

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

The Board of Selectmen held a regular meeting Monday, October 2, 2017 in the Council Chamber, Newtown Municipal Center, 3 Primrose Street, Newtown. First Selectman Llodra called the meeting to order at 7:34p.m.

PRESENT: First Selectman Llodra, Selectman William F.L. Rodgers, Selectman Herbert C. Rosenthal.

ALSO PRESENT: Finance Director Robert Tait, Town Attorney David Grogins, eight members of the public and two members of the press.

VOTER COMMENTS: **Cris Carvalho**, 5 Sunset Hill Rd., takes offense to comments about pettiness and squabbling relative to the community center and believes the scope of the community center project is smaller do to STV/DPM incompetence. **Kinga Walsh**, 21 Horseshoe Ridge Rd., wants to know the towns options on getting the money that has been paid to STV/DPM for the community center project returned and asked what the status was on the legal review.

ACCEPTANCE OF THE MINUTES: Selectman Rodgers moved to accept the minutes of the 9/18/17 meeting. Selectman Rosenthal seconded with the following correction: Page 1, item 2, Selectman Rosenthal said the Board of Selectmen never approved the final **interior or** exterior of the building. He objects to the exterior plan because it is not in keeping with the campus architecture. All in favor of the minutes as amended.

Selectman Rosenthal stated the BOS did not vote on anything at the May 23 meeting as noted by Mr. Benson at the last meeting. First Selectman Llodra said the process needs to be clearer. Selectman Rodgers said that frequently the Board of Selectmen will grant a consensus, or something less formal than a vote but needs to be clearer in language, however, understanding this may not have been the case at the May 23 meeting.

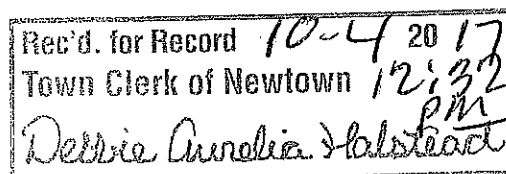
COMMUNICATIONS: First Selectman Llodra shared a letter from Mr. Hopper and an anonymous letter regarding Leaps of Faith (attachments). The anonymous letter calls for a public discussion on the writers issues; anything relevant to the Board of Selectmen has already been addressed publicly.

FINANCE DIRECTORS REPORT: Mr. Tait presented a report from Standard and Poors titled Connecticut Fiscal Pressures Could Weaken Local Government Credit Quality (att.). First Selectman Llodra noted the Governor vetoed the budget and the Town is operating under executive order. Newtown is one of 85 towns that has been zeroed out of state aid. The impact is serious.

UNFINISHED BUSINESS:

Discussion and possible action:

1. **CIP:** The Board discussed and prioritized year one (2018-2019) of the CIP (att.). Selectman Rosenthal feels, based on the state of the budget at the state level and the upcoming change in administration the decision on the CIP should be left up to the incoming board. First Selectman Llodra said it is a timing issue; the Board of Finance wants to pass the CIP to the Legislative Council before the end of the term. The Legislative Council finalizes the CIP in January; there may be a willingness to send it back to the Selectmen for review. Selectmen Rodgers prefers a recommendation to respect the new administration and note possible further changes based on the state budget. Selectman Rodgers moved to recommend, to the Board of Finance, the Town of Newtown CIP (2018-2019 TO 2022-2023), with year one modified to reflect prioritization and to further recommend the Board of Finance respect the new administration and be willing to send the CIP back to the Selectmen for review and that the CIP is subject to even more changes given the state budget travails. Selectman Rosenthal seconded. All in favor.



NEW BUSINESS

Discussion and possible action:

1. **Litter laws/ordinance:** (att.) Atty. Grogins was present to explain that although the Town of Weston decided on a specific ordinance relative to litter such as phone books and circulars they have not indicated success in enforcing it. Residents can opt out by calling the number specified on the material. Selectman Rosenthal stated zoning enforcement officers have talked to residents if litter was apparent during property inspection. Selectman Rodgers stated that litter has been enforced when litter crossed over into blight and suggested sending notification to publishers, but is not sure that would be worthwhile. First Selectman Llodra noted the unwanted materials arrive even when people are away and have stopped mail/paper delivery. Selectman Rodgers is inclined not to take further action other than to alert the Ordinance Committee that this issue has been raised. He likes the aspect requiring the owners to notify the deliverer before enforcement is triggered. First Selectman Llodra will carry the discussion and information to the Ordinance Committee.
2. **Update STV/DPM contract & cost to date:** Selectman Rosenthal stated that \$209,622 was paid to STV/DPM for consulting fees for the community center (att.). It was publicly stated the estimated numbers were kept low intentionally to move the project forward. The numbers ended up being 70-80% higher. This is a dereliction of duty and he believes the town should take action to get the money, or some of the money, back. First Selectman Rodgers thinks the viability of options should be discussed with the Town Attorney. He recalls the numbers being discussed in the content relative to the vague scope preventing more definite numbers; as the scope was more defined, perhaps numbers could be more defined. Selectman Rodgers also noted that legal doesn't have to be the first recourse. STV/DPM can be contacted, given an expression of dissatisfaction. First Selectman Llodra said a contract failure would have to be aligned to the contract. The meeting in question was in March, follow up with the owner's representative and her employer took place in March/April. The relationship was terminated. At the time the town was in phase two of the project, the preconstruction phase. Any consideration on the contract will take place in Executive Session at a future meeting.

First Selectman Llodra clarified that the Newtown High School Auditorium project is not a Board of Selectmen project. The Finance Department handles all invoices. The error on the part of the owner's representative resulted in termination. However, the service on the Sandy Hook School project was exemplary and one of the reasons she was hired as the owner's rep on the auditorium was because of STE obligations; she had evidenced considerable capacity to do that part of the work, relative to state reimbursement, very well.

3. **Pension Committee Recommendation to update pension trust statements:** Selectmen Rosenthal moved to support the recommendation of the Pension Committee as presented in a memorandum dated Sept. 28, 2017 (att.). Selectmen Rodgers seconded. All in favor.
4. **Appointments/Reappointments/vacancies/openings:** Selectman Rodgers moved to recommend the appointment of Debora Zukowski to fill a vacancy on the Cultural Arts Commission for a term to expire 1/6/18. Selectman Rosenthal seconded. All in favor. First Selectman Llodra announced a Democrat/unaffiliated vacancy on the Parks & Recreation Commission. The last day to accept recommendations is 10/27 with an anticipated appointment date of 11/6.
5. **Driveway Bond Release/Extension:** Selectman Rosenthal moved the release of a driveway bond for Whelan Homes, LLC, Scudder Road, M7, B8, L49, in the amount of \$1,000. Selectmen Rodgers seconded. All in favor.
6. **Tax Refunds:** Selectman Rodgers moved the October 2017 Tax Refunds, No. 5 in the amount of \$12,065.19. Selectman Rosenthal seconded. All in favor.

VOTER COMMENTS: Kinga Walsh, 21 Horseshoe Ridge Rd. thanked the board for investigating the STV/DPM contract. She spoke of a default and termination section of a June 14, 2014 contract (att.). Contacts after May have that clause removed. The commission did work based on numbers that were incorrect. She made a request that the Board of Education, the Board of Selectmen and the Public Building & Site Commission meet to clarify who owns the high school auditorium project. First Selectman Llodra repeated that the auditorium is a Board of Education project, decided and budgeted by the Board of Education. The Board of Selectmen has no responsibility or authority over the project and had nothing to do with the design, scope, bidding or choosing an owner's rep for the project. Andrew Clure, 24 Winton Farm Rd., thanked Selectman Rosenthal and further the

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entire board for including the Edmond Town Hall projects in the CIP and noted that the high school auditorium project update is on the Board of Education agenda of Oct. 3. **Cris Carvalho**, 5 Sunset Hill Rd., questioned the communication between town departments and why STV/DPM was hired for the auditorium project. First Selectman Llodra said that the Board of Selectmen doesn't have the authority to tell the Board of Education who they should hire, and vice versa. There is a respect across the agencies. She reiterated that STV/DPM did an extraordinarily good job represented the Sandy Hook School project. Ms. Carvalho said industry standards on the errors are 1-2% a month. This exceeded that. **Kinga Walsh**, added that the numbers starting in Sept/Oct 2015 were for a 50 meter 8 lane pool, an ice rink and dry space. It was known all three couldn't be built. The Community Center Commission were told numbers were high and worked off those numbers. In June 2016 SFA indicated numbers were inaccurate. Ms. Walsh said this is a great project and she hopes it continues to move forward; she is proud of the work that has been done.

ANNOUNCEMENTS: none.

EXECUTIVE SESSION: Selectman Rosenthal moved to enter executive session to discuss legal matters relative to Albert Buehler v. Town of Newtown and Newtown Board of Education. Selectman Rodgers seconded. Executive session was entered into at 9:25pm and returned to regular session at 9:30pm with the following motion:

Selectman Rodgers moved to authorize the Town obtain legal counsel to defend itself in the Albert Buehler v. Town of Newtown and Newtown Board of Education lawsuit. Selectman Rosenthal seconded. All in favor.

ADJOURNMENT: Having no further business the regular Board of Selectmen meeting was adjourned at 9:31p.m.

Susan Marcinek, clerk

Attachments: G. Hopper letter; letter re: LOF; S&P report; BOS CIP (2018-2019 TO 2022-2023); CIP draft detail; STV/DPM cost breakdown per project; Pension Cte. recommendation; DPM contract, 6/17/14

Glen Hopper
279 CHASE TRAIL
SOUTHBURY CT 06488
203 264-9922

TO: BOARD OF SELECTMAN

I AM WRITING THIS LETTER TO YOU BECAUSE THERE IS A BIG PROBLEM WITH SEXUAL HARASSMENT GOING ON AT THE EDMOND TOWN HALL. FOR THREE YEARS PEOPLE HAVE BEEN COMPLAINING TO THE NEW MANAGER ABOUT THIS SUBJECT, NOTHING WAS EVER DONE TO STOP SEXUAL HARASSMENT AT THE WORK PLACE.

MY COMPANY HAND BOOK SAYS THAT THE BOARD OF SELECTMAN WILL LOOK INTO SEXUAL HARASSMENT, I WOULD LIKE TO MEET WITH YOU, HOPEFULLY YOU WILL BE ABLE TO STOP THIS. NO OTHER YOUNG GIRLS NEED TO BE VICTIMS OF THIS

Thank you

Glen Hopper

SEPT 18, 2017

Pat Llodra, NewTimes, & Newtown Bee

Bee- before you print any letters to the editor, or any other story about LOF Adaptive Skiers, you should do some investigating reporting. He is not a 501 C3. Check with the IRS. It would make a great news story.

After last week's Bee letter by Joel Zeisler urging a letter writing campaign, I must inform you that the town will be liable if you allow a business to continue running in a residential area next year, and if you knowingly allow the building a permanent structure on town property for a BUSINESS, that will also come into the lawsuit. The government, the NewTimes, and the Bee need to publically come out with the fact that he is NOT A NONPROFIT.

I have already written to both 1st Selectman Will Rodgers, who by the way, is running for office, and spoke to George Benson by phone, informing them that LOF Skiers is NOT a 501C3, yet this madness continues. If you search the IRS data base by name, neither LOF Adaptive Skiers nor Leaps of Faith Disabled Skiers or any combination of those words comes up. I even called the IRS and spoke with an agent to double-check, and they have no record of LOF nor Leaps of Faith. I believe Leaps of Faith at one time was a 501 C3, but as far as I know, Zeisler has never publically filed a public 990 tax return. Nonprofit status can be revoked for a number of reasons, the most likely reason is that Zeisler is making too large a profit.

Nautique Ski Boats sold him 2 high-end boats for the rock bottom price of \$100,000, thinking they were helping a nonprofit. Joel immediately sold them for \$150,000, making a profit of \$100,000 in a matter of weeks.

It is fraud to scam a business like Nautique out of money, and it is FRAUD to be posting yourself as a registered 501C3 to try to finagle a deal out of the town and our service organizations, like the Lion's Club.

Zeisler is a bully and posted a hurtful Facebook post about the people who live on our street, after which some of us received "I hope you die" messages. Please come forward to announce that he is not running a nonprofit, and that you will not allow him access on our street. We are not the bad guys in this situation. Zeisler is! For many families, including ours, a house is the biggest single investment we make. We chose to make our investment in Newtown, and we are depending on you Pat Llodra and the town government in protecting our rights.

We paid a premium to live near the water. You must protect our location and homes. The summer clinics have taken away the tranquility and sanctity our houses have held for us.

JUDGING BY ZEISLER'S LETTER, THE TOWN HAS NOT INVESTIGATED TO SEE IF LOF WAS A 501 C-3 AND NOT INFORMED HIM YOU KNOW OF THIS FACT. No amount of letter writing should sway you towards granting him what is unfairly demanding.

Actually, you need inform the IRS of known fraud. You no longer have ignorance of this fact as an excuse. He has posted both on his website and on his procures that he is a 501 C3 to solicit donations. FRAUD!

I will be awaiting a public statement from the town on this matter. Many of us have used our own boats and gasoline at no cost at his earlier clinics (where did they money go that he collected? We did everything for free!!!) and his "Not in our backyard" letter to the editor paints us in a horrible, heartless light. Joel needs to run his profitable BUSINESS – that is what it is- a BUSINESS - from a commercial marina, and not from a residential neighborhood. I await a public response.

Connecticut Fiscal Pressures Could Weaken Local Government Credit Quality

Primary Credit Analyst:

Victor M Medeiros, Boston (1) 617-530-8305; victor.medeiros@spglobal.com

Secondary Contacts:

Geoffrey E Buswick, Boston (1) 617-530-8311; geoffrey.buswick@spglobal.com

Timothy W Little, New York (212) 438-7999; timothy.little@spglobal.com

Research Contributor:

Vikram Sawant, CRISIL Global Analytical Center, an S&P Global Ratings affiliate, Mumbai

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Connecticut Fiscal Pressures Could Weaken Local Government Credit Quality

Connecticut's ongoing budget stalemate and brinkmanship at the state level is exerting fiscal pressure across local governments that could lead to downgrades if the budgetary impasse persists. Even if the state's biennial budget comes to a resolution and funding is restored to some extent, Connecticut's need to pass onto local governments costs as outlined in the governor's proposed budget gives us reason to believe weak credit conditions across local governments could persist for some time.

We understand the governor has recently issued another revised two-year budget plan—his third—looking for a compromise with the legislature. However, with no budget resolution in place, he recently revised an executive order designed to keep the government operating in balance for the year. To eliminate the state's 2018 projected deficit, the governor reduced total aid to municipalities by \$928 million, or 38%, from 2017 funding levels.

Overview

- Connecticut's prolonged state budget impasse will have widespread rating implications.
- Even if a budget resolution is in place, persistent long-term state budget pressures could continue to strain local government finances.
- Sluggish economic prospects will challenge local governments' ability to raise revenues and maintain fiscal balance.

According to our review of the executive order, roughly 38% of S&P Global Ratings' rated municipalities do not have reserves available to withstand the loss of intergovernmental aid if the budget impasse were to extend the fiscal year. If those governments are unable to make midyear adjustments, they will run the risk of depleting reserves to very weak levels. The executive order does maintain education funds for the neediest school districts; however, even those communities may be hit and could have very limited flexibility.

Over the next several weeks, if the budget impasse persists, we will be reviewing the full effect of the executive order and focus our efforts on those communities that we believe are the most vulnerable. The longer the impasse, the greater likelihood we would lower credit ratings, potentially by multiple notches, on those communities most exposed to liquidity pressures. If there is a budget resolution, we will then focus on any statutory changes and potential reduction in costs and how those would affect long-term budgetary performance and reserves at the local level.

Connecticut's Economic Prospects Remain Sluggish

The state has had a slow recovery from the last recession, and continues to rank low in terms of real GDP and total nonfarm employment. Following the Great Recession, real GDP bottomed in 2013, and growth has been fairly muted since, totaling 4.1% through 2017. Projections show growth with real GDP improving to 2.16%, but this ranks 35th nationwide and remains below average compared to 2.58% nationally. Employment gains are likely to remain very

weak, with projections of less than 1% growth, or just 15,000 jobs through 2019.

Increased competition from neighboring states and an inability to retain its predominant industries in the insurance and various manufacturing sectors have been challenging. The loss of GE to Boston in 2016, Aetna leaving Hartford for New York City, and the more recent loss of Alexion Pharmaceuticals have resulted in lost jobs, but also signal how difficult it will be for the state to attract new industry and businesses.

On the bright side, there has been a jump in new construction and housing starts throughout Connecticut. While the overall base level ranks low, it is projected to grow 42% into 2018, ranking first nationally by percent change. New construction, in addition to its associated economic activity, should provide some marginal boosts to taxable values and local government fees and other revenues to an extent, although these gains will vary from town to town.

Statutory State Aid Includes More Than Just Education Cost-Sharing (ECS) Grants

For fiscal 2017, statutory aid for Connecticut local governments totaled \$2.4 billion and was made up of ECS grants, payment-in-lieu-of-taxes (PILOT) grants (for state-owned real property, colleges and hospitals, casino grant funds, and other miscellaneous grants), and Municipal Revenue Sharing grants representing 82%, 11%, and 7% of the total, respectively.

According to the executive order, roughly \$928 million will be cut from fiscal 2017 levels. Of that, \$557 million will be from ECS, about \$239 million from PILOTs, and \$131 million from Municipal Revenue Sharing. Notably, one of the governor's guiding principles in the executive order has been to allocate funds based of fiscal capacity and also accommodate the neediest residents and school districts. Indeed, the governor has maintained ECS grants consistent with 2017 levels for some governments, and has eliminated them altogether for others. However, even for those communities with level funding, the overall effect of the executive order will weaken the communities' general fund operations. For example, ECS for Bridgeport will remain level, but the city still stands to lose roughly \$30.1 million--about 5.6% of revenues, PILOTs, and other municipal revenue-sharing grants--which amounts to about double what it has currently in available general reserves.

Near-Term Credit Effects Of The Executive Order Should The Budget Impasse Persist

If there is no budget solution, then our immediate focus will be on those communities that have lower reserves and liquidity and can't fully absorb the cuts instituted by the executive order. At this stage of the fiscal year, any drastic midyear adjustments, while possible, would be very difficult to implement. Depending on whether a community entered the fiscal year with a plan and contingency, the likely scenario is that it will use some portion of reserves to offset any loss in state aid. Based on our review, of the 88 S&P Global Ratings rated issues, virtually all will have to absorb cuts of 1% or more of general fund revenues. Roughly 37 communities will have to absorb cuts in aid representing greater than 10% revenues, and some communities (e.g., Beacon Falls and Plymouth) will have to absorb a loss of nearly one-quarter of their general fund revenues.

Any downward rating action will depend on the response of the municipality. If a community uses reserves, we would want to know to what extent, and its ability and capacity to adjust and avoid structural imbalance. Our methodology dictates that if reserves decline and are sustained at very weak levels, the community would have a rating no higher than 'A+', so a clear understanding of how it will respond and replenish reserves in the event of a prolonged budget impasse will be important.

Notably, not all communities will be hit by the cuts. For example, Greenwich stands to lose only \$596,000, which is negligible. Others like Norwalk, while they stand to lose about 1.6% of revenues, maintain very strong reserves and budgetary flexibility to manage the cut.

The Long-Term Ability To Adjust Will Be Increasingly Challenging For All Communities

Our immediate focus will be on the near-term credit impact and the immediate challenges communities will face if the budget is not resolved by October. Even if there is some resolution then, we believe there will still be prolonged fiscal uncertainty at the state and local government levels for some time. The state faces sizable budget gaps and the likelihood it will be able to close them in this economic climate without the prospect of downshifts to local governments of costs it currently bears is small. Given the strong likelihood that the state will push teacher pension costs down further, governments will have to rely on a greater percentage of local source revenue to balance budgets as the state is unlikely to provide substantial additional aid to localities.

We have long recognized that Connecticut municipalities have the ability to increase property tax revenues without any statewide caps or limitations. We also acknowledge that many are well managed and entered fiscal 2018 with contingencies in place and some with solid reserve balances. However, we believe governments over time may no longer have the political appetite to approve tax increases to shield them from state aid reduction or otherwise keep up with rising costs. This is particularly true if economic prospects remain dull or weak. Moreover, some communities may find it increasingly challenging to make the expenditure adjustments given limitations imposed by public-sector unions and other budgetary constraints. So, in our opinion, there are a number of factors that suggest revenue conditions for local governments in the state will remain weak for some time.

This has become more evident with the rapid credit deterioration of the city of Hartford and the continued budgetary challenges faced by other, similar communities. Higher rated municipalities are not immune from this weak credit environment, particularly as it relates to the likelihood of potential cost shifts from the state in the future.

Weak Credit Conditions Are Tied To Increased Uncertainty

We believe the budget impasse underscores the state's struggling financial health. The implication of persistent fiscal strain at the state level has affected credit quality for local governments across the state and will continue to do so. We will monitor the outcome of any budget resolution and potential changes in statutes governing local government revenue and expenditure responsibilities and the degree to which changes at the state level allow local municipalities the flexibility to adapt.

We continue to believe that if a state budget is ultimately approved, any outcome will remain challenging to some local governments, which is why--as part of the budget--the state is also formalizing a tiered level of system support. Even if a budget resolution is in place, some local governments already operating in a tight budgetary environment may have no choice but to draw on reserves in 2018, as municipal managers adapt to a potentially new funding paradigm. In the end, as state fiscal pressures and the budget impasse persist, all local governments in Connecticut will be affected and the degree of credit deterioration will depend on the government's level budgetary reserves and ability to increase revenues or adjust expenditures. Those governments lacking the budgetary flexibility to make such revenue and expenditure adjustments will be the most vulnerable to immediate downgrades.

Impact Of Executive Budget On Connecticut Municipalities

	Cumulative statutory aid (2017) (\$000)	Executive order resource allocation plan revised Aug. 18, 2017 (\$000)	Difference (Column B/Column C)	% of General Fund Revenues*	Most recent audited available fund balance (\$000)	S&P Global Ratings GO rating
Andover	2,417	466	(1,951)	(18)	\$2,723	AA+
Ansonia	17,411	16,747	(664)	(1)	\$9,724	AA
Avon	1,127	2	(1,126)	(1)	\$10,772	AAA
Barkhamsted	1,730	2	(1,729)	(15)	\$1,476	AA
Beacon Falls	4,241	-	(4,241)	(20)	\$2,877	AA
Berlin	7,118	14	(7,104)	(9)	\$13,457	AA+
Bethel	8,542	11	(8,531)	(11)	\$16,550	AAA
Bloomfield	6,975	6,185	(790)	(1)	\$18,152	AA+
Branford	2,857	21	(2,836)	(3)	\$24,537	AAA
Bridgeport	216,484	185,824	(30,659)	(6)	\$14,269	A
Bristol	47,394	45,152	(2,242)	(1)	\$33,083	AA+
Brookfield	1,787	4	(1,783)	(3)	\$4,947	AAA
Burlington	4,581	-	(4,581)	(14)	\$5,536	AA+
Canton	3,638	2	(3,635)	(9)	\$6,040	AAA
Chaplin	2,049	931	(1,118)	(1)	5,593	AAA
Cheshire	14,103	970	(13,133)	(12)	\$11,566	AAA
Cromwell	4,991	14	(4,977)	(10)	\$7,789	AAA
Danbury	38,277	31,541	(6,736)	(3)	\$32,936	AA+
Derby	9,701	8,029	(1,672)	(4)	\$1,038	AA
East Haddam	3,913	374	(3,539)	(11)	\$4,563	AA+
East Hampton	7,910	1,523	(6,387)	(14)	\$4,959	AAA
East Haven	21,069	20,080	(990)	(1)	\$4,985	A+
Easton	344	0	(344)	(1)	\$6,946	AAA
Enfield	32,023	8,671	(23,352)	(17)	\$21,180	AA
Fairfield	4,159	2	(4,158)	(1)	\$28,260	AAA
Glastonbury	7,457	6	(7,451)	(4)	\$26,845	AAA
Granby	5,782	2	(5,779)	(13)	\$4,674	AA+
Greenwich	597	-	(597)	(0)	\$56,175	AAA
Griswold	11,175	6,516	(4,659)	(14)	\$4,203	AA
Groton	27,786	7,614	(20,172)	(16)	\$12,123	AA+

Impact Of Executive Budget On Connecticut Municipalities (cont.)

	Cumulative statutory aid (2017) (\$000)	Executive order resource allocation plan revised Aug. 18, 2017 (\$000)	Difference (Column B/Column C)	% of General Fund Revenues*	Most recent audited available fund balance (\$000)	S&P Global Ratings GO rating
Guilford	3,232	10	(3,222)	(3)	\$9,603	AAA
Haddam	2,187	-	(2,187)	(7)	\$4,801	AAA
Hamden	36,762	28,279	(8,483)	(4)	\$2,961	A+
Hartford	271,618	215,295	(56,322)	(10)	\$14,131	B-
Hebron	7,112	688	(6,425)	(17)	\$7,022	AAA
Kent	97	-	(97)	(1)	\$2,039	AA+
Killingly	16,401	15,680	(721)	(1)	\$11,285	AA
Ledyard	13,778	6,010	(7,768)	(14)	\$4,141	AA
Manchester	38,981	36,069	(2,912)	(2)	\$23,072	AA+
Meriden	65,029	61,203	(3,826)	(2)	\$16,665	AA
Middletown	29,672	22,060	(7,612)	(5)	\$27,808	AAA
Milford	13,765	42	(13,724)	(6)	\$28,762	AA+
Naugatuck	33,124	31,893	(1,231)	(1)	\$12,229	AA
New Britain	102,509	90,389	(12,120)	(5)	\$28,400	A+
New Fairfield	4,660	4	(4,656)	(8)	\$7,127	AAA
New Hartford	3,275	3	(3,272)	(14)	\$3,927	AA
New Haven	226,298	159,068	(67,230)	(12)	\$2,024	A-
New London	35,725	27,033	(8,692)	(10)	\$4,751	A+
New Milford	12,598	1,224	(11,374)	(11)	\$18,973	AA+
Newington	16,181	1,336	(14,845)	(12)	\$21,441	AA+
Newtown	7,116	4	(7,112)	(6)	\$12,311	AAA
North Haven	5,070	7	(5,063)	(5)	\$12,421	AAA
Norwalk	17,043	11,322	(5,721)	(2)	\$47,984	AAA
Norwich	41,375	36,892	(4,483)	(4)	\$14,879	AA
Orange	1,989	-	(1,989)	(3)	\$11,237	AAA
Plainville	10,831	2,177	(8,654)	(15)	\$10,662	AA+
Plymouth	10,099	11	(10,088)	(24)	\$2,173	AA
Preston	4,218	1,527	(2,691)	(17)	\$3,419	AA+
Redding	476	1	(476)	(1)	\$7,364	AAA
Ridgefield	1,101	1	(1,101)	(1)	\$17,076	AAA
Rocky Hill	5,710	10	(5,700)	(8)	\$6,003	AA+
Seymour	10,528	2,084	(8,444)	(14)	\$6,072	AA+
Shelton	6,713	38	(6,675)	(6)	\$5,335	AA+
Simsbury	6,721	286	(6,434)	(6)	\$13,035	AAA
South Windsor	13,452	10	(13,442)	(11)	\$10,130	AA+
Southington	21,297	15	(21,282)	(14)	\$20,336	AA+
Stamford	17,825	11,134	(6,692)	(1)	\$34,325	AAA
Stonington	1,893	8	(1,885)	(3)	\$15,189	AA+
Stratford	22,987	114	(22,874)	(11)	\$7,255	AA
Suffield	11,859	1,874	(9,985)	(17)	\$9,961	AA+

Impact Of Executive Budget On Connecticut Municipalities (cont.)

	Cumulative statutory aid (2017) (\$000)	Executive order resource allocation plan revised Aug. 18, 2017 (\$000)	Difference (Column B/Column C)	% of General Fund Revenues*	Most recent audited available fund balance (\$000)	S&P Global Ratings GO rating
Thomaston	5,841	1,699	(4,142)	(15)	\$3,442	AA
Tolland	11,047	2,148	(8,899)	(15)	\$8,879	AAA
Torrington	27,667	5,026	(22,641)	(18)	\$10,085	AA-
Trumbull	4,230	15	(4,215)	(2)	\$19,838	AA+
Wallingford	22,852	2,396	(20,456)	(13)	\$27,607	AA+
Waterbury	164,313	145,052	(19,261)	(5)	\$22,661	AA-
Waterford	819	12	(808)	(1)	\$11,461	AA
Watertown	12,302	2,355	(9,947)	(14)	\$8,484	AA+
West Hartford	24,006	245	(23,762)	(8)	\$21,535	AAA
West Haven	52,776	46,190	(6,586)	(4)	(\$16,888)	BBB
Wethersfield	10,644	31	(10,613)	(10)	\$11,391	AA+
Windham	32,849	27,656	(5,193)	(7)	\$9,495	AA
Windsor	12,862	12,189	(674)	(1)	\$24,372	AAA
Windsor Locks	5,924	5,190	(734)	(1)	\$13,057	AA+
Wolcott	13,830	6,716	(7,114)	(12)	\$4,446	AA

*Most recent audited fiscal year. GO--General obligation.

Only a rating committee may determine a rating action and this report does not constitute a rating action.

TOWN OF NEWTOWN BOARD OF SELECTMEN CIP - (2018 - 2019 TO 2022 - 2023)							
RANK	2018 - 2019 (YEAR ONE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
1	Capital Road Program	PW	3,000,000	1,000,000		2,000,000	
2	Bridge Replacement Program	PW	400,000	400,000			
3	Edmond TH Bathroom Handicap Access	ETH	50,000	50,000			
4	Sandy Hook Permanent Memorial	SH MEM	250,000	250,000			
5	Edmond Town Hall Theater Renovations	ETH	252,000	252,000			
5	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
6	FFH Building Remediation / Demolition / Infrastructure	FFH	4,000,000	4,000,000			
7	Brownfields Remediation/Re-purposing-7/28A Glen Rd	ECON DEV	200,000	200,000			
8	Eichters Cove Improvements Phase (2 of 2)	P & R	400,000	200,000			200,000
	TOTALS	>>>>>>>	8,902,000	6,702,000	-	2,000,000	200,000
RANK	2019 - 2020 (YEAR TWO)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,250,000			2,250,000	
	Bridge Replacement Program	PW	400,000	400,000			
	Police Facility - Construction Phase	POLICE	8,000,000	8,000,000			
	Tilson Artificial Turf Replacement	P & R	500,000				500,000
	Dickinson Pavilion Replacement	P & R	450,000	450,000			
	Edmond Town Hall Exterior Renovations	ETH	268,000	268,000			
	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
	TOTALS	>>>>>>>	12,218,000	9,468,000	-	2,250,000	500,000
RANK	2020 - 2021 (YEAR THREE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,500,000			2,500,000	
	Bridge Replacement Program	PW	400,000	400,000			
	Police Facility - Construction Phase	POLICE	5,000,000	5,000,000			
	Radio System Upgrade and Console	ECC	1,775,000	1,775,000			
	FFH Building Remediation / Demolition / Infrastructure	FFH	2,000,000	2,000,000			
	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
	TOTALS	>>>>>>>	12,025,000	9,525,000	-	2,500,000	-
RANK	2021 - 2022 (YEAR FOUR)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,750,000			2,750,000	
	Bridge Replacement Program	PW	400,000	400,000			
	FFH Building Remediation / Demolition	FFH	2,000,000	2,000,000			
	Fairfield Hills Pickle Ball Courts	P & R	420,000	420,000			
	Edmond Town Hall Parking Lot Improvements	ETH	450,000	450,000			
	Library Renovations / replacements / upgrades	LIB	300,000	300,000			
	TOTALS	>>>>>>>	6,320,000	3,570,000	-	2,750,000	-
RANK	2022 - 2023 (YEAR FIVE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	3,000,000			3,000,000	
	Bridge Replacement Program	PW	400,000	400,000			
	FFH Building Remediation / Demolition	FFH	2,000,000	2,000,000			
	P & R Maintenance Yard Improvements	P & R	670,000	670,000			
	Edmond TH Tenant Space and Elevator Space Reno	ETH	500,000	500,000			
	Library Renovations / replacements / upgrades	LIB	250,000	250,000			
	TOTALS	>>>>>>>	6,820,000	3,820,000	-	3,000,000	-
GRAND TOTALS			46,285,000	33,085,000	-	12,500,000	700,000

TOWN OF NEWTOWN
2018-19 TO 2022-23 CIP
BOS DRAFT

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TOWN OF NEWTOWN
BOARD OF SELECTMEN CIP - (2018 - 2019 TO 2022 - 2023)

RANK	2018 - 2019 (YEAR ONE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	3,000,000	1,000,000		2,000,000	
	Bridge Replacement Program	PW	400,000	400,000			
	FFH Building Remediation / Demolition / Infrastructure	FFH	4,000,000	4,000,000			
	Elchlers Cove Improvements Phase (2 of 2)	P & R	400,000	200,000			200,000
	Edmond Town Hall Theater Renovations	ETH	252,000	252,000			
	Edmond TH Bathroom Handicap Access	ETH	50,000	50,000			
	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
	Brownfields Remediation/Re-purposing - 7 / 28A Glen Rd	ECON DEV	200,000	200,000			
	Sandy Hook Permanent Memorial	SH MEM	250,000	250,000			
	TOTALS	>>>>>>>	8,902,000	6,702,000	-	2,000,000	200,000
RANK	2019 - 2020 (YEAR TWO)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,250,000			2,250,000	
	Bridge Replacement Program	PW	400,000	400,000			
	Police Facility - Construction Phase	POLICE	8,000,000	8,000,000			
	Tilson Artificial Turf Replacement	P & R	500,000				500,000
	Dickinson Pavilion Replacement	P & R	450,000	450,000			
	Edmond Town Hall Exterior Renovations	ETH	268,000	268,000			
	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
	TOTALS	>>>>>>>	12,218,000	9,468,000	-	2,250,000	500,000
RANK	2020 - 2021 (YEAR THREE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,500,000			2,500,000	
	Bridge Replacement Program	PW	400,000	400,000			
	Police Facility - Construction Phase	POLICE	5,000,000	5,000,000			
	Radio System Upgrade and Console	ECC	1,775,000	1,775,000			
	FFH Building Remediation / Demolition / Infrastructure	FFH	2,000,000	2,000,000			
	Library Renovations / replacements / upgrades	LIB	350,000	350,000			
	TOTALS	>>>>>>>	12,025,000	9,525,000	-	2,500,000	-
RANK	2021 - 2022 (YEAR FOUR)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	2,750,000			2,750,000	
	Bridge Replacement Program	PW	400,000	400,000			
	FFH Building Remediation / Demolition	FFH	2,000,000	2,000,000			
	Fairfield Hills Pickle Ball Courts	P & R	420,000	420,000			
	Edmond Town Hall Parking Lot Improvements	ETH	450,000	450,000			
	Library Renovations / replacements / upgrades	LIB	300,000	300,000			
	TOTALS	>>>>>>>	6,320,000	3,570,000	-	2,750,000	-
RANK	2022 - 2023 (YEAR FIVE)			Proposed Funding			
	BOARD OF SELECTMEN	Dept.	Amount Requested	Bonding	Grants	General Fund	Other
	Capital Road Program	PW	3,000,000			3,000,000	
	Bridge Replacement Program	PW	400,000	400,000			
	FFH Building Remediation / Demolition	FFH	2,000,000	2,000,000			
	P & R Maintenance Yard Improvements	P & R	670,000	670,000			
	Edmond TH Tenant Space and Elevator Space Reno	ETH	500,000	500,000			
	Library Renovations / replacements / upgrades	LIB	250,000	250,000			
	TOTALS	>>>>>>>	6,820,000	3,820,000	-	3,000,000	-
GRAND TOTALS			46,285,000	33,085,000	-	12,500,000	700,000

Town of Newtown, Connecticut

Capital Improvement Plan

'18/'19 thru '22/'23

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Economic Development							
Brownfield Remediation/Re-purposing - 7/28A Glen <i>Bonding</i>	EDC -1	200,000 200,000					200,000 200,000
Economic Development Total		200,000					200,000
Edmond Town Hall							
Edmond Town Hall Theater Renovations <i>Bonding</i>	ETH - 1	252,000 252,000					252,000 252,000
ETH Bathroom Handicap Access <i>Bonding</i>	ETH - 2	50,000 50,000					50,000 50,000
Edmond Town Hall Exterior Renovations <i>Bonding</i>	ETH - 3		268,000 268,000				268,000 268,000
Edmond Town Hall - Parking Lot Improvements <i>Bonding</i>	ETH - 4				450,000 450,000		450,000 450,000
ETH Tenant Space and Elevator Renovations <i>Bonding</i>	ETH - 5					500,000 500,000	500,000 500,000
Edmond Town Hall Total		302,000	268,000		450,000	500,000	1,520,000
Emergency Comm Ctr							
Radio System Upgrade <i>Bonding</i>	ECC - 1			1,775,000 1,775,000			1,775,000 1,775,000
Emergency Comm Ctr Total				1,775,000			1,775,000
FHA							
FHA Building Remediation / Demolition / Renovation <i>Bonding</i>	FHA-1	4,000,000 4,000,000		2,000,000 2,000,000	2,000,000 2,000,000	2,000,000 2,000,000	10,000,000 10,000,000
FHA Total		4,000,000		2,000,000	2,000,000	2,000,000	10,000,000
Library							
Library Renovations / Replacements / Upgrades <i>Bonding</i>	LIB-1	350,000 350,000					350,000 350,000
Library Renovations / Replacements / Upgrades <i>Bonding</i>	LIB-2		350,000 350,000				350,000 350,000
Library Renovations / Replacements / Upgrades <i>Bonding</i>	LIB-3			350,000 350,000			350,000 350,000
Library Renovations / Replacements / Upgrades <i>Bonding</i>	LIB-4				300,000 300,000		300,000 300,000
Library Renovations / Replacements / Upgrades <i>Bonding</i>	LIB-5					250,000 250,000	250,000 250,000

Department	Project #	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Library Total		350,000	350,000	350,000	300,000	250,000	1,600,000
Parks & Recreation							
Eichert's Cove Improvements (phase 2 of 2)	P & R - 1	400,000					400,000
<i>Bonding</i>		200,000					200,000
<i>Other</i>		200,000					200,000
Tilson Artificial Turf Replacement	P & R - 2		500,000				500,000
<i>Other</i>			500,000				500,000
Dickinson Park Pavilion Replacement	P & R - 3		450,000				450,000
<i>Bonding</i>			450,000				450,000
Fairfield Hills Pickleball Courts	P & R - 4				420,000		420,000
<i>Bonding</i>					420,000		420,000
Maintenance Yard Improvements	P & R - 5					670,000	670,000
<i>Bonding</i>						670,000	670,000
Parks & Recreation Total		400,000	950,000		420,000	670,000	2,440,000
Police							
Police Facility	Pol -1		8,000,000	5,000,000			13,000,000
<i>Bonding</i>			8,000,000	5,000,000			13,000,000
Police Total			8,000,000	5,000,000			13,000,000
Public Works							
Capital Road Program	PW - 1	3,000,000	2,250,000	2,500,000	2,750,000	3,000,000	13,500,000
<i>Bonding</i>		1,000,000					1,000,000
<i>General Fund</i>		2,000,000	2,250,000	2,500,000	2,750,000	3,000,000	12,500,000
Bridge Replacement Program	PW - 2	400,000	400,000	400,000	400,000	400,000	2,000,000
<i>Bonding</i>		400,000	400,000	400,000	400,000	400,000	2,000,000
Public Works Total		3,400,000	2,650,000	2,900,000	3,150,000	3,400,000	15,500,000
S.H. Permanent Memorial Comm							
Sandy Hook Permanent Memorial	FS - 1	250,000					250,000
<i>Bonding</i>		250,000					250,000
S.H. Permanent Memorial Comm Total		250,000					250,000
GRAND TOTAL		8,902,000	12,218,000	12,025,000	6,320,000	6,820,000	46,285,000

Town of Newtown, Connecticut

Capital Improvement Plan

'18/'19 thru '22/'23

EXPENDITURES AND SOURCES SUMMARY

Department	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Economic Development	200,000					200,000
Edmond Town Hall	302,000	268,000		450,000	500,000	1,520,000
Emergency Comm Ctr			1,775,000			1,775,000
FHA	4,000,000		2,000,000	2,000,000	2,000,000	10,000,000
Library	350,000	350,000	350,000	300,000	250,000	1,600,000
Parks & Recreation	400,000	950,000		420,000	670,000	2,440,000
Police		8,000,000	5,000,000			13,000,000
Public Works	3,400,000	2,650,000	2,900,000	3,150,000	3,400,000	15,500,000
S.H. Permanent Memorial Comm	250,000					250,000
EXPENDITURE TOTAL	8,902,000	12,218,000	12,025,000	6,320,000	6,820,000	46,285,000

Source	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	6,702,000	9,468,000	9,525,000	3,570,000	3,820,000	33,085,000
General Fund	2,000,000	2,250,000	2,500,000	2,750,000	3,000,000	12,500,000
Other	200,000	500,000				700,000
SOURCE TOTAL	8,902,000	12,218,000	12,025,000	6,320,000	6,820,000	46,285,000

PROJECT DETAIL

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **EDC -1**

Project Name **Brownfield Remediation/Re-purposing - 7/28A Glen Rd**

Type Land Improvements

Department Economic Development

Useful Life

Contact Christal Preszler, Deputy Dir, Ec

Category Land Improvements

Description

Cleanup, oversight, assessment and activities related to the review, cleanup and reuse of town owned brownfields.

Justification

Could potentially put land back onto the tax rolls or could make usable for community purposes. Would also eliminate a blighted area.

Budget Impact/Other

Will improve the tax base.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Other	200,000					200,000
Total	200,000					200,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	200,000					200,000
Total	200,000					200,000

•\$25,000 28A Glen Road, cleanup, oversight and assessment/ removal of miscellaneous haz materials on site and other town owned properties.

•\$175,000 clean up and oversight of activities at 7 Glen Road and other town owned properties.

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **ETH - 1**
 Project Name **Edmond Town Hall Theater Renovations**

Type Building construction/renovatio Department Edmond Town Hall
 Useful Life 35 Contact Margot S. Hall, Chairman
 Category Buildings

Description
Repair aging and unsafe main theater components in order to safely host performances and improve revenue. See attached for more detail.
Justification
Movie revenue continues to decline, but live performances generate good revenue. The theater's main fire, safety and performing infrastructure is outdated and unsafe. In its current condition the theater cannot realize its full potential as a performing arts venue.
Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance	252,000					252,000
Total	252,000					252,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	252,000					252,000
Total	252,000					252,000

Edmond Town Hall Theater Safety Project Detail (2018-19):

New Rigging and Bars \$26,500

New Fire Curtain \$1500

Backdrop \$5,000

Black Tormentors \$10,000

New Fire Resistant Curtain \$13,000

New Lighting Rails

Fully Expanded Light Rail on Balcony

Alarmed Cage around Fire Wings on Roof

New Swag

Temporary staging for orchestra pit

Ramps for stage loading

Removable stage extension over orchestra pit

Lift for grand piano

New theatrical lights

Insulation and plastering of patched brickwork backstage

New Lighting in Dressing Rooms and Walkways

New Toilets and Sinks in Dressing Rooms

New lift

Repair of plaster in dressing rooms

Reduction of cage around lighting board

Proper positioning of curtain movement mechanism

Replace Ropes on Asbestos with steel guides

Add side wall lighting positions

Insulate sound transfer from below

Replace carpeting with fire resistant carpeting on both levels.

Capital Improvement Plan

'18/'19 thru '22/'23

Town of Newtown, Connecticut

Project # **ETH - 2**

Project Name **ETH Bathroom Handicap Access**

Type Building construction/renovatio

Department Edmond Town Hall

Useful Life

Contact Margot S. Hall, Chairman

Category Buildings

Description

To provide handicapped access to a men's and women's bathroom in Edmond Town Hall

Justification

There is no handicapped access to bathrooms in Edmond Town Hall.

Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance	50,000					50,000
Total	50,000					50,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	50,000					50,000
Total	50,000					50,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **ETH - 3**
 Project Name **Edmond Town Hall Exterior Renovations**

Type Building construction/renovatio Department Edmond Town Hall
 Useful Life 35 Contact Margot S. Hall, Chairman
 Category Buildings

Description

Repair aging exterior building infrastructure which needs drainage repairs, roof repairs, brick repointing, stone work repairs, exterior lighting, etc. See attached for more detail.

Justification

Public safety, responsible maintenance and continued revenue generation to help offset building maintenance costs. Currently, bricks are in danger of falling on people, steps are dangerous to walk on, roofs have outlived their useful life and rusted and rotted gutter pipes in walls are allowing water in to building when it rains. Floor has rotted on ground level and there is danger of mold forming due to water entry. In addition, the Police have advised us to replace external doors and locks and install alarm system because they are limited in how they can help otherwise.

Budget Impact/Other

Annual maintenance contracts = \$3,000

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance		268,000				268,000
Total		268,000				268,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding		268,000				268,000
Total		268,000				268,000

Edmond Town Hall – Building Renovation Detail (2019/20):

Repainting of bricks on south and west side of building and install of chimney cap \$20,000

Repair of stone steps on front entry of building where sand has washed away \$13,000

Repair of 4 rotted in-wall cast-iron gutters \$24,000

Repair of four exterior doors that are insecure and not functional. \$20,000

Install burglar/alarm security system \$5,000

Replace flat roof which is more than 30 years old \$80,000

Repair slate roof on original building \$30,000

Repair floor on ground level where water has been entering through bad gutters \$2,000

Repair clock tower \$30,000

Repair stone steps on north side of building \$10,000

Restore and paint building dormers and trim \$12,000

Replace 8 old windows behind theater and on South side of theater 11,000

Repair non-functional exterior lighting \$6,000

Repair rusted, split, unsafe iron work \$5,000

Capital Improvement Plan

'18/'19 thru '22/'23

Town of Newtown, Connecticut

Project # **ETH - 4**
Project Name **Edmond Town Hall - Parking Lot Improvements**

Type Land Improvements
Useful Life 25
Category Land Improvements
Department Edmond Town Hall
Contact Margot S. Hall, Chairman

Description

Repair current parking lot to provide safe, well-lighted space for parking and for additional events such as fundraisers, exhibitions, etc. Install lighting, cameras, Expand use by providing access to water and power. Provide pedestrian walkways and good signage. Increase handicapped parking, improve grading and paint lines, add space.

Justification

Current parking lot has old patched pavement that is unsafe. There is more demand for use of the lot by Edmond Town Hall patrons as well as the patrons of the new businesses on Main Street. Many more seniors use the space because of Bridge Club and it is difficult to navigate the parking lot in its current state.

Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance				450,000		450,000
Total				450,000		450,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding				450,000		450,000
Total				450,000		450,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **ETH - 5**
 Project Name **ETH Tenant Space and Elevator Renovations**

Type Building construction/renovatio Department Edmond Town Hall
 Useful Life Contact Margot S. Hall, Chairman
 Category Buildings

Description

(1) Repair and modernize tenant and day rental space to make it competitive with other spaces and facilities. Add ductless AC units, new flooring, adequate lighting and securit. See attached.

(2) Overhaul of elevator (the newest one) & repurposing of unusable (original) elevator to usable space.

Justification

(1) To be able to continue receiving rental revenue that helps offset building maintenance costs. Also to provide spaces in the building that are consistent with the expectations of our community.

(2) Elevator has not had a major overhaul since its installation. This is major maintenance that ensures the continued use for ten more years. This is the only elevator.

The other elevator has been shuttered by the state of CT and is occupying space on each level that is sorely needed for maintenance of the building, specifically, janitorial closets with utility sink and store supply.

Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance					500,000	500,000
Total					500,000	500,000
Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding					500,000	500,000
Total					500,000	500,000

Edmond Town Hall Renovation of Tenant Space Detail (2022-23):

Ductless AC units for all offices and meeting rooms \$150,000

New flooring for all offices

Sound baffles for Old Court Room

Individualized access to office through digital entry system

Resurfacing of Lower Meeting Room and Meeting Room 2 to Reduce Basement Feel

Central AC for hallways

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **ECC - 1**
Project Name **Radio System Upgrade**

Type **Equipment Purchases** Department **Emergency Comm Ctr**
Useful Life Contact **Maureen Will, ECC Director**
Category **Equipment**

Description

The radio console and many components of the radio system will go out of support at the end of 2018. The console will continue to function however repair will be more and more difficult to do and at some point it will NOT be repairable this end of support includes items that make up the radio system and the console.
The town needs to begin the process of budgeting at a minimum of 1.3 million dollars for a radio system upgrade. If we continue to dispatch from 3 Main street the console will need to be replaced -- the cost for this is about \$475K additional. The equipment is the life line to all the responders in our community -- Police / Fire and EMS. I have maintained the system to the best of my ability with funding and grants. It has been well over ten (10) years since the radio system was installed and it is time for it to be upgraded

Justification

Equipment have reached their useful life

Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Equip/Vehicles/Furnishings			1,775,000			1,775,000
Total			1,775,000			1,775,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding			1,775,000			1,775,000
Total			1,775,000			1,775,000

Capital Improvement Plan

'18/'19 thru '22/'23

Town of Newtown, Connecticut

Project # **FHA-1**
Project Name **FHA Building Remediation / Demolition / Renovation**

Type Building construction/renovatio Department FHA
Useful Life Contact Ross Carley, FHA
Category Land Improvements

Description

The overall Fairfield Hills Authority goal for Fairfield Hills is to clean up the property, provide a safe and enjoyable destination for all the people of Newtown. These requests work to accomplish these goals through building remediation, demolition and renovations as well as site infrastructure improvements.

Justification

The remediation, removal and reclamation of former State hospital buildings that have been identified as beyond restoration is the next phase of the campus master plan. The buildings continue to deteriorate and are a risk to adjoining properties, personnel and the public. Demolition prepares the vacant land to be incorporated into the master plan.

Budget Impact/Other

There will be additional lawn maintenance costs. Cost TBD.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Other	4,000,000		2,000,000	2,000,000	2,000,000	10,000,000
Total	4,000,000		2,000,000	2,000,000	2,000,000	10,000,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	4,000,000		2,000,000	2,000,000	2,000,000	10,000,000
Total	4,000,000		2,000,000	2,000,000	2,000,000	10,000,000

[illegible]

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project #	LIB-1
Project Name	Library Renovations / Replacements / Upgrades

Type	Building construction/renovatio	Department	Library
Useful Life		Contact	Robert Geckle, President
Category	Buildings		

Description
<p>(1) Furnish and install replacement skylights located in the existing slate roof of the original building and other roof and flashing repairs as required.</p> <p>(2) Upgrade HVAC system.</p> <p>(3) Furnish and install new carpet in the meeting room.</p> <p>(4) Upgrade the existing mens & ladies room adjacent to the meeting room, including lighting, plumbing fixtures & finishes plus ADA compliance.</p> <p>(5) Upgrade the existing server, switch, and telephone with the current equipment and technology.</p> <p>(6) Long range space planning & development phase II, including staff security, childrens room, meeting room and flexible space.</p> <p>(7) Partial replacement of existing furniture where required.</p>

Justification
<p>(1) Existing glass paneled, wood framed skylights located in the original section of the library has not been maintained and it is feared structurally unsound.</p> <p>(2) HVAC system needs upgrading due to age.</p> <p>(3) The existing carpet in the meeting room is really worn from the continuous use of the room for events. The carpet also withstood two flood events in the past three years.</p> <p>(4) The existing rest room lights and plumbing fixtures are not efficient and need replacing. This project would also update the finishes in both rooms.</p> <p>(5) With technology consistently changing it is imperative that the library remain current on how it's patrons gather information and also expand the efficiency of the library's operating equipment and systems.</p> <p>(6) Second phase of the implementation of the long range planning goals and direction and reconstruction of the space in specific departments and areas of the library.</p> <p>(7) Most of the interior furniture ranges in age from 20 to 85 years and should be replaced for both the safety and comfort of patrons. Upholstered pieces need to be sturdy commercial grade and ADA compliant.</p>

Budget Impact/Other
<p>Maintenance and energy costs will be reduced. Exact amounts will be determined in subsequent years.</p> <p>Organize and revise space to better serve community needs and improve security.</p>

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Other	350,000					350,000
Total	350,000					350,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	350,000					350,000
Total	350,000					350,000

Capital Improvement Plan

'18/'19 thru '22/'23

Town of Newtown, Connecticut

Project # **LIB-2**

Project Name **Library Renovations / Replacements / Upgrades**

Type Building construction/renovatio

Department Library

Useful Life

Contact Robert Geckle, President

Category Buildings

Description

(1) Boiler and heat exchanger replacement.
(2) Long range planning and development phase III; including ADA access, self service kiosks, etc. Reconstruct, realign and retrofit the library's respective departments and study areas, established through long term planning.

Justification

(1) HVAC system was refurbished in 1997 when the rear building was erected. Without having a chemical treated water system the heating & cooling system piping and equipment have valves and controls that fail. The new system will lower utility costs by 15 - 20 %.
(2) Through the extensive studies done in the long term planning done by the library this will keep the library an essential part of the community's culture.

Budget Impact/Other

Lower utility costs. Ensure reliable HVAC performance. Organize and revise space to better serve community and improve security and access.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance		350,000				350,000
Total		350,000				350,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding		350,000				350,000
Total		350,000				350,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **LIB-3**
 Project Name **Library Renovations / Replacements / Upgrades**

Type Building construction/renovatio Department Library
 Useful Life Contact Robert Geckle, President
 Category Buildings

Description

- (1) Replacement of the existing slate shingled roof of the original building. The project would also include replacing the gutters, downspouts and flashing as needed.
- (2) Replace the existing heating and cooling perimeter fan coil units throughout the rear building which was built in 1997.
- (3) Replace the existing cooling plant chambers and heat exchanger (entire assembly). Reuse the existing chiller pumps and controls, previously replaced through an earlier CIP project.
- (4) Long range space planning and development phase IV; including engineering services, building access improvements.

Justification

- (1) The existing slate roof, flashing, gutters and downspouts are original to the structure. This request has been included in every CIP submission since 2012.
- (2) The existing fan coil units are beginning to fail due to internal clogging of the operating valves and sediment build up in the control valves and heating/cooling coils.
- (3) While replacement of the chiller pumps and controls were addressed, the chilled water tower (plant) is original to the building built in 1997. The cooling coils, piping and mechanical valves have been maintained regularly but preventative maintenance on this equipment has increased with valves and controls failing more frequently.
- (4) Through extensive long range planning, necessary space changes to maintain library service to the community.

Budget Impact/Other

- (1) Reduce maintenance and operating costs; ensure reliable HVAC performance.
- (2) Organize space to provide improved community access.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance			350,000			350,000
Total			350,000			350,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding			350,000			350,000
Total			350,000			350,000

Capital Improvement Plan
Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **LIB-4**
 Project Name **Library Renovations / Replacements / Upgrades**

Type Building construction/renovatio Department Library
 Useful Life Contact Robert Geckle, President
 Category Buildings

Description

- (1) Building upgrades, including but not limited to carpeting, tile, bathrooms and signage, ADA compliance.
- (2) Refresh workstations to current technology.
- (3) Long range planning development phase V; including study rooms and flexible meeting space.

Justification

- (1) Replace and repair carpeting and tile in restrooms that have been in service over 15 years.
- (2) Replace obsolete public and staff workstations on a scheduled basis.
- (3) Through extensive long range planning - space changes are needed to maintain library services to the community.

Budget Impact/Other

Normal maintenance capital; ADA compliance.
 Scheduled technology upgrades
 Long range planning and development phase V including study rooms and flexible meeting space.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance				300,000		300,000
Total				300,000		300,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding				300,000		300,000
Total				300,000		300,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **LIB-5**
 Project Name **Library Renovations / Replacements / Upgrades**

Type Building construction/renovatio Department Library
 Useful Life Contact Robert Geckle, President
 Category Buildings

Description
(1) Upgrades included but not limited to driveways, sidewalks and carpet and flooring replacements. (2) Long range planning and development phase VI; including flexible space and solarium.
Justification
(1) Upgrades are repair and replace items that are 20 to 40 years in service. (2) Through extensive long range planning necessary space changes to maintain library service to the community.
Budget Impact/Other
Normal maintenance capital; patron and staff safety. Organize space to better serve community needs.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance					250,000	250,000
Total					250,000	250,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding					250,000	250,000
Total					250,000	250,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # P & R - 1

Project Name Eichler's Cove Improvements (phase 2 of 2)

Type Park Improvements

Department Parks & Recreation

Useful Life 20

Contact AMY MANGOLD, DIRECTOR

Category Buildings

Description

A bathhouse to provide showers, changing facilities, sinks & toilets.

(in 2015-16 parking and driveway improvements along with pavillion addition and septic reserve were accomplished)

Justification

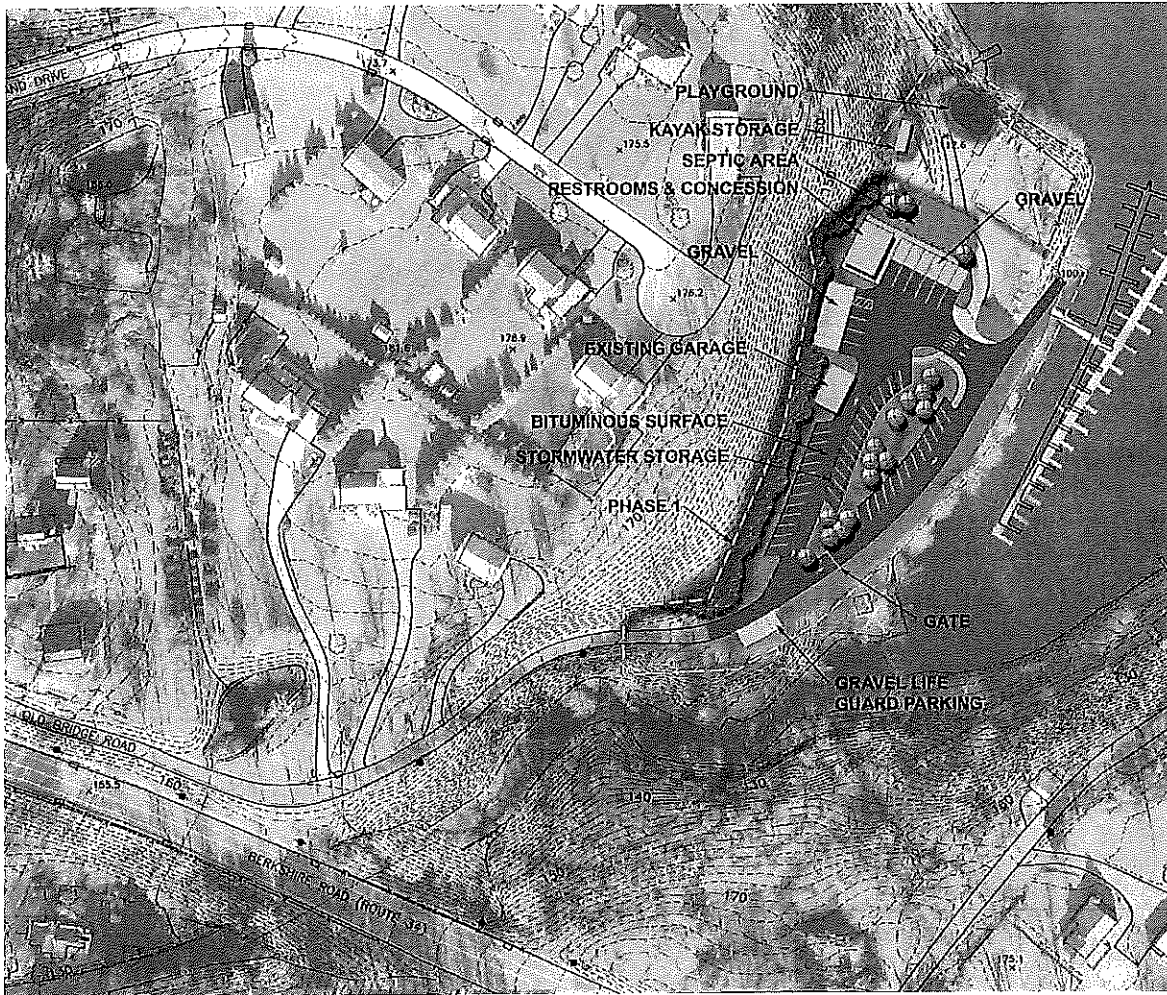
Currently there are no bathrooms at Eichler's cove. Patrons who pay to use the facility or rent a boat slip use portable bathrooms. There is no changing area, sinks, showers or toilets other than temporary.

Budget Impact/Other

NO IMPACT ON THE GENERAL FUND OPERATING BUDGET. ADDITIONAL OPERATING ITEMS SUCH AS UTILITIES AND SALARIES WILL BE FUNDED BY THE EICHLER'S COVE SPECIAL REVENUE FUND.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance	400,000					400,000
Total	400,000					400,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	200,000					200,000
Other	200,000					200,000
Total	400,000					400,000



EICHLER'S COVE PARK PARKING EXPANSION AND ENHANCEMENT PLAN DECEMBER 3, 2010



Capital Improvement Plan
Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **P & R - 2**
 Project Name **Tilson Artificial Turf Replacement**

Type **Park Improvements** Department **Parks & Recreation**
 Useful Life Contact **AMY MANGOLD, DIRECTOR**
 Category **Unassigned**

Description

Replace artificial turf at Tilson.

Justification

Turf has reached its usefull life

Budget Impact/Other

Reduced maintenance costs

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance		500,000				500,000
Total		500,000				500,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Other		500,000				500,000
Total		500,000				500,000

Capital Improvement Plan
Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **P & R - 3**
 Project Name **Dickinson Park Pavilion Replacement**

Type Building construction/renovatio Department Parks & Recreation
 Useful Life 50 Contact AMY MANGOLD, DIRECTOR
 Category Buildings

Description
 Replace 50 year old pavilion that has served its useful life span.

Justification
 Existing structure has become dilapidated and dry rotted. Replacement pavilion will consist of modern materials to insure another long lasting structure. Reconfigure footprint and landscape enhancement to better serve the needs of the community including a porous paver plaza which is ADA compliant. Facility infrastructure will be updated: Lighting, PA system, plumbing, electrical and security.

Budget Impact/Other
 Reduced maintenance costs

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance		450,000				450,000
Total		450,000				450,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding		450,000				450,000
Total		450,000				450,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # **P & R - 4**
 Project Name **Fairfield Hills Pickleball Courts**

Type Building construction/renovatio Department Parks & Recreation
 Useful Life Contact AMY MANGOLD, DIRECTOR
 Category Buildings

Description

Pickleball is one of the fastest most popular growing sports in the country. It is a great sport for multi-generations. A goal is to offer more active programing for the aging population and pickleball is one that seniors and residents of all ages can enjoy.

Plan is for four courts:

4 courts - \$240,000

Site development (landscaping) - \$40,000

Lighting - \$140,000

These costs are based on the construction of the new Treadwell courts with post tension concrete slabs. Courts built with post tension as opposed to asphalt will last 25-30 years. They will need to be recoated every 7-8 years.

Justification

Pickleball programs and the current court at Treadwell are filling to full capacity on a regular basis. The current single court at Treadwell Park and the temporary courts at Fairfield Hills have become popular and very busy.

Budget Impact/Other

Increase in the Building Maintenance department budget.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance				420,000		420,000
Total				420,000		420,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding				420,000		420,000
Total				420,000		420,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # P & R - 5
Project Name Maintenance Yard Improvements

Type Unassigned Department Parks & Recreation
Useful Life Contact AMY MANGOLD, DIRECTOR
Category Infrastructure

Description

To renovate and make improvements to the back lot of the Maintenance facility on Trades Lane. This project will include but is not limited to repairing drainage and paving for employee trucks and personal vehicle parking.. Creating storage bins for yard materials and to renovate and improve fencing and lighting for safety and security.

Justification

Currently there are many drainage issues tied to this lot and the campus that need to be addressed from reconfigured from this area. There is no employee parking in the back lot and employees currently park at the Reed School. The materials for fields and landscaping have no defined outside storage areas and need containment. Improved fencing and lighting need to be improved for safety and security of employees, vehicles and materials for theft and vandalism.

Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance					670,000	670,000
Total					670,000	670,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding					670,000	670,000
Total					670,000	670,000

Cost detail for rear yard improvements of Parks and Recreation Maintenance Facility

- Remove remnants of dilapidated greenhouse and dispose of properly based on testing \$75,000
 - Cost would cover cold storage structure if grant removes greenhouse prior
- Excavate and grub rear lot to delineate safe work space, employee parking, plow storage, trailer storage and Town vehicle parking \$60,000
- Pave entire front and rear parking lot, including safe employee parking area away from work zones. This includes catch basins and drainage. (Based on asphalt tonnage costs, aggregate cost, and average price per square foot installation costs) \$122,500
- Engineering and site borings \$20,000
- Loading dock repairs and renovations. (Based on price of loading dock plates, bumpers, and concrete repair of existing rear ramp.) \$16,000
- Replace failed gutter drains under parking lot (Gutters were replaced under roofing project) with applicable drainage to remove water from building surrounds. This will include piping building surrounds, trench drainage in front of garage doors, as well as tie in to existing storm water basins. (Based on linear footage of pipe, fittings and excavation services for building perimeter) \$22,000
- Install trees and shrubs suitable for screening and erosion control purposes along road, as well as planting sediment detention areas at drainage points. \$10,000
- Build 4 bay covered concrete material bins for commonly used materials. (Based on State Contract Concrete costs and 7 days contracted labor) \$58,000
- Install wash water recycler as required for daily equipment washing \$85,000
- Install pad and hook up mothballed SHS generator \$22,000
- Install pad and fenced dumpster enclosure for garbage and recycling \$7500
- Install required site and security lighting (6 poles at \$2000 each) \$12,000
- Install outdoor pallet lift at parking lot basement access bilco drop, including new doors \$65,000
- Install split 5000 gallon gas/diesel tanks with integration to public works fuel system. \$95,000

All costs based on square foot or linear foot pricing, professional estimates, tonnage pricing, State Contract pricing and/or similar scope local projects as of 2017

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # Pol -1
Project Name Police Facility

Type Building construction/renovatio
Useful Life 50
Category Buildings
Department Police
Contact CHIEF JAMES VIADERO

Description

A comprehensive space needs study was completed and it determined that the police facility at 3 Main St. was inadequate. The current facility no longer fulfills the day to day needs of policing functions for the Town of Newtown. Initial design amount was approved in 2017-18 and is in process.

Justification

The Police facility, built in 1981, was based upon projections that we have far exceeded. The growth of the community and police personnel have made the current facility overcrowded, outdated and inadequate for a modern and professional police agency. The planning of this project started in 2002 with numerous CIP requests for improvements. A comprehensive Space Needs Study and Site Evaluation of 3 Main Street was completed. Monies will be needed to professionally design the building.

Budget Impact/Other

Detailed operational budget impact will be determined closer to project start date.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance		8,000,000	5,000,000			13,000,000
Total		8,000,000	5,000,000			13,000,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding		8,000,000	5,000,000			13,000,000
Total		8,000,000	5,000,000			13,000,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 thru '22/'23

Project # PW - 1
Project Name Capital Road Program

Type Road Improvements Department Public Works
Useful Life Contact FRED HURLEY, DIRECTOR O
Category Infrastructure

Description

Complete reconstruction of aging roads per the current capital road plan.

See next pages for a list of planned road reconstruction for 2018-19.

Justification

Public safety

Budget Impact/Other

The budget impact is that the road maintenance costs will be stable. The roads that are improved or replaced cost less to maintain, the roads we don't improve or replace cost more to maintain. So the recommended amounts we invest into roads enable us to have stable maintenance costs. During the 2014-15 budget process it was understood that the capital road program budget amount would be increased incrementally so that \$2,000,000 would be reached by the 2017-18 fiscal year. This was delayed by one year. This plan increases that amount further so that by 2020-21 it will reach \$2,500,000. This will depend on additional economic activity.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance	3,000,000	2,250,000	2,500,000	2,750,000	3,000,000	13,500,000
Total	3,000,000	2,250,000	2,500,000	2,750,000	3,000,000	13,500,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	1,000,000					1,000,000
General Fund	2,000,000	2,250,000	2,500,000	2,750,000	3,000,000	12,500,000
Total	3,000,000	2,250,000	2,500,000	2,750,000	3,000,000	13,500,000

**NEWTOWN PUBLIC WORKS
CAPITAL IMPROVEMENT PLAN
FISCAL YEARS 2018 – 2019**

**2018 – 2019
Capital Road**

Birch Hill Road	\$195,000
Brushy Hill Road	\$105,000
Commerce Road	\$95,000
High Bridge Road	\$145,000
High Rock Road	\$165,000
Hundred Acres Road	\$215,000
Keatings Farm	\$100,000
Lakeview Terrace	\$100,000
Mile Hill South	\$200,000
Monitor Hill road	\$153,000
Mt. Nebo Road	\$250,000
Old Farm Hill Road	\$100,000
Old Hawleyville Road	\$108,000
Parmalee Hill Road	\$150,000
Pebble Road	\$255,000
Pond Brook Road	\$210,000
School House Hill	\$54,000
Sunnyview Terrace	\$95,000
Yearling Road	\$105,000
Guide Rail	\$200,000

Total Capital Road \$3,000,000

Capital Improvement Plan

Town of Newtown, Connecticut

'18/'19 *thru* '22/'23

Project # **PW - 2**
Project Name **Bridge Replacement Program**

Type Road Improvements Department Public Works
Useful Life Contact FRED HURLEY, DIRECTOR O
Category Infrastructure

Description

Bridge replacement program planned replacements:

See attached

Priorities may and can change in the bridge program.

Justification

Public safety

Budget Impact/Other

The budget impact of replacing a bridge (at the right time) is that we avoid large maintenance costs.

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Construction/Maintenance	400,000	400,000	400,000	400,000	400,000	2,000,000
Total	400,000	400,000	400,000	400,000	400,000	2,000,000
Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	400,000	400,000	400,000	400,000	400,000	2,000,000
Total	400,000	400,000	400,000	400,000	400,000	2,000,000

BRIDGE PROGRAM
2018-2019

Brushy Hill Road
Meadowbrook Road
Jacklin Road
Old Hawleyville Road #2
Bennetts Bridge Road
Farrell Road
Pond Brook Road
Echo Valley
Borough Lane
Huntingtown Road #2
Deep Brook Road
Country Club Road
Head O'Meadow Road

Capital Improvement Plan
Town of Newtown, Connecticut

'18/'19 *thru* '22/'23

Project #	FS - 1
Project Name	Sandy Hook Permanent Memorial

Type	Building construction/renovatio	Department	S.H. Permanent Memorial Com
Useful Life		Contact	
Category	Unassigned		

Description
A place holder for the Sandy Hook Permanent Memorial
Justification
Budget Impact/Other

Expenditures	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Other	250,000					250,000
Total	250,000					250,000

Funding Sources	'18/'19	'19/'20	'20/'21	'21/'22	'22/'23	Total
Bonding	250,000					250,000
Total	250,000					250,000

Chapter 164: Littering

[HISTORY: Adopted by the Legislative Council of the Town of Newtown 7-21-1999 (Ord. No. 78). Amendments noted where applicable.]

GENERAL REFERENCES

Junkyards — See Ch. 153.

Peddling and soliciting — See Ch. 179.

Sanitary Code — See Ch. 621, Art. I.

§ 164-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

COMMERCIAL VEHICLE

Any motor vehicle that bears a commercial or combination license plate or any vehicle that, regardless of registration, is, at the time it is stopped or inspected by any enforcement officer under this chapter, engaged in commercial activity.

LITTER

Any discarded, used or consumed substance or waste material, whether made of aluminum, glass, plastic, rubber, paper or other material or synthetic material or combination thereof, including but not limited to any bottle, jar or can or any top, cap or detachable tab of any bottle, jar or can, unlighted cigarette, cigar, match or any flaming or glowing material or any garbage, trash, refuse, debris, rubbish, grass clippings or other lawn or garden wastes, newspaper, magazines, glass, metal, plastic or paper containers or other packaging or construction material which has not been deposited in a litter receptacle.

LITTER RECEPTACLE

A receptacle suitable for the depositing of litter.

PRIVATE PREMISES

Any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule, or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

PUBLIC PLACE

Any area that is used or is held out for use by the public, whether owned or operated by public or private interests.

TOWN

The Town of Newtown.

§ 164-2 Litter in public places; use of public receptacles.

No person shall deposit litter in or upon any street, sidewalk or other public place within the Town except in public receptacles or in an authorized private receptacle for collection; provided, however, that said public receptacles shall not be used by persons owning or occupying property in the vicinity of said public receptacles for the deposit of domestic or commercial litter arising from the conduct of activities on such property.

§ 164-3 Sweeping litter into streets.

No person shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building or lot or from any public or private sidewalk or driveway.

§ 164-4 Sidewalk maintenance.

Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

§ 164-5 Merchants to keep sidewalks free of litter.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the Town any accumulation of litter, and all persons owning or occupying places of business within the Town shall keep the sidewalk in front of their premises free of litter.

§ 164-6 Litter from vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the Town or upon private property. The operator of said vehicle shall be deemed, prima facie, to have committed such offense.

§ 164-7 Debris and litter from trucks.

No person shall drive or move any commercial truck or other commercial vehicle within the Town unless such vehicle is constructed or loaded as to prevent load, contents or litter from being blown or deposited upon any street, alley or other public place, nor shall any person drive or move any commercial vehicle or commercial truck within the Town, the wheels or tires of which carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind, excluding any public road construction. Any operator seeking to unload at Town facilities a vehicle not in compliance with this section may be refused entrance to such facility by the facility official(s).

§ 164-8 Dumping.

[Amended 9-17-2003]

If it appears to any officer empowered to enforce provisions of this chapter that an individual has transferred or is in the act of transferring collected waste or litter from one location to another, prohibited, location, such an offense shall constitute "dumping." In addition, the individual that has committed such dumping shall be responsible for removing any dumped material from the prohibited location and disposing of such material lawfully.

§ 164-9 Bodies of water.

No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within the territorial waters of the Town of Newtown.

§ 164-10 Occupied private property.

No person shall throw or deposit litter on any occupied private property within the Town, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that the litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

§ 164-11 Duty to maintain premises free of litter.

The owner or persons in control of any private premises or public place shall use reasonable efforts to maintain the premises free of litter; provided, however, that this section shall not prohibit the storage of litter in private receptacles for collection. However, private receptacles placed at roadside for collection shall be removed within 48 hours of such collection.

§ 164-12 Littering on vacant property.

No person shall throw or deposit litter on any open or vacant private or municipal property within the Town whether owned by such person or not.

§ 164-13 Throwing or distributing notices.

No person shall throw or deposit any commercial or noncommercial notice, poster or other paper, leaflet or device calculated to attract the attention of the public in or upon any sidewalk, street, utility pole or other public place within the Town.

§ 164-14 Leaflets on vehicles.

No person shall throw or deposit any commercial or noncommercial leaflet in or upon any vehicle; provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute without charge to the receiver thereof a noncommercial

leaflet to any occupant of a vehicle who is willing to accept it.

§ 164-15 Litter from aircraft.

No person in an aircraft shall throw out, drop or deposit within the Town any litter, handbill or any other object.

§ 164-16 Penalties for offenses.

- A. Any person who shall violate provisions of this chapter shall be deemed to have committed an infraction and be subject to a fine of not more than \$90 payable to the Town of Newtown Board of Selectmen.
- B. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be fined as such.

§ 164-17 Enforcement.

- A. The Board of Selectmen by majority vote may appoint a Litter Enforcement Agent who shall be a special constable and carry out the provisions of the Litter Ordinance of the Town of Newtown. In addition to any such appointee, any Health or Building Inspector of the Town of Newtown shall be empowered to enforce this chapter.
- B. Any law enforcement officer, constable or other special constable of the Town of Newtown is empowered to enforce this chapter.
- C. A complaint form will be available in the Town Clerk's office for citizens who wish to make reports of littering.

§ 164-18 Receptacles for commercial parking lots.

- A. In order to aid in the disposition of litter in the Town of Newtown, all owners of commercial or retail property, open to the public, which by the nature of the operation could cause a litter problem, including but not limited to grocery stores, carry-out food operations, and shopping centers, are required to locate covered trash containers conveniently throughout the parking lot in quantities listed below:

Number of Parking Spaces Provided

1 to 25
26 to 50
51 to 100
101 to 200
201 to 400
Over 400

Number of Trash Containers Required

1
2
4
5
6

Add one trash container for each additional 200 parking spaces

- B. All such trash containers shall be permanently affixed to structures or fixtures on the premises, whenever possible, to avoid or reduce the risk of vandalism.
- C. Each property owner to which the above portion of this chapter applies shall have on file with the Town Clerk of the Town of Newtown the name, address and phone number of the person or agent responsible to abate any litter nuisances on said property.

§ 164-19 Movement of litter onto adjacent property.

The owner, tenant and/or person in control of any private property shall control litter on his property so as to keep it from being carried by the elements upon the sidewalk, street or other private property. In the event litter is carried from such property onto adjacent public or private property, the owner, tenant and/or person in control of such property shall be responsible for clearing the litter from adjacent public or private property. This section shall be enforced against the persons responsible in the manner provided in this chapter.

§ 164-20 Clearing of litter from open private property by Town.

- A.** Notice to remove. The enforcement agents of the Town are hereby authorized and empowered to notify the owner of any open or vacant private property within the Town or the agent of such owner to properly dispose of litter located on such owner's property. Such notice shall be by registered mail addressed to such owner at his last known address.
- B.** Action upon noncompliance Upon the failure, neglect or refusal of any owner or agent notified, pursuant to Subsection A of this section, to properly dispose of such litter within 15 days after receipt of written notice provided for in Subsection A above, or within 30 days after the date of such notice, in the event the same is returned to the post office department because of its inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, the enforcement agents are hereby authorized and empowered to order its disposal by the Town.
- C.** Charge for removal. If the Town has effected the removal of such litter or has paid for its removal, the actual cost thereof, plus accrued interest at the rate of 8% per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to the owner of such property and a bill forwarded to such owner by the Town, and such charge shall be due and payable within 15 days of the billing date.
- D.** Recorded statement constitutes lien. Where the full amount due the Town is not paid by such owner with 15 days of the billing date as set forth in Subsection C above, then, and in that case, the enforcement agents shall cause to be recorded in the Town Clerk's office a sworn statement showing the cost and expense incurred for the work, the date the work was done and the location of the property on which such work was done. The recordation of such sworn statement shall constitute a lien and privilege on the property, and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection, until final payment has been made. In the event that such costs and expenses have not been paid after the recordation of such lien, then the Town may take action for the collection of same by foreclosing upon such lien in the manner provided by the General Statutes for the foreclosure of mortgages. Sworn statements recorded in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law.

§ 164-21 Interpretation.

Nothing in this chapter shall be construed or intended to:

- A.** Permit the establishment or maintenance of private dumping areas.
- B.** Prevent the establishment or maintenance or private composting areas.
- C.** Prevent any operations normally carried on for farm purposes.
- D.** Prohibit the placing of leaves in the street or alongside the curb for collection by a Town agency during the period or periods of time specifically authorized and proclaimed by the Police Department and/or the Public Services Department.

	Total Fees to Date
SANDY HOOK SCHOOL	704,166
COMMUNITY CENTER	209,622
NHS AUDITORIUM	141,189
MUNICIPAL BUILDING ASSESSMENT	62,686

September 28, 2017

To: First Selectman Pat Llodra
Selectman Will Rogers
Selectman Herb Rosenthal

Fr: Ellie Whalen
Pension Committee Chair

Re: Town of Newtown Pension and Other Post Employment Benefit
Trust and Plan Documentation Update

Summary

The Pension Committee recommends the Board of Selectmen appoint George Kasper of Pullman & Comley, LLC to review and update the Pension and OPEB Trust Agreements and Plan Documents to ensure compliance with the Internal Revenue Code (Code) and Connecticut General Statutes. This will not change any benefit available to Plan Participants.

Overview

Administrative and Investment Oversight requires the knowledge of Plan and Trust provisions to enable the Trustees, Pension Committee, HR Administrator along with Plan and Trust service providers to fulfill their fiduciary duties relative to the Town of Newtown Retirement Benefit Plans.

The Pension Committee reviewed the Pension Trust Agreement, dated 1986, and the Other Post Employment Benefit (OPEB) Trust Agreement, dated 2009, and available Plan Documents. We feel Documents need updating by outside legal counsel with municipal defined benefit and defined contribution plan expertise to ensure compliance with applicable legal guidance: IRS, CT General Statutes, etc.

Fiduciary Investment Advisors (FIA) assisted the Committee. Names of Counsel best suited to assist with review and update were provided. As a result of Committee conversations with Counsel and their proposed suggestions, the Pension Committee at its meeting, September 18, 2017, voted to appoint George Kasper of Pullman & Comley, LLC. The Pullman & Comley Law Firm is a well-known Firm with expertise in the Employee Benefits field covering Non-ERISA (Newtown) type benefit plans. Noted below are some of the important changes the Committee and Counsel are proposing:

1. Pension Trust Agreement should be amended and restated in its entirety to bring it up to date, conform it with Newtown existing Plans, fiduciary structure, and administrative procedures along with removing unnecessary and irrelevant provisions, such as the reference to the Employee Retirement Income Security Act (ERISA) and participant loans.
2. OPEB Trust Agreement should be reviewed to ensure it is consistent with the Town's current post-employment benefits plans/arrangements and administrative policies and procedures with respect to those plans/arrangements. Once all relevant information and documents are reviewed then it can be determined as to whether OPEB Trust Agreement can simply be amended or needs to be restated. Removal of provision that OPEB Committee Chair and HR Administrator are Co-Trustees with authority to enter into an Agreement and have signature authority are suggested.
3. Elected Officials Plan, dated 1986, requires employee contributions. In order for employee contributions to be made on pre-tax basis, the Plan document must satisfy the requirements of IRS Section 401(a) to extent applicable to a governmental plan. Also, compliance with IRS Section 414(h) re Employee Contribution necessary.
4. Town and Police Plan have a provision re "Actuarial Percentage Test" which is not relevant to a defined benefit plan. This should be deleted and Plans reviewed to ensure there are no other errors.

Also, we anticipate the cost of the review to be approximately \$3,000. To \$5,000. and will look to charge the cost of this review to the applicable Trusts.

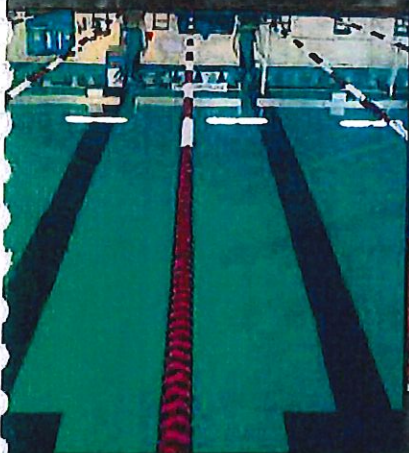
I hope the above information is helpful in making the decision to appoint George Kasper of Pullman and Comley to review and update Plan and Trust Documentation. If you have any questions, please contact me. Thank you.

Ellen Whalen
Pension Committee Chair



Owners Representative Proposal Town of Newtown, CT Community Center

06/17/2014



Knowledge to *Plan*

Strength to *Build*

Experience to *Move*

DIVERSIFIED
PROJECT MANAGEMENT



- I. Project Approach**
- II. Staffing Plan**
- III. Scope of Services**
- IV. Assumptions**
- V. Fee, Terms & Conditions**
- VI. Company Profile & Qualifications**
 - Firm Overview
 - History & Methodology
 - Stability & Professional Development
 - Technology & Process
 - Experience

Project Approach

At Diversified Project Management (DPM) we possess the requisite project experience and proven processes to properly and effectively provide the Owners Representation services to the Town of Newtown and the Public Building and Site Commission (PBSC). This proposal and the associated scope of services are specifically defined to the Pre-Design, Design and Construction phases of this project as indicated on the overall project schedule supplied to DPM by Bob Mitchell. Our project approach is based on the phases of work coinciding with the duration as specified. These phases are identified as:

- Phase 1 – Site, CM and AE Selection
- Phase 2 – Design Phase, Construction Documents and Bidding
- Phase 3 – Construction and Project Close Out

In each phase DPM will provide project management representing the Town of Newtown and reporting to the Public Building and Site Commission and the Community Center Advisory Committee. Assigned to the project will be Geralyn Hoerauf, AIA, Sr. Project Manager. Geralyn will be supported by an Assistant Project Manager. Executive support and oversight of the team will be provided by Mark DuPre' Assoc AIA, Project Executive. We expect to keep this team in place throughout the process of the project.

Diversified ensures a collaborative, process-driven approach to ensure all projects are delivered on time and within budget. We understand that our role is to be the team builder and facilitator to ensure proper communications and clarity throughout the process. We have assembled a dedicated project management team that will allow us to focus on the needs of the community, the staff, and the visitors to the Newtown Community Center. Furthermore, DPM will orchestrate the communications and input of all those involved to create a clear and concise project scope. DPM will manage your design and construction process as well as coordinate specialty consultants, and the procurement of furnishings, fixtures and equipment required to fit out the project. Lastly we will manage commissioning consultants, the punch list and project closeout.

On behalf of the Town of Newtown, under Phase I services, DPM will develop a preliminary Project Timeline, manage the professional services Request for Qualifications (RFQ) process on behalf of the PBSC, and advise on all activities related to the selection of the consultant team. Once these primary players have been selected we may also RFQ voice, data and A/V design consultants, and other team members as required. Once the team has been fully selected, the DPM team will:

- Facilitate the Consultant Selection Process
- Monitor all site investigation activities
- Manage the Preconstruction Process
- Establish Preliminary Budgets
- Coordinate Scheduling and Reporting
- Conduct Construction Administration
- Deliver Project Close Out Documents

Throughout the project, we will conduct and manage weekly project meetings of the Consultant Team to establish accountability, manage the budget and

"DPM's attention to detail, personable staff, level of expertise, and ability to make sound decisions have earned your company our trust, gratitude and consideration that DPM is not just a preferred vendor, but an extension of Corporate Real Estate."

Paul Cardile
Director of Project Management
CIGNA

"I have been very pleased with the level of service DPM has provided from the beginning of our relationship. My satisfaction with the service our college has received has led me to propose this type of arrangement as a 'best practice' to my colleagues on the Council of Deans of Administration for the Connecticut Regional Community Colleges. Any college engaged in a construction project would benefit from the services which your firm provides."

Paul S. McNamara, Ph.D.
Dean of Administration
Housatonic Community College

Project Approach

drive the schedule. DPM will also meet every three to four weeks with the Community Center Advisory Committee and will report periodically to both the Public Building & Site Commission and to the Board of Selectman.

"The use of a professional project management firm is highly recommended. We found that our firm, Diversified Project Management, was able to act as an outside independent entity to deliver the 'tough love' to the employees relative to the ground rules for the move preparation and packing. They were excellent at the details that significantly contributed to a successful move and to be able to quickly resume normal operations"

Kevin Kimball
Director of Purchasing
General Dynamics

Staffing Plan

DPM's staff is comprised of Design and Construction professionals whose involvement and experience in the Design and Construction industry averages twenty-two years. As mentioned earlier, our team for this project consists of Mark M. DuPre', Project Executive, ASHE, MCCPO, Assoc AIA, as your executive oversight. The team leader will be Geralyn Hoerauf, Sr. Project Manager, AIA. Geralyn will lead the team and be the primary contact for the Town of Newtown and the Public Building and Site Commission (PBSC). Geralyn will run weekly project meetings, distribute meeting notes to establish accountability and track all deliverables. As well she will manage the design and construction process, coordinate all vendor selection and will track the schedule and budget. Mark DuPre' will provide ongoing assistance with the contract negotiations, budget and schedule review and conflict resolution as required. DPM will assign an Assistant Project Manager to be on site during construction to manage day to day owner required actions. The APM will record daily activities and report back through Geralyn and to the PBSC. The APM will be the on-site resource for the contractors and Architects for RFI, Change Orders and Submittal expedition. DPM may enlist the support of other team members as resources from time to time, based on the activity. Please see the Organizational Chart on the following pages and the Resumes of our team.

Upon project completion, we will run the closeout meeting to address any remaining open issues, review the project goals and deliverables and obtain feedback on the outcome of the project and our performance.

"After using multiple vendors for the past few years, we decided to limit our service providers to a select few who had in-depth knowledge and experience in the various segments of the real estate industry. We were really impressed by Diversified's team and process. They will add great value to our real estate operations, and our company's facilities."

John Ferrari
Vice President of Real Estate
OneBeacon Insurance

Geralyn Hoerauf, AIA, LEED® AP

Senior Project Manager



Geralyn's role as Senior Project Manager is to provide advanced team leadership, manage the budgeting, scheduling, design, bidding, construction, selection of consultants and vendors, and relocation requirements. Geralyn directs and coordinates the activities of the project team to ensure that the project progresses on schedule and within the prescribed budget. Geralyn's focus is on new construction, renovations and large, complex relocation projects.

Sandy Hook Elementary School, Newtown CT - Comprehensive management of the planning, design and construction of a new 86,000sf Pre-K thru 4th grade, state-of-the-art elementary school to be completed in 2016. Project will include "School of the Future" technology and programming, and will incorporate the latest FEMA and Homeland Security standards for school design.

Community Health & Wellness Center of Greater Torrington Medical Office Building - Management and oversight of the planning, design and construction of a two story 24,000sf building addition and the renovation of a 10,100sf existing community health care and dental facility. In 2010, DPM also coordinated the interior fit out of a 3,200sf dental office suite and 1,000sf renovations of existing medical office space including design team selection, bidding, contractor selection and construction implementation.

Connecticut Innovations, Inc. - Representing the lender as Construction Loan Administrator during the construction of The Jackson Laboratory for Genomic Medicine on the campus of the University of Connecticut Health Center in Farmington, CT. Services include monitoring the construction and FF&E procurement process and reviewing all applications for advancements under the \$145 million Facility Loan and the \$46.7 million FF&E Loan as provided by the State of Connecticut through the newly formed Connecticut Bioscience Collaboration Fund. The Jackson Labs facility will be a 173,000 sf state-of-the-art laboratory, concentrating on advancing genomics research, genome-based medicine, DNA, stem cell, bioscience medical research, and other medical research disciplines.

Municipal Buildings Strategic Plan, Newtown CT - Program management services for the development of a long-range strategic plan for the future use of municipal building assets. Services include initial building inventory, selection and management of consultants, coordination of facilities condition assessments and space needs programming, and the creation of a comprehensive and integrated written plan.

Norwalk Community College - Assisted the Norwalk Community College Foundation as Construction Advisor from 2009 thru 2011 during the construction of a new 49,000 sf Center for Science, Health and Wellness academic building on the Norwalk Community College West Campus. DPM also conducted a complete inventory of existing furniture and equipment for three departments, coordinated the specification of all new equipment for the building, assisted NCC Purchasing with procurement, managed delivery and installation of all FF&E, and managed multiple phased moves of staff and contents into the new building.

Overview:

Geralyn has over 25 years of experience in construction project management, primarily in the corporate, education and institutional industries. Her work experience has included all phases of construction and tenant improvement projects including contract development, contract administration, space programming, management of the design and construction documentation process, the coordination of project consultants and vendors, oversight of construction phases, and project accounting.

Education & Affiliations:

US Green Building Council:
LEED Accredited Professional

GPRO Certificate Holder in
Fundamentals and Construction
Management

OSHA 10 Certification

University of Notre Dame:
Notre Dame, IN
Bachelor of Architecture

Teikyo Post University:
Waterbury, CT
Accounting

State of Connecticut
Registered Architect
Member of the American
Institute of Architects and the Con-
necticut Society of Architects



Geralyn Hoerauf, AIA, LEED® AP (cont'd)
Senior Project Manager



Norwalk Hospital Inpatient Facility Renovation – Project management during the planning, design and pre-construction phases of a 100,000sf renovation of four floors of inpatient rooms and related services.

TD Bank Retail Renovation Programs - Construction project management services for capital renovations at retail branches throughout Connecticut, central and western Massachusetts and Westchester County NY. Services included the development of schedules and budgets for individual projects, negotiation of GC contracts, coordination of contractor and bank vendor resources during design, bidding, building renovations and site improvements, and the installation of new furniture, signage and banking equipment. From 2009 through 2012, DPM facilitated the renovation of 85 stores with project budgets ranging from \$5,000 to \$1.2 million. All construction work was completed within budget while the stores remained open for business.

New Alliance Bank / ATM Replacement & Upgrade Project (New Haven, CT) - Coordinated the planning and implementation of a three-year ATM replacement and upgrade program. The first year of the program included the replacement of 21 walk-up ATMs and the replacement of 7 drive-up ATMs throughout New Alliance's current geographic territory consisting of CT and Western MA. Subsequent phases will involve the replacement of an additional 37 ATMs and the field upgrade of 23 existing ATMs. DPM services included the coordination of internal bank resources, product vendors, and construction subcontractors as well as the development of project schedules and budgets.

Hartford Stage - Provided project management services for the planning, design and construction of a 40,000 sf theater renovation and lobby expansion project in downtown Hartford. Coordinated documentation required by Department of Economic Development (DECD) in support of a \$2 million CT State grant for the project.

TD Bank Corporate - Provided complete project management services for the consolidation of various lines of business from four locations to a new headquarters for the Connecticut Market in Wilton Corporate Park, at 40 Danbury Road, Wilton CT. DPM managed tenant improvement construction, coordination of all furniture and equipment installation and the relocation of staff, within a strict set of corporate branding standards.

Choice - Provided space planning, interior design and construction administration for the publishing division of the American Library Association of an 8000sf new office in Middletown, CT. Project management services also included FF&E selection, specification, and installation and move management.

Choice (LEED CI Certification) - Research and documentation gathering in preparation for submission of a Leadership in Energy and Environmental Design rating application at the Silver level, through the U.S. Green Building Council.

Hooker & Holcombe - Feasibility planning and site selection services for the relocation of a 50-person actuarial and employee benefit firm in West Hartford, CT. The project included managing the design and renovation of 14,000sf of office space, including FF&E selection, specification and installation, and the management of a four-phase construction and relocation plan.

Creative Dimensions Inc. - Planning and renovation of a 70,000sf industrial facility for a full-service exhibit house and corporate sign provider, including 10,000sf of office space and 60,000sf of warehouse and manufacturing space, in Cheshire, CT.

Mark M. DuPré, Assoc AIA/ASHE

Project Executive



As the Project Executive, Mark's role is to provide senior level leadership, develop project strategies/master plans, establish appropriate teams, coordinate lease agreements, provide initial project analysis, project oversight and direct the project team in order to ensure that the project progresses on schedule, within the prescribed budget and that client goals and expectations are met. The Project Executive leads the problem resolution process.

Norwalk Hospital Inpatient Facility Renovation – Mark is providing executive oversight during the planning, design and pre-construction phases of a 100,000sf renovation of four floors of inpatient rooms and related services.

Sandy Hook Elementary School, Newtown CT - Management and oversight of the planning, design and construction of a new 86,000sf Pre-K thru 4th grade, state-of-the-art elementary school to be completed in 2016. Project will include "School of the Future" technology and programming, and will incorporate the latest FEMA and Homeland Security standards for school design.

ALSTOM Power - Mark managed staffing, budgets, schedules and contracts while providing direction, support and assistance to Project Management staff on-site. This project included the oversight of two tenant fit out projects running concurrently, delivered in a "Design Assist" format in collaboration with Gilbane Building Company and Spagnolo Gisness Associates, Architects. As well as the team provided design and layout of all offices, conference and training rooms. The team also provided relocation management of 1,350 Alstom Power employees and furniture disposition.

Cooley Dickenson Hospital - Mark is overseeing the staff providing project management oversight for the multiple capital projects within the hospital as well as their offsite medical facilities.

Connecticut College (Shain Library) - Currently overseeing the SPP in charge of Connecticut College's renovation of 100,000+sf Shain Library Building. In this project there will be a new 600sf addition added at the front entrance and front facade. The existing "moat" at the front of the building will be filled in and a 24 hour café added for students. Renovations inside the building will be focused on the circulation areas and will be minimal in the book stack areas.

Connecticut College - Mark oversaw the on-site SPM who was providing OPM services for the renovation and expansion of the college's oldest academic building, which houses the Life Sciences departments. This project involved the renovation of the 25,500sf New London Hall and attached 3,200sf greenhouse, as well as the construction of a 13,600sf addition to the building. Best practices of sustainability were being implemented with a goal of obtaining LEED Silver certification through the USGBC.

City of Hartford DPW - As part of an On-Call agreement with the city of Hartford, DPM is conducting a project file purge, reorganization and project tree development within the DPW. This involves going through highly disorganized file rooms and determining, based on criteria provided by the client, what can be

Overview:

Mark has over 27 years experience in architecture and construction. He has successfully planned, designed and managed projects ranging from one thousand dollars to one hundred and forty million. His role as Project Executive dictates he service all his clients and their projects from conception to completion, and his personal hands-on style is both thorough and respectful. His education allows him to program, plan, design and manage projects on the owner's behalf from both the architectural perspective and the owner's view. He has been awarded for his healthcare projects, historical renovations and design expertise.

Education & Affiliations:

Northern Maine Vocational Technical
Institute:
Architectural Certificate

Hartford State Technical College:
*Assoc. of Science in Architect
Technology*

Central CT State University:
*BS, Industrial Technology,
Construction Management*

OSHA 10

NCIDQ Certified 10/92; State of CT
Registered Designer & Energy Auditor

MCPPO Certified 5/11 Certification for
School Project Designers &
Owner's Project Managers

Member of ASHE, American
Society of Healthcare Engineering
National Associate Member of the
American Institute of Architects

Construction Institute, Program
Committee. Mark teaches Infection
Control Risk Assessment at CI



Mark M. DuPré, Assoc AIA/ASHE (cont'd)

Project Executive



culled and what can be re-filed. This project included clearing out an entire sub-basement of DPW documents and furniture in their building, purchasing furniture, installing new map and vertical files, as well as streamlining the system of file retrieval. DPM also managed DPW's move of approximately 25 employees, files and all FF&E from their previous Main street location to Jennings Road.

United Illuminating - Mark oversaw the staff providing construction management services in the development of 56 acres between two sites with a total of six new structures. The buildings on the 34 acre site consists of a 187,590sf Operations Center and a 17,000sf maintenance building. There is a 153,000sf, two level, free standing parking garage along with a guard house and antenna building. The 22 acre site is the corporate office building with a total of 127,310sf.

Vesta Corporation- Worked with the client to help them locate a suitable space. This involved space planning and helping them through the lease process to coordinate a Tenant fit out of 13100 sq. ft. that allows for their 31 employees and allowed for growth of 30%. While overseeing the design and construction schedule for the fit out we were also responsible for the furniture purchase and installation and completing the project by coordinating the move management.

Lawrence & Memorial Hospital - Currently overseeing on-call services for pre-construction planning, programming services and project oversight of internal hospital projects on an on-going basis. Projects can include one or all of these: schematic design, programming reports, construction/renovation administration and budgeting. Previously, Mark oversaw project management staff and services to develop the programming, design development, budget and scheduling, procurement of vendors and relocation for the following projects:

- **Kingsbridge Square Call Center**
- **Waterfall Specialty Center**
- **Programming and Space Planning Services**
- **Radiology Renovations:**
 - ⇒ Replacement MRI
 - ⇒ Replacement CT Scanner
 - ⇒ Nuclear Medicine Renovation and Gamma Camera Replacement
 - ⇒ Specialty Services Renovations/Expansion

ConnectiCare - Mark provided project management oversight for the 65,000sf Corporate Headquarters in Farmington, CT. The team consisted of a Sr. Project Manager handling the construction, a project manager coordinating the relocation and a Sr. Project Planner managing the FF&E coordination and procurement. The team was additionally supported by 2 Assistant Project Managers during the installation and relocation phases of the project.

CT Children's Medical Center - Managed staffing, budgets, schedules and contracts while providing direction support and assistance to staff on-site from 2001 to 2009. In 2002 Mark created the CCMC Restack Master Plan that addressed growth needs of the clinical care units and additional new services that the hospital decided to add as part of their strategic plan. Mark has either provided direct project management or was responsible for staff oversight for the following projects:

- **Master Planning**
- **Second Floor Restack**
- **O.R. Expansion and Renovation**
- **Farmington Specialty Center**
- **Glastonbury Specialty Center**
- **85 Seymour Street Satellite Office**
- **80 Jefferson Street Administration**
- **Hartford Square West Clinical and Administration Suites**

Scope of Services

We will work closely with you to customize our services to meet your needs. The following scope outlines our understanding of your project requirements and you are free to modify this scope as necessary.

A. Phase 1: Pre Design (Site Investigations, CM & AE Selection)

1. Meet with the Community Center Advisory Committee to review project scope, budget and timeline
 - a. Develop preliminary project timeline
2. Validate project scope and schedule
 - a. Review existing program goals, community center functions
 - b. Review project documentation from prior community center project plan(s)
 - c. Confirm and define the three phases of the project
 - (1) Incorporate phasing into preliminary project timeline
 - d. Review project scope with the PBSC and receive approval to proceed with RFQ process
3. Facilitate selection of professional Consultant Team
 - a. Develop and issue Requests for Qualifications for architect/engineer team and construction manager (as advisor)
 - b. Manage RFQ response process; process and answer all questions during the response period; receive all RFQ responses
 - c. Manage interview process, including development of interview questionnaires and tabulating interview evaluations, at the direction of the PBSC
 - d. Issue RFPs for fee proposals
 - e. Tabulate and analyze RFP responses and review with PBSC
 - f. Collaborate with the Advisory Committee and PBSC on the selection of the consultant team
4. Assist with Contract Award Process between the Town of Newtown and the Consultant:
 - a. Review and finalize project scope
 - b. Recommend contract form and review with Town Attorney
 - c. Assist Town Attorney and Board of Selectman with contract execution for architect/engineer team and construction manager as advisor

"Diversified's project managers are skilled and reliable. They not only help me to deliver projects as scheduled and within budget, but they meet high expectations for quality and customer service. They continue to be a valuable part of our team."

Roland S Barrie
Facilities & Project Management
Fleet National Bank

"I was impressed with how your staff 'hit the ground running' in the middle of a large project which had been handled by our employees for at least six months. While all change is difficult, your staff expertly worked to make our three-phased move flawless and an easier transition for our employees."

Wendy A. Quinn
Purchasing Director
American Cancer Society

Scope of Services

The following services are outlined for informational purposes in planning for the completion of the Community Center project. These future services are necessary for the successful completion of the project and will involve the execution of future contractual agreements between DPM and the Town of Newtown with additional fee agreement(s).

B. Phase 2: Preconstruction Services

1. Design Phase:
 - a. Coordinate Design Team's efforts in the generation of an accepted Space Program
 - b. Work with the Design Team and Advisory Committee to refine the space program, including:
 - (1) Senior Center activity rooms
 - (2) Administrative offices including maintenance areas
 - (3) Special use areas, (including AV and presentation needs)
 - (4) Pools and locker facilities
 - (5) Storage for Senior Center and Aquatics Center:
 - c. Review and document overall project organization for planning, design, construction and commissioning
 - d. Develop and drive a pre-construction schedule including all design documents phases
 - e. Work with Construction Manager to establish estimating at selected phases of design
 - f. Continue to Develop Preliminary Budget Parameters for the following, with input from the Design Team and CM where appropriate:
 - (1) Site development and permitting
 - (2) All professional fees
 - (3) Construction cost
 - (4) Furniture and equipment purchase and/or liquidation
 - (5) Voice and data cabling, AV systems
 - (6) Specialty areas
 - (7) Signage, artwork and similar miscellaneous trades
 - g. Assist with value management for design documents
 - h. Coordinate the efforts of the design team in the schematic design, design development process and the development of contract documents
2. Scheduling, Budget and Reporting:
 - a. Create master project schedule based on input from the Design Team and CM, to include such milestone events as design approvals, permitting, construction commencement and completion, and including long lead items in the areas of construction, furniture, technology, etc.
 - b. Update the schedule, adding new tasks as required as construction timeline changes
 - c. Advise as to scheduling conflicts and how to address them
 - d. Incorporate estimates generated at Schematic, Design Development and Construction Documents phases into the Project Budget

"Your project leadership saw us through a very difficult period of time. In addition, by negotiating with our furniture vendor, you saved us an amount equal to your cost of services. Moreover, your easygoing demeanor got us through some very difficult times."

Robert B. Schackner
2nd V.P. Engineering &
Operations
AMS / Vertafore

"One of the primary risks identified early in the project lifecycle was UI's lack of commercial construction experience. This void was expertly filled by DPM."

DPM's collaborative nature combined with your resolve for quality kept all parties focused on the deliverables. In particular, DPM's assistance on sub-surface issues avoided a protracted claim and kept the project team, including architect and general contractor, aligned to the project's success."

"I certainly recommend DPM as a construction management resource."

-Brian M. Horgan, PMP
Central Facility Project Director
United Illuminating Company

Scope of Services

- e. Provide periodic reporting as to project status including planning, schedule, and budget to the Advisory Committee, Public Building & Site Commission and Board of Selectman as requested
- 3. Construction Documents and Bidding
 - a. Monitor progress of contract documents and bid packages through the construction documents phase
 - b. Review the construction documents and comment as required
 - c. Assist the CM in bidding and selection of sub-contractors
 - d. Solicit additional contractors and consultants on behalf of the Town of Newtown
 - e. Prepare RFP's as required for all specialty consultants, special inspections, and vendors
 - f. Administer the contracting of vendors and specialty consultants with the Purchasing Department
- C. Phase 3 Construction Administration and Close-out
 - 1. Construction Administration
 - a. Working with the Project Team, integrate the general contractor's detailed construction schedule into the master project schedule
 - b. Observe construction activity and participate in periodic job meetings, informing the PBSC of project progress in conjunction with the Town's Clerk of the Works
 - c. Assist all parties in resolution of problems arising from such construction deficiencies
 - d. Track construction progress against project schedule and project budget, including tracking of all payment requisitions and change requests
 - e. Review and comment on change orders and other changes to the contract
 - f. Audit payment requisitions, and review with PBSC for approval
 - g. Obtain contractor lien waivers
 - h. Provide ongoing value management evaluations to the PBSC
 - i. Provide periodic reporting as to project status including planning, schedule, and budget to the Advisory Committee, Public Building & Site Commission and Board of Selectman as requested
 - 2. Construction Close-out
 - a. Coordinate Commissioning Agent services, if required
 - b. Manage voice & data coordination installation services for integration with Newtown requirements, if required
 - c. Manage the relocation/purchase of phone system and computer network system, if required
 - 3. Project Close-out Activities
 - a. Verify that all Owners Manuals and Warrantee information for the Facility Management have been provided
 - b. Record Certificate of Occupancy and approvals
 - c. Obtain final lien waivers and verify payment on all final invoices
 - d. Provide any audit documentation as required in final disbursement of the GE grant

"Hiring DPM to help us manage our construction project was a good decision. In one of my first meetings with DPM, it was stated that your firm would earn its fee in construction savings. I was skeptical then, but today I believe you did just that. We would have spent considerable more dollars and Phonon resources if DPM had not been on the job. We now have a building that we can afford, meets our needs, and allows us to grow for years to come. Thank you for your hard work."

*-James K. Smith
Vice President & CEO
Phonon Corporation*

Assumptions

Assumptions

1. DPM's project involvement for Phase 1 will run from 6/15/14 to 9/7/2014. Future phases and their schedules will be confirmed prior to commencement of those services.
2. If required, the Town of Newtown will provide DPM with a suitable on site workplace area to include:
 - a. Internet access
 - b. Telephone with voice mail
 - c. Email & computer network
 - d. Copier and other office support services as necessary.
3. The following services are to be provided by others, but can be provided by DPM upon written request:
 - a. Space Programming
 - b. Site due diligence
 - c. Furniture and equipment selection and procurement
 - d. Furniture Liquidation

"Having the DPM team as our advocates and advisors was critical to the success of our construction project and multi-site consolidation. Trying to pull this off without their help would have been foolish if not impossible. The team from DPM was responsive and experienced, and vigorously represented our interests with vendors, landlords, and contractors at all times. I am certain that if we had attempted this project without the help of DPM, the cost in terms of time and money would have been many times what we paid them."

*-Richard Sifton
Chief Operating Officer
Carlin Charron & Rosen*

Fee, Terms & Conditions

TIMELINE: 6/15/14 to 9/7/2014

FEES: Based on the scope and schedule listed for Phase 1, Pre-Design Services, DPM proposes to provide the services listed in Phase 1 for a fixed fee of \$21,437.00 (Twenty One Thousand, Four Hundred and Thirty Seven dollars). Phase 1 is expected to start on 6/15/14 and run to 9/7/14.

The scope and fee of future phases will be proposed in advance of their kick-off and the completion of the prior phase. No work outside the scope listed herein will be completed without a written and signed approval from the Town of Newtown. The Matrix below identifies DPM Hourly Personnel Rates for tasks requested or assigned within the defined scope or schedule. This proposal shall be coordinated with the schedule that will be confirmed prior to phases 2 and 3 commencement.

"The entire DPM team was exceptional at managing the complexities of a large construction project and move that had a significant number of unique project and financial challenges. They represented our best interests throughout every facet of our project and having them on board was critical to its success."

-Tom Rielly
Vice President of Operations
EDC

Town of Newtown, Community Center

Date Range	No. Wks.	Mark DuPre'		Geraldyn Hoerauf		Asst Proj Mgr		TOTALS
		Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	
Phase 1 Site, CM and A/E Selection 6/15/2014 9/7/2014	13	1	13	10	130	0	0	\$21,437
Phase 2 Design, Construction Documents and Bidding 9/7/2014 8/9/2015	48	2	96	8	384	8	384	\$115,488
Phase 3 Construction & Close-out 8/9/2015 1/22/2017	76	1	76	4	304	12	912	\$157,700
Total Hrs.			185		818		1296	2299
Cost / Hr.			\$179		\$147		\$109	
Cost PP.			\$33,115		\$120,246		\$141,264	\$294,625

DPM 6-19-14

2014 Hourly Personnel Rates

Principal / Vice President	\$190/hr
Project Executive	\$179/hr
Senior Project Manager	\$147/hr
Senior Project Planner	\$124/hr
Project Manager	\$109/hr
Assistant Project Manager	\$81/hr
Administrative/Clerical	\$62/hr

Miscellaneous out-of-pocket expenses will be billed at cost plus 10%. These may include photographs, travel, parking, mailings, document reproductions, etc. Other

Fee, Terms & Conditions

items will be billed as follows: photocopies \$0.10/pp., mileage at the current IRS rate, color prints at \$0.20 for letter and legal sizes, plots at \$2.00 -\$40.00 depending on size.

The parties agree that the attached terms and conditions shall apply to this contract.

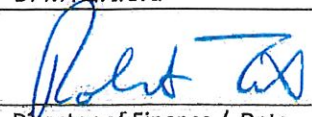
 6/17/14

DPM Signature / Date

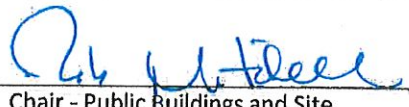
Bill Clegg, Vice President
DPM Hartford

_____
First Selectmen / Date

Patricia Llodra, First Selectmen
Newtown, Ct

_____
Director of Finance / Date

Robert Tait, Dir. Of Finance
Newtown, CT

 6.19.14

Chair - Public Buildings and Site
Commission / Date

Robert Mitchell, RA, PBSC

Fee, Terms & Conditions

TERMS & CONDITIONS

1. **Diversified's Services:** DPMCT, Inc. dba Diversified Project Management ("Diversified") has agreed to provide certain project management and advisory services to Client ("Project Management Services"). In rendering its Project Management Services, Diversified shall make every reasonable effort to perform them in a well-organized, efficient and timely manner consistent with the requisite skill care indicated to accomplish its work. Client understands and acknowledges that although Diversified may employ and manage its own personnel and independent contractors who may have various licenses and professional or industry qualifications, Diversified does not provide professional or any other licensed services, real estate or insurance brokerage services, architectural, engineering or construction services ("Professional Services"). Although Diversified may perform Project Management Services at Client's site, it is understood and agreed that Diversified shall have no control over, or be considered in charge of, construction means, methods, techniques, sequencing or procedures, nor shall Diversified be responsible for suggesting, implementing or monitoring safety precautions or programs. Responsibility for the acts and omissions of others on the project site, such as architects, engineers, contractors, vendors, Client's own personnel and the employees, agents of any of the foregoing shall be that of the respective parties. Diversified shall act as Client's agent with full authority on Client's behalf for all matters incidental to the Project Management Services to which this instrument relates. Diversified may engage the services of other persons or entities on behalf of Client, but such persons and entities shall be deemed engaged and managed by Client.
2. **Cooperation:** Diversified shall at all times have access to the project site, and may visit the project site as it deems necessary. Client shall furnish Diversified, at no cost, with such plans, surveys, studies, tests and any other documents as will assist Diversified in accomplishing its work. Client understands and agrees that it must obtain all permits, licenses, landlord consents, union approvals and all other permissions necessary for Diversified's performance of Project Management Services, it being agreed that Client and/or its architects, engineers, other consultants, contractors, and subcontractors are responsible for applying for obtaining, keeping in force and assuring compliance with all such permits as well as for the necessary final inspections, occupancy permits and the like to satisfy the requirements of such permits and all laws, regulations, codes and ordinances and or bylaws relating thereto. Further, Client acknowledges that Diversified does not render legal or code compliance advice and all such matters are entirely the responsibility of the Client and/or its other consultants. Client agrees and warrants that it will not ask or require Diversified to do anything that would be contrary to the requirement of any permit, law, regulation, ordinance, bylaw, code or judicial or administrative order applicable to Diversified's performance of Project Management Services.
3. **Fees and Payment:** The Client shall pay Diversified for its services and reimbursable costs in accordance with the fees and cost provisions stipulated in other provisions of this Agreement. Billing shall be monthly and payment shall be due within 30 days. Diversified reserves the right to increase its hourly billing rates in January of each year.
4. **Default and Termination:** This agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. In the event of termination, (a) Diversified will be entitled to immediate payment for all services it has rendered to Client and for all reimbursable expenses, and (b), Diversified shall not be liable for delays or damages that result to the Client by virtue of the termination or suspension of Diversified's services prior to completion of its work. In no event shall either party be liable for indirect, consequential, multiple, punitive or magnified damages, any right to which each party hereby waives to the maximum extent permitted by law. Client agrees that its damages for a breach by Diversified shall be in all cases limited to the lesser of (a) its actual damages, or (b) a refund of all sums paid to Diversified hereunder, for the specific portion of the project in question.
5. **Diversified's Status:**
 - 5.1. **Independent Contractor:** In providing Services hereunder, Diversified shall act as an independent contractor and not as a partner or joint venturer with Client. With regard to the provision of Project Management Services, Diversified shall have control over the means used to provide Project Management Services. With regards to the provision of Professional Services, Client shall have control over the party providing such services.
 - 5.2. **Employees, Contractors, Agents and Subcontractors:** Diversified and Client shall each (i) be solely responsible for the direction and control of their own employees, contractors, agents and subcontractors, (ii) be solely responsible for wages, salary, payroll taxes, workers compensation, withholding taxes and other forms of compensation payable to their employees, contractors, agents and subcontractors, and (iii) indemnify the other and hold the other harmless against any and all claims or liabilities, including reasonable attorneys fees, that may arise from the acts or omissions of their own employees, contractors, agents and subcontractors, except to the extent the same is caused by the negligence or willful misconduct of the indemnified party or persons for whom the indemnified party is legally responsible.

"They went above & beyond the call of duty --- from helping us to sift through complex contract & lease issues -- to changing the entire move plan -- right down to helping us select filtered water vendors and organizing the kitchen! I never felt stupid asking a question -- and no question or request was too difficult. They responded to everything & helped us in every aspect of the move."

-Mike Ristaino
Vice President of Finance
Advent International

Fee, Terms & Conditions

- 5.3. **Additional Services:** If requested by the Client, with regard to the contracts for Professional Services or other services to be provided to the Client by anyone other than Diversified in furtherance of this Agreement ("Additional Services"), Diversified may engage persons or entities on behalf of the Client to provide Additional Services, but if Diversified does so or negotiates or signs contracts for Additional Services, Diversified shall do so as agent for the Client. Such agency shall be disclosed in writing, Client shall assume full responsibility under such contracts, and Diversified shall assume no responsibility under such contracts or for the Additional Services or for the supervision of Additional Services or for the acts or omissions of anyone providing Additional Services.
6. **No Raiding of Diversified's Employees:** Client agrees that during the term of this Agreement and for a period of one (1) year following the last day Diversified performs any services for the Client, neither it nor any of its officers, employees, agents or any firm owned or controlled by the Client, or which is under common control by the Client, or any of their officers, directors, employees or agents will directly or indirectly, without Diversified's written consent, solicit or hire any person who is a current employee of Diversified or who has been its employee within one (1) year preceding the last day of Diversified's work, nor will they encourage any such person to leave Diversified's service. If Client violates the terms of this paragraph then client will pay Diversified a fee of 1,000 times that individual's hourly billing rate.
7. **Patents and Innovations:** If Diversified shall make or discover any invention or innovation in the course of its work hereunder, Diversified shall have and retain all common law and statutory rights of ownership.
8. **Miscellaneous:**
- 8.1. **Notices:** Any notice or other communication which may or must be given under this Agreement shall be in writing and shall be considered given when delivered to a party personally or when delivered by registered or certified U.S. Mail, return receipt requested, or by any private commercial or U.S. Postal overnight mail service providing a receipt for delivery, or by facsimile transmission if it is electronically acknowledged and confirmed and if another copy is sent to the addressee thereof within forty-eight (48) hours of the facsimile transmission by registered or certified U.S. mail.
- 8.2. **Publicity:** Client must authorize in writing prior to allowing Diversified to use Client's name, logo, photographs or other information for Diversified's marketing and public relations related matters.
- 8.3. **Force Majeure:** Diversified shall not be deemed in violation of the provisions of this Agreement if their performance is delayed or prevented by war, civil unrest, weather conditions and other Acts of God, strikes or labor unrest. For each day of delay wherein a party's performance is prevented by any one of the foregoing causes, a day, and any related fees, shall be added to the time and fees stipulated herein for such performance.
- 8.4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 8.5. **Complete Agreement; Supersedes Prior Agreements:** This Agreement, including the attached terms and conditions, hereto constitutes a complete statement of all the arrangements among parties with respect to the Diversified's engagement by the Client for the work specified and supersedes all prior or contemporaneous proposals, contracts, agreements and binding commitments of every nature and description whatsoever between the parties on the same subject matter.
- 8.6. **Amendments:** Any amendment, modification, cancellation, change order or waiver of this Agreement must be in writing and signed by or on behalf of both parties.

"[DPM] displays a high level of expertise in managing complex renovations and moves. Given that our company is relatively small, we do not have the knowledge in house. [DPM's] proven success allows me to impart significant trust in their ability to see the projects to the end."

-Rob Lyons
Vice President of Corporate
Finance
NGAM Advisors (NATIXIS)

Company Profile & Qualifications

Firm Overview

Diversified is committed to **quality and excellence** and was founded in **1989** with a mission of providing objective and **cost effective** project management and Owner's Representative services. We view each client engagement as an opportunity to develop a long term and mutually beneficial relationship. We pride ourselves on our ability to understand each of our clients' specific needs and to tailor a solution to support each situation.

Our success can be attributed to our **diligent representation** of our clients' best interests and our **fair and objective** dealings with the professionals with whom we interact. We must continue to earn the **trust** of our clients every day by maintaining the high level of **ethics**, customer **service** and attention to **detail** that they have come to expect.

We are uniquely qualified for your project because of our:

- ◆ **Objectivity:** We work exclusively as an Owner's Representative and do not have the conflict of interest of providing construction, architectural or other services. Because of this, we are able to objectively and fairly represent our clients' best interests.
- ◆ **Proven Process:** We have developed a Standard Operating Procedures manual with corresponding project management tools and templates that ensure measurable, repeatable, high-quality results for our clients. Each staff member participates in in-house training to ensure consistency between all projects.
- ◆ **Dedicated Professionals:** Diversified is one of the largest project management firms in New England with over 60 full time professionals. We have offices in Boston, MA, Hartford & Stamford, CT and Providence, RI and our staff is comprised of professionals with experience in real estate, architecture, engineering, interior design, space planning, FF&E coordination, move planning, construction and facilities management.
- ◆ **Qualifications & Experience:** Since our inception, we have managed hundreds of projects totaling millions of square feet in the private and public sectors. We specialize in providing management and oversight of the planning, design, construction and relocation process for facilities, real estate and capital construction projects. Our services include:

- **Programming & Pre-Construction**
- **Project Management & Construction Administration**
- **FF&E Coordination & Move Management**
- **Facilities & Real Estate Technology**

Knowledge to ***Plan*** . . .



Strength to ***Build*** . . .



Experience to ***Move*** . . .



Company Profile & Qualifications

Diversified is an independently owned firm and does not provide design or construction services, nor are we compensated through vendor commissions or by percentage of project incentives. All revenues are generated on a fee-for-service basis, ensuring that there are no hidden agendas, and that our **clients' best interests** are truly represented.

Our **team approach** provides you with the benefits of lessons learned on hundreds of projects. Because we handle projects like yours every day, there is no learning through costly trial and error. In fact, we've developed a system for managing projects and our services have shown to **save time and money** through better controls, fewer change orders, limited downtime and less disruption.

Our value as the Owner's Representative clearly shows as we define roles and orchestrate the team members to support the project scope, schedule, and budget. We are the thread that connects the team together and we manage the process so that the project team operates effectively and efficiently to deliver your project **on time and on budget**. Our thorough understanding of the construction process, our experienced project management team and our commitment to excellence will help us achieve success on your project.

Stability & Professional Development

On an annual basis we manage in excess of \$200M in construction, procure over \$20M in furniture and move thousands of people. We are financially stable and fiscally conservative and treat each project as if we were spending our own money.

We seek to foster an environment where all professionals meet challenges that enable them to broaden their skills and expand their capabilities. We believe that the combined efforts, knowledge and experience of our team will help us remain the standard by which others are measured.

In a continuing effort to remain at the leading edge in the field, many of our staff are active participants of professional organizations such as IFMA, NEWIRE, SCUP, ERAPPA, IIDA, Real Estate Exchange, BOMA, CoreNet, CBA, SIOR, NAIOP and SMPS. Staff members who belong to these organizations share their knowledge with the rest of our team at our staff meetings.

We provide monthly internal staff training sessions and have vendor "lunch and learn" opportunities and presentations at our monthly staff meetings. We support the development of our staff through certifications, degree and accreditation programs.



"Your team is awesome! The move ran like clockwork and my employees were up and running by 9am Monday morning. That's incredible! I had a number of employees tell me they have never had an office move run so smoothly and, frankly, were shocked at how seamless this was. My CEO said the move was 'flawless.' You've got an outstanding team at DPM!"

*-Jacqueline Merl Bamman
Vice President of Human
Resources
World Energy Solutions, Inc.*

Company Profile & Qualifications

Technology & Process

In an effort to maintain continuity and to establish a method of quality control, Diversified has developed a sophisticated **Standard Operating Procedures** Manual (SOP) and an extensive tool kit for our project managers. This process is **easily customizable** for each of our client's individual needs and includes standard forms and templates for:

- Programming and Space Planning
- Line Item Project Budgets and Forecasts
- Detailed Project Schedules with Critical Path
- Request for Proposals (RFPs) for Architects, CM/GCs, Movers, Furniture, Voice/Data, etc.
- Bid Analysis and Interview Forms
- Meeting Notes
- Asset Inventory
- Construction Administration
- Field Reports
- RFI Logs
- Move Planning and Checklists
- Employee Communications

Our staff is 100% mobile, incorporating the use of Smartphones, and laptops equipped with VPN software. Project managers are proficient in CAD, CAFM and the MS Office Suite, including Project and Visio as our use of technology and automation allows us to be more **efficient**, reduce costs and provide more **consistent** service to our clients. We spend less time "reinventing the wheel" and more time providing value added services to our clients.

"Diversified was an asset to our team for the duration of the project. The scope of services changed significantly over the past several months and DPM was able to meet each challenge head on and deliver a first class facility on time and within budget."

-Rick Willet
CEO
Ascend Learning