

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

The Board of Selectmen held a regular meeting Monday, April 5, 2021. The meeting was held in the Council Chambers at the Newtown Municipal Center. First Selectman Rosenthal called the meeting to order at 7:30.m.

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

**ALSO PRESENT:** Finance Director Robert Tait (via video)

**VOTER COMMENTS:** none.

**ACCEPTANCE OF THE MINUTES:** Selectman Crick Owen moved to accept the regular meeting minutes of March 15, 2021. Selectman Capeci seconded noting one correction under New Business, Tax Incentive, First Selectman Capeci thanked the Gregoire's for considering Newtown should read 'Selectman Capeci...' All in favor of the minutes as amended.

**COMMUNICATIONS:** The tax incentive was approved unanimously by the Board of Selectmen, the Board of Finance and the Legislative Council. The RFP for mixed use of Fairfield Hills went out 3-4 weeks ago. There was an open house two weeks ago with a presentation and a Q&A; forty people from twenty entities attended. It was a good turnout. During the budget process the Board of Finance reduced the Board of Education by \$140,000 and the Municipal budget by \$37,200, including \$25,000 from contingency. There was an additional \$518,000 combined reduction resulting in a mill rate increase of under .6%. An additional reduction of \$650,000 is needed to get to zero. Bob Tait and First Selectman Rosenthal offered up savings in capital non-recurring. When there are years with a budget surplus it is right to use it to mitigate tax increases. Selectman Crick Owen agreed saying when the Board of Finance worked on the budget they were cognizant that people may be struggling due to the pandemic. This is not something that can be done every year but if there is a surplus it is the right thing to do. The Newtown Forest Association is looking to preserve land off of Boggs Hill Road, near Head 'O Meadow. The bonding for Paproski was \$450,000; \$300,000 was used. The Legislative Council has to amend the language of the original resolution; 2/3 will be paid by NFA, 1/3 by the Town. The easement will be on the next Board of Selectmen meeting.

**FINANCE DIRECTORS REPORT:** none.

**NEW BUSINESS**

**Discussion and possible action:**

- 1. \$16,500 Special Appropriation from Capital & Non-Recurring to participate in the UCONN Internship & Professional Practice Program (IPP):** This grant will allow for an intern to help modernize human resource forms to fillable forms available on the Town's website, among other things (att.) Selectman Crick Owen moved the \$16,500 Special Appropriation from Capital & Non-Recurring to participate in the UCONN Internship & Professional Practice Program (IPP). Selectman Capeci seconded. All in favor.
- 2. Amended and Restated Access Easement – Town of Newtown and Hubbard Foundation:** The Town owns 6 Commerce Road property. The temporary access to the foundation is behind the dog park. Once 6 Commerce Road is sold the Hubbard Foundation will recoup half the construction cost. The construction will include infrastructure. Selectman Crick Owen moved to approve the amended & restated access easement between the Town of Newtown and the Catherine Violet Hubbard Foundation, Inc., as presented, and authorize the First Selectman to sign. (att.). Selectman Capeci seconded. All in favor.
- 3. Resolution naming the Fair Housing Officer for the Town of Newtown:** Selectman Crick Owen moved to name Kimberly Chiapetta, Economic and Community Development & Fairfield Hills Coordinator, as the Fair Housing Officer for the Town of Newtown. Selectman Capeci seconded. All in favor.

Rec'd. for Record	4/6	2021
Town Clerk of Newtown	11:54	
Debbie Aurelia Halstead		

Board of Selectmen  
April 5, 2021

**4. Fair Housing Resolution:** Selectman Crick Owen moved the Fair Housing Resolution as presented (att.). Selectman Capeci seconded. All in favor.

**5. Appointments/Reappointments/Vacancies/Openings:** Selectman Crick Owen moved the re-appointments of Kelley Landers (U) (previously Michael) to the Hattertown Historic District for a term to expire 6/30/26 and Gerard Belanger (D) to the Charter Communications Advisory Council for a term to expire 1/6/23. Selectman Capeci seconded. All in favor.

**6. Driveway Bond Release/Extension:** Selectman Crick Owen moved to approve the driveway bond extension for Brian Cronin, 34 Oak Ridge Drive, M12, B2, L133.5 to October 9, 2021. Selectman Capeci seconded. All in favor. Selectman Crick Owen moved the driveway bond release for Pirone Construction, Palestine Road, M31, B4, L54 in the amount of \$1,000. Selectman Capeci seconded. All in favor.

**7. Tax Refunds:** Selectman Crick Owen moved to approve Tax Refund #16 in the amount of \$14,281.01. Selectman Capeci seconded. All in favor.

**VOTER COMMENTS:** none.

**ANNOUNCEMENTS:** First Selectman Rosenthal noted the Suicide Prevention presentation went well and thank Selectman Crick Owen, Anna Wiedemann, the doctors from Children's Hospital, Officer Chapman, Andrew Tammero and the Newtown Bee for hosting.

**ADJOURNMENT:** Having no further business the regular Board of Selectmen meeting was adjourned at 8:07p.m.

Att: Amended & Restated Access Easement, Hubbard Foundation; Fair Housing Resolution

Respectfully submitted,  
*Susan Marcinek, clerk*

*[Handwritten signature]*  
Susan Marcinek, clerk

After Recording, Return to:  
The Catherine Violet Hubbard Foundation, Inc.  
83 South Main Street  
Newtown, CT 06470

**AMENDED AND RESTATED  
ACCESS EASEMENT FROM THE TOWN OF NEWTOWN  
IN FAVOR OF THE CATHERINE VIOLET HUBBARD FOUNDATION, INC.**

**KNOW ALL MEN BY THESE PRESENTS:**

That the **TOWN OF NEWTOWN**, a municipal corporation organized and existing by virtue of the laws of the State of Connecticut, in the County of Fairfield and State of Connecticut, (the "Grantor ") for the consideration of One (\$1.00) Dollar and other valuable consideration received to the full satisfaction of the **THE CATHERINE VIOLET HUBBARD FOUNDATION, INC.**, a New York non-stock corporation authorized to do business in the State of Connecticut, (the "Grantee") does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns forever, the right and privilege of access easement ("Easement") in and over the Property of the Grantor described on Schedule A ("Town Property"). The purpose of this Easement is to provide access to the Grantee's property known as the **CATHERINE VIOLET HUBBARD ANIMAL SANCTUARY** deeded to the Grantee by the State of Connecticut, which property is more particularly described on Schedule C ("Foundation Property"). The area of the Town Property to which the access easement is hereby granted is located on, over and through the Town Property in the area described on Schedule B ("Access Easement Area").

The grant of this Access Easement over the Access Easement Area is nonexclusive as to the Grantee as it is intended to serve both Parcels "A" and "B" on Schedule A and the Foundation Property on Schedule C; however, the Easement shall be used by the **CATHERINE VIOLET HUBBARD ANIMAL SANCTUARY** as the primary access (two-way ingress and egress by vehicle, bicycle, or pedestrian) to the Foundation Property. Therefore, the Grantor reserves the right to itself, its successors and assigns, to continue the use of the Town Property, which is subject to the Access Easement Area described herein, for shared access to Parcels "A" and "B" and for uses or purposes which do not interfere with the rights, privileges, and easements granted to the Grantee, as aforesaid. This Access Easement grant is together with the right of the Grantee and/or the reserved right of the Grantor to develop a driveway within said Access Easement Area and to utilize the Access Easement Area to provide utility or communications service to the Foundation Property and the Town Property.

Notwithstanding any provision herein to the contrary, in the event that the Grantee undertakes to construct a driveway within the Access Easement Area prior to the time that the Town's Property (either or both of Parcels "A" or "B") are sold for development, then the following terms shall apply:

1. The Grantee shall construct the driveway in accordance with plans prepared by Grantee and reviewed and approved by the Grantor, which approval shall not be unreasonably withheld, delayed or conditioned;
2. The Grantee shall pay all costs of construction of the driveway, subject to reimbursement as provided in subparagraph 4 below;
3. The Grantee shall pay for all costs of maintenance and repair of the driveway until such time as either or both of Parcels "A" or "B" of the Town's Property are sold for development and, thereafter, the costs of maintenance and repair shall be shared equally between the Grantee and the then-owner(s) of the Town's Property. For purposes of this provision, maintenance and repair of the driveway shall include, without limitation, (a) keeping the same free from pot holes and washouts; and (b) snow removal. Prior to any joint improvements, maintenance or upkeep being made or undertaken, the parties shall notify each other, in writing, of the need for the same and agree as to the scope and cost of the same. If the parties cannot agree on the scope of work to be performed, any party may demand arbitration by giving thirty (30) days written notice of the intent to submit the matter to arbitration. Arbitration shall be the sole and exclusive remedy and shall be conducted in accordance with the rules of the American Arbitration Association, unless the parties agree to an alternate form of dispute resolution. Should either party fail to pay its share of maintenance or repair costs when due (but not later than thirty (30) days after costs have been incurred), then the party who has contributed may bring suit for all sums due, including all costs of the action and reasonable attorney's fees and interest, at the rate of twelve percent (12%) per annum, or the legal rate of interest, whichever is higher.
4. Within ninety (90) days of the sale for development of the Town's Property (either or both of Parcels "A" and "B"), the purchaser of said premises shall be obligated to reimburse the Grantee in the amount of FOUR HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$495,700.00), which amount represents fifty percent (50%) of the anticipated costs of constructing the driveway. In the event said purchaser fails to pay said amount when due, the Grantee may bring suit for the same, including all costs of the action and reasonable attorney's fees and interest, at the rate of twelve percent (12%) per annum, or the legal rate of interest, whichever is higher.

The grant of this Access Easement shall be not be construed as creating a public highway or Town Road, but rather the Easement shall for all purposes be deemed a drive or right of way serving the Town Property on Schedule A and the Foundation Property on Schedule C.

Each party, or its successors and assigns, utilizing the Easement Area and Right of Way shall carry liability insurance in commercially reasonable amounts naming the other as an additional insured and said parties shall share the maintenance of same on an equal basis.

This Amended and Restated Access Easement is intended to amend certain terms and provisions of, and correct certain errors contained in, the original Grant of Access Easement by the Town of Newtown in favor of the Catherine Violet Hubbard Foundation, Inc. dated June 28, 2018 and recorded July 17, 2018 in Volume 1114, Page 742 of the Newtown Land Records and to fully restate the amended agreement in its entirety.

TO HAVE AND TO HOLD the above-granted rights, privileges, easements, and authority unto the Grantee, and to its successors and assigns, forever to its and their own proper use and behoof.

IN WITNESS WHEREOF, Daniel Rosenthal, as First Selectman of the Town of Newtown, hereunto duly authorized, has hereunto set the Town's hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021, as his and its free act and deed and the Grantee, THE CATHERINE VIOLET HUBBARD FOUNDATION, INC. has accepted the terms of same, as its free act and deed, by the duly authorized signature of its Director, Jennifer Hubbard, below.

Signed, sealed, and delivered

in the presence of:

**The Town of Newtown**

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Daniel Rosenthal,  
Its First Selectman

STATE OF CONNECTICUT )

) ss: Newtown

\_\_\_\_\_, 2021

COUNTY OF FAIRFIELD )

On this the \_\_\_\_ day of \_\_\_\_\_ 2021, before me, the undersigned officer, personally appeared Daniel Rosenthal, the First Selectman of the Town of Newtown, and that he, as such First Selectman being authorized so to do, executed the foregoing instrument for the purposes therein contained and as his free act and deed, by signing his name as said First Selectman.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court

Laura King  
Laura King

Lauren Dimartino  
Lauren Dimartino

STATE OF CONNECTICUT )  
 ) ss: Newtown  
COUNTY OF FAIRFIELD )

March 16, 2021

In witness whereof I hereunto set my hand.

Subscribed and sworn to before me, a  
Notary Public, in and for the County  
of Fairfield  
and State of Connecticut, this, 16th  
day of March, 2021,  
CHRISTOPHER J. BARRETT  
Notary Public  
My Commission Expires 4/30/23

SCHEDULE A  
Town Parcels

Those certain pieces or parcels of land, with all improvements thereon, located in the Town of Newtown, County of Fairfield and State of Connecticut, as follows:

Parcel A: 6 Commerce Drive

All those certain pieces or parcels of land, with the buildings and improvements located thereon, designated as Plant Site #1 on a certain map entitled "Newtown Industrial Park Final Subdivision Plan Prepared for Western Connecticut Development Corp. Newtown, Connecticut Scale 1"=100' Certified Substantially Correct by Henricis' Surveyors Dated Mar. 2, 1967", which map is recorded as Map. No. 3820 in the Newtown Town Clerk's Office, reference to which map is hereby made for a more particular description.

Parcel B: 37.54 Acre Economic Development Parcel

A certain piece or parcel of land designated as "37.54 ACRES TO BE USED BY THE TOWN OF NEWTOWN FOR ECONOMIC DEVELOPMENT" on certain maps entitled "PERIMETER SURVEY & SUBDIVISION MAP, STATE OF CONNECTICUT DEPARTMENT OF PUBLIC WORKS, A-N CONSULTING ENGINEERS, INC. 505 WILLARD AVENUE, NEWINGTON, CONNECTICUT, PROJECT FAIRFIELD HILLS HOSPITAL PROPERTY DISPOSITION MILE HILL RD., QUEEN ST. & MILE HILL SOUTH RD. NEWTOWN, CONNECTICUT PROJECT NO. B1-A-335, DATE 8-5-97, SCALE 1"=100', DRAWING NO. 1 OF 9, 5 OF 9 AND 6 OF 9.", which map or plan is on file in the office of the Newtown Town Clerk as Map Number 7659.



## Schedule B

### Easement Area Description

All that certain shaded Easement Area as shown on a map entitled "INGRESS AND EGRESS EASEMENT PREPARED FOR "CATHERINE VIOLET HUBBARD ANIMAL SANCTUARY ACROSS THE LANDS OF TOWN OF NEWTOWN OLD FARM ROAD NEWTOWN, CONNETICUT" Scale: 1" = 50', dated 3/24/17 prepared by Charles Osborne, R.L.S., license no. 70076, of the firm of CCA, LLC, 40 Old New Milford Road, Brookfield, CT ("Easement Map") which Easement Area is more particularly bounded and described on said map as follows:

*Ingress/Egress Easement in Favor of the Catherine Violet Hubbard Foundation Across the Lands of the Town of Newtown affecting Lot 1-B of Tax Map 37 & Lot 21 of Tax Map 38 Town of Newtown, County of Fairfield, State of Connecticut*

Beginning at a Point of Commencement, said point being the intersection of the dividing line between lands now or formerly belonging to the Town of Newtown (Tax Map 37, Lot 1-B) to the north and lands now or formerly belonging to the Catherine Violet Hubbard Foundation (Tax Map 37, Lot 14) to the south with lands now or formerly belonging to the State of Connecticut (Tax Map 28, Lot 1) to the west, and running, thence:

A. Along the said dividing line, North 68 degrees 26 minutes 51 seconds East a distance of 138.09 feet to the Point of Beginning, thence;  
From the said Point of Beginning of the Ingress/Egress easement and passing through said Lot 1-B of Tax Map 37 the following six courses:

1. North 01 degrees 43 minutes 15 seconds East a distance of 14.92 feet to a point of non-tangent curvature, thence;
2. On a curve to the right having a radius of 643.18 feet, an arc length of 565.51 feet, a central angle of 50 degrees 22 minutes 36 seconds, a chord bearing of North 07 degrees 57 minutes 13 seconds East and a chord distance of 547.47 feet to a point of reverse curvature, thence;
3. On a curve to the left having a radius of 175.00 feet, an arc length of 88.63 feet, a central angle of 29 degrees 01 minutes 03 seconds, a chord bearing of North 18 degrees 38 minutes 00 seconds East and a chord distance of 87.68 feet to a point of tangency, thence;
4. North 04 degrees 07 minutes 28 seconds East a distance of 107.09 feet to a point of curvature, thence;
5. On a curve to the left having a radius of 225.00 feet, an arc length of 206.10 feet, a central angle of 52 degrees 28 minutes 59 seconds, a chord bearing of North 22 degrees 07 minutes 01 seconds West and a chord distance of 198.97 feet to a point of tangency, thence;
6. North 48 degrees 21 minutes 30 seconds West a distance of 73.41 feet to a point on the dividing line of said Lot 1-B of Tax Map 37 to the south with other lands now or formerly belonging to the Town of Newtown (Tax Map 38, Lot 21) to the north, thence;



B. Passing through said Lot 21 of Tax Map 38 the following three courses:

7. North 48 degrees 21 minutes 30 seconds West a distance of 33.77 feet to a point of curvature, thence;
8. On a curve to the right having a radius of 225.00 feet, an arc length of 211.99 feet, a central angle of 53 degrees 58 minutes 57 seconds, a chord bearing of North 21 degrees 22 minutes 02 seconds West and a chord distance of 204.23 feet to a point of tangency, thence;
9. North 05 degrees 37 minutes 26 seconds East a distance of 261.05 feet to the point on the southerly sideline of Commerce Drive, thence;
10. Along the said southerly sideline, on a curve to the left having a radius of 225.00 feet, an arc length of 50.18 feet, a central angle of 12 degrees 46 minutes 44 seconds, a chord bearing of South 81 degrees 09 minutes 00 seconds East and a chord distance of 50.08 feet, thence;

C. Passing back through said Lot 21 of Tax Map 38 the following three courses:

11. South 05 degrees 37 minutes 26 seconds West a distance of 258.23 feet to a point of curvature, thence;
12. On a curve to the left having a radius of 175.00 feet, an arc length of 164.88 feet, a central angle of 53 degrees 58 minutes 57 seconds, a chord bearing of South 21 degrees 22 minutes 02 seconds East and a chord distance of 158.85 feet to a point of tangency, thence;
13. South 48 degrees 21 minutes 30 seconds East a distance of 61.68 feet to a point on the dividing line of said Lot 21 of Tax Map 38 to the north with said Lot 1-B of Tax Map 37 to the south, thence;

D. Passing back through said Lot 1-B of Tax Map 37 the following six courses:

14. South 48 degrees 21 minutes 30 seconds East a distance of 45.50 feet to a point of curvature, thence;
15. On a curve to the right having a radius of 275.00 feet, an arc length of 251.90 feet, a central angle of 52 degrees 28 minutes 59 seconds, a chord bearing of South 22 degrees 07 minutes 01 seconds East and a chord distance of 243.19 feet to a point of tangency, thence;
16. South 04 degrees 07 minutes 28 seconds West a distance of 107.09 feet to a point of curvature, thence;
17. On a curve to the right having a radius of 225.00 feet, an arc length of 113.95 feet, a central angle of 29 degrees 01 minutes 03 seconds, a chord bearing of South 18 degrees 38 minutes 00 seconds West and a chord distance of 112.74 feet to a point of reverse curvature, thence;
18. On a curve to the left having a radius of 593.18 feet, an arc length of 503.03 feet, a central angle of 48 degrees 35 minutes 17 seconds, a chord bearing of South 08 degrees 50 minutes 53 seconds West and a chord distance of 488.09 feet to a point of non-tangency, thence;

19. South 60 degrees 12 minutes 06 seconds East a distance of 36.34 feet to a point on the aforementioned dividing line of Lot 1-B and Lot 14 of Tax Map 37, thence;
20. South 68 degrees 26 minutes 51 seconds West a distance of 80.13 feet to the point and place of Beginning.

The above referenced Easement Map is on file in the office of the Newtown Town Clerk as Map Number 8407.

Schedule C  
Foundation Property

34.436± Acres  
Old Farm Road

A certain piece or parcel of land situated in the Town of Newtown, County of Fairfield and State of Connecticut bounded and described as follows.

Beginning at the northwesterly corner of property being conveyed, which said point is marked by an existing drill hole, thence running the following courses and distances; N68-26-51E 605.06', S89-17-27E 707.81' to an iron pin and S84-34-55E 226.70' to an iron pin at the northeasterly corner of property being conveyed; Thence S5-24-21E 75.25', S14-26-24W 329.10' to an iron pin, S71-19-12W 182.15', S46-35-47W 418.00' to an iron pin, S50-27-23W 135.88', S62-30-57W 103.66', S31-19-34W 216.18' to an iron pin, S79-11-05W 183.71', S31-11-47W 74.74', S67-28-37W 401.98' to an iron pin, N82-46-45W 318.48' to an iron pin and S67-41-22W 180.00' to the southwest corner of property being conveyed; Thence on a non-tangent curve to the right having a chord bearing of N20-56-18E a chord length of 73.61', radius of 1835.08' and arc length of 73.61' to an iron pin, N67-54-45W 15.00', N22-05-15E 482.30', N28-40-36E 252.24' to an iron pin, S66-55-15W 20.17', N19-41-54E 390.91' and N11-41-59E 45.00' to drill hole, said drill hole marking the point and place of beginning.

Containing 1500,020+/- S.F. = 34.436+/- Acres.

Bounded: Westerly by the Maybrook Railroad Company, Northerly, Easterly and Southerly by the Town of Newtown.

Being all that property as depicted on map or plan entitled "PROPERTY SURVEY — LAND OF THE STATE OF CONNECTICUT TO BE TRANSFERRED TO THE THE CATHERINE VIOLETHUBBARD FOUNDATION, INC. OLD FARM ROAD NEWTOWN, CONNECTICUT." Dated 5/23/11 Revised: 7/29/11 Title and Declaration; and 6/30/14 Title Updated, Prepared by Brautigam Land Surveyors, P.C. This map is on file in the office of the Newtown Town Clerk as Map Number 8227.



Newtown Municipal Center  
3 Primrose Street  
Newtown, Connecticut 06470  
Tel. (203) 270-4201  
Fax (203) 270-4205  
[first.selectman@newtown-ct.gov](mailto:first.selectman@newtown-ct.gov)  
[www.newtown-ct.gov](http://www.newtown-ct.gov)



Daniel C. Rosenthal  
First Selectman

**TOWN OF NEWTOWN**  
**OFFICE OF THE FIRST SELECTMAN**

**FAIR HOUSING RESOLUTION**  
**TOWN OF NEWTOWN**

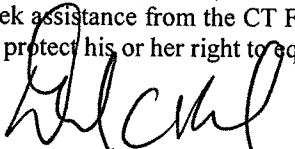
- Whereas, All persons are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and
- Whereas, Federal Fair Housing laws require that all individuals, regardless of race, color, religion, sex, handicap, familial status or national origin, be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, Connecticut Fair Housing laws require that all individuals, regardless of race, creed, color, national origin, ancestry, sex, marital status, age, lawful sources of income, familial status, learning disability, physical or mental disability, sexual orientation, be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and
- Whereas, The Town of Newtown is committed to upholding these laws and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

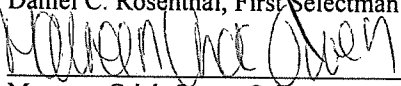
**NOW THEREFORE, BE IT RESOLVED,**

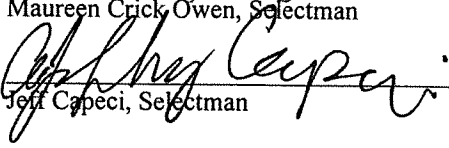
That the Town of Newtown hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase and obtain financing and enjoy all other housing related services of their choice on a non-discriminatory basis as provided by state and federal law; and

**BE IT FURTHER RESOLVED,**

That the Economic and Community Development & Fairfield Hills Coordinator, Kimberly Chiappetta, is responsible for responding to and assisting any person who alleges to be the victim of illegal discriminatory housing practices in the Town of Newtown and for advising such person of the right to file a complaint with the State of Connecticut Commission on Human Rights and Opportunities (CHRO) or the US Department of Housing and Urban Development (HUD) or to seek assistance from the CT Fair Housing Center, legal services or other fair housing organizations to protect his or her right to equal housing opportunities.

  
\_\_\_\_\_  
Daniel C. Rosenthal, First Selectman

  
\_\_\_\_\_  
Maureen Crick Owen, Selectman

  
\_\_\_\_\_  
Jeff Caperci, Selectman

Adopted by the Town of Newtown on April 5, 2021