

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

The Board of Selectmen held a regular meeting Tuesday, September 4, 2018, 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, Friends of Newtown Seniors (FONS) John Boccuzzi and Ned Simpson, thirteen members of the public and one member of the press.

VOTER COMMENTS: none.

ACCEPTANCE OF THE MINUTES: Selectman Crick Owen moved to accept the minutes of the regular meeting of 08/20/18. Selectman Capeci seconded. All in favor.

COMMUNICATIONS: none.

FINANCE DIRECTORS REPORT: none.

NEW BUSINESS

Discussion and possible action:

1. **Age Friendly Livable Community Presentation – Friends of Newtown Seniors:** Mr. Boccuzzi and Mr. Simpson were present to discuss the Age Friendly Livable Community initiative (att.) saying that government, private industry, volunteer groups and church groups have to work together to make the community. Workshops were held to address eight domains that touch everything in city/community/town life. Many items discussed are already a part of the CIP. There is a lot of interest in communication, transportation and infrastructure. First Selectman Rosenthal commended everybody who has been involved in this process noting that most items benefit the community at large, not just the seniors. Mr. Boccuzzi said that WHO resources include support and network. Mr. Simpson shared ideas about televisions and kiosks with upcoming events and additional scrolling information in the Library, Senior Center, Community Center and Municipal Center. Mailing list communication is less expensive. First Selectman Rosenthal, in response to point 1, committed to avail town staff to the initiative and respectfully ask for cooperation from commissions and boards.
2. **Set Time and Date for Referendum for the purpose of a vote by the electors and qualified voters of the Town for approval or disapproval of the following question:** Shall the resolution entitled “Resolution Providing For A Special Appropriation In The Amount Of \$14,800,000 For The Acquisition Of Buildings And Land And The Construction And Development Of A New Police Station, As Authorized In The Capital Improvement Plan (2018-19 to 2022-23) And Authorizing The Issuance Of \$14,800,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose” be approved? Selectman Crick Owen moved that a Referendum be held between the hours of 6:00 A.M. and 8:00 P.M. (E.T.), the warning and notice thereof in the form set forth, for the purpose of a vote by the electors and qualified voters of the Town for the approval or disapproval of the following question:

Rec'd. for Record 9-5 2018
Town Clerk of Newtown 3:15pm
Debbie Aurelia Halstead

1. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$14,800,000 For The Acquisition Of Buildings And Land And The Construction And Development Of A New Police Station, As Authorized In The Capital Improvement Plan (2018-19 to 2022-23) And Authorizing The Issuance Of \$14,800,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" be approved?

And also to waive the reading of the entire notice (att.). Selectman Capeci seconded. Selectman Capeci reviewed regulations relative to the CIP and thinks the motion made at the last meeting was proper. He is in support of the project and wants it to move forward. The Legislative Council will vote on explanatory text for the ballot. All in favor.

3. **Transfer:** Selectman Crick Owen moved to transfer \$12,500 from 1-101-11-150-5110 Salaries & Wages – Full Time, \$10,000 from 1-101-11-140-5110 Salaries & Wages – Full Time, \$18,500 from 1-101-13-500-5110 Salaries & Wages – Full Time, \$5,000 from 1-101-16-550-5110 Salaries & Wages – Full Time, \$14,000 from 1-101-24-570-5899 Contingency TO \$50,563 to 1-101-11-205-5301 Fees & Professional Services, \$9,437 to 1-101-11-205-5445 Software/Hardware Maintenance Fees (att.). Selectman Capeci seconded. Mr. Tait explained Blum Shapiro conducted an operations feasibility study in 2012. At the time there were two different accounting systems. The town went onto Phoenix, which was the system the Board of Education used, so there was one accounting system. In the last budget process planning began for new town wide accounting system, to go into effect in 2019-2020. Mr. Tait and Mr. Bienkowski met with the company that owns Phoenix, who noted there will no longer be support of the current system. The Board of Education committed to go with the new system. Mr. Tait would like to migrate to the new system which will also include Human Resources and Purchasing and have the ability to help with RFP's, contracts and track online. All in favor.
4. **Resolution relative to the Police Deferred Retirement Option Plan (DROP):** Selectman Crick Owen moved the Affirmative Statement for the Deferred Retirement Option Plan known as DROP be adopted (att.). Selectman Capeci seconded. DROP was part of a negotiated benefit in the Police contract adopted by the prior Board of Selectmen. This motion puts that benefit into action. Mr. Tait said the program gives a seasoned employee the opportunity to work longer, rather than retire. The pension benefit is calculated and frozen when the DROP program begins. The employee can work up to five years in the DROP program, but no more than 35 years in the career. The frozen funds will be put in ICMA. Mr. Tait explained the Board of Selectmen are trustees for the Pension Plan, of which the DROP accounts remain a part of.
5. **Tentative 2019-2020 Budget Timetable:** no action; (att.). There was discussion about the CIP. Selectman Capeci asked that a resolution be considered asking the Legislative Council and the Board of Finance to consider certain amendments. First Selectman Rosenthal suggested Selectmen Capeci prepare thoughts for the next agenda.
6. **Appointments/Reappointments/Vacancies/Openings:** Selectman Crick Owen moved to refer John Madzula, II, (R), to the Conservation Commission for consideration to fill the vacancy on the commission to expire 12/31/19. Selectman Capeci seconded. First Selectman Rosenthal noted the vacancy exceeds 45 days. Mr. Madzula was vetted and recommended through the Republican Town Committee.
7. **Driveway Bond Release/Extension:** none.

Board of Selectmen
September 4, 2018

8. Tax Refunds: Selectman Crick Owen moved the September 2018 Tax Refunds, Refund 3, 2018/19 in the amount of \$6,646.37. Selectman Capeci seconded. All in favor.

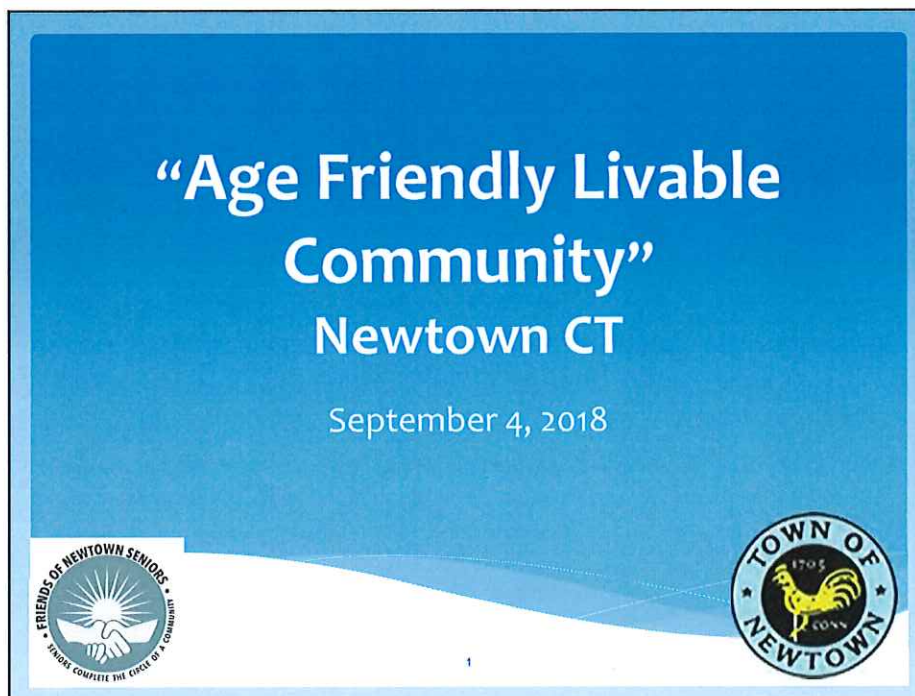
VOTER COMMENTS: none.

ANNOUNCEMENTS: none.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting adjourned at 8:50p.m.

Att: Age Friendly Livable Community, 9/4/18; Excerpts and Resolution; Transfer; Affirmative Statement for Deferred Retirement Option Plan (DROP); tentative 2019-2020 budget timetable;

Sue Marcinek, Clerk



Friends of Newtown Seniors (FONS)

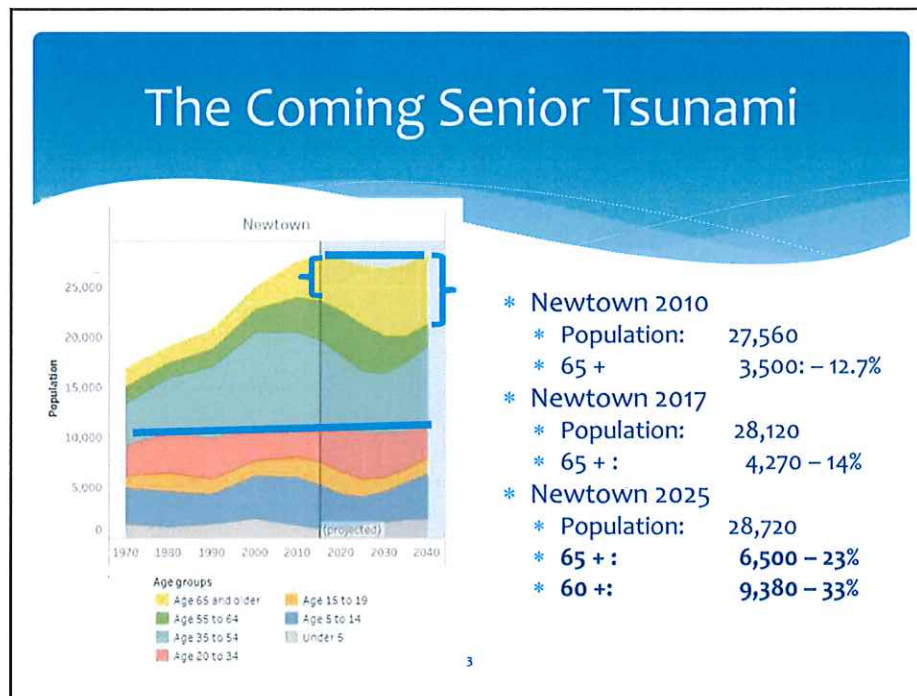
Friends of Newtown Seniors (FONS) is an all-volunteer nonprofit group dedicated to helping the Newtown community address issues that affect the lives and well-being of seniors. It was born out of and continues to be inspired by two important ideas:

- * That more could be done for, and by, the growing senior population.
- * That the needs of seniors could best be met by working collaboratively with other organizations, and by being creative about filling the gaps.

FONS has grown through cooperation between and among many organizations

Maplewood Senior Living,	Newtown Commission on Aging,	Newtown Center for Support and Wellness,
Visiting Angels Home Care	AARP Connecticut	Bagel Delight,
Chamber of Commerce,	NYA.	Danbury Sports Dome
Parks and Recreation,	Ingersoll Auto	
Newtown Social Services,	Newtown Savings Bank,	
Newtown Family and Children's Services,	On the Mend of Southfield,	
	Edmond Town Hall,	





Age Friendly Livable Community

1. AARP Livable Communities supports the efforts of neighborhoods, towns, cities and rural areas to be great places for people of all ages.
2. A network of communities sharing information
3. Not an award or a designation
4. Uses World Health Organization (WHO) resources



WHO Global Network
for Age-friendly Cities
and Communities




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Newtown Age Friendly Livable Community Initiative

- * November 2016 Commission on Aging
- * December 2016 First Selectman application to AARP Livable Community Network
- * April 2017 - Board of Selectman approval
- * April 28, 2018 Town Workshop
Needs, gaps and opportunities
- * August 7, 2018 Work Session: Prioritize and Volunteers
- * September 2018 Board of Selectmen



WHO Global Network
for Age-friendly Cities
and Communities

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Importance Of This Project The Value Proposition

- * Better Quality of Life for all Age Groups,
not just Seniors & Boomers
- * Improved Emotional View of the Community & Town Activities
- * Awareness of the Importance of Cross-Generational or Inter-Generational Activities
- * Enhanced Value of Real Estate
- * Improved Market for Professionals & Commercial Establishments - Realtors, Doctors & Medical, etc.
- * Improved Health Status

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Request of the Board of Selectmen

1. Facilitate access to town staff, commissions, and data
2. Give consideration of senior needs and capabilities in developing plans and actions
3. Recognize needs for funding senior related initiatives
During the normal budgeting cycles
4. Be willing to receive senior perspective companion documents to the PODC
5. Cultivate an environment for open and innovative discussion and action on senior consideration
6. Focus on “We can if ...” not “We cannot because ...”

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Workshop Report

April 28, 2018
Newtown High School Cafetorium

Age Friendly Livable Community

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Goals and Objectives

pages 12 - 26

136 Objectives Over 8 Domains

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* Domain 2 Transportation	15
* Domain 3 Housing	16
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* Domain 6 Civic Participation and Employment	21
* Domain 7 Communication and Information	23
* Domain 8 Community & Health Services	25

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What Are the Priorities?

Area	Dots
D.2. Communications strategy: to seniors and from seniors.	8
A.3. Chore services available	7.5
A.6. Affordable living in Newtown	7
C.1. Newtown seniors distribution list (email and postal addresses)	7
A.2. Transportation services	6
A.5. Availability of health and medical services	5
C.5. Home bound outreach and service programs	5
B.4. Senior's income producing endeavors	4
C4. Information phone number for town services & opportunities	4

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Possible CIP Impact

No New Requests for 2019 - Some are already in the CIP

- A. "Complete Streets" implementation
- B. Sidewalks
- C. Park lighting, benches, picnic tables
- D. Park lavatories and drinking fountains
- E. Signage
- F. Pickle Ball and Bocci courts
- G. Clear Trail from Monroe thru Newtown
- H. Outdoor amenities at the Senior Center
- I. Drop-off/Pick-up locations at town buildings
- J. Hearing Assist Loops in town meeting spaces
- K. Expanding bus service
- L. Interactive kiosks, bulletin boards and/or televisions in town buildings
- M. Telephone system expansion
- N. Health Facility at Fairfield Hills

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Other Summary Items

page 9

Companions to the POCD

- * Housing
- * Transportation
- * Sidewalks
- * Bikes – Pedestrians
- * Trails Including mountain bikes
- * Fairfield Hills

Related Newtown Initiatives

- * **Healthy Community**
initiative led by CSW involving many town agencies and community organizations
- * **Sustainable Community**
effort led by the Sustainable Energy Commission in conjunction with Sustainable CT program

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Groupings of Goals & Objectives

page 7

A. Aging In Place

1. Modifications to homes for senior living
2. Transportation services
3. Chore services available
4. Single level housing
5. Availability of health and medical services
6. Affordable living in Newtown

B. Having Accessible Things To Do

1. Outdoor and active living programs
2. Educational and crafts programs
3. Social, games and entertainment offerings
4. Senior's income producing endeavors
5. Visible volunteer opportunities for seniors

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Groupings of Goals & Objectives

page 8

C. Being Connected

1. Newtown seniors distribution list (email and postal addresses)
2. Senior participation in the array of things to do in town
3. Match interests to volunteer opportunities
4. An information phone number for town services and opportunities
5. Programs to reach-out and service the home bound

D. Senior Infrastructure

1. Sidewalks, building access, and streets accommodating for seniors
2. Communications strategy: to seniors and from seniors.
3. Visibility of senior's contributions
4. Awareness of senior needs and perspectives in town governance
5. Town organization and activity repository

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Initiatives Underway

- A. Create a Newtown seniors distribution list (email and postal addresses)
Prelude to Communications Strategy
- B. Conduct a study of current transportation services
Prelude to Transportation Services
- C. Hold regular meetings between School System and Seniors
In part a First step towards Affordable Living in Newtown
- D. Bring Habitat for Humanity to Newtown
Part of Affordable living in Newtown
- E. Investigate the RUOK system to check in on seniors
Initial Programs to reach-out and service the home bound
- F. Senior/Volunteer spotlight or column in The Bee
- G. Submit program ideas to the COA New Senior Center Program Sub Committee
- H. Conduct First Responder training for dementia

Request of the Board of Selectmen

1. Facilitate access to town staff, commissions, and data
2. Give consideration of senior needs and capabilities in developing plans and actions
3. Recognize needs for funding senior related initiatives
During the normal budgeting cycles
4. Be willing to receive senior perspective companion documents to the PODC
5. Be open to change
6. Cultivate an environment for open and innovative discussion and action on senior consideration
7. Focus on “We can if ...” not “We cannot because ...”

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Excerpt for Minutes of Board of Selectmen Meeting
Held September 4, 2018

A meeting of the Board of Selectmen of the Town of Newtown was held in the Council Chamber of the Newtown Municipal Center, 3 Primrose Street, Newtown, CT on September 4, 2018, 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.), the warning and notice thereof in the form set forth below, for the purpose of a vote by the electors and qualified voters of the Town for the approval or disapproval of the following question:

1. Shall the resolution entitled "Resolution Providing For A Special Appropriation In The Amount Of \$14,800,000 For The Acquisition Of Buildings And Land And The Construction And Development Of A New Police Station, As Authorized In The Capital Improvement Plan (2018-19 to 2022-23) And Authorizing The Issuance Of \$14,800,000 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 Chapter 152 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 to be held in conjunction with the general election to be held Tuesday, November 6, 2018, between the hours of 6:00 A.M. and 8:00 P.M. (E.T.) for the purpose of voting on the following question:

1. "Shall the resolution entitled 'Resolution Providing For A Special Appropriation In The Amount Of \$14,800,000 For The Acquisition Of Buildings And Land And The Construction And Development Of A New Police Station, As Authorized In The Capital Improvement Plan (2018-19 to 2022-23) And Authorizing The Issuance Of \$14,800,000 Bonds Of The Town To Meet Said Special Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Legislative Council on August 29, 2018, be approved?"

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

"Shall the \$14,800,000 appropriation and bond authorization for the construction and development of a new police station, including the acquisition of buildings and land at 191 South Main Street and 61 Pecks Lane, 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. until 8:00 P.M. (E.T.). Electors entitled to vote as aforesaid will cast their votes at Head O' Meadow Elementary School, 94 Boggs Hill Road., Newtown or Newtown Middle School, 11 Queen Street, Newtown, or Reed Intermediate School, 3 Trades Lane., Newtown

Qualified voters will be entitled to cast their votes at the Town Clerks Office, 3 Primrose Street, Newtown.

Said vote is being held pursuant to Section 6-35 (g) of the Town Charter and Chapter 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 4th day of September 2018.

Published in _____
on _____, 2018.

Debbie A. Halstead, Town Clerk

Received for Record
this _____ day of
_____, 2018.

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

First Selectman Rosenthal thereupon declared the motion carried and the resolution adopted.

* * *

RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION IN THE AMOUNT OF \$14,800,000 FOR THE ACQUISITION OF BUILDINGS AND LAND AND THE CONSTRUCTION AND DEVELOPMENT OF A NEW POLICE STATION, AS AUTHORIZED IN THE CAPITAL IMPROVEMENT PLAN (2018-19 TO 2022-23) AND AUTHORIZING THE ISSUANCE OF \$14,800,000 BONDS OF THE TOWN TO MEET SAID SPECIAL APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLVED:

Section 1. The sum of \$14,800,000 is a special appropriation made pursuant to Chapter 6, Section 6-35 of the Town Charter of the Town of Newtown (the "Town") for the acquisition of buildings and land, located at 191 South Main Street and 61 Pecks Lane, and the construction and development of a new police station, including, but not limited to, surveys, site testing and development, environmental remediation, selective demolition, building construction, bonds and insurances, general conditions, construction manager fees, design fees, materials testing, utility back charges, moving, reproduction expenses, owner provided services and material, furniture, fixtures, or other equipment, communications equipment, security, access control, closed circuit television (CCTV), information technology (IT), audio visual (AV) equipment, as authorized in the Capital Improvement Plan (2018-19 to 2022-23) and for selling, engineering, technical support services during construction, administrative, printing, advertising, legal and financing costs related thereto (collectively, the "Project"), said appropriation to be inclusive of any and all State and Federal grants-in-aid thereof.

Section 2. To meet said appropriation, \$14,800,000 bonds of the Town, or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the Financial Director, and the amount of bonds of each series to be issued shall be fixed by the Financial Director, in the amount necessary to meet the Town's share of the cost of the Project determined after considering the estimated amount of State and Federal grants-in-aid of the Project, or the actual amount thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing, legal and financing costs of issuing such bonds. The bonds shall be in the denomination of \$5,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the First Selectman and the Financial Director, bear the Town seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including the approval of the rate or rates of interest shall be determined by the First Selectman and the Financial Director, in accordance with the Connecticut General Statutes.

Section 3. Said bonds shall be sold by the First Selectman and the Financial Director in a competitive offering and the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. To the extent required by the Charter of the Town of Newtown, bids shall be solicited from at least three lending institutions. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a

recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds.

Section 4. The First Selectman and the Financial Director are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the First Selectman and the Financial Director, have the seal of the Town affixed, be payable at a bank or trust company designated by the First Selectman, be approved as to their legality by Robinson & Cole LLP, Hartford, Connecticut, and be certified by a bank or trust company designated by the First Selectman pursuant to Section 7-373 of the Connecticut General Statutes. The notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The First Selectman or his designee is hereby authorized, in the name and on behalf of the Town to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Project and is further authorized to expend said funds in accordance with the terms hereof and in connection therewith, to contract in the name of the Town with sellers, engineers, contractors and others.

Section 6. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds or bond anticipation notes or other obligations ("Tax-Exempt Obligations") authorized to be issued by the Town. The Tax-Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Financial Director or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of Tax-Exempt Obligations, and to amend this declaration.

Section 7. The First Selectman and the Financial Director are hereby authorized, in the name and on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 8. The First Selectman is hereby authorized, in the name and on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution.

**TOWN OF NEWTOWN
APPROPRIATION (BUDGET) TRANSFER REQUEST**

8/30/18

Account		Amount	
FROM:	1-101-11-150-5110-0000SALARIES & WAGES - FULL TIME	(12,500)	USE NEGATIVE AMOUNT ↓
	1-101-11-140-5110-0000SALARIES & WAGES - FULL TIME	(10,000)	
	1-101-13-500-5110-0000SALARIES & WAGES - FULL TIME	(18,500)	
	1-101-16-550-5110-0000SALARIES & WAGES - FULL TIME	(5,000)	
	1-101-24-570-5899-0000CONTINGENCY	(14,000)	
	.		
	.		
	.		
	.		
	.		
TO:	1-101-11-205-5301-0000FEES & PROFESSIONAL SERVICES	50,563	USE POSITIVE AMOUNT ↓
	1-101-11-205-5445-0000SOFTWARE/HARDWARE MAINTENANCE FEES	9,437	
	.		
	.		
	.		
	.		

REASON:

Current accounting/payroll/human resource system (phoenix - shared by Town & BOE) is outdated and is not being supported by the software company anymore. The software company, PowerSchool, has offered the Town a robust, modern accounting/payroll/human resource system called eFinance. The annual fee is more than phoenix but no where near other popular systems. The BOE has already committed to eFinance. Total 2018-19 cost is \$60,000 (\$67,225 total cost; less \$10,538 credit for 2018-19 payment to phoenix plus estimated travel for training of \$3,313. Annual ongoing fees total \$26,725 (starting 2019-20). See attached for detail. Savings in salary accounts are due to vacancies and the time it takes to fill them.

AUTHORIZATION:

(1) DEPARTMENT HEAD

(2) FINANCE DIRECTOR

(3) SELECTMAN

(4) BOARD OF SELECTMEN

(5) BOARD OF FINANCE

(6) LEGISLATIVE COUNCIL

date:

8-30-18

8/30/18

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

AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6)

ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF

Summary: Finance/HR/ERP eFinancePLUS



Built-in Safeguards

System intelligence flags discrepancies for human review, eliminating costly errors



Efficient Workflows

Designed for You
Make the system work the way you want it to with customized workflows



Control User Access

Improve collaboration, empower employees to get their jobs done, and ensure security and protection



Easy to Use

Requires no technical background and can be used collaboratively by all employees across departments

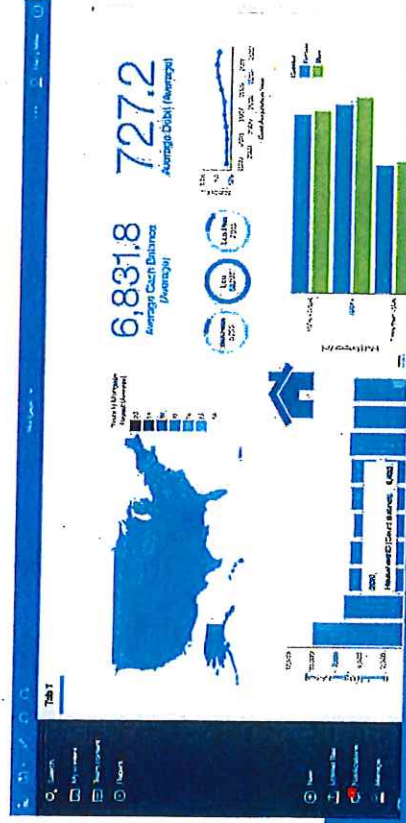
Advanced Reporting & Analytics with IBM Cognos



IBM Cognos 11
Intelligence Unleashed

Smarter Decisions. Better Results.

*"Data is useless, it's
what you do with it
that counts."*



PowerSchool

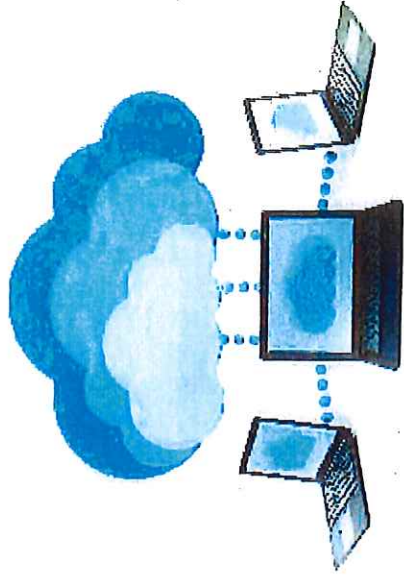
Future-Ready Software

- eFinancePLUS utilizes the latest technologies available



Cloud-Based Application Deployment

- eFinancePLUS is hosted on PowerSchool's servers – SaaS (Software as a Service)
 - Less burden on IT Department
 - Updates are more efficient
 - Backups are maintained
 - Connect securely from anywhere



** Moving to Microsoft Azure cloud hosting*

Ease of Use

- eFinancePLUS allows you to work efficiently and keeps you informed
 - Customizable notifications for Purchasing, General Ledger, Accounts Payable, HR
 - Manage daily fiscal operations with simple processing centers and helpful wizards
 - Use this year's fiscal information to produce multiple versions of next year's budget
 - Easily generate state and federal regulatory reports
 - Empower employees with a convenient portal/app for accessing payroll and personnel info
- Quickly and accurately handle complex district payrolls using a step-by-step wizard
- Execute hundreds of out-of-the-box reports on demand



eFinancePLUS Implementation Model





PowerSchool Group LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-127039-1
Quote Expiration Date: 9/28/2018

Prepared By: Aster Laleman
Customer Name: Newtown Municipal Center
Enrollment: 1
of Schools: 1.00
Contract Term: 36 Months
Start Date: 9/28/2018
End Date: 9/27/2021

Customer Contact: Robert Tait
Title: Director of Information Technology
Address: 3 Primrose St.
City: Newtown
State/Province: Connecticut
Zip Code: 6470
Phone #: 203-270-4221

Product Description	Quantity	Unit	Unit Price	Extended Price
License and Subscription Fees				
eFinancePLUS Financial Acctg Base Annual SaaS Fee	1.00	Students	USD 19,975.00	USD 19,975.00
Personnel Budgeting Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Fixed Assets Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
eFinancePLUS HR Base Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Employee Benefits Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Regulatory Reporting Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Mobile Connector Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Salary Projections Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Employee Access Center Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Mobile Employee Module Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Purchasing Card Interface Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Cognos Bundle; eFP Bundle Annual Fee	1.00	Each	USD 0.00	USD 0.00
Four J's Unlimited User License Annual Fee	1.00	Each	USD 0.00	USD 0.00
Optio Annual Fee	1.00	Each	USD 0.00	USD 0.00
MKS SysAdmin Toolkit/Connectivity Annual Fee	1.00	Each	USD 0.00	USD 0.00
PunchOut Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Position Control Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00

License and Subscription Totals: USD 19,975.00

Professional Services and Setup Fees

eFinancePLUS Keys to Ownership 2 for 1 Promotion	20.00		USD 105.00	USD 2,100.00
eFinancePLUS Fund AcctgManagement Implementation T&M	48.96	Hour	USD 187.50	USD 9,180.00

eFP Human Resources Management & Payroll Implementation T&M	57.92	Hour	USD 187.50	USD 10,860.00
eFinancePLUS Project Management T&M	16.00	Hour	USD 210.00	USD 3,360.00

Professional Services and Setup USD 25,500.00
 Fee Totals:

Training Services

eFP Fund Acctg Mgmt Training Seminar Subscription	1.00	Students	USD 2,250.00	USD 2,250.00
eFP Human Resources Mgmt & Payroll Training Subscription	1.00	Students	USD 2,250.00	USD 2,250.00
eFP Additional Modular Training Seminar Subscription	1.00	Students	USD 2,250.00	USD 2,250.00
eFinancePLUS Training (Travel not Included)	10.00	Each	USD 1,500.00	USD 15,000.00

Training Services Total: USD 21,750.00

Quote Total

Total Discount:	USD 6,751.44
Year One Total:	USD 67,225.00

Annual Ongoing Fees

eFinancePLUS Financial Acctg Base Annual SaaS Fee	1.00	Students	USD 19,975.00	USD 19,975.00
Personnel Budgeting Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Fixed Assets Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
eFinancePLUS HR Base Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Employee Benefits Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Regulatory Reporting Annual SaaS Fee-Incl in Base	1.00	Students	USD 0.00	USD 0.00
Mobile Connector Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Salary Projections Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Employee Access Center Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Mobile Employee Module Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Purchasing Card Interface Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Cognos Bundle: eFP Bundle Annual Fee	1.00	Each	USD 0.00	USD 0.00
Four J's Unlimited User License Annual Fee	1.00	Each	USD 0.00	USD 0.00
Optio Annual Fee	1.00	Each	USD 0.00	USD 0.00
MKS SysAdmin Toolkit/Connectivity Annual Fee	1.00	Each	USD 0.00	USD 0.00

PunchOut Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
Position Control Annual SaaS Fee	1.00	Students	USD 0.00	USD 0.00
eFP Fund Acctg Mgmt Training Seminar Subscription	1.00	Students	USD 2,250.00	USD 2,250.00
eFP Human Resources Mgmt & Payroll Training Subscription	1.00	Students	USD 2,250.00	USD 2,250.00
eFP Additional Modular Training Seminar Subscription	1.00	Students	USD 2,250.00	USD 2,250.00

Annual Ongoing Fees Total: **USD 26,725.00**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable PowerSchool Licensed Product and Services Agreement.

This Quote is subject to and incorporates the terms and conditions for the applicable product(s) located at: <https://www.powerschool.com/3rd-party-software/>

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at <https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/>

POWERSCHOOL GROUP, LLC
Data Privacy Rider
(Connecticut)

This Data Privacy Rider ("Rider") amends the terms of the Licensed Product and Services Agreement ("Agreement") entered into by and between PowerSchool Group, LLC ("PowerSchool") and the school, school district, or other entity licensing the Licensed Product ("Licensee").

Whereas

, the Connecticut General Assembly passed Public Act 16-189 (as amended), "An Act Concerning Student Data Privacy" ("Act") that delineates specific protections of student information in all contracts involving the use of such information; and

Whereas

, it is the intent and desire of the parties to comply fully with the Act; and

Whereas

, the parties wish to comply with Act by the means least disruptive to existing contractual arrangements;

Therefore

, the parties agree as follows:

1. Term

1.1. This Rider is effective as of the executed date below, and shall terminate upon the termination of the Licensed Product and Services Agreement.

2. Definitions

2.1. The terms "directory information," "de-identified information," "personally-identifiable information," "school purposes," "student information," "records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189, as amended.

2.2. The terms "education records" shall be as defined by the Family Educational Rights and Privacy Act of 1974, ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 -99.67 (as amended).

2.3. Capitalized terms not explicitly defined in this Rider shall retain the definitions provided within the Agreement.

3. Purpose

3.1. The Parties agree that the purpose of this Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to PowerSchool in connection with PowerSchool's provision of services pursuant to the Agreement.

4. Data Ownership and Control

4.1. All student data provided or accessed pursuant to this Agreement is and remains under the control of the Licensee. All student data are not the property of, or under the control of, PowerSchool.

4.2. The Licensee may request that PowerSchool delete student data in PowerSchool's possession by sending such request to PowerSchool by electronic mail. PowerSchool will delete the requested student data within a reasonable time of receiving such a request.

4.3. During the entire effective period of this Rider, the Licensee shall have control of any and all student data provided to or accessed by PowerSchool. If a student, parent or guardian requests deletion of student data, PowerSchool agrees to notify the Licensee as soon as reasonably possible and agrees to not delete such student data because it is controlled by the Licensee.

4.4. PowerSchool shall not use student data for any purposes other than those authorized in the Agreement, and may not use student data for any targeted advertising.

4.5. If PowerSchool receives a request to review student data in PowerSchool's possession directly from a student, parent, or guardian, PowerSchool agrees to refer that individual to the Licensee and to notify the Licensee as soon as reasonably possible. PowerSchool agrees to work cooperatively with the Licensee to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with PowerSchool, and correct any erroneous information therein.

4.6. PowerSchool shall not sell, rent or trade student data.

4.7. Notwithstanding Paragraph 4.6, PowerSchool shall have the right to assign this Rider or rights hereunder or delegate obligations to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of PowerSchool hereunder.

5. Data Security

5.1. PowerSchool shall implement and maintain security procedures and practices designed to protect student data from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access,

5.1.1. Use technologies and methodologies that are consistent with the guidance issued pursuant to American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932, as amended from time to time,

5.1.2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and

5.1.3. Otherwise meet or exceed industry standards.

5.2. PowerSchool shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, pursuant to the Agreement.

5.3. The Licensee and PowerSchool shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended.

6. Data Retention

6.1. PowerSchool shall not retain, and the Licensee shall not otherwise make available, any student data upon completion of the contracted services.

6.2. Subject to the foregoing, upon completion of the contracted services, to be determined mutually by the Licensee and PowerSchool, original student data will be destroyed. By mutual agreement, PowerSchool may keep such de-identified student information or aggregated student information for improvement of PowerSchool's services. Destruction of original student data will be confirmed with the Licensee upon completion.

7. Data Breach

7.1. A. Upon the discovery by PowerSchool of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, PowerSchool shall provide notice to the Licensee as soon as reasonably possible, but not more than thirty (30) days after such discovery ("Notice"). The Notice shall be delivered to the Licensee and shall include the following information, to the extent known at the time of notification:

7.1.1. Date and time of the breach;

7.1.2. Names of student(s) whose student data was released, disclosed or acquired; and

7.1.3. The nature and extent of the breach;

7.2. Upon discovery by PowerSchool of a breach, PowerSchool shall conduct an investigation and reasonably restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Licensee with a detailed notice of the breach, including but not limited to:

7.2.1. the date and time of the breach;

7.2.2. name(s) of the student(s) whose student data was released, disclosed or acquired;

7.2.3. nature and extent of the breach; and

7.2.4. measures taken to ensure that such a breach does not occur in the future.

7.3. PowerSchool agrees to cooperate with the Licensee with respect to investigation of the breach and to reimburse the Licensee for costs associated with responding to the breach, including but not limited to the costs relating to notifications as required by Public Act 16-189.

7.4. Notwithstanding the breach notifications required in this Section, PowerSchool shall provide the Licensee with a copy of the notification that it provides to a student or the parents or guardians of such student pursuant to Public Act 16-189. The copy of such notice shall be provided to the Licensee by electronic mail on the same date that it is provided to the student or parents or guardians of such student. The Parties agree that the following information shall be included in PowerSchool's notice of breach to a student or parent or guardian of a student:

7.4.1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

7.4.2. Date and time of the breach.

8. Other Provisions

8.1. The laws of the state of Connecticut shall govern this Rider.

8.2. The terms and provisions of this Rider will amend and/or supersede conflicting terms in any other contract between the parties, whether such contract be express or implied, written or unwritten, existing or yet to be formed.

8.3. This Rider shall be interpreted so as to give effect to the parties' mutual intent that all their contractual relationships comply with Connecticut P.A. 16-189, as amended.

8.4. This Rider is not binding unless executed by the Board of Education of the Licensee.

8.5. The individual executing this Rider on behalf of PowerSchool represents that he or she is authorized by PowerSchool to do so.

8.6. If any provision of this Rider or its application is held invalid by a court or other tribunal of competent jurisdiction, such invalidity will not affect other provisions or applications of the Rider that can be given effect without the invalid provision or application.

8.7. The parties understand and agree that pursuant to the Act, notice and a description of this agreement will be provided to the parent(s)/guardian(s) of affected students and, in addition, the contract will be posted on the Licensee's website.

IN WITNESS WHEREOF,

the parties' authorized signatories have duly executed this Quote and Rider on the date set forth below.

POWERSCHOOL GROUP, LLC

NEWTON MUNICIPAL CENTER

Signature

Signature

Authorized Representative Name (Print)

Authorized Representative Name (Print)

Title

Title

Date

Date

**AFFIRMATIVE STATEMENT (ADDENDUM)
FOR DEFERRED RETIREMENT OPTION PLAN (DROP)**

RESOLUTION OF TOWN OF NEWTOWN, CONNECTICUT (the "Employer").

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a DROP plan benefits employees by providing funds for retirement and funds for their beneficiaries in the event of death; and

WHEREAS, the Employer desires that its DROP plan be administered by ICMA Retirement Corporation and that the funds held in such plan be invested in the VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans; and

WHEREAS, the Employer has established a DROP plan (the "Plan") in the form of the Plan and Trust provided by the Employer; and such plan is maintained for the exclusive benefit of eligible employees and their beneficiaries.

NOW THEREFORE BE IT RESOLVED that the Employer hereby adopts the Declaration of Trust of the VantageTrust, attached hereto, intending this execution to be operative with respect to the Plan and any successor retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the VantageTrust; and

BE IT FURTHER RESOLVED that the Board of Selectmen of the Employer hereby agree to serve as trustee under the Plan and to invest funds held under the Plan in the VantageTrust; and

BE IT FURTHER RESOLVED that the Human Resource Administrator shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or the VantageTrust; shall cast, on behalf of the Employer, any required votes under the VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

BE IT FURTHER RESOLVED that the Employer hereby authorizes its Finance Director to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

By: _____ Date _____
 (Signature)
First Selectman

 (Title)

As recited in the Declaration of Trust, VantageTrust Company is the sole Trustee of the VantageTrust, not the Board of Selectmen. The Board of Selectmen, however, are trustees for the Pension Plan, of which the DROP accounts remain a part and, therefore, the Affirmative Statement is reciting that they are trustees for the "DROP plan". Keep in mind though that the "DROP plan" is not another retirement plan; it is simply a new distribution option for the participants in the Police Pension Plan. The Board of Selectmen, as trustees for the Pension Plan, are redirecting the DROP funds from the Pension Trust to the VantageTrust and directing the Trustee of VantageTrust to invest the assets of the DROP accounts in accordance with the investment directions received from the DROP participants.



TOWN OF NEWTOWN
OFFICE OF THE FINANCE DIRECTOR

2019 - 2020 TENTATIVE BUDGET TIMETABLE

October 24, 2018	Departments Receive Budget Instructions.
December 10, 2018	Completed Budget Forms to the Finance Director.
December 11 – January 07, 2019	First Selectman/Finance Director budget review with departments
January 08 – February 08, 2019	Departments meet with Board of Selectmen.
February 11, 2019	Board of Selectmen submit Budget to the Board of Finance (no later than the 14 th)
February 14, 2019 (Thursday)	Board of Finance holds a public hearing on the Board of Selectmen and Board of Education proposed Budgets (no later than March 7 th). (Publish 5 days prior to hearing: 2/08/19)
March 06, 2019	Board of Finance submits Budget to the Legislative Council (no later than March 14 th).
March 20, 2019 (Wednesday)	Legislative Council holds a Public Hearing on the Proposed Board of Finance Recommended Budget (no later than March 28 th). (Publish 5 days prior to hearing: 3/15/19)
April 03, 2019	Legislative Council Adopts Budget (no later than second Wednesday in April)
April 23, 2019 (Tuesday)	The Annual Budget Referendum (4 th Tuesday of April) (Publish 4/12/19)