

Board of Selectmen  
February 4, 2019

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

The Board of Selectmen held a regular meeting Monday, February 4, 2019, in the Council Chamber, Newtown Municipal Center, 3 Primrose Street, Newtown. First Selectman Rosenthal called the meeting to order at 7:30pm.

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

**ALSO PRESENT:** Finance Director Robert Tait, one member of the public and one member of the press.

**VOTER COMMENTS:** none.

**ACCEPTANCE OF THE MINUTES:** Selectman Crick Owen moved to accept the minutes of the regular meeting of 01/31/19. Selectman Capeci seconded. All in favor.

**COMMUNICATIONS:** First Selectman Rosenthal shared the winter storm breakdown as of 1/31/19 (att.). First Selectman Rosenthal will request the Board of Finance and the Legislative Council review and increase the Newtown Senior Tax Credit (att.). First Selectman Rosenthal shared with the board that the Board of Education is represented by Shipman & Goodwin for labor matters. Shipman & Goodwin also represents 79 Church Hill, who is suing the Town. (att.) Principally, First Selectman Rosenthal believes it's wrong for tax payer money to pay a law firm for services and also pay to defend a law suit brought against the town through that same firm. First Selectman Rosenthal has asked Shipman & Goodwin to resolve this conflict. Their position is the Board of Education is an agency of the state; from an ethical standpoint they don't have to resolve it. As a matter of principle it is bad business practice. (att.) First Selectman Rosenthal thanked BOE Chairman Michelle Ku and Superintendent Dr. Rodrigue for also requesting that Shipman & Goodwin resolve the issue. Shipman & Goodwin agreed to no longer take cases impacting the Town of Newtown, except Land Use matters. First Selectman Rosenthal will attend the Feb. 19 Board of Education meeting.

**FINANCE DIRECTORS REPORT:** There will be a competitive bond sale on Feb. 26, for \$10,400,000. A refunding bond issue is planned for \$6,475,000. Refunding will target savings in different fiscal years. The Standard & Poors ratings review is on Feb. 11. Three fiscal years will be covered. There will also be an economic development report.

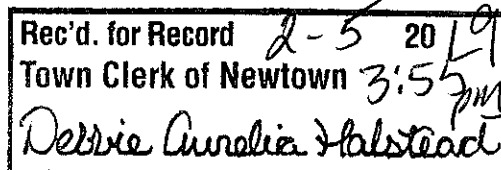
**OLD BUSINESS REPORT**

**Discussion and possible action**

- 1. Board of Selectmen FY 201-2020 budget:** Selectman Capeci believes the proposed budget is lean with an increase equal to the cost of living. Roads are a priority in the budget, with a lot of community support. Selectman Capeci is concerned with the unknowns around the ECS cost grant. He inquired if there was a plan should something dramatic happen to the ECS grant. The Governor will present the state budget on February 20. In the case of major reductions to municipal aid from the state, First Selectman Rosenthal does not support passing increases to the tax payer. He would first make difficult cuts to the budget; likely cuts to staff and services.

Selectman Crick Owen moved the following bottom line budgets, Selectman Capeci seconded, without further discussion. All motions were approved unanimously:

Selectmen	\$439,553
Selectmen Other	\$168,500
Human Resources	\$111,546
Tax Collector	\$381,580
Purchasing	\$74,301



Board of Selectmen  
February 4, 2019

Town Clerk	\$322,095
Registrars	\$167,731
Assessor	\$328,701
Finance	\$543,888
Technology	\$805,526
Unemployment	\$10,000
OPEB Contribution	\$178,531
Professional Organizations of	\$40,658
Insurance	\$1,110,500
Legislative Council	\$45,000
District Contributions	\$10,000
Sustainable Energy	\$1,000
Fairfield Hills Authority	\$44,000
Emergency Communications	\$1,136,588
Police	\$7,010,704
Emergency Management/N.U.S.A.R	\$61,572
Lake Authorities	\$45,776
N.W. Safety Communication	\$11,363
Emergency Medical Services	\$270,000
NW Connecticut EMS Council	\$250.00
Winter Maintenance	\$782,128
Transfer Station	\$1,566,586
Public Building Maintenance	\$713,787
Social Services	\$294,677
Senior Services	\$346,844
Newtown Health District	\$403,001
Newtown Youth & Family Services	\$301,239
Children's Adventure Center	\$139,228
Outside Agency Contributions	\$63,842
Land Use	\$714,716
Economic & Community Development	\$133,477
Grants Administration	\$27,090
NW Conservation District	\$1,100
Parks & Recreation	\$2,511,914
Library	\$1,382,115
Newtown Parade Committee	\$1,400
Contingency	\$140,000
Debt Service in the amount of	\$9,249,118
Town Hall Board of Managers	\$179,511
Reserve for Cap & Non-Rec. Exp.	\$250,000
<b>BOS Total budget</b>	<b>\$42,195,726</b>

Selectman Crick Owen moved Probate, \$7,972, which reflects an increase of \$429 to the proposed budget because the request came after the First Selectman budget. Selectman Capeci seconded. All in favor.

Selectman Crick Owen moved Animal Control, \$166,196. Selectman Capeci seconded. The salary line item is down because when the Assistant Animal Control Officer resigned the position was replaced by an Assistant Kennel Keeper. All in favor.

Selectman Crick Owen moved Fire in the amount of \$1,395,627 which eliminates the \$12,000 increase in stipend for daytime drivers. Selectman Capeci seconded. Selectman Crick Owen said she is not completely

opposed to two additional drivers in the future but would like more call data to support the need. There is currently protocol in place to back up the other departments. All in favor.

Selectman Crick Owen moved Building in the amount of \$423,472. Selectman Capeci seconded. The reduction of the proposed budget represents a \$37,648 reduction in Salaries & Wages; an open Assistant Building Inspector position is changed from full time to part time. There is also a \$2,880 reduction in Building Dept./Social Security. All in favor.

Selectman Crick Owen moved Highway, \$7,701,324. Selectman Capeci seconded. The \$17,016 reduction to the proposed budget amount is due to a gasoline bid that came in after the First Selectman budget. All in favor.

Selectman Crick Owen moved Parks & Recreation, \$2,501,914. Selectman Capeci seconded. The \$10,000 capital reduction is because the internal lease amount for pick-up truck has been placed in the capital non-recurring account. This truck will become a replacement vehicle in the near future. All in favor.

Selectman Crick Owen moved Cultural Arts for \$0.00. Selectman Capeci seconded. First Selectman Rosenthal said that they have a significant amount of money in a special revenue account.

(Adjustments noted in attached.)

## **NEW BUSINESS**

### **Discussion and possible action:**

1. **Grant Acceptance:** Selectman Crick Owen moved the acceptance of the VOCA grant of July 1, 2019 to June 30, 2020. Selectman Capeci seconded. All in favor.
2. **Grant Acceptance:** Selectman Crick Owen moved to accept the Highway Safety Grant for fiscal year 2019 for the DDHVE (distracted driving). Selectman Capeci seconded. All in favor.
3. **Grant Acceptance:** Selectman Crick Owen moved to accept the Highway Safety Grant – Drug Recognition Expert (DRE) Support for the school year 2019. Selectman Capeci seconded. All in favor.
4. **Grant Acceptance:** Selectman Crick Owen moved to accept the “In a heartbeat foundation” AED grant (automatic external defibrillator) for the Newtown Community Center. Selectman Capeci seconded. All in favor.
5. **Appointments/Reappointments/Vacancies/Opening:** none.
6. **Driveway Bond Release/Extension:** Selectman Crick Owen moved the driveway bond release for KASL, LLC, 53 Robin Hill Road, M14, L2, B13, in the amount of \$1,000.00. Selectman Capeci seconded. All in favor.
7. **Tax Refunds:** Selectman Crick Owen moved to correct the January 2018/19 Refund #10 to \$6,938.82. Selectman Capeci seconded. All in favor. Selectman Crick Owen moved the February 4, 2018/19 Refund #12 in the amount of \$25,763.97. Selectman Capeci seconded. All in favor.

**VOTER COMMENTS:** none.

**ANNOUNCEMENTS:** none.

**ADJOURNMENT:** Having no further business the regular Board of Selectmen meeting adjourned at 8:47p.m.

Att: Winter Storm breakdown; Newtown Senior Tax Credit 2019-2020; Shipman & Goodwin correspondence; Board of Selectmen Budget Adjustment.

Respectfully submitted,  
*Sue Marcinek, Clerk*

## WINTER STORM BREAKDOWN

2018-2019

Storm #	DATE	DAY	TIME	TIME			SAND		TREATED SALT		OVERTIME		TOTAL
			IN	OUT	TYPE OF	USED	PER YD	USED	COST	HOURS	COST	COST OF	
1	11/15-11/16/18	Thursday-Friday	3:30 PM	7:00 AM	8" Snow and Ice	212	\$3,922.00	257.24	\$18,351.50	455.75	\$20,048.49	\$42,321.99	
2	1/8/2019	Tuesday	3:15 AM	7:00 AM	Light Snow	73.53	\$1,360.31	96.46	\$6,881.46	90.75	\$4,124.81	\$12,366.57	
3	1/18/2019	Friday	2:00 AM	7:00 AM	Dusting/Sanding	98	\$1,813.00	116.68	\$8,323.95	96.75	\$4,386.00	\$14,522.95	
4	1/19-1/20 and 1/21/2019	Saturday-Sunday and small crew	7:30 AM and 7:00AM	8:30 PM and 6:00 PM	Ice Storm	330.22	\$6,109.07	411.86	\$29,382.09	617.75	\$27,928.70	\$63,419.86	
		Monday											
5	1/30/19 and 1/31/19	Wednesday and small crew	2:00 AM 3:30 PM	7:00 AM 7:00 PM	Icy Conditions Light Snow	306.74	\$5,674.69	454.9	\$32,452.57	266.75	\$12,100.64	\$50,227.90	
		Thursday	3:00 AM	7:00 AM									
Sand for residents at the Transfer Station					TOTAL	1020.49	\$18,879.07	1337.14	\$95,391.57	1527.75	\$68,588.64	\$182,859.27	

NEWTOWN SENIOR TAX CREDIT - 2019-20				
<b>CURRENT:</b>				
<u>Income Group</u>	<u># Receipients</u>	<u>Benefit Amount</u>	<u>Total</u>	
0 - 45,000	385	2,525	972,125	
45,001 - 55,000	123	1,750	215,250	
55,001 - 65,000	86	1,300	111,800	
65,001 - 70,000	28	800	22,400	
Other	49	Various	63,501	
	671		1,385,076	
<b>PROPOSED:</b>				
	across the board 15% increase			SAY
<u>Income Group</u>	<u># Receipients</u>	<u>Benefit Amount</u>	<u>Total</u>	<u>Benefit Amount</u>
0 - 45,000	385	2,904	1,117,944	2,900
45,001 - 55,000	123	2,013	247,538	2,000
55,001 - 65,000	86	1,495	128,570	1,500
65,001 - 70,000	28	920	25,760	920
Other	49	Various	63,501	
	671		1,583,312	

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Daniel C. Rosenthal  
First Selectman  
Tel. 203-270-4202  
dan.rosenthal@newtown-ct.gov

## TOWN OF NEWTOWN

### OFFICE OF THE FIRST SELECTMAN

December 17, 2018

Mr. Alan E. Lieberman  
Managing Partner  
Shipman & Goodwin LLP  
One Constitution Plaza  
Hartford, CT 06103-1919  
alieberman@goodwin.com

Dear Alan:

As you may know, the Town of Newtown is represented by Shipman & Goodwin in employment matters related to the Board of Education staff.

I would like to direct your attention to a pending legal matter filed against the Water and Sewer Authority of the Town of Newtown filed on August 9, 2018 by your firm in its representation of 79 Church Hill Road, LLC.

I believe the above represents a conflict of interest and respectfully request that the matter be resolved immediately. Regretfully, I am prepared to direct the matter to the CT Statewide Grievance Committee if necessary.

Many thanks for your prompt attention to this matter.

Best regards,

  
Daniel C. Rosenthal  
First Selectman

Anne H. Littlefield  
[alittlefield@goodwin.com](mailto:alittlefield@goodwin.com)

Phone: (860) 251-5715  
Fax: (860) 251-5315

December 26, 2018

**VIA ELECTRONIC TRANSMISSION & U.S. MAIL**

Mr. Daniel C. Rosenthal  
First Selectman  
Town of Newtown  
Newtown Municipal Center  
3 Primrose St.  
Newtown, CT 06470

Re: Correspondence to Alan E. Lieberman

Dear Mr. Rosenthal:

It was a pleasure speaking with you Friday morning. We appreciate the opportunity to discuss the concern about whether our work for the Newtown Board of Education (the "Board") and concurrent representation of an entity adverse to the Town of Newtown presents a conflict of interest. We acknowledge that our firm has historically had, and continues to have, client relationships with entities whose interests are adverse to the Town of Newtown. However, as we discussed, given the unique role of a board of education as an agent of the state, simultaneous representation of a local board of education and representation of clients adverse to the municipality served by that local board of education does not present a conflict of interest under Connecticut's Code of Professional Responsibility.

As we discussed, the Committee on Professional Ethics of the Connecticut Bar Association, which analyzes and provides guidance to attorneys in this area, has opined that a law firm may represent a local board of education even though other members of the same firm may be adverse to the municipality in unrelated matters. Specifically, in Informal Opinion 92-25 (citing its 1974 opinion on this topic), the Committee on Professional Ethics noted as follows:

*A municipal board of education has a relationship to the municipality different from other municipal agencies. A board of education is an agency of the State and by law is independent of influence by municipal officials except the board of finance or*

*similar municipal body. Because of the independence of a board of education, this committee in Informal Opinion No. 4a-74 held permissible the representation of clients against a municipality by a lawyer who served as counsel to a school board.*

Similarly, in Formal Opinion 37, the Committee on Professional Ethics discussed the same concept:

*Another example is a board of education, which is an agency of the state and generally independent of influence by town officials except the board of finance or its equivalent. This committee has held permissible the representation of clients against a town by a lawyer who serves as counsel to a school board. Inf. Op. 4a-74.*

I attach these ethics opinions for your reference. You should also know that this question has been presented to the Connecticut Statewide Grievance Committee in the past, and the Committee has dismissed such grievances on the basis of the ethics opinions cited above.

As we discussed in our conversation with Alan, we understand that the concurrent relationship of our firm representing the Board while our firm is also assisting clients in matters adverse to the Town could cause some community members to pose questions to you or other public officials regarding this issue. I am hopeful that the information in this correspondence will be helpful to you in addressing any such questions from the community.

Our firm greatly values its relationship with the Newtown Board of Education as well as the larger Newtown community. We are proud to serve as the Board's general counsel, and wish to work with you and the Board to address any community members' questions regarding the propriety of our actions. In addition to serving as general counsel to the Board, since the Sandy Hook tragedy, our attorneys have engaged in significant pro-bono supports to community members impacted by the tragedy. These pro-bono efforts include assisting affected families in obtaining legislation to protect images of their children being released as public records, working for the Sandy Hook related Safe & Sound Foundation, and setting up 501(c)(3) non-profit corporations on behalf of affected families.

We would be happy to answer any questions that you have about our representation of the Board and any measures that we can work on collaboratively to address the concerns you raised. Please contact us at any time.

Very truly yours,



Anne H. Littlefield  
Deputy General Counsel

(JL)

cc: Alan E. Lieberman, Managing Partner



Formal 37.

## **Connecticut Ethics Opinions**

### **Formal Opinions.**

#### **Formal 37.**

#### **FORMAL OPINION 37**

Simultaneous Representation of Clients Against Municipality and Service As Member of Municipal Agency

[Revised as Formal Opinion No. 47]

The Committee on Professional Ethics has been asked to express an opinion regarding the circumstances under which an attorney may properly represent private clients against a municipality or in matters before its agencies if he or another attorney affiliated with the same firm<sup>1</sup> is serving as a member of an elected or appointed board, commission, authority or other agency of the municipality.

As discussed below, this committee's Opinion rests upon a recognition of both the duty of a public official to serve the public's interests within the scope of his position - both actual and as reasonably perceived by the layman - and the professional obligation of a lawyer to represent clients zealously while avoiding (1) compromises of confidences or secrets, (2) circumstances which interfere with independence of judgment or loyalty to a client, and (3) professional impropriety or even the appearance of the same. These factors bring into play several Canons of Connecticut's Code of Professional Responsibility, specifically Canons 4 (confidentiality), 5 (independent judgment), 7 (zeal), 8 (actions as a public official), and 9 (appearance of impropriety), each of which will be described briefly before an effort is made to synthesize their provisions in the context of this opinion.

Canon 4 requires that a lawyer preserve the confidences and secrets of a client. Ethical Consideration 4-5 cautions against the use of any information acquired in the course of the representation of a client to the disadvantage of the client and counsels care to prevent both the disclosure of the confidences and secrets of one client to another (regardless of whether their positions are adverse) and the acceptance of any employment that might require such disclosure. While the request for this opinion does not contemplate a lawyer acting as such on behalf of multiple clients, the principles inherent in Canon 4 should nonetheless be applied in the context of service as a public official, whose actions must be such as to maintain public confidence in government.

Canon 7 imposes upon a lawyer a duty to represent a client zealously; in litigation the exercise of zeal presupposes an unencumbered willingness to pursue and use, within the bounds of the law, information helpful to the client's cause. Should such information come to the attention of a lawyer by virtue of his exercise of public duties, the use of such information in answer to the dictates of Canon 7 could well conflict with a public duty, or give rise to a layman's<sup>2</sup> inference that the attorney is using his public office to advance his own professional ends,<sup>3</sup> or may create an appearance of professional impropriety in contravention of Canon 9.

or her sense of obligation to the client or to the public; he or she should "determine his or her conduct by acting in a manner that promotes public confidence in the integrity and efficiency of the legal system and the legal profession." EC 9-2. Such a determination should include regard for the principles of Canon 8 and specifically, Disciplinary Rule 8-101(A) prohibiting the improper use of a public office to influence public decision making or gain special advantages. Lawyers should be scrupulous to avoid not only the conduct proscribed by Disciplinary Rule 8-101(A) but also circumstances which, in the mind of the layman unaccustomed to nice distinctions, offer too great an opportunity for misunderstanding, for criticism of the legal profession, and for deterioration of public confidence in both the bar and local government.

When a lawyer chooses to serve in a public office, it is essential that he or she consider decisions about his or her law practice with careful regard for the principles relating to differing interests, which term extends beyond direct conflicts and includes "every interest that will adversely affect either the judgment or the loyalty of a lawyer to a client, whether it be a conflicting, inconsistent, diverse, or other interest." CPR Definition (1). Operating in a setting of differing interests requires both the absence of doubt that each interest can be adequately represented and the knowing consent of both clients after full disclosure of the effect of the situation upon the lawyer's independent professional judgment. DR 5-105(C). In situations involving the public, it is unrealistic to assume that any meaningful consent may be obtained even if it is obvious that all differing interests can be adequately represented. Furthermore, a lawyer must satisfy both him or herself and the clients that the lawyer's own personal interests - which may well be construed to include advancement in public offices - will not impair the exercise of his or her professional judgment on behalf of the clients. DR 5-101(A). While in the circumstances contemplated by DR 5-101(A) a lawyer may well be able to fully explain his or her position to a client and obtain meaningful consent, he or she must nonetheless be sensitive to the possibilities of influences upon his or her judgment and must certainly avoid, in his or her efforts to allay any apprehensions of a client, any suggestion that his or her occupying of a public office places his client in a position to gain special advantage. DR 9-101(C); EC 9-4. Simultaneously he or she must avoid the implication that he or she is using a public office for personal advantage. DR 8-101(A). In matters involving public trust, the lawyer may be called upon to tread a fine line indeed in his efforts both to be properly available and zealous on behalf of clients and to maintain the confidence and respect of the public for both him or herself and the profession.

In emphasizing, to the extent that we do, the appearance of conflicting interests as an important consideration, we are not unmindful of the subjectivity of - and frequent unfairness resulting from application of - a standard that ignores intent and purity of motives in favor of perceptions often born of misinformation or insufficient information. In private law situations, we would be reluctant to find conflict if the only reason for doing so were the *appearance* of a conflict.

We deal here, however, with that aspect of a lawyer's life most open to the public and therefore most susceptible to popular judgment: the lawyer as public official. In that context, we do not write on a clean slate. Connecticut case law, at least since *Low v. Madison*, 135 Conn. 1, 60 A.2d 774 (1948), has been unequivocal in its insistence that public officials must not only be free of impropriety but of the appearance of impropriety as well. This insistence upon satisfying public

it is customary for the two agencies to consult with one another on common projects, or if the planning commission often takes official positions on issues before the zoning board, disqualification would be in order. While a frequent relationship of that character would require disqualification, an occasional such relationship (similar to the situation where a police commission might occasionally be consulted on a zoning matter) would not require disqualification. Another example is a board of education, which is an agency of the state and generally independent of influence by town officials except the board of finance or its equivalent. This committee has held permissible the representation of clients against a town by a lawyer who serves as counsel to a school board. Inf. Op. 4a-74. Similarly, it is unlikely that service on an elected library board would reasonably be perceived as in conflict with representation of a client before the zoning board of appeals seeking a variance, or before the planning and zoning commission seeking subdivision approval, unless, of course, the library board, because of the proximity of subject sites to libraries, would ordinarily have been expected to take a position on the matter.

On the other hand, a member of the governing body in a town (such as the town council or the board of selectmen) would probably be disqualified from appearing before most nonceremonial boards in town other than the board of education because most boards would be considered subordinate to it. Likewise, a member of most boards in a town would probably be disqualified from appearing before the governing body for the same reason of subordination. In rendering this Opinion, the committee is mindful of the desirability of lawyers' making their skills available for public service in their communities and does not intend that its interpretations of the restraints imposed upon lawyers by the Code of Professional Responsibility construct disincentives to community service. On the other hand, if public service is not to become a disservice - either to the public or to the legal profession - the lawyer must resolve any reasonable doubts against being cast in two roles which may confuse the public as to the nature of the service being performed and the motivations affecting the judgment and loyalty of the lawyer.

1. For the purposes of this Opinion, it makes no difference whether dual roles are played by one lawyer or by lawyers affiliated with the same firm. A restriction upon one applies to all. DR 5-105(D); CBA Informal Opinion 84-7.
2. ABA Opinion 192 (1939) holds that an attorney in public office should avoid all conduct which might lead a layman to conclude that the attorney is utilizing his public position to further his professional success.
3. See EC 8-8, which warns a lawyer who is a public officer against engaging in activities in which his personal or professional interests are or foreseeably may be in conflict with his official duties.
4. Attorneys having firm members serving in the following municipal capacities may not appear in matters against the same town: (1) town economic development commissioner, Inf. Op. 4a-71; (2) town meeting moderator, Inf. Op. 5a-74; (3) town burgess, Inf. Op. 8a-74; (4) city treasurer, Inf. Op. 10a-74; (5) member of board of finance, Inf. Op. 15a-74; (6) member of town council, Inf. Ops. 80-2, 80-7. The committee has also issued two recent informal opinions regarding restrictions imposed upon town attorneys: Inf. Ops. 83-30, 85-3.
5. Attorneys with firm members serving in the following municipal capacities may appear in

Informal 92-25.

**Connecticut Ethics Opinion**

**1992.**

**Informal 92-25.**

November 2, 1992

**INFORMAL OPINION 92-25**

**School Board Member Representing Individual Teachers**

You have requested our opinion as to whether there are any ethical prohibitions against a member of a municipal board of education performing legal services for an individual school teacher employed by the Board. You have stated the following factual situation:

At the November, 1991, municipal election, Lawyer A was elected to a municipal Board of Education. It is quite possible that during his term in office, Lawyer A might be approached by an individual school teacher employed by the municipal Board of Education to perform legal services for that teacher, including, for example, the preparation of a will or representation in a real estate closing, among other potential matters. Lawyer A can envision that such a request for legal services would in all likelihood be made to him on a good faith basis by the individual teacher without an ancillary purpose on his or her part to secure favor with Lawyer A because of Lawyer's A elected position.

Further, Lawyer A has in the past represented people who were at that time or may now be employees of the municipal Board of Education of which Lawyer A is now a member.

The applicable Rule is Rule 1.7 of the Rules of Professional Conduct, which provides:

(a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless:

- (1) The lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
- (2) Each client consents after consultation.

(b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interests, unless:

- (1) The lawyer reasonably believes the representation will not be adversely affected; and
- (2) The client consents after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

The ethical implications of a lawyer serving as a member of a municipal agency are also addressed in Formal Opinion No. 37, adopted May 15, 1985, and affirmed under the Rules of Professional Conduct in 1988. There this committee concluded:

When a lawyer holds a municipal office, neither he nor any lawyer affiliated with him may represent clients against the municipality or before any municipal board, commission, authority or agency, if, by virtue of the relationship between the public office and the entity against which the

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dan.rosenthal@newtown-ct.gov

## TOWN OF NEWTOWN

### OFFICE OF THE FIRST SELECTMAN

January 2, 2019

Ms. Anne H. Littlefield  
Deputy General Counsel  
Shipman & Goodwin, LLP  
One Constitution Plaza  
Hartford, CT 06103-1919

Dear Attorney Littlefield:

Thank you for your letter dated December 26, 2018 and for the time you and Attorney Lieberman spent speaking with me on December 21st. I appreciate your concern and prompt attention in addressing the matter I raised in my letter to Attorney Lieberman on December 17th.

While our conversation and the material you shared in your letter appear to satisfy the ethical concerns raised by my letter, I believe we are still left with a business issue. My chief responsibility is to the taxpayers of Newtown and as a matter of principle I think it is appropriate to expect that our legal representation serve only the Town and not clients who choose to sue the Town. While I appreciate your willingness to try to explain the issue to any concerned residents, I do not think there is a logical way to explain why the Town pays a large sum to your firm, while at the same time having to expend resources to defend a lawsuit brought by your firm in its representation of another client.

By all accounts your firm has represented the Town and, more specifically, the Board of Education well. That being said, absent a favorable resolution, I will plan to request that the Board of Education move to terminate our relationship in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Rosenthal".

Daniel C. Rosenthal  
First Selectman

cc: Michelle Ku, Chairman, Newtown Board of Education  
Lorrie Rodrigue, Superintendent, Newtown Public Schools



CONFIDENTIAL ATTORNEY WORK PRODUCT

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Anne H. Littlefield  
[alittlefield@goodwin.com](mailto:alittlefield@goodwin.com)

Phone: (860) 251-5715  
Fax: (860) 251-5315

January 8, 2018

VIA ELECTRONIC TRANSMISSION & U.S. MAIL

Mr. Daniel C. Rosenthal  
First Selectman  
Town of Newtown  
Newtown Municipal Center  
3 Primrose Street  
Newtown, CT 06470

Dear Mr. Rosenthal:

Thank you for your letter dated January 2, 2019. Upon receipt of your original correspondence, as well as the more recent letter, our firm reviewed its ethical obligations in this situation. The applicable ethical rules do not support an action by the firm to withdraw from its representation of a client with interests adverse to the interests of a non-client, such as the Town of Newtown, particularly if such a withdrawal could prejudice the interests of an existing client. Accordingly, to the extent that the Town is seeking a resolution that involves Shipman & Goodwin LLP taking action to terminate any of its existing client relationships, we are not able to agree to such a resolution.

As I believe that you are aware, our firm represents over one hundred Connecticut school districts, providing us with both a broad knowledge of, and extensive experience with, school law matters. As counsel to boards of education, we regularly advise our clients on the statutory distinction between a municipality and the board of education that oversees the educational system in that municipality. Consistent with this statutory distinction, the Town and the Board have historically retained separate counsel to represent their specific interests. By way of example, a situation arose recently in Newtown where we were asked to represent the Board in the drafting of an agreement with the Town for a Memorandum of Understanding ("MOU") pertaining to school security officer services. As the Board and the Town are distinct legal entities, with adverse interests, we were required to engage in communications with separate counsel appointed by the Town to represent it with respect to the MOU in question.

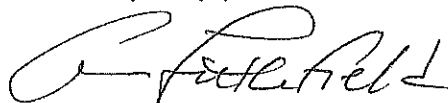
CONFIDENTIAL ATTORNEY WORK PRODUCT

Mr. Daniel C. Rosenthal  
January 8, 2019  
Page 2

The Request for Proposals for Legal Services ("RFP") issued by the Newtown Board of Education in 2015, to which our firm responded, required the firm to confirm that we did not represent the Town of Newtown, as such representation could pose a conflict of interest. Our response to the RFP included the necessary affirmation that our firm did not have an attorney-client relationship with the Town. Such a provision in a board of education's request for proposal for legal services is commonplace in Connecticut because of the issues that can arise, to the prejudice of the board of education, if its regular counsel could not handle matters that are adverse, or potentially could be adverse, to the local municipality.

We are hopeful that the further information in this letter is of assistance to you as you consider this matter on behalf of the Town. We have shared your concerns and your correspondence with the Chair of the Board of Education as well as the Superintendent of Schools, and I have copied them here for the Board's information and consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anne H. Littlefield", written in a cursive style.

Anne H. Littlefield  
General Counsel

cc: Alan E. Lieberman, Managing Partner, Shipman & Goodwin LLP  
Michelle Ku, Chair, Newtown Board of Education  
Dr. Lorrie Rodrigue, Superintendent of Schools, Newtown Public Schools



Dan Rosenthal &lt;dan.rosenthal@newtown-ct.gov&gt;

---

**Re: Town of Newtown**

1 message

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**Dan Rosenthal** <dan.rosenthal@newtown-ct.gov>

Wed, Jan 9, 2019 at 2:19 PM

To: "August, Cheryl" &lt;CAugust@goodwin.com&gt;

Cc: "kum\_boe@newtown.k12.ct.us" &lt;kum\_boe@newtown.k12.ct.us&gt;, "rodrigue@newtown.k12.ct.us" &lt;rodrigue@newtown.k12.ct.us&gt;, "Lieberman, Alan" &lt;ALieberman@goodwin.com&gt;, "Littlefield, Anne" &lt;ALittlefield@goodwin.com&gt;

Dear Cheryl et al,

Thank you for the attached response. Given the letter puts a finer point on your stance that you don't represent the Town of Newtown even though its taxpayers pay for your services, I do not accept the attached as a "Confidential Attorney Work Product" I will proceed to request a public discussion with the Board of Education on the matter in the near future.

Best regards,

Dan

---

On Tue, Jan 8, 2019 at 12:11 PM August, Cheryl <CAugust@goodwin.com> wrote:

Dear Mr. Rosenthal: Please see Attorney Littlefield's correspondence attached with respect to the above matter.

Thank you.

Cheryl August  
Legal Practice Assistant  
Shipman & Goodwin LLP  
Hartford Office  
Tel (860) 251-5761 / Fax (860) 251-5215

---

Privileged and confidential. If received in error, please notify me by e-mail and delete the message.

---

Daniel Rosenthal  
First Selectman  
Town of Newtown  
3 Primrose Street  
Newtown, CT . 06470  
Tel: 203-270-4201  
Cell: 203-948-4994





Dan Rosenthal &lt;dan.rosenthal@newtown-ct.gov&gt;

---

**Re: Town of Newtown**

1 message

---

**Dan Rosenthal** <dan.rosenthal@newtown-ct.gov>

Wed, Jan 9, 2019 at 2:39 PM

To: "August, Cheryl" &lt;CAugust@goodwin.com&gt;

Cc: "kum\_boe@newtown.k12.ct.us" &lt;kum\_boe@newtown.k12.ct.us&gt;, "rodrigue@newtown.k12.ct.us" &lt;rodrigue@newtown.k12.ct.us&gt;, "Lieberman, Alan" &lt;ALieberman@goodwin.com&gt;, "Littlefield, Anne" &lt;ALittlefield@goodwin.com&gt;

Thank you, Anne.

On Wed, Jan 9, 2019 at 2:37 PM August, Cheryl &lt;CAugust@goodwin.com&gt; wrote:

Dear Mr. Rosenthal: I attach a revised letter for your records. You are correct the inclusion of the attorney client privilege header was an error.

Anne H. Littlefield, Esq.

Cheryl August  
Legal Practice Assistant  
Shipman & Goodwin LLP  
Hartford Office  
Tel (860) 251-5761 / Fax (860) 251-5215

Privileged and confidential. If received in error, please notify me by e-mail and delete the message.

-----  
Daniel Rosenthal  
First Selectman  
Town of Newtown  
3 Primrose Street  
Newtown, CT . 06470  
Tel: 203-270-4201  
Cell: 203-948-4994

Anne H. Littlefield  
[alittlefield@goodwin.com](mailto:alittlefield@goodwin.com)

Phone: (860) 251-5715  
Fax: (860) 251-5315

January 9, 2018

**VIA ELECTRONIC TRANSMISSION & U.S. MAIL**

Mr. Daniel C. Rosenthal  
First Selectman  
Town of Newtown  
Newtown Municipal Center  
3 Primrose Street  
Newtown, CT 06470

Dear Mr. Rosenthal:

Thank you for your letter dated January 2, 2019. Upon receipt of your original correspondence, as well as the more recent letter, our firm reviewed its ethical obligations in this situation. The applicable ethical rules do not support an action by the firm to withdraw from its representation of a client with interests adverse to the interests of a non-client, such as the Town of Newtown, particularly if such a withdrawal could prejudice the interests of an existing client. Accordingly, to the extent that the Town is seeking a resolution that involves Shipman & Goodwin LLP taking action to terminate any of its existing client relationships, we are not able to agree to such a resolution.

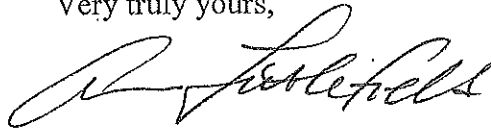
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Mr. Daniel C. Rosenthal  
January 9, 2019  
Page 2

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We are hopeful that the further information in this letter is of assistance to you as you consider this matter on behalf of the Town. We have shared your concerns and your correspondence with the Chair of the Board of Education as well as the Superintendent of Schools, and I have copied them here for the Board's information and consideration.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Anne H. Littlefield", written in a cursive style.

Anne H. Littlefield  
General Counsel

cc: Alan E. Lieberman, Managing Partner, Shipman & Goodwin LLP  
Michelle Ku, Chair, Newtown Board of Education  
Dr. Lorrie Rodrigue, Superintendent of Schools, Newtown Public Schools



**NEWTOWN PUBLIC SCHOOLS**  
**3 PRIMROSE STREET**  
**NEWTOWN, CT 06470**

OFFICE OF THE SUPERINTENDENT  
(203) 426-7620  
FAX (203) 270-6199

BUSINESS OFFICE  
(203) 426-7618  
FAX (203) 270-6110

January 14, 2019

VIA ELECTRONIC SUBMISSION AND US MAIL:

ALittlefield@goodwin.com

Ms. Anne H. Littlefield  
Deputy General Counsel  
Shipman & Goodwin, LLP  
One Constitution Plaza  
Hartford, CT 06103-1919

Re: Correspondence to Alan E. Lieberman

Dear Attorney Littlefield:

We have been apprised of the exchanges between Shipman and Goodwin and Newtown's First Selectman regarding the Selectman's initial inquiry regarding a conflict of interest. We have been hopeful that a mutually-acceptable resolution would be found between Shipman and Goodwin and Mr. Rosenthal. However, after multiple conversations and correspondences, the issue appears to remain unresolved. Unfortunately, the lack of resolution warrants a dialogue among members of the Board to consider the issue and the impact it may have upon the community-at-large. Therefore, we are compelled to share our concerns and perspective on the matter, and although the Board of Education has not yet had the opportunity to discuss this at a meeting, we plan to do so in the near future. That being said, the thoughts expressed herein are those of the Superintendent of Schools and Board Chair.

We do agree that the Board of Education is a distinct legal entity from the municipality and an agent of the State of Connecticut. As such, the Board of Education acts in accordance with the State, the General Assembly, and in the best interest of the students and families it serves separate from the municipality. Based on your correspondence with Mr. Rosenthal, we also recognize that the Committee on Professional Ethics of the Connecticut Bar Association has opined that a law firm may represent a local board of education even though other members of the same firm may represent a client adverse to the municipality.

Further, while we understand that the Town and the Board are separate entities with different roles in serving our residents, and that the issue does not pose a legal or ethical conflict as originally argued, a concern from a political perspective remains. We respect the opinion conveyed by our First Selectman and are reaching out to determine whether some resolution or option, perhaps one not yet discussed, might still exist.

Although we understand that your law firm has obligations to each of its clients, we are hopeful that a satisfactory closure to this issue can be found. The services you have provided the Board of Education are extremely valuable to us, and we look forward to hearing from you soon.

With much appreciation,



Dr. Lorrie Rodrigue  
Superintendent  
Newtown Public Schools



Dr. Michelle Ku  
Board Chair  
Newtown Board of Education

cc: Board of Education  
First Selectman Dan Rosenthal ✓



Anne H. Littlefield  
[alittlefield@goodwin.com](mailto:alittlefield@goodwin.com)

Phone: (860) 251-5715  
Fax: (860) 251-5315

February 1, 2019

**VIA ELECTRONIC TRANSMISSION & U.S. MAIL**

Dr. Michelle Ku  
Chair  
Newtown Board of Education  
3 Primrose Street  
Newtown, CT 06470  
[kum\\_boe@newtown.k12.ct.us](mailto:kum_boe@newtown.k12.ct.us)

Dr. Lorrie Rodrigue  
Superintendent  
Newtown Public Schools  
3 Primrose Street  
Newtown, CT 06470  
[rodrigue@newtown.k12.ct.us](mailto:rodrigue@newtown.k12.ct.us)

Dear Drs. Ku and Rodrigue:

Thank you for your letter dated January 14, 2019. Shipman & Goodwin LLP (the "Firm") is eager to reach a resolution with the Newtown Board of Education (the "Board") pertaining to the matter under discussion. I am providing some specific resolution proposals in the hopes that these proposals may assist the Board in its consideration of this matter.

In considering the questions and concerns raised by this situation, the Firm has determined that it can offer an assurance to the Board, which the Board can then convey to the Town of Newtown (the "Town"), that Shipman & Goodwin will not initiate litigation against the Town (e.g., tort claims, employment claims, tax appeals). Given the Firm's client base, the assurance does not extend to land use matters, which we have long handled for our clients across the state.

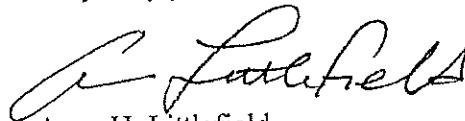
In addition, we will erect and maintain an ethical screen between all Firm lawyers working on any land use matter adverse to the Town and all Firm lawyers working on behalf of the Board. This ethical screening protocol will prohibit any exchange of information between the two groups of attorneys and will segregate the electronic and physical information pertaining to the two clients at issue.

Dr. Michelle Ku  
Dr. Lorrie Rodrigue  
February 1, 2019  
Page 2

Please note also that the Firm is willing to consider such additional proposals as the Board may request.

We are hopeful that the further information in this letter is of assistance to you as you consider this matter on behalf of the Board.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anne H. Littlefield". The signature is fluid and cursive, with the first name "Anne" being more prominent.

Anne H. Littlefield  
General Counsel

cc: Alan E. Lieberman, Esq., Managing Partner, Shipman & Goodwin LLP  
Richard A. Mills, Jr. Esq., Shipman & Goodwin LLP



**SHIPMAN & GOODWIN** LLP®  
COUNSELORS AT LAW

Richard A. Mills  
Phone: (860) 251-5706  
Fax: (860) 251-5315  
rmills@goodwin.com

April 11, 2016

VIA ELECTRONIC MAIL & U.S. MAIL

Dr. Joseph V. Erardi, Jr.  
Superintendent of Schools  
Newtown Board of Education  
3 Primrose Street  
Newtown, CT 06470

Re: Legal Representation

Dear Dr. Erardi:

On behalf of Shipman and Goodwin LLP, I am writing to confirm that the Newtown Board of Education has engaged our firm to provide legal counsel in the area of special education, in addition to our current representation for general school law matters.

It is our practice, in accordance with the Rules of Professional Conduct, to write to clients to describe the terms on which Shipman & Goodwin LLP has agreed to represent the Board. If you have any questions concerning these terms or wish to discuss our fees and charges, please feel free to call me. We want you to feel comfortable to discuss with us any aspect of our representation at any time. The services provided by us may be altered in the course of our representation to reflect your needs and our subsequent communications. We would expect to provide any additional required services without revising this communication.

As you know, we bill our clients monthly for services provided through completion of the previous month. We do not require a retainer up front for legal



services. We keep track of our time to the tenth of an hour on a daily basis. Our hourly rates vary, based on the experience levels of our attorneys. We provide public sector clients with a significant discount from our standard hourly rates. After application of this discount, my applicable rate is \$390 per hour. Julie Fay's rate is \$340 per hour, Jessica Ritter's rate is \$260 per hour and Peter Maher's rate is \$240. Our school law practice includes additional partners, associates, and paralegals, all of whom provide legal services to our public sector clients. Partner rates range from \$315 to \$400. Associate rates range from \$225 to \$300. Our discounted rates for paralegals are currently \$160 per hour to \$185 per hour. We apply our rates with some flexibility out of concern for our clients. We never exceed these charges, but we will adjust our billings when appropriate, given the nature and scope of a project. Our rates are adjusted periodically, typically in January. However, as we previously discussed, we will maintain the above listed 2015 rates for the Board for the period through and including December 31, 2016.

We do not charge for secretarial time, word processing, phone bills, postage or other "overhead" expenses. Normally, the same is true of photocopying charges, except for unusually extensive projects such as multiple exhibit books for administrative hearings. For those exceptional circumstances, we would request reimbursement of our actual copying costs (which are currently charged at 10¢ per page). We do request reimbursement of payments to third parties, such as court filing fees, sheriffs' fees, or transcript costs.

You have the right to terminate our representation at any time. If you do so, you will be responsible for the fees and charges incurred in connection with our representation up to the date of termination, as well as any legal time or other expenses associated with transferring the work to any new counsel.

It is likely that during the course of this engagement both you and we will use electronic devices and Internet services, including but not limited to e-mail to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and we understand that you agree that the benefits of using this technology outweigh the risk of accidental disclosure. To enhance the security of your communications, you may wish to assure that any computer or device you use in communicating with us is password protected and not accessible for use by any third party.

We are delighted to have this opportunity to work with you and the Board. Please call me with any questions you may have regarding these terms. In order to

dealing; or providing you with advice relating to any tax implications or disclosure obligations under federal securities laws or any other applicable law that may relate to the subject matter of our representation.

## 5. Billing Terms.

a. Fees. Our fees for legal services are based on the time spent handling your matter at our individual hourly rates or as otherwise provided in the engagement letter. We may change our rates from time to time, usually on an annual basis, but we will advise you of any changes in our rates before the changes take effect. Hourly charges are applied to the total time devoted to your representation, including travel time, unless otherwise agreed to in writing. Any billing arrangements that differ from these Terms of Representation will be discussed and agreed to between you and the billing attorney and set forth in the engagement letter.

b. Expenses. In addition to fees for legal services, you will be responsible for expenses that we incur in the course of this representation. Expenses may include such items as travel, copying, messenger services, conference calls, and filing fees. We will charge for these expenses based on our actual costs, or an approximation of our actual costs, and any applicable sales or service taxes. In addition, it may be necessary to incur expenses with outside contractors, such as court reporters, expert witnesses, investigators, surveyors, or title companies. These expenses may be paid by you directly or included in our invoices, as you and we may agree.

c. Retainer. For certain types of matters, we require that clients provide us with an initial fee retainer or advance payment. The amount and applicable terms of any retainer or payment are as provided in the engagement letter.

d. Payment of Invoices. Unless you and we otherwise agree in writing, we will send you a monthly invoice that reflects the amount of our fees and expenses attributable to the matter. These monthly statements typically set forth the date the work was performed, the person performing that work, the nature of the services or expenses and the amount of time logged. Each invoice is payable upon receipt. We reserve the right to charge interest on unpaid invoices after 30 days. We may discontinue representation in accordance with the applicable Rules of Professional Conduct if our invoices are not paid in a timely manner.

If you have any questions regarding our invoices or any billing issues, we ask that you immediately contact the billing attorney, the principal attorney for the matter, or our Accounting Department.

6. Electronic Communications. It is likely that during the course of this engagement both you and we will use electronic devices and Internet services, including e-mail, to communicate and to send or make documents available. Although the use of this technology involves some risk that third parties may access confidential communications, we believe and we understand that you agree that the benefits of using this technology outweigh the risk of accidental disclosure. In order to best protect the confidentiality of electronic communications, we have taken several

precautions to protect those communications, including randomized secure password access to our email accounts and optional encrypted communications. To enhance the security of your communications with us, you may also wish to make sure that any computer or device used in communicating with us is password protected and not accessible for use by any third party. This means you should take care if you use any computers or other electronic devices that are owned, controlled, or may be accessed by others, including an employer, to send or receive confidential information to or from us. Confidentiality of our communications may be lost if one uses computers, servers or other electronic devices provided by third parties.


7. No Warranty of Outcome. From time to time, we may express opinions concerning various courses of action and the results that might be expected. Any such statement that we make is intended to be an expression of opinion only, based on the information available to us at the time, and we make no guarantees or promises as to the outcome or the amounts recoverable in connection with this matter.

8. In-Firm Privilege. Our firm has a general counsel who provides assistance to our lawyers and staff. You agree that if any of the firm lawyers representing you consult with the firm's general counsel or the general counsel's designees regarding your representation, those are privileged and confidential communications of the firm. You will not be billed for any such communications or consultations.

9. Files. Documents you provide to us, our correspondence with you or third parties, and the final version of documents that the firm creates for you are considered your files and belong to you. At the conclusion of this matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of these materials in our files you wish us to forward to you, although we reserve the right to copy any of them for our files as we deem appropriate. Our own files pertaining to the matter belong to us and will be retained by the firm. Our files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

At the conclusion of our representation of you, all files and documents retained by the firm for this matter may be maintained only in electronic form and/or destroyed or otherwise disposed of without further notice to you. We typically will retain our files for only a reasonable period of time after the conclusion of a matter.

10. Firm Marketing. We may want to use your name, logo, and a general description of our representation of you (without disclosing confidential information) in our business development efforts and materials. If you object to any such use, please let us know at the beginning of this engagement. Otherwise, we will assume that you have no objection.

 11. Termination or Conclusion of Representation. You have the right to terminate our representation at any time for any reason, and we may terminate our representation in

accordance with the applicable Rules of Professional Conduct. Reasons for which we may terminate representation include: (1) nonpayment of our fees or expenses; (2) your failure or refusal to cooperate as needed; (3) your misrepresentation of or failure to disclose material facts; (4) your refusal to accept our advice; (5) discovery of a conflict with another client of the firm; or (6) any other reason permitted or required under the applicable Rules of Professional Conduct.

In the event that we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in the matter, and you agree to cooperate in any action necessary for our withdrawal. We will be entitled to be paid for all services rendered and other costs or expenses incurred on your behalf through the date of withdrawal. If withdrawal is subject to approval by a court or arbitration panel, we will promptly request such permission, and you agree not to oppose our request.

The attorney-client relationship for this matter will be considered terminated upon the completion of the work contemplated by this engagement, but in any event no later than six months after we send you our statement for the final services rendered in the matter. If you later retain us to perform further or additional services on this matter, the attorney-client relationship will be revived subject to any new or supplemental terms of engagement that we may agree upon in writing at that time.

12. Post-engagement Responsibilities. Unless you engage us to provide additional advice on issues arising from the matter, after the conclusion of our representation on this matter, we will have no continuing obligation to provide advice to you with respect to future legal developments.

13. Governing Law. The rights and obligations of you and the firm arising under or in connection with our representation of you on this matter will be governed by the laws of the State of Connecticut, without regard to conflicts of laws principles.

## TERMS OF REPRESENTATION

The accompanying engagement letter and these Terms of Representation constitute the agreement between Shipman & Goodwin LLP (the "firm" or "we") and the client or clients identified in the engagement letter (the "Client" or "you"), under which the firm will represent you in the matter or matters described in the engagement letter. If you disagree with any of these terms, please notify us immediately so that we can resolve any differences at the outset of this engagement and proceed with a clear and complete understanding of our relationship.

1. Our Client. We will consider only the Client identified in the engagement letter to be our Client for the specific matter or matters identified in the engagement letter. Any attorney-client privilege is, therefore, only between the Client and the firm.

2. Client Responsibilities. Because our representation of you depends on information we receive from you, you agree to keep us informed of any relevant information or developments relating to your matter and to provide the firm with all relevant facts, documents, electronically stored information, and other data and communications regarding the subject of our representation or as reasonably requested by us. You also agree to cooperate fully with us, including making yourself available to us when necessary and responding in a timely fashion to requests for information or decisions necessary for our representation of you.

We encourage you to discuss your expectations with us and to share any concerns you may have regarding our services at any time during the course of our representation.

3. Staffing. We endeavor to staff matters efficiently and cost effectively, which means that the principal lawyer identified in the engagement letter may call upon other attorneys and paralegals to provide services to you. In some circumstances, this delegation may be for the purpose of involving legal professionals with expertise in a given area or to assist the principal lawyer in providing services on an efficient, economical and timely basis.

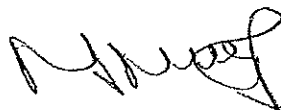
4. Scope of Services. The scope of services to be rendered by the firm under this engagement is only what is described in the engagement letter. You and we can limit or expand the scope of our representation from time to time to meet your needs, but any such change should be confirmed in writing. Unless you and we otherwise agree in writing, these Terms of Representation will also apply to any additional matters we agree to handle on your behalf.

Unless expressly set forth in the engagement letter or in writing, our representation of you will not include the following tasks: reviewing your insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you or notifying insurance carriers about such matters; providing investment or accounting advice or investigating the character or credit of persons with whom you may be

Dr. Joseph V. Erardi, Jr.  
April 11, 2016  
Page 3 of 7

confirm our agreement, please sign the enclosed copy of this letter and return it to me.  
We look forward to working with you.

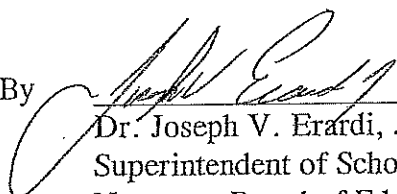
Very truly yours,



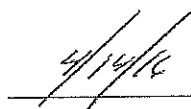
Richard A. Mills

Acknowledged and agreed:

By

  
\_\_\_\_\_  
Dr. Joseph V. Erardi, Jr.  
Superintendent of Schools  
Newtown Board of Education

Date Signed:

  
\_\_\_\_\_

**BOARD OF SELECTMEN BUDGET ADJUSTMENTS:**

MEETING DATE	2019-2020 BUDGET		2018-2020 BUDGET		COMMENTS
	1st SELECTMAN	BOARD OF SELECTMEN	BOARD OF SELECTMEN	BOARD OF SELECTMEN	
FUNCTION / DEPARTMENT / ACCOUNT	PROPOSED	ADJUSTMENTS	PROPOSED	PROPOSED	
2/4/2019					
<b>GENERAL GOVERNMENT</b>					
PROBATE COURT / PROF SERVICES	7,543	429	7,972		PROBATE REQUEST CAME AFTER 1ST SELECTMAN BUDGET
<b>PUBLIC SAFETY</b>					
FIRE / OTHER EMPLOYEE BENEFITS	308,000	(12,000)	296,000		ELIMINATE INCREASE IN STIPEND - DAYTIME DRIVERS
BUILDING DEPT / SALARIES & WAGES	306,014	(37,648)	268,366		OPEN ASST BLDG INSPECTOR POSITION CHANGED FROM
BUILDING DEPT / SOCIAL SECURITY	23,410	(2,880)	20,530		FULL TIME TO PART TIME (15 HRS PER WEEK).
					15 HRS X 48 WKS X \$30.60 = \$22,032.
					(FULL TIME = \$59680 LESS \$22,032 = \$37,648 SAVINGS)
<b>PUBLIC WORKS</b>					
HIGHWAY / ENERGY - GASOLINE	282,800	(17,016)	265,784		GASOLINE BID CAME IN AFTER 1ST SELECTMAN BUDGET
<b>RECREATION &amp; LEISURE</b>					
PARKS & RECREATION / CAPITAL	142,500	(10,000)	132,500		INTERNAL LEASE AMOUNT FOR PICK UP HAS BEEN PLACED
					IN THE CAPITAL NON-RECURRING ACCOUNT. THIS
					TRUCK WILL BECOME A REPLACEMENT VEHICLE IN THE
					NEAR FUTURE.
<b>TOTAL BOARD OF SELECTMEN ADJUSTMENTS</b>		<b>(79,115)</b>			