers, And Retrofit Of Lighting At Newtown High School, As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$2,702,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?

TOWN OF NEWTOWN
NOTICE OF REFERENDUM

Pursuant to Section 7-7 of the General Statutes of Connecticut, as amended (the "General Statutes") and Section 6-35(g) of the Charter of the Town of Newtown (the "Town"), notice is hereby given to the electors and persons qualified to vote in the Town that a Referendum will be held on April 23,, 2019, between the hours of 6:00 A.M. and 8:00 P.M. (E.T.) for the purpose of voting on the following questions:

1. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$1,000,000 For The Planning, Design, Engineering, Reconstruction And Construction Of Town Roads As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$1,000,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?

The form of the ballot label on the voting machine shall read as follows:

"Shall the \$1,000,000 appropriation and bond authorization for the planning, design, engineering, reconstruction and construction of Town roads, be approved?"

YES _____ NO _____

2. "Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$290,000 For The Planning, Design And Construction Of Fairfield Hills Pickleball Courts As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$290,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose", be approved?"

The form of the ballot label on the voting machine shall read as follows:

"Shall the \$290,000 appropriation and bond authorization for the planning, design and construction of Fairfield Hills Pickleball Courts, be approved?"

YES _____ NO _____

3. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$783,200 For The Planning, Design, Engineering, Construction And Replacement Of A Boiler, And Retrofit Of Lighting At Hawley School, As Authorized In The Capital Improvement Plan (2019-20 To 2023-24) And Authorizing The Issuance Of \$783,200 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?

The form of the ballot label on the voting machine shall read as follows:

“Shall the \$783,200 appropriation and bond authorization for the replacement of a boiler, and retrofit of lighting, at Hawley School, be approved?”

YES ____

NO ____

4. Shall the resolution entitled “Resolution Providing For A Special Appropriation In The Amount Of \$2,702,000 For The Planning, Design, Engineering, Construction And Replacement Of The Boilers, And Retrofit Of Lighting At Newtown High School, As Authorized In The Capital Improvement Plan (2019-20 To 2023-2024) And Authorizing The Issuance Of \$2,702,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose” be approved?

The form of the ballot label on the voting machine shall read as follows:

“Shall the \$2,702,000 appropriation and bond authorization for the replacement of boilers, and retrofit of lighting, at Newtown High School, be approved?”

YES ____

NO ____

The vote will be by optical voting tabulator. Those in favor of the resolution referred to in the question shall fill in the oval under the word "YES" under such question. Those not in favor of the resolution referred to in the question shall fill in the oval under the word "NO" under such question. Absentee ballots will be available at the office of the Town Clerk as provided by law.

Electors of the Town and qualified voters are entitled to vote. A qualified voter is any citizen of the United States of the age of 18 years or more who, jointly or severally, is liable to the Town for taxes assessed against him or her of not less than \$1,000 on the last completed grand list of the Town, or who would be so liable if not entitled to an exemption under subdivision (17), (19), (22), (25) or (26) of Section 12-81 of the General Statutes.

The polls will be open during the hours between 6:00 A.M. and 8:00 P.M. (E.T.). Electors entitled to vote as aforesaid will cast their votes at [INSERT LOCATION].

Qualified voters will be entitled to cast their votes at [INSERT LOCATION].

Said vote is being held pursuant to Section 6-35 (g) of the Town Charter and Chapters 90 and 152 of the General Statutes.

The full text of the proposed resolutions are on file open to public inspection at the office of the Town Clerk.

Dated at Newtown, Connecticut, this ____ day of _____, 2019.

Town Clerk

Published in _____
on _____, 2019.

Received for Record
this _____ day of
_____, 2019.

Town Clerk
* * *

Selectman Capeci seconded said motion. Upon roll call vote the ayes and nays were as follows:

AYES
Daniel C. Rosenthal
Maureen Crick Owen
Jeff Capeci

NAYS

The First Selectman thereupon declared the motion carried.

* * *

TOWN OF NEWTOWN APPROPRIATION (BUDGET) TRANSFER REQUEST
--

<u>FISCAL YEAR</u>	2018 - 2019	<u>DEPARTMENT</u>	Land Use	<u>DATE</u>	3/26/19
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[illegible]

REASON:

TWO LARGE CASES HAVE BUSTED THIS BUDGET LINE ITEM:

OSTROSKY - YTD EXPENDITURES = \$30,464

ZEISLER - YTD EXPENDITURES = \$25,203

ACCOUNT DETAIL ATTACHED.

AUTHORIZATION:

- (1) DEPARTMENT HEAD
- (2) FINANCE DIRECTOR
- (3) SELECTMAN
- (4) BOARD OF SELECTMEN
- (5) BOARD OF FINANCE
- (6) LEGISLATIVE COUNCIL

Black

```
date:
```

3/26/19
3/29/19
3/29/19
4/2/19

AUTHORIZATION SIGN OFF

IRST 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 (6); MORE THAN \$200,000>>>>ALL SIGN OFF

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

<u>Orig Budget</u>	<u>Transfers</u>	<u>Adj Approp</u>	<u>Encumbered</u>	<u>Ytd Expended</u>	<u>Balance</u>
\$70,000.00	\$0.00	\$70,000.00	\$400.00	\$77,506.47	(\$7,906.47)
1-101-15-490-5350-0000					
PROFSVS - LEGAL					
SUMMARY					
<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>	<u>Description</u>		
BEE PUBLISHING CO	LEGAL ADS	2,503.05			
COHEN & WOLF	LEGAL RETAINER - 7 MTHS	8,750.00			
COHEN & WOLF	140923-405 Gaydosh	3,400.00	Zoning Enforcement		
COHEN & WOLF	140923-477 Rel. Edmond	352.00	Edmond Road		
COHEN & WOLF	140923-506 Ostrosky	23,712.00	Property Forclosures		
COHEN & WOLF	140923-540 Ostrosky	6,752.40	Zoning Enforcement		
COHEN & WOLF	140923-542	25,203.20	Zeisler - Housatonic drive		
COHEN & WOLF	140923-543-Monroe/	515.96			
COHEN & WOLF	140923-549 DeGabriel	1,735.00	Zoning Enforcement		
COHEN & WOLF	140923-556 Ostrosky/JP	510.00			
COHEN & WOLF	140923-573 GRC Constr	360.00			
HEARST MEDIA SVCS CT, LLC	LEGAL ADS	845.36			
LOGAN GRADY, LLC	DeFenn & Consumers	1,950.00			
SECOR, CASSIDY & MCPARTLAND,	5K Enterprises,	917.50			
		77,506.47			
Additional appropriation:					
Retainer (5 mths)	6,250				
Estimated 4 mths legal	34,378				
Current account balance	7,906				
	48,535				
	SAY 50,000				