

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

The Board of Selectmen held a regular meeting Monday, February 6, 2023. The meeting was held in the Council Chambers at the Newtown Municipal Center. First Selectman Rosenthal called the meeting to order at 7:31 p.m. and opened the meeting with salute to the flag.

PRESENT: First Selectman Daniel C. Rosenthal, Selectman Maureen Crick Owen and Selectman Ed Schierloh.

ALSO PRESENT: Finance Director Robert Tait, Deputy Director of Planning Rob Sibley and five members of the public

VOTER COMMENTS: none.

ACCEPTANCE OF THE MINUTES: Selectman Crick Owen moved to accept the regular meeting minutes of January 30, 2023. Selectman Schierloh seconded. All in favor.

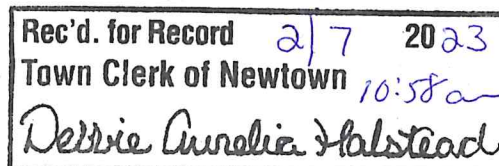
COMMUNICATIONS: none

FINANCE DIRECTORS REPORT: Mr. Tait talked about S&P, the questions relative to the year just audited, the current and next year; the ratings call is February 14. The results of that call will be known prior to the next meeting (att.). Mr. Tait also went over the Capital & Non-Recurring Fund detail (att.). The Public Hearing notice for the combined Board of Selectmen, Board of Education budget is complete.

NEW BUSINESS

Discussion and possible action:

1. **\$30,000 Appropriation from Capital Non-Recurring for Fire Dept. annual rotating grant:** This amount was left out of the budget. If there is money left over in contingency at year end it will go to capital non-recurring. Mr. Tait pointed out it is noted in the adopted budget of the 2022-2034 annual budget (att.). Selectman Crick Owen moved the Resolution providing for an appropriation of \$30,000 for a Fire department rotating grant to be funded from the capital & non-recurring fund. Selectman Schierloh seconded. All in favor.
2. **43 Bankside Trail Easement:** Mr. Sibley was present to explain that the Town assumed ownership during a foreclosure process of all paper trails in the Riverside/Lake Zoar Community. This easement request will provide a suitable and usable driveway and allow better access for emergencies, for the property owners and any other properties along Bankside Trail. Driveway standards apply to private property, not Town owned property; this easement would meet driveway standards at the property line. The easement is only on the trail, not on private property. Mr. Sibley and Mr. Hurley have worked together on this easement request for six months. The easement secures that the public would still retain access. First Selectman Rosenthal noted the easement would not be recorded until the final survey is complete. Selectman Crick Owen moved to approve the Driveway and Utility Easement for 43 Bankside Trail, as presented (att.). Selectman Schierloh seconded. All in favor.
3. **SmartPower Memorandum of Understanding:** This is a referral from the Sustainable Energy Commission and will allow residents with solar systems to use batteries to store some of the energy. Selectman Crick Owen moved to accept the Memorandum of Understanding between the Town of Newtown and SmartPower, as presented (att.). All in favor.



4. **Second Amendment to Agreement of Sale, 6 Commerce Road (Land use approval contingency):** Last summer the contract was extended for six months; they have requested an additional six month extension. Selectman Crick Owen moved to approve the Second Amendment to Agreement of Sale between the Town of Newtown and Teton Capital Company, LLC conditional upon the submission of application to Planning & Zoning no later than February 17, 2023. Selectman Schierloh seconded. All in favor.
5. **Appointments/Reappointments/Vacancies/Openings:** Selectman Crick Owen moved the appointment of Michael Stern (D) to the Commission on Aging, alternate, for a term to expired January 6, 2025 and the appointment of Ben Cruson (R) as the Town Historian for a term to expire January 6, 2027. Selectman Schierloh seconded. All in favor.
6. **Driveway Bond Release/Extension:** none.
7. **Tax Refunds:** Selectman Crick Owen moved Tax Refund #14 2022/23 in the amount of \$13,790.63. Selectman Schierloh seconded. All in favor.

VOTER COMMENTS: none.

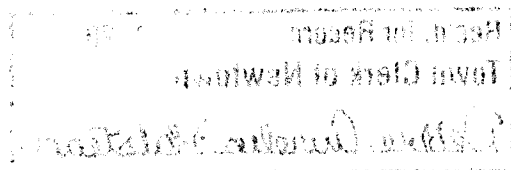
ANNOUNCEMENTS: First Selectman Rosenthal reported that a ruptured pipe on the roof created a fair amount of damage to the high school. There was not extensive damage to sheet rock as that area of the school is mostly concrete block and tile. The insurance company was notified.

EXECUTIVE SESSION: Selectman Crick Owen moved to go in to executive session relative to legal matters regarding the opioid settlement (Pharmacy Chain & Teva). Selectman Schierloh seconded. All in favor. Executive session was entered into at 7:58pm and returned to regular session at 8:03pm with the following motion: Selectman Crick Owen moved to opt into the opioid settlement with Teva, Allergan, CVS, Walgreens and Walmart. Selectman Schierloh seconded. All in favor.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting was adjourned at 8:04p.m.

Att.: S&P Ratings questions; Capital & Non-Recurring Detail; Legislative Council Adopted 2022-2023 budget, pg. 277; Fire Dept. rotating grant; Driveway and Utility Easement, 43 Bankside Trail; SmartPower MOU

Respectfully submitted,
Susan Marcinek



S&P Global Ratings

February 14, 2023 Management Meeting Discussion Topics – S&P Global Ratings Newtown, CT

Primary Analyst: **Michael Ryter**, michael.ryter@spglobal.com

Secondary Analyst: **Krystal Tena**, krystal.tena@spglobal.com

Economy

1. Please discuss any significant changes to the local economy over the last year.
2. Please discuss any ongoing/anticipated significant economic development projects in Newtown, both commercial and residential.

Debt and Liabilities

3. Please discuss the current \$6,060,000 issue.
4. Does the town plan to issue additional debt over the next 3 years? If so, how much and for what purpose?
5. Does the town have any outstanding:
 - a. Bank loans or privately placed debt (aside from small capital leases)?
 - b. Variable interest rate or synthetic interest rate debt?
 - c. Unrated loans or bonds?
6. Is the town party to any ongoing litigation and/or potential settlement payments?
7. Does the town anticipate any changes in its pension or OPEB contributions in the next 2-3 years?

Finances

Fiscal 2022 (Audited)

8. Please discuss general fund performance in FY22. Were there any notable revenue or expense variations relative to the budget?

Fiscal 2023

9. Discuss any notable changes to the FY23 budget relative to FY22. How is the year going so far?
10. How much does the town anticipate using in reserves during the year for one-time purposes?
11. How much has the town received in federal pandemic relief funds? How has the town spent/how does the town plan to spend these funds?
12. Discuss labor contracts and pressures – has the town faced challenges filling any positions, including education positions?
13. Discuss any expenditures affected by inflation/price increases.

Fiscal 2024

14. Discuss any expected changes to the FY24 budget relative to FY23.

Management Practices

15. Has there been any turnover in financial management positions in the last year?
16. According to our 2022 report, the town maintains a “An annually updated budget forecasting tool, which projects out 10 years, to examine potential revenue or expenditure trend deviations.” If the town still maintains this template, please provide the most recent update.
17. Please discuss any contingency planning for adverse weather effects and any resiliency efforts the town is undertaking.
18. What steps has the town taken to identify and protect its assets and data from cyberattacks? What policies and practices has the town implemented to enable it to detect, respond to, and recover from a cyberattack?

CAPITAL & NON-RECURRING FUND DETAIL

1/18/2023

ACCOUNTS:					
		<u>BUDGET</u>	<u>EXPEND</u>	<u>BALANCE</u>	<u>OPEN PO</u>
7000 - UNDESIGNATED		2,966,029		2,966,029	
7190 - ASSESSOR REVALUATION		151,000	117,333	33,667	32,167
7205 - IT EQUIPMENT					
	Technology- Equipment	18,462	18,462	-	
	New UPS for EOC building	28,000	-	28,000	
		46,462	18,462	28,000	
7310 - POLICE EQUIPMENT					
	Vehicle videos with equipment	115,965	115,965	-	
	Cloud Storage	120,003	14,400	105,603	
	Vehicle videos with equipment	50,240	223	50,017	
		286,208	130,588	155,620	
7320 - FIRE EQUIPMENT					
	Fire- Air Packs/Turnout Gear	152,599	123,053	29,546	12,420
	NUSAR suites (2)	6,000	6,000	-	
	Dodgingtown reimb for vehicle repair	7,800	3,600	4,200	
	H & L radio mics	2,500	-	2,500	
	H & L pager w/amp base	2,500	-	2,500	
		171,399	132,653	38,746	
7330 - NUSAR EQUIPMENT					
	NUSAR Operational Boat	21,000	-	21,000	
7500 - PW EQUIPMENT					
	New Supervisor Truck	40,000	38,405	1,595	
	10 Wheel Dump Truck	220,000	220,000	-	
	Two All Season Body Replacement (#3 & 15)	120,000	117,217	2,783	
	One all season body replacement	80,000	80,000	-	
	Frame rail replacement	60,000	43,582	16,418	
	Replace one 11 ft snow plow	15,000		15,000	
		535,000	499,204	35,796	
7500 - PW CONTRACTUAL					
	Additional Tree Work	100,000	100,000	-	
7501 - CAPITAL ROAD IMPROVEMENT					
	Aquarion paving allotment	220,100	220,100	-	
	CIP Allocation	250,000	250,000	-	
	Alpine paving allotment	337,000	152,000	185,000	
		807,100	622,100	185,000	

CAPITAL & NON-RECURRING FUND DETAIL					
1/18/2023					
ACCOUNTS:		BUDGET	EXPEND	BALANCE	OPEN PO
7550 - P & R EQUIPMENT					
	Replace aerator	35,500	35,413	87	
	Treadwell pool cover	22,500		22,500	
	Court Recoating	15,000	-	15,000	
		73,000	35,413	37,587	
7650 - PW BLDG MAINT					
	Continue window abatement and refurbish	34,000	-	34,000	
7740 - ECONOMIC DEVELOPMENT					
	Banner System	5,000	-	5,000	
	Glen Road- Town Match	9,000	-	9,000	
		14,000	-	14,000	
7870 - FAIRFIELD HILLS IMPROVEMENTS					
	Monitoring Wells	48,000	1,943	46,057	41,579
	High Meadow Evaluation	7,000	-	7,000	
		55,000	1,943	53,057	
7900 - BOE CAPITAL		per BOE 144			
	High School Turf Project - Vandalism Repair	25,000	-	25,000	
	2021-22 Capital items	48,901	-	48,901	34,216
	2022-23 Capital items	616,540	438,725	177,815	150,359
		690,441	438,725	251,716	
7999 - OTHER					
	Community Center Reimbursement (soffit)	48,500	48,500	-	
	Payroll System Training	8,000	8,000	-	
	Fix street lighting at municipal center	25,000	-	25,000	
	Insurance recovery - lightning strike	20,321	17,184	3,137	
	SHOP	8,600	-	8,600	
		110,421	73,684	36,737	
0000 - TRANSFER OUT TO DEBT SERVICE FUND					
		6,061,060	2,170,105	3,890,955	< FUND BALANCE
			(0)	0	>>> Interest (not added to undesignated yet)
		5,370,619		3,890,955	>>> ties to T/B

CAPITAL & NON-RECURRING FUND DETAIL

1/18/2023

TRIAL BALANCE

BOS - 144

BOE - 144

COMBINED

Beginning Fund Balance @ 06/30/2022

4,540,164

(1,299,485)

3,240,679

REVENUES:

Current Year's Interest to Date

243

-

243

Transfer-In

2,300,000

-

2,300,000

Misc. Revenue

337,000

Total Revenues

2,637,243

-

2,300,243

EXPENDITURES

1,211,241

438,725

1,649,966

Ending Fund Balance @ 01/18/2023

5,966,165

(1,738,210)

3,890,955

PRIOR YEAR EXPENDITURES

520,138

0

520,138

CUMMULATIVE EXPENDITURES

1,731,380

438,725

2,170,105

[illegible]

	2019 - 2020 ACTUALS	2020 - 2021 ACTUALS	2021 - 2022		2022 - 2023 BUDGET		Difference b - a	COMMENTS
			ADOPTED	AMENDED	DEPARTMENT 1st SELECTMAN			
					REQUEST	PROPOSED		
FIRE					a	b		
SALARIES & WAGES - FULL TIME	182,152	185,570	191,140	191,140	195,920	195,920	-	
SALARIES & WAGES - PART TIME	14,832	17,058	21,901	21,901	22,901	22,449	(452)	PART TIME HOURLY WAGE INCREASE = 2.5%
GROUP INSURANCE	26,689	26,928	27,702	27,702	28,476	28,476	-	
SOCIAL SECURITY CONTRIBUTIONS	14,662	15,468	16,298	16,298	16,705	16,705	-	
RETIREMENT CONTRIBUTIONS	18,395	19,747	18,198	21,048	12,266	12,266	-	
OTHER EMPLOYEE BENEFITS	290,287	323,411	323,500	323,500	323,500	323,500	-	
PROF SVS - OFFICIAL /	15,216	16,181	18,600	18,600	38,700	25,000	(13,700)	INCREASE PRIOR YEAR BY 30% TO ACCOUNT FOR MORE EXTENSIVE PHYSICALS
WATER/SEWER	2,940	2,845	3,000	3,000	3,000	3,000	-	
HYDRANTS	86,892	90,930	87,000	87,000	94,000	94,000	-	
REPAIR & MAINTENANCE SERVICES	68,693	64,021	48,475	48,475	47,015	47,015	-	
RADIO & PAGER SERVICE	14,338	6,523	21,360	21,360	1,800	1,800	-	
TRUCK REPAIR	75,432	79,327	83,100	83,100	83,400	83,400	-	
INSURANCE, OTHER THAN	67,604	75,132	76,284	76,284	76,284	76,284	-	
DUES, TRAVEL & EDUCATION	59,863	70,579	73,000	73,000	77,000	73,000	(4,000)	KEEP AT PRIOR YEAR AMOUNT
OFFICE SUPPLIES	1,113	550	1,500	1,500	1,500	1,500	-	
ENERGY - NATURAL GAS	13,994	16,084	16,000	16,000	16,000	16,000	-	
ENERGY - ELECTRICITY	54,071	51,640	52,200	52,200	52,200	52,200	-	
ENERGY - BOTTLED GAS	4,811	4,633	7,000	7,000	7,000	7,000	-	
ENERGY - OIL	18,033	18,589	19,000	19,000	19,000	19,000	-	
FIRE EQUIPMENT	68,091	52,260	60,108	60,108	80,690	80,690	-	
CAPITAL	136,991	107,770	102,740	102,740	186,371	101,371	(85,000)	\$30K ROTATING GRANT - CAP NON REC; FIRE SOFTWARE - YR END SAVINGS; DRY
CONTRIBUTIONS TO FIRE	145,000	145,000	145,000	145,000	150,000	145,000	(5,000)	HYDRANTS - ARP FUNDS PROPOSED
	1,380,099	1,390,247	1,413,106	1,415,956	1,533,727	1,425,575	(108,152)	\$15,000 CONTRIBUTIONS FROM ARP TO EACH FIRE COMPANY PROPOSED

Resolution providing for an appropriation of \$30,000 for a Fire department rotating grant to be funded from the capital & non-recurring fund.

INFORMATION:

Each fiscal year there has been a rotating grant amount in the Fire Commissioners budget of \$30,000 awarded to the next Fire department in line. The Sandy Hook Volunteer Fire department was next in line for fiscal year 2022-23. In the 2022-23 budget the First Selectman recommended that the rotating grant amount of \$30,000 be financed from the Capital & non-Recurring fund (as indicated on page 277 of the budget document). However, the rotating grant amount of \$30,000 was inadvertently left out of the capital & non-recurring fund allocation detail on page 264 of the budget document.

	2019 - 2020 ACTUALS	2020 - 2021 ACTUALS	2021 - 2022		2022 - 2023 BUDGET		Difference b - a	COMMENTS
			ADOPTED	AMENDED	DEPARTMENT 1st SELECTMAN			
					REQUEST	PROPOSED		
FIRE					a	b		
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GROUP INSURANCE	26,689	26,928	27,702	27,702	27,702	28,476	28,476	(452) PART TIME HOURLY WAGE INCREASE = 2.5%
SOCIAL SECURITY CONTRIBUTIONS	14,662	15,468	16,298	16,298	16,298	16,705	16,705	
RETIREMENT CONTRIBUTIONS	18,395	19,747	18,198	18,198	21,048	12,266	12,266	
OTHER EMPLOYEE BENEFITS	290,287	323,411	323,500	323,500	323,500	323,500	323,500	
PROF SVS - OFFICIAL /	15,216	16,181	18,600	18,600	38,700	25,000	25,000	(13,700) INCREASE PRIOR YEAR BY 30% TO ACCOUNT FOR MORE EXTENSIVE PHYSICALS
WATER/SEWER	2,940	2,845	3,000	3,000	3,000	3,000	3,000	
HYDRANTS	86,892	90,930	87,000	87,000	94,000	94,000	94,000	
REPAIR & MAINTENANCE SERVICES	68,693	64,021	48,475	48,475	47,015	47,015	47,015	
RADIO & PAGER SERVICE	14,338	6,523	21,360	21,360	1,800	1,800	1,800	
TRUCK REPAIR	75,432	79,327	83,100	83,100	83,400	83,400	83,400	
INSURANCE, OTHER THAN	67,604	75,132	76,284	76,284	76,284	76,284	76,284	
DUES, TRAVEL & EDUCATION	59,863	70,579	73,000	73,000	77,000	73,000	73,000	(4,000) KEEP AT PRIOR YEAR AMOUNT
OFFICE SUPPLIES	1,113	550	1,500	1,500	1,500	1,500	1,500	
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ENERGY - ELECTRICITY	54,071	51,640	52,200	52,200	52,200	52,200	52,200	
ENERGY - BOTTLED GAS	4,811	4,633	7,000	7,000	7,000	7,000	7,000	
ENERGY - OIL	18,033	18,589	19,000	19,000	19,000	19,000	19,000	
FIRE EQUIPMENT	68,091	52,260	60,108	60,108	80,690	80,690	80,690	
CAPITAL	136,991	107,770	102,740	102,740	186,371	101,371	101,371	\$30K ROTATING GRANT - CAP NON REC, FIRE SOFTWARE - YR END SAVINGS; DRY
CONTRIBUTIONS TO FIRE	145,000	145,000	145,000	145,000	150,000	145,000	145,000	(85,000) HYDRANTS - ARP FUNDS PROPOSED
	1,380,099	1,390,247	1,413,106	1,415,956	1,533,727	1,425,575	1,425,575	(5,000) \$15,000 CONTRIBUTIONS FROM ARP TO EACH FIRE COMPANY PROPOSED
								(108,152)

DEPARTMENT: RESERVE FOR CAPITAL NONRECURRING**ACCOUNT DETAIL**

Reserve Cap & Non Recurring: The requested \$2,300,000 comprises the following:

	<u>Description</u>	
POLICE		
	1 new police vehicle	50,240
FIRE		
	Personal protective equipment	
EMERGENCY MGT		
	NUSAR - 2 dry suits	6,000
PUBLIC WORKS:		
	1 new all season body replacement for a 2007 Volvo 8 ton six wheel dump truck, and replace outer frame rails from truck cab rearward. This frame/body is severely rotted and will extend the life of this truck for another 6 to 8 years	80,000
	Frame rail replacement 2003 Mack 10 wheel dump truck. This frame is severely rotted, and is in danger of breaking. Rail replacement will extend the life of the truck for 8 to 10 years.	60,000
	Replace one 11 ft. Wausau snow plow, this plow has been in service many years and has reached its end of service life.	15,000
		Dept. Total 155,000
PARKS & RECREATION:		
	Redexim Vertidrain Aerator 2519 - Replace worn out 16 year old aerator. 5th year request	35,500
	Treadwell Pool Cover - Complete Treadwell Pool Cover replacement for 30 year old covers	22,500
		Dept. Total 58,000
BOARD OF EDUCATION:		
	BOE building & site maintenance projects	472,000
	BOE technology equipment - 7th grade chromebooks	144,540
		Dept. Total 616,540
	GRAND TOTAL	885,780

Amount not designated is "undesignated".

DRIVEWAY AND UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the Town of Newtown (the "Grantor") for the consideration of ONE DOLLAR (\$1.00) and other valuable considerations received to its full satisfaction of Eugene D. Tortorici of the Town of Newtown, County of Fairfield and State of Connecticut (the "Grantee") does hereby give, grant, bargain, sell and convey unto the said Grantee, and his heirs, successors and assigns, the perpetual right, privilege and authority to construct, maintain and pave a driveway, to pass and repass by vehicle and otherwise as a means of ingress and egress to and from 43 Bank Side Trail, Newtown, CT 06470 (the "Property"), and to park vehicles upon and to install underground or overhead utility lines in, across, over and/or through certain land of the Grantor described and designated as [proposed easement area] on survey map entitled Drawing Number 22076 dated October 12, 2022 and prepared by R.J. Gallagher Jr. & Associates, which map is filed simultaneously herewith in the Newtown Town Clerk's Office as map number_____.

The Town of Newtown retains the right to use the Easement Area for any purposes, and the right, privilege and authority if it so desires to construct, maintain and pave a driveway or roadway, and to pass and repass by vehicle and otherwise as a means of ingress and egress. However, Grantee, his successors and assigns, during the duration of this Easement, shall be solely responsible for all maintenance, repair and costs of any kind associated with the Easement Area. Grantor shall have no such responsibility.

It is expressly agreed and understood that Grantor may terminate this easement at any time and for any reason.

This Driveway and Utility Easement effects only the rights of Grantee and is not constructed to take away or add to the rights that others may have with respect to the proposed easement area.

Said rights and easement above described include the right to enter in and upon said parcels and to pass and repass over the same and excavate therein for said purposes hereinabove and hereinafter described. Said Grantee shall have the right within said easement on said parcels to cut trees and bushes, disturb the soil and ground cover located therein and to perform other work necessary or convenient for the design, construction, maintenance, inspection, use, operation, repair, alteration, replacement or protection of said facilities and appurtenances thereto. It is hereby agreed and understood that Grantee, his heirs, successors and assigns, shall, subsequent to any such work on the Easement Area, repair such area and restore it to the same condition as existing immediately prior to such work.

The Grantee agrees by accepting and using this easement, that any damage caused by present or future construction to the land or property of the Grantor will be

corrected and restored to substantially the same condition to that existing at the time such damage occurred.

The Grantor herein reserves to himself, his heirs and assigns, the right to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which shall not in any way interfere with the use thereof by the Grantee, their heirs and assigns in fulfilling the purposes for which this easement is granted.

The Grantee, for himself, his heirs, successors and assigns, hereby covenants and agrees to defend, indemnify and hold the Town of Newtown, its successors and assigns, harmless from and against any and all liability, loss, cost, damage, claim or expense, including reasonable attorneys' fees, incurred by Grantor in connection with the use by Grantee, his heirs, successors and assigns, of the easement granted herein, including any work or repairs performed by Grantee and his contractors and agents. Grantee shall also be responsible for the cost of any damage or required repair to property owned or controlled by the Town of Newtown in the event that said damage or required repair was caused or necessitated by the use of this easement or as a result of repairs performed by Grantee and his contractors or agents.

TO HAVE AND TO HOLD the above granted easement, rights, privileges and authority unto the said Grantees and his heirs, successors and assigns, to them and their own proper use and behoof.

IN WITNESS WHEREOF, the Parties have executed this Driveway and Utility Easement as of the date first written above.

GRANTOR:
TOWN OF NEWTOWN

By: Dan Rosenthal, First Selectman

STATE OF CONNECTICUT }
 }
COUNTY OF _____ FAIRFIELD} ss. NEWTOWN

Personally appeared Dan Rosenthal, First Selectman of the Town of Newtown,
signer and sealer of the foregoing instrument and acknowledged the same to be his free
act and deed on behalf of the Town of Newtown.

Notary Public
Commissioner of the Superior Court

GRANTEE:

EUGENE D. TORTORICCI

STATE OF CONNECTICUT }
 }
COUNTY OF _____} ss.

Personally appeared Eugene D. Tortoricci signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed, before me.

Notary Public
Commissioner of the Superior Court

GRANTEE:

EUGENE D. TORTORICCI

STATE OF CONNECTICUT }
 } ss.
COUNTY OF _____}

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Notary Public
Commissioner of the Superior

Court

**GRANTOR:
TOWN OF NEWTOWN**

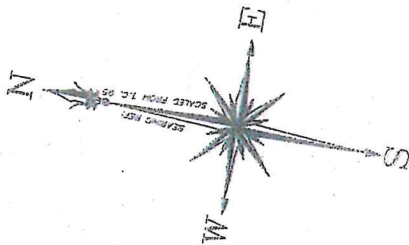
By: Dan Rosenthal, First Selectman

STATE OF CONNECTICUT }
 }
COUNTY OF ____FAIRFIELD} ss. NEWTOWN

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same to be his free act and deed on behalf of the Town of Newtown.

Notary Public
Commissioner of the Superior

Court



LOT AREA:

9.075± S.F.
0.208± ACRES

LOTS 35 & 36 AS DEPICTED ON T.C. 95

EASEMENT AREA:

4.687± S.F.
0.108± ACRES

NOTES:

THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-THROUGH 20-300D, CONN. GEN. STAT. § 20-300B, WHICH PROVIDE THAT THE STANDARD OF ACCURACY FOR A SURVEY OF THIS TYPE SHALL BE THAT THE STATE OF CONNECTICUT AS ADVERTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. (CALS) SHALL BE A COMPLETION PLAN AND EASEMENT SURVEY BASED ON A RECORDING COMPLIANCE PURPOSE.

PROPERTY IS LOCATED IN LOT 43-17-35 IN THE ASSESSORS OFFICE.

PROPERTY IS LOCATED IN 70-1-1 ZONE.

ZONE AND SETBACKS ARE SUBJECT TO THE DETERMINATION OF THE ZONING ENFORCEMENT SHADBLOW TRAIL GRASSY DRIVE.

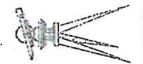
REFER TO MAP NOS. 95, 5162, 5137 ON FILE IN THE TOWN CLERK'S OFFICE.

UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS IF ANY ARE NOT REQUESTED OR NOTED.

DISTANCES DETECTED + 5% FROM BUILDINGS TO PROPERTY LINES ARE SCALED ONLY AND ARE NOT TO BE USED TO ESTABLISH BOUNDARIES.

THIS SURVEY WAS PREPARED FOR A SPECIFIC PURPOSE ASK THE OTHER FROM THAT WHICH WAS ORIGINALLY INTENDED IS A MISTAKE OF THE INFORMATION AND HINDERS THE PREPARATION OF A DECLARATION OF CONFORMANCE.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY, WHICH BEARS THE LICENSED SURVEYOR'S SIGNATURE AND EMBOSSED SEAL, ARE NOT ALLOWED.



BRAUTIGAM LAND SURVEYORS, P.C.

90 South Main Street
Newtown, Connecticut 06470
Telephone (203) 370-7810
E-mail: Surveying@brautigamland.com

TO MY KNOWLEDGE AND BELIEF THIS SURVEY AND MAP ARE SUBSTANTIALLY CORRECT AS NOTED HEREON.

PRELIMINARY

DATE: 2/28/2022 BY: J.C. NO. 13125

THIS SURVEY AND MAP ARE NOT TO BE USED WITHOUT THE LICENSED SURVEYOR'S SIGNATURE AND EMBOSSED SEAL.

JOB NO. 20220001	SCALE: 1" = 20'	DRAWN BY: MLL
FIELD NOTES: 275/122	DATE: 2/25/2022	CHECKED BY: PAS



COMPILE PLAN & EASEMENT SURVEY

PREPARED FOR

EUGENE TORTORICI
43 BANKSIDE TRAIL
NEWTOWN, CONNECTICUT

LAKE ZOAR

N/F
GARY RUSSELL, EASTWOOD

N/F
TONY YI
& JIA LI

LOCUST TRAIL

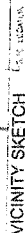
PROPOSED EASEMENT

BANKSIDE TRAIL

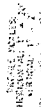
EXISTING RESIDENCE

EXISTING RESIDENCE

EXISTING RESIDENCE

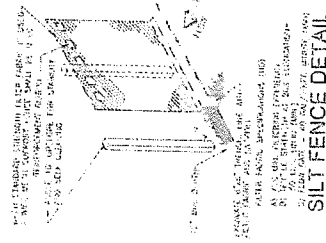
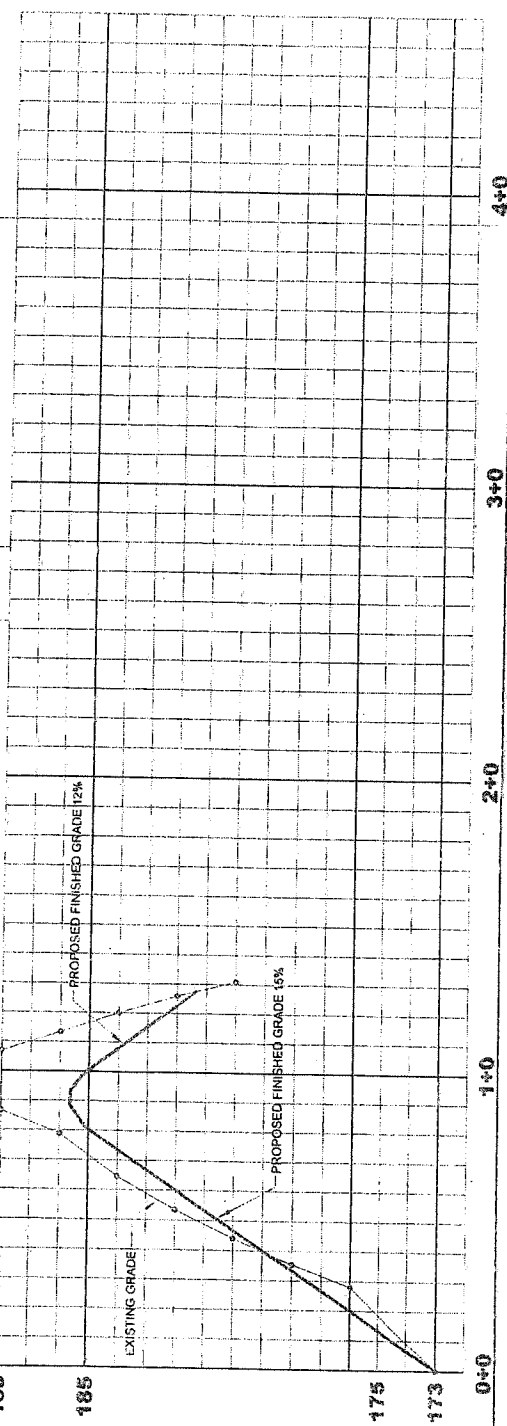


1. The first step in the process of the development of a new product is the identification of a market need. This is often done through market research, which can be conducted in a number of ways, including surveys, focus groups, and interviews. The next step is to develop a concept for the product, which involves creating a detailed description of the product and its features. This is often done through the use of a product specification document. The third step is to develop a prototype of the product, which is a physical model of the product that can be used to test the concept. This is often done through the use of 3D printing or other manufacturing techniques. The fourth step is to conduct a feasibility study, which involves assessing the technical, financial, and market viability of the product. This is often done through the use of a business plan. The fifth step is to develop a marketing plan, which involves creating a strategy for promoting the product and reaching the target market. This is often done through the use of a marketing mix. The sixth step is to launch the product, which involves distributing the product to the market and monitoring its performance. This is often done through the use of a distribution network. The seventh step is to evaluate the product, which involves assessing the product's performance and making any necessary improvements. This is often done through the use of a product review process. The eighth step is to discontinue the product, which involves removing the product from the market and disposing of any remaining inventory. This is often done through the use of a product recall process.

[illegible][illegible][illegible]

22076

22078





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between **the Town of Newtown ("NEWTOWN")** and **SmartPower**, the nation's leading non-profit organization dedicated to promoting clean energy and energy efficiency (collectively, **"the Parties"**).

A. PURPOSE: The purpose of this MOU is to memorialize that Newtown wishes to offer to its residents "PowerSmart", a community-wide and community-branded 20-week online and on-the-ground residential solar plus battery storage campaign. SmartPower will manage the program on behalf of Newtown – at no cost to the Town - and will educate and encourage Newtown residents to adopt solar energy plus battery storage systems in their homes or add battery storage to an existing solar system.

B. ROLES AND RESPONSIBILITIES

SmartPower agrees to: Manage and run the PowerSmart Newtown campaign in coordination with designated representatives from Newtown including:

- Draft and produce print and digital media and campaign marketing materials - subject to Newtown's approval;
- Develop and maintain a public PowerSmart Newtown community-branded microsite;
- Coordinate and produce solar-focused educational workshops and live events that may include "solar ribbon cuttings" and installation events;
- Assist the Town and its residents with consumer information about approved solar and battery storage installers to perform site visits, design systems, present proposals, explain financing options, procure permits and install solar energy and/or battery storage systems; and
- Facilitate regular campaign check-in calls with Newtown, as necessary.

Newtown agrees to:

- Issue a proclamation or press release to announce the launch of the PowerSmart Newtown campaign;

- Publicize, support and promote the campaign using communications channels, possible appearances at events, and other mechanisms as collectively determined between Newtown and SmartPower;
- Identify and help coordinate communications channels and spaces for meetings, educational workshops, and other events;
- Provide or approve quotes for press releases, written and video testimonials, or other communications as necessary;
- Participate in regular campaign check-in calls with SmartPower as necessary.

TIMEFRAME

This MOU shall become effective upon signature by the authorized officials from Newtown and SmartPower and will remain effective until modified or terminated by mutual consent.

POINTS OF CONTACT: The official points of contact for PowerSmart Newtown are:

SmartPower:

Bob Wall
Vice President, PowerSmart
bwall@smartpower.org
203-581-0006

Newtown

Name
Title
Email
Phone

SmartPower

Town of Newtown

By: _____

Brian F. Keane
President
4075 Wilson Boulevard – 8th Floor
Arlington, VA 22203

By: _____

NAME:
TITLE:
ADDRESS:

Agreed to and accepted this ___ day of _____

Agreed to and accepted this ___ day of _____