

**LEGISLATIVE COUNCIL REGULAR MEETING
COUNCIL CHAMBERS, 3 PRIMROSE STREET, NEWTOWN, CT
WEDNESDAY, JANUARY 3, 2024**

MINUTES

PRESENT: Jordana Bloom, Laura Miller, Steve Hinden, Keith Alexander, Tom Long, Ben Ruben, Derek Pisani, Jennifer Nicoletti, John Zachos, Chris Gardner, Heather Dean, Eric Paradis

ALSO PRESENT: First Selectman Jeff Capeci, Finance Director Bob Tait, BOE Facilities Director John Barlow, BOE Chair Alison Plante, Community Center Commission Chair Kinga Walsh, Community Center Director Matt Ariniello, and four members of the public

CALL TO ORDER: K. Alexander called the meeting to order with the Pledge of Allegiance at 7:30pm.

VOTER COMMENT: None

MINUTES: J. Bloom moved to approve the minutes of the 12/20/23 meeting, H. Dean seconded. Motion passes with one abstain (Paradis).

COMMUNICATIONS: K. Alexander said the Library will have representation at the next LC meeting.

COMMITTEE REPORTS: K. Alexander will start the meetings so that each subcommittee can meet and schedule meetings as required.

FIRST SELECTMAN'S REPORT: First Selectman Capeci reported that he is meeting with department heads regarding the budget. He will be presenting the budget at the 1/16/24 BOS meeting. Ross Carley, FFH Authority Chair, is hopeful that they will hear about the historic tax credits by the end of the month.

UNFINISHED BUSINESS

2024-25 to 2028-28 CIP – (Questions asked by council members and answered by department heads/commissions is attached) Alison Plante and John Barlow of the BOE answered questions regarding the BOE CIP. John Barlow explained that when the camera system was purchased it was purchased with a 10 year licensing agreement. The life expectancy of the cameras is 15 years. If we want to extend the licensing agreement for 5 years it would maximize the useful life which would be a maximum of \$371,000. John Barlow also clarified that the generators for the firehouses are \$280,000 for 4 generators that are 2/3rd smaller than the request for the Middle School. The \$200,000 generator for the Middle School is 175 Watt.

Matt Ariniello and Kinga Walsh answered questions for the Community Center CIP requests. Matt Ariniello explained that there are 6 projects in the CIP and 3 are shared costs with the Town. The projects with town share are the auxiliary HVAC over the aquatics, electric dividing wall and plaster/tile in the pool area. Kinga Walsh explained that having the Community Center self-sustaining was a paramount concern of the residents. The largest project is the aquatics HVAC which is undersized. They have worked with the Health Department to make sure the patrons are safe.

The dividing walls currently are very heavy and a danger to those moving them. When the CC opened the doors they took over the meetings that were once held at Town Hall South and the Old Senior Center (MPC). The electric walls were value engineered out. Currently there are almost 7,000 members at the Community Center and the special revenue fund is just under \$5 million dollars. This year they have \$500,000 in projects coming out of that fund. They are concerned that if they keep picking at the reserve fund and membership falls, they will not be able keep up with the operating budget. There is a health concern if the HVAC unit shuts down. The aquatic center features a splash pad which features are creating extra condensation. To get the equipment for the HVAC is 16 months out. Matt Ariniello would like to get the ball moving and have the project sent to Public Building and Site to do a RFQ. The funds requested would be coming from Capital non-recurring. Bob Tait will do a full report on that account at the next meeting. The balance of what is in the CIP is \$1.5 million which will come out of the special reserve fund. Chris Gardner said there is no question that the HVAC needs to be replaced but struggling with the funding. He asked if there was consideration of moving the splash pad enhancement out a year and use the funds for the HVAC. Matt Ariniello responded that all the projects that they are requesting funding on were value engineered out of the construction. Bob Tait responded that the splash pad is a want but it is tied to a revenue program which is the summer program. Since the pandemic they have seen the need in town for child care and it is provided a revenue stream.

Bob Tait provided an update on the ARP Funds up till January 1, 2024 (att.).

Bob Tait provided the latest bond settlement letter as an illustration of what a bond premium is (att.). A bond premium is part of a bond settlement in times of low interest rates. Bond interest rates on the bonds themselves do not necessarily correspond to the market. In times of low interest rates the rates on the bonds are higher to make them attractive. However the bond buyer pays a premium at the time of the bond sale. The Town receives the premium at the time of the sale. The premium is put into the debt service fund. Funds in the debt service fund are used to offset debt service payments in the general fund. They are typically used in years with higher project amounts to essentially flatten the bond payment curve.

K. Alexander explained that they are scheduled to vote on the CIP at the next meeting. Bob Tait pointed out that year one is a non-bonding year and the CIP is a plan. Once it is approved there is no spending power. When the project comes for funding, it will need to go through the process of being approved by the BOS, BOF and the LC.

NEW BUSINESS

Resolution: \$100,000 for Motor Vehicle Tax Recovery Relating to Out of State License Plates (att.) – J. Bloom moved a resolution to appropriate \$100,000 for motor vehicle tax recovery relating to out of state license plates residing in Newtown to be funded from the Capital & Non-recurring fund. B. Ruben seconded. Where the car is garaged is where it should be taxed. There were concerns about privacy, security of data and the collection method. It is easy to target homes without a garage, apartments and condos. How are they going to ensure that they are going to fairly assess throughout town. When legal reviews the contract they will be directed to make sure that securing the data is addressed. Danbury uses the same company and they have a significant amount of success. The funds requested will be used to

pay the company 40% of the taxes that are put on the tax roll. They cannot take the money directly from the taxes. There will be a representative at the next meeting to answer their questions/concerns.

J. Bloom moved to table the motion. S. Hinden seconded, motions passes 10 YES to 2 NO (Ruben, Nicoletti)

Voter Comment – Jean Coville Dawe, 2 Madison Drive – She has recently started going to the Newtown Community Center and also a member of the Community Center Commission. The Community Center has an incredible amount to offer to the community. We have a responsibility for the children of today and give them a place where they can play. When you are considering what the Community Center needs, think about what the community needs as a whole, young and old. Asking to support the Community Center.

Announcements – K. Alexander reminded everyone that the 2024 newly elected officials workshop in Rocky Hill on Saturday.

Having no further business, the meeting was adjourned at 9:20pm.

*Respectfully submitted,
Arlene Miles, Clerk*

Attachment: CIP Q&A, CC HVAC evaluation, ARP funds, debt forecast schedule, Capital Tax Recovery process

2024-25 TO 2028-29 CIP

LC Questions

1. With ARPA funds supporting some projects, could the Council receive a list of all approved ARPA supported projects and how much funding remains unallocated?
-to be discussed at 1/3 meeting
2. In the fiscal years ending June 25' and June 28' there is a premium applied from the Debt Service Fund. Could Bob provide a little background on what this is and why it happens.
-to be discussed at 1/3 meeting
3. Under Economic Development, the line item for Town Match ends after year 8. I know we are really only looking at years 1-5 but is there a reason the match is not included in years 9 and 10?
-BobT: As far as the town match amount of \$200,000 a year, we meant to put it in every year (just in case a major grant comes up with a town match.....so it is a placeholder).
4. There are 3 Community Center projects receiving a total of \$450,000 for HVAC, Dividing Walls and Pool Plastering. What is the balance of the Center's reserve fund? Should we consider having them spend reserve funds before putting items on the taxpayers with bonding?
-to be discussed at 1/3 meeting
5. With the BOE in the 28/29 year there is a scheduled District Wide Security Camera Upgrade. Can we get some information on this such as the age of the current system and what went into putting together the cost estimate?
-John Barlow: The security cameras are in year 6 of a 10 year contract for maintenance. By year 10 the cameras will be obsolete and not supported by manufacturing company. They will need to be replaced/upgraded to provide continued protection for the community.
-awaiting further information on cost, if available
6. The Middel School is scheduled to replace a generator and transfer switch in the year 27/28. The Fire Department has a similar project for 4 firehouses in 28/29. I'm not familiar with the projects but 2 thoughts come to mind.
 - a. How is the fire department doing 4 locations for only \$40k more than the cost at a single school?
 - b. Has there been any consideration for consolidating the timing and vendor selection of these projects to hopefully achieve economies of scale?*-John Barlow/BobT: The 4 firehouses are on CIP for \$290,000 in fiscal year 28/29. The firehouse generators are much smaller than the school's generator. Tim Walen has an estimate for the Firehouses and we received an estimate for the school. The long and short is yes these could be bid together to get possible better pricing.*
7. The Library parking lot project in year 25/26 includes extending the driveway on the south side of the building. Are there any concerns with the neighbor on that side of the building that would prevent this part of the project from moving forward? If so, how much of the \$600,000 is associated with that phase of the project?

-awaiting response

8. For Parks and Rec in year 25/26, where will the irrigation and infrastructure replacement happen?

-BobT: The irrigation upgrades will replace the existing 13 controllers at various locations including Treadwell Park, Dickinson Park, Newtown High School, Newtown Middle School, Reed School, Glander Fields, Liberty Fields, Watertown Fields, FFH Green, High Meadow field, The Victory Garden, Sandy Hook School, and Oakview Field. It is possible the exact number of controllers may change slightly as newer higher capacity controllers may allow us to combine the existing two controllers at the High School into one, for example.

9. For Parks and Rec in year 26/27 what is the source of "Other" funds for the artificial turf and lighting project?

-BobT: The other fund relating to the turf field is the parks & recreation surcharge fund. They charge a surcharge on sports team fees to pay to eventually replace the artificial grass.

10. Under Public Works, there is a note (page 36-A) regarding the design and build cost associated with the bridge replacement program. Is the current, updated forecast a good representation of what bridge replacement will cost over the next 5 years?

-Fred Hurley: Over the next five (5) years, we plan to design and build at least one (1) bridge a year. If pricing stabilizes or drops we may be able to add an additional bridge in year five. The initial five (5) bridges that we are programming are eligible for the State Small Bridge Program. If successful, at a 50% reimbursement rate for construction, the Town would recoup approximately \$2.5 million over five years assuming construction costs of \$1 million per bridge. The \$2.5 million reimbursed would cover the Town's engineering design and inspection oversight for all five bridges. Failure for a specific bridge to qualify for State assistance would simply reduce the number of bridges completed during this initial time period.

Additional notes from Matt:

I saw your note, providing some further information here that I will discuss tonight.

- All projects in the CIP are shared costs from Community Center "Special Revenue Fund" and the Town of Newtown
- Community Center in its infancy was estimated to use all GE funds after year 5 of GE annual grant. No taxpayer funds at this point are required to run operations, only to assist with some capital projects. The goal is not to drain the special revenue fund and become dependent on tax payer dollars annually for operations.
- The current projects require not to be bonded and will be pulled from capital non-recurring. While this revenue can derive from taxes, there will not be additional costs to the taxpayer.
- Self sustainability will not be achieved if we continue to deplete the special revenue fund for capital items

The continued HVAC Issues are due to an undersized unit. The town chose to not seek legal counsel.

Part of the need for the electric dividing walls has come to fruition from the meetings the CC has absorbed from Town Hall South and the old Senior Center. Not only were these value engineered out, the CC provides free space for these meetings and it would not be cost effective to staff these.

- This is a project that has been plagued by value engineering and construction issues. The special revenue fund has funded the following projects:
 - Furniture (160k)
 - Locker Room Upgrades (\$144K)
 - Additional Recirculation line issues (est. 10K)
 - Building Management System/timer system for Aquatics HVAC (40K)
 - Water Filter (est. 10k)
 - Finnish splash pad flooring (13K)
 - Emergency lighting replacement (8k)
 - Patio upgrade (30K)
 - Ongoing HVAC issues (50k)
 - Pool Deck Sealing (10k)
 - Locker Room flooring issues (est. 7k)

NCC Aquatic Facility HVAC Fact Sheet

- The Community Center Aquatic Center HVAC has had many issues since opening its doors in 2019. Currently the Community Center has spent nearly \$50K from its special revenue fund to maintain and do work on the current system.
- In May of 2023, the NCC hired engineers to look at the system. It was found that the current system is undersized for the space and its amenities. The first selectman asked for cost estimates on an auxiliary unit to work in tandem. (\$500,000) or replace the current system with a 1 ton system which requires new HVAC ductwork (Est. \$1.2 million). The town has decided to go with the less expensive option (an auxiliary unit) and at the request of the Community Center Director will defer the project to public building and site commission. During the current CIP process, the board of selectman and board of finance agreed to a 50/50 split.
- The current system will not reach its full life expectancy, at its current rate. The issues with HVAC not only included maintenance issues but raised health and safety concerns as well. Temporary modifications have been made in working with the Health Department to ensure safety to patrons and employees.
- In June of 2023, the Community Center Commission came to a conclusion that this was a construction cost and not one that should be covered by the Special Revenue fund and suggested the Town of Newtown seek legal action or the Town of Newtown look at ways to cover the cost of this expense. The town of Newtown signed a legal settlement with the construction company and architects which includes restricting public comment about the project.
- The Community Center Commission Chairman (Kinga Walsh and Ben Ruben) requested a meeting with the First Selectman and the Finance Director to discuss the current situation and responsibility. The First Selectman decided against the hiring of a forensic engineer due to it not being clear if this was a true design flaw or value engineering on the part of the town.
- Currently, the Community Center Commission voted to approve nearly \$20K to install a building management system to view the Aquatic Center HVAC controls (this was a system that was value engineered from the project). To date, the NCC spent nearly 50K, to pay for repairs to the current system.
- Annually the NCC budget allocates nearly \$150K in capital improvements for planned as well as unexpected building upgrades, fixes.
 - Plans are in place to run fundraising efforts to begin to create a capital budget/line for long term smaller capital items so it does not weaken the current fund balance as well as work to maintain the goal of self-sustainability.

April 4, 2023

Analysis and Evaluation of Natatorium HVAC and Ventilation Systems

Newtown Community Center
8 Simpson Street
Newtown, CT 06470

Controlled Air Inc. performed a system analysis of the roof top air-handling unit, PAHU-1 on the roof, which served the natatorium at Newtown Community Center. The design airflow as per the drawings provided shows the system was designed for 20,000 cfm total supply air with a designed ventilation air rate of 5,500 cfm. Upon performing load calculations at standard YMCA conditions for a pool (per ASHRAE pool design), it has been determined that PAHU-1 was designed and will meet the load if the natatorium followed standard YMCA natatorium design conditions.

Standard YMCA design conditions are as follows:

- Pool water temperature – 82 °F
- Natatorium air temperature – 84 °F
- Activity factor – 1
- 55% Relative humidity

The current conditions of the Newtown Community Center natatorium are as follows:

- Lap pool water temperature – 82 °F
- Kids play pool water temperature – 88 °F
- Therapy pool water temperature – 86 °F
- Natatorium air temperature – 88 °F
- Lap pool activity factor – 1
- Kids play pool activity factor – 3 (water features)
- Therapy pool activity factor – 0.65
- 57% Relative humidity setpoint (found to be higher during activity periods)

Following ASHRAE standard 62.1, it was determined that the natatorium requires 8,224 CFM of ventilation air. Load calculations were done using Carriers HAP load calculation software, which uses ASHRAE weather and design data. It was determined that the natatorium needs a minimum of an 82 ton unit with an adjustment of setpoints to 86 °F room air temperature and 55% relative humidity. A sufficient unit for the natatorium has to be designed for a minimum total coil load of 981.8 MBH, a minimum sensible coil load of 535 MBH, a minimum latent capacity of 446.8 MBH and a heating coil load of 571.8 MBH.

If the spray water features in the kids pool were off it would result in a pool activity factor of 1. Conducting a load calculation with the spray water features off, the natatorium will require a minimum of a 53.9 ton unit with the capabilities of a minimum of 5,255 CFM of ventilation air, a minimum total coil load of 647.2 MBH, a minimum sensible coil load of 404.2 MBH, a latent capacity of 243 MBH and a heating coil load of 431.9 MBH.

PAHU-1 is an AAON RN-050, which was designed with a total coil load of 615.54MBH, a sensible coil capacity of 358.62MBH, a latent capacity of 256.92 MBH and a total heating capacity of 648 MBH.

It has been determined by Controlled Air Inc. that PAHU-1 does not meet the minimum design conditions for the natatorium while the spray water feature is functioning. If the spray water feature can be eliminated (shut off) the latent heat load created by the vaporization of airborne water will reduce by 3 times for the kids pool which would result in proper function of PAHU-1.

Disclaimer

This analysis is not an assurance of operating savings. Variables and assumptions exist that cannot be guaranteed. Neither the proposed building performance nor the baseline building performance are predictions of actual energy consumption or costs for the proposed design after construction. Actual experience will differ from these calculations due to variations such as occupancy, building operation and maintenance, weather, energy use not covered by this procedure, changes in energy rates between design of the building and occupancy, and the precision of the calculation tool.

All information used for this analysis was obtained through building architectural drawings and information furnished by the Owner, Contractor and Building Engineer. We utilize the information that is provided and available from the Owner, Contractor and Building Engineer. We make reasonable and calculated assumptions on details that are not available to perform the analysis. Utility cost and rate changes may vary from the time we do the analysis until system operation. We assume an escalation charge based on historical data. When we use computer modeling on a new building, we are relying on the program and the input data provided for accuracy as well as ASHRAE guidelines. We are not responsible for any electrical or mechanical irregularities on existing buildings that are not disclosed. If any electrical or mechanical irregularities are disclosed, we can consider that in the analysis, however, irregularities will further affect the analysis.

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Newtown Community Center

Analysis and Evaluation of Natatorium HVAC and Ventilation Systems



HVAC, Building Controls & Energy Systems



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Yanmar Energy Systems North
America

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Direct: (203) 643-1896

Current Natatorium Conditions Comparison



	Standard YMCA	NCC Lap Pool	NCC Kids Pool	NCC Therapy Pool
Pool Water Temperature	82° F	82° F	88° F	86° F
Air Temperature	84° F	88° F	88° F	88° F
Activity Factor	1	1	3	0.65
Relative Humidity	55%	57%	57%	57%

Natatorium HVAC Unit

	Existing PAHU-1	*Minimum Room Requirements w/o Kids Water Features	*Minimum Room Requirements w/ Kids Water Features
Unit Tonnage	50 Tons	53.9 Tons	81.8 Tons
Supply Air	20,000 CFM	26,350 CFM	26,350 CFM
Outdoor Air	5,500 CFM	5,255 CFM	8,224 CFM
Total Cooling Capacity	615.54 MBH	647.2 MBH	981.8 MBH
Sensible Cooling Capacity	358.62 MBH	404.2 MBH	535 MBH
Latent Cooling Capacity	256.92 MBH	243 MBH	446.8 MBH
Total Heating Capacity	648 MBH	431.9 MBH	571.8 MBH

*Values shown reflect Natatorium conditions at 86 ° F Room Air Temperature and 55% Relative Humidity

Solutions

Short Term

- ▶ Install push button with timer to control the kids pool spray feature and adjust the natatorium setpoints
- ▶ Re-program PAHU-1 with an activity mode
- ▶ Add front end controller for access and adjustment

Long Term

- ▶ Replace PAHU-1 and associated duct work with a new HVAC system to meet the total load including the kids pool spraying features
- ▶ Add an additional HVAC unit to “make up” the additional load when the kids pool spraying features are on

Newtown Community Center Controls Upgrade 4/18/2023



Prepared for: Jamie Ambrogio
Facilities Manager

Equipment Site: 8 Simpson Street
Newtown, CT

Prepared by:

Kevin McDonnell
Project Manager
Controlled Air, Inc.
kmcdonnell@controlledair.com
C: (203) 809-1885
O: (203) 481-3531



CONTROLLED AIR INC

Dear Jamie,

Thank you for again considering Controlled Air, Inc. as your HVAC contractor. We strive to be a leader in creating environmentally sound, energy-efficient HVAC designs that save money for our customers and promote the conservation of energy.

We have experience in the following, as well as what is included in your quote: chillers, cooling towers, evaporative coolers, condensing units, large roof top units, ice thermal storage, product refrigeration, cleanrooms, surgery centers and energy management systems. We can design build a custom solution for your building system, that is energy efficient and affordable.

After your project is complete, we offer custom maintenance contracts to meet your service needs. Routine maintenance is scheduled at your convenience and our team of service professionals is on call 24/7 to respond to any emergencies. All our work is performed by technicians who receive direct factory instruction and our own in-house training.

We are committed to offering the best service, installation, and design work in class and the highest-level in customer satisfaction. All work is performed by licensed service technicians who receive direct factory instruction and our own in-house training. We have an excellent working relationship with all major manufacturers and are authorized as warranty providers. We guarantee all of our work including installation, design, and service. If the job is not done to your satisfaction or if a problem is discovered that is due to our error, we will make the necessary corrections and/or repairs at no cost to you. All parts come with a 1-year warranty unless otherwise noted.

To find out more about Controlled Air, Inc. please contact me or visit our website.
www.controlledair.com.

Sincerely,

Kevin McDonnell
Project Manager
Controlled Air, Inc.
kmcdonnell@controlledair.com
C: (203) 809-1885
O: (203) 481-3531



QUOTE DETAILS

We are pleased to provide you with our quotation for controls upgrade. Our proposal includes labor and materials to perform the work listed below.

BASE: REPROGRAM POOL UNIT- WORK INCLUDED

- Furnish and install one (1) current relay for spray pump.
- Furnish and install push button spray pump 1 hr. over-ride.
- Provide mounting and wiring.
- Control programming for reprogramming pool unit. Include activity sequence
- One year warranty on Controlled Air supplied equipment and installation.

WORK NOT INCLUDED

- Sales tax
- Overtime
- Certified balancing
- Repairs or additional control modifications.
- Prevailing wage rates, unless specifically noted.
- No repairs, modifications or service to any existing HVAC equipment, systems, ductwork, or piping unless specifically mentioned above.

OUR COST FOR THE ABOVE-MENTIONED WORK: **\$ 9,559.00** _____ **INITIAL** Tax
Exempt

ADD 1: FX SUPERVISORY CONTROLLER AND COMMUNICATION TO POOL ROOM UNIT - WORK INCLUDED

- Furnish and install Johnson Controls FX-80 Supervisory front-end controller. Web-based user interface complete with enclosure and accessories. Includes 5-point Core License and 5 Device 1 yr. maintenance agreement.
- Run bus to pool unit and update front end
- Provide mounting and programming as required.
- Control wiring as required.
- One year warranty on Controlled Air supplied equipment and installation.

WORK NOT INCLUDED

- Sales tax
- Overtime
- Certified balancing.
- Repairs or additional control modifications.
- Prevailing wage rates, unless specifically noted.



QUOTE DETAILS

- No repairs, modifications or service to any existing HVAC equipment, systems, ductwork, or piping unless specifically mentioned above.

OUR COST FOR THE ABOVE-MENTIONED work: **\$ 5,455.00** _____ **INITIAL** Tax Exempt

ADD 2: AAON UNITS (3) TO JCI FRONT END- WORK INCLUDED

- Run bus to three (3) Aaon RTU units tie into existing unit Wattmaster controller.
- Update FX front end
- One year warranty on Controlled Air supplied equipment and installation.

WORK NOT INCLUDED

- Sales tax
- Overtime
- Certified balancing.
- Repairs or additional control modifications.
- Prevailing wage rates, unless specifically noted.
- No repairs, modifications or service to any existing HVAC equipment, systems, ductwork, or piping unless specifically mentioned above.

OUR COST FOR THE ABOVE-MENTIONED WORK: **\$ 7,965.00** _____ **INITIAL** Tax Exempt

ADD 3: ADDITONAL LICENSING FOR MITSUBISHI SPLITS - WORK INCLUDED

- Furnish and install additional Johnson Controls FX-80 Supervisory front-end controller license required to additional equipment. Web-based user interface complete with enclosure and accessories. Includes 25-point Core License, 25-point additional license and 25 Device 1 yr. maintenance agreement.
- Provide mounting and programming as required.
- Control wiring as required.
- Update front end with new floor plan and individual unit graphics
- One year warranty on Controlled Air supplied equipment and installation.

WORK NOT INCLUDED

- Sales tax
- Overtime
- Certified balancing.
- Repairs or additional control modifications.
- Prevailing wage rates, unless specifically noted.



QUOTE DETAILS

- No repairs, modifications or service to any existing HVAC equipment, systems, ductwork, or piping unless specifically mentioned above.

OUR COST FOR THE ABOVE-MENTIONED WORK: **\$ 39,780.00** _____ **INITIAL** Tax
Exempt

This work is based on working Mondays through Fridays 8:00 to 4:30 excluding holidays.

PREVAILING WAGE STATUS:

This is not quoted as a Prevailing Wage

Thank you for the opportunity to quote this project. If you have any questions, please contact us.

Please note that pricing is only valid for 30 days. Signed proposals returned after 30 days will be updated due to continuous price increases and shortages in the current manufacturing climate. Price changes will reflect only the manufacturer-imposed increases. Additionally, any timelines provided are estimated. We will do our best to provide timing for installation, but our suppliers no longer offer guaranteed delivery dates or express shipping. Please contact us with any questions.

TERMS AND CONDITIONS

DEFINITIONS: For purposes of this Agreement terms shall have the following meanings:

- (a) **Contractor:** Controlled Air, Inc.
- (b) **Owner:** the purchaser named in this Agreement.
- (c) **System:** the air conditioning equipment, heating equipment, and/or temperature controls to be installed by the Contractor under this Agreement.
- (d) **Component:** either the air conditioning equipment or the heating equipment to be installed under this Agreement, if both types of equipment are to be so installed.
- (e) **Use Commencement Date:** as to an entire System, the date when the System or any Component of the System is first turned on for operation for any reason.
- (f) **Warranty Period:** a period of one (1) year beginning on the Use Commencement Date.

PAYMENT OF PURCHASE PRICE: The purchase price set forth in this Agreement shall be payable to the Contractor by certified check, bank check, money order, or other form acceptable to the Contractor, as follows:

Monthly Requisitions: 100% Payment: Net 30 Days

Upon failure of the Owner to pay any installment when due, the Contractor shall have the option (without prejudice to any other rights of the Contractor hereunder) to suspend its performance of this Agreement until it has received all installments then due and owing.

Contractor shall have no obligation to execute all full or partial waiver of any lien rights it may have to secure payment hereunder unless and until payment of the full contract price (including any agreed extras) has been made.

Upon Owner's default in any payment hereunder for a period of thirty (30) days after the same is due, Owner shall be obligated to pay the Contractor interest at the rate of twelve (12%) percent per annum on any unpaid balance. If suit is brought to collect any amount due to the Contractor under this Agreement, the Contractor shall be entitled to collect all reasonable costs and expenses of suit, including reasonable attorney's fees.

TIME FOR PERFORMANCE: The Contractor will use its best efforts to complete the project within the time set forth in this Agreement, but will not be liable for delay or failure to perform due to accidents, natural disasters, fire or casualty, strikes, war, civil commotion, act of God, or other causes beyond its control. In no event shall the Contractor be liable for consequential damages arising from a breach of this Agreement.

LIMITED WARRANTY: Subject to the exclusions described below, the Contractor warrants that the System will be free from defects in materials or workmanship during the Warranty Period. In the event of a defect covered by the Warranty, the Contractor will provide at no cost to the Owner the parts and labor reasonably required to eliminate or repair the defect, so as to place the System in good operating condition. Preventive maintenance items such as belts and filters are not provided by the warranty.

However, this Warranty shall not extend to or cover defects caused or aggravated, in whole or in part, by any of the following: misuse or abuse of the System; failure of the Owner to notify the Contractor promptly in the event of a malfunction or other evidence of a defect; power surges; freezing pipes; weather related conditions; fire or other casualty; natural disasters; or acts of God.

This Warranty shall be void and of no further effect if at any time, without the prior written authorization of the Contractor, any person other than the Contractor makes or attempts any repair or modification of any portion of the System.

The warranty set forth herein shall be in lieu of all other warranties, expressed or implied, including any otherwise applicable warranty of merchantability or fitness for a particular purpose.

Any modifications or addendums to these terms or contract must be initialed and approved by a Controlled Air, Inc. representative.



SIGNATURE & CONTRACT ACCEPTANCE

CONTRACT ACCEPTANCE:

We both acknowledge that this proposal contains our entire agreement.

Acceptance:

Company: _____

Print Name: _____

Title: _____

Date: _____

Acceptance Signature: _____

Our Acceptance:

Choose a building block.

Date: 4/18/2023

EQUIPMENT SITE: Newtown Community Center Controls Upgrade

CONTRACT AMOUNT: SEE ABOVE PRICING

**PLEASE SIGN AND DATE ABOVE.
RETURN A FULL COPY OF THIS DOCUMENT.**

Town of Newtown
the American **Rescue Plan Act of 2021 (ARP)**
ARP Working Group Worksheet - Up Till January 01, 2024

ARP award amount

\$ 7,674,294

Total Expended

Up Till

1/2/2024

Encumbered

Balance

Possible Uses:

line	General Government:								
1	Fairfield Hills - Replace Water Distribution System	1,500,000	✓	1/27/2022	f	72,016	31,314	1,396,670	
2	Fairfield Hills Campus Safety Improvements	20,000	✓	12/12/2022	f	-	-	20,000	
3	Edmond Town Hall Building Improvements	125,000	✓	9/22/2022	f	-	47,843	77,157	
4	Public Works:								
5	Multi-purpose Building Roof	190,000	✓	1/27/2022	f	184,415	-	5,585	
6	Public Works 6 Wheel 8 Ton Dump Truck	240,000	✓	12/12/2022	f	240,000	-	-	
7	Public Works Front & Bucket Loader	300,000	✓	7/28/2022	f	298,635	-	1,365	
8	Transfer Station Site Improvements	200,000	✓	4/11/2022	f	200,000	-	-	
9	Municipal Building Improvements	100,000	✓	4/11/2022	f	14,400	-	85,600	
10	Sandy Hook Side Walks								
11	section #1 - Glen Road	215,000	✓	9/22/2022	f	-	-	215,000	Bid award
12	Public Safety:								
13	Fire Commission Fire Suppression Tank Repair	50,000	✓	1/27/2022	f	33,153	-	16,847	
14	Fire Company Grants (4 x \$15,000); NUSAR (\$15,000);	90,000	✓	1/27/2022	f	84,623	-	5,377	
15	Ambulance (\$15,000)								
16	Board of Fire Commissioners (5 x \$50,000) + \$50,000 (training)	300,000	✓	1/9/2023	f	116,645	-	183,355	
17	Police - New firearms, Equipment and Ammunition	60,000	✓	4/27/2023	f	60,000	-	-	
18	Recreation & Leisure:								
19	Parks & Recreation Truck with lift gate	90,000	✓	4/11/2022	f	53,005	17,924	19,071	
20	Dickinson Park New Pavilion (Refurbishment)	150,000	✓	4/11/2022	f	150,000	-	-	
21	Dickinson Park New Pavilion (Refurbishment) - add'l amount	50,000	✓	9/22/2022	f	24,430	-	25,570	
22	Bike Park at Fairfield Hills	75,000	✓	9/22/2022	f	75,000	-	-	
23	Pickleball Courts at Fairfield Hills	100,000	✓	10/10/2023	f	-	-	-	
24	Health & Welfare:								
25	Housing Stalization Fund	20,000	✓	9/22/2022	f	13,772	-	6,228	
26	Senior/Community Center 14 passenger bus	90,000	✓	5/9/2022	f	90,000	-	-	
27	Additional Amount Required (due to current quote)	20,000	✓	2/13/2023	f	18,245	-	1,755	
28	COVID supplies/expenses	40,000	✓	1/27/2022	f	412	-	39,588	
29	Child/Youth Enrichment Fund (Newtown Human Services Dept.)	20,000	✓	7/28/2022	f	20,000	-	-	
30	Community Center:								
31	Community Center Outside Storage Building	75,000	✓	4/11/2022	f	5,750	-	69,250	
32	Community Center Patio	155,000	✓	4/11/2022	f	155,000	-	-	
33	Community Center/Senior Center Handicap Doors	16,000	✓	4/11/2022	f	16,000	-	-	
34	Education:								
35	Hawley School HVAC/Ventilation project	2,500,000	✓		f	2,500,000	-	-	
36	Student Tutoring Support Program (Newtown Human Services Dept.)	100,000	✓	7/28/2022	f	10,017	4,690	85,293	
37	Middlegate School Playground	33,000	✓	2/13/2023	f	32,389	-	611	
38	Project Adventure Course Installation & Upgrade	94,000	✓	2/13/2023	f	83,825	-	10,175	
39	Borough:								
40	Sidewalk Construction and Related Safety Improvements	200,000	✓	3/13/2023	f	-	-	200,000	In planning process
41	Function Wide:								
42	Reimburse the Town Medical Self Insurance Fund								
43	for COVID Expenses (since 3/3/2021)	325,000	✓	1/27/2022	f	325,000	-	-	

Appropriated

7,543,000

Expended

4,876,733

Encumbered

101,771

Balance

2,464,496

Amount Available after Appropriated 131,294

✓ Recommended by the ARP Working Group. To go through the Town appropriation process (BOS/BOF/LC)

f Appropriated by Legislative Council

Appropriation in process

No action

NOTES:



53 River Street
Suite 1
Milford, CT 06460

To: Robert Tait, Director of Finance
Date: March 9, 2023

Re: Town of Newtown, Connecticut
\$6,060,000 General Obligation Bonds
Dated: March 21, 2023

Settlement of the above-referenced Bonds will take place on Tuesday, March 21, 2023. The winning underwriter, Janney Montgomery Scott, LLC, will wire the \$6,493,389.05 of bond proceeds to:

Bank name: Newtown Savings Bank
Bank address: 39 Main Street, Newtown, CT 06470
ABA (routing number#): 221172296
Account name: Town of Newtown General Fund
Account #: 729509581

	Bond Proceeds
Par amount	\$6,060,000.00
Premium	433,389.05
Total Proceeds	\$6,493,389.05

Please contact me at (203) 283-1110 with any questions.

Town Acceptance

The Town accepts the terms of this closing memorandum:

Town of Newtown, Connecticut

By: 
Robert Tait, Director of Finance

Date: 3/9/23

Newtown (Town)
\$6,060,000 General Obligation Bonds, Issue of 2023

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price	Call Date
03/15/2024	305M	5.0000	2.9900	101.932	
03/15/2025	305M	5.0000	2.9200	103.979	
03/15/2026	305M	5.0000	2.7500	106.401	
03/15/2027	305M	5.0000	2.6600	108.788	
03/15/2028	305M	5.0000	2.6100	111.099	
03/15/2029	305M	5.0000	2.5500	113.515	
03/15/2030	305M	5.0000	2.5200	115.789	
03/15/2031	305M	5.0000	2.5300	117.753	
03/15/2032	305M	4.0000	2.5800	110.185	03/15/2031
03/15/2033	305M	4.0000	2.6000	110.033	03/15/2031
03/15/2034	305M	5.0000	2.7300	116.184	03/15/2031
03/15/2035	305M	5.0000	2.8800	115.023	03/15/2031
03/15/2036	300M	4.0000	3.1900	105.668	03/15/2031
03/15/2037	300M	4.0000	3.4400	103.879	03/15/2031
03/15/2038	300M	4.0000	3.5300	103.244	03/15/2031
03/15/2039	300M	4.0000	3.6500	102.404	03/15/2031
03/15/2040	300M	4.0000	3.7500	101.710	03/15/2031
03/15/2041	300M	4.0000	3.8000	101.365	03/15/2031
03/15/2042	300M	4.0000	3.9000	100.679	03/15/2031
03/15/2043	300M	4.0000	4.0000	100.000	

CAPITAL TAX RECOVERY

211 NEW BRITAIN ROAD, SUITE 208, KENSINGTON, CT 06037

T: 860-826-1100 • F: 866-256-8084

INFO@CAPITALTAXRECOVERY.COM

WWW.CAPITALTAXRECOVERY.COM

Our Process

Step 1: Meet with the Assessor

- We will meet with the Assessor to set expectations and discuss how the Town applies the relevant laws governing motor vehicle taxation.
- Obtain the motor vehicle grand lists from the Assessor.
- We upload the current motor vehicle grand list to our Automated License Plate Readers system (ALPR) and create a permit list.

Step 2: Deploy Investigators/Gather Data

- Deploy Investigators into the Town to gather data from the ALPR.
- When the ALPR scans a license plate not on the grand list, it flags that plate and creates a hit. A hit is a license plate not contained in the grand list. The ALPR system takes a picture of the license plate and vehicle, documents the date and time, and the address/GPS location of the vehicle (**see handout #1**).
- All hits are placed on an excel spreadsheet called a "hotlist." The hotlist is uploaded into the ALPR system.
- As we continue to scan, each time a plate on the hotlist is scanned, the system again flags the plate. Consecutive dates the plate was scanned are added to the hotlist so that we know how many times it was scanned and when.
- High motor vehicle concentration areas such as apartment buildings, condominiums, and multi-family rental unit areas will be scanned more frequently and will be a higher priority.
- We continually scan the entire Town for the duration of the contract, mainly at night and in the early morning, to identify as many vehicles as possible.
- We can set up at schools for student drop-offs and pick-ups.
- We will set up entrances and exits of apartment and condominium complexes posted as private. We can also request permission to enter the private property from the apartment complexes and condominiums that are posted.

Step 3: Obtain Vehicle Ownership

- Once a vehicle has been scanned on two or more occasions, the vehicle is placed "under review."
- We then conduct a motor vehicle registration search to determine the current owner.
- Being a licensed private investigator allows us to conduct motor vehicle searches for most states except a few.
- We have direct online access to New York DMV, allowing us to conduct registration searches for New York plates.

Step 4: Confirm Residency

- Once we obtain the owner information, we conduct a proprietary database "person search" for the registered owner of each vehicle.
- The database provides the person's current address and indicates the date the address was first reported, allowing us to include potential tax liability for previous tax years (see handouts #2-3).
- We also utilize various databases to confirm residency, including voter registration and utility records and have other investigative techniques to verify residence.

Step 5: Send 1st Letter of Correspondence/Public Relations

- Under the direction of the Town, we will prepare and mail the First Letter of Correspondence to all potential taxpayers informing them of their potential tax liability (see handout #4).
- The letter will include an assigned case number, explain why they received it, state the relevant motor vehicle tax law(s), and direct the potential taxpayer to our taxpayer web portal.
- Our web portal has a chatbot to answer general questions and again explains the process of disputing the claim should they wish to do so. The potential taxpayer can provide a written argument and supporting documents should they want to dispute the claim through the web portal.
- CTR will handle all communications with potential taxpayers. The CTR representative will answer general questions and explain current tax laws.
- Should the potential taxpayer contest the claim, we will review the provided dispute documents and compare them to our evidence.
- We can recommend that the Town accept or deny the dispute, or the Town can have sole discretion in making that determination.

Step 6: Provide Assessment Data

- After the allowed time to dispute the claim (timeframe at the Town's discretion) or when the disputed claim is denied, and the case is closed, we will provide the Town with the necessary data to prepare tax bills. The data will be in a format consistent with the Town's necessity for upload.

CTR's Shared Network Folder for the Town:

- We provide the Town with a shared folder allowing access to all case folders in which the potential taxpayer was sent the 1st letter of correspondence.
- All case folders will contain the vehicle registration information, address information, ALPR evidence, 1st letter of correspondence, and potential taxpayer communications.

Why our Solutions Work for You:

- There are no upfront costs to the Town. CTR will be only compensated when the Town collects taxes, fees, and interest.
- We conserve your resources; we increase your tax base.
- We simplified the communication process with potential new taxpayers regarding disputes. Our website allows easy upload of written arguments and supporting documents, and a chatbot is available 24/7 to answer general questions.