

**LEGISLATIVE COUNCIL REGULAR MEETING  
COUNCIL CHAMBERS, 3 PRIMROSE STREET, NEWTOWN, CT  
WEDNESDAY, SEPTEMBER 6, 2023**

**MINUTES**

**PRESENT:** Jeffery Capeci, Lisa Kessler, Ryan Knapp, Michelle Embree Ku, Charles Gardner, William DeRosa, Matthew Mihalcik, Tom Long, Chris Gardner, Phil Carrol, Derek Pisani

**ABSENT:** Dan Honan

**ALSO PRESENT:** Finance Director Bob Tait, First Selectman Dan Rosenthal and one member of the public

**CALL TO ORDER:** Mr. Capeci called the meeting to order with the Pledge of Allegiance at 7:30 pm.

**VOTER COMMENT:** None

**MINUTES:** Charles Gardner moved to approve the minutes of August 2, 2023 and August 9, 2023 meetings. Matt Mihalcik seconded, all in favor.

**COMMUNICATIONS:** Jeff Capeci reported that they have had two meetings for the Administrators contract and will be going to mediation at the end of the month. Michelle Embree Ku asked if there was any request from the BOE CFF meeting using their surplus from the end of the year. Jeff Capeci responded that will be on the agenda for the next meeting.

**COMMITTEE REPORTS:** None

**FIRST SELECTMAN'S REPORT:** The BOS started the process of year-end transfers which will be coming to the Council's next meeting. There is \$570,000 budget surplus. The recommendation is roughly half going to the Medical Self Insurance Fund and half to Capital Non Recurring. The Hawley project is \$350,000 under budget. First Selectman Rosenthal explain that he held back the cooling units in the 97 addition. John Barlow, the BOE Director of Facilities believes they can be replaced with funds left over from the HVAC project. The Finance Director has reserved the remaining funds and with rebates from utilities should allow them to be replaced and still have a reserve. The Middle School HVAC has design funds approved, there is concerned because the layout of the school, if they put out an RFP, the project cost could be enormous. The recommendation is not to move forward with the design RFP but rather do a facilities study to get a better handle on the facility.

**NEW BUSINESS**

*American Rescue Plan* – Charles Gardner moved to approve the recommendations as outlined in the May 31, 2023 memo (attached). We will be approving points 1 and 2 as approved by the ARP working group. Matt Mihalcik seconded. The need was questioned. It was explained that the initial appropriation was made almost a year ago. The original intent was to provide tutoring services for children who may have had learning loss due to COVID. Less than \$2,000 has been spent on tutoring. This recommendation was made to lift the restrictions to get better participation. All in favor.

Resolution (attached) – Charles Gardner resolved to authorize to create “Western CT Regional Services Unit” fund to on the accounting system. Matt Mihalcik seconded. First Selectman Rosenthal explained that Newtown has been part of the ESU team and as part of that they do collect funds. The selectman have authorized the money but they cannot set up a special revenue fund. Funds would come in for training or equipment. According to the agreement we are going to be maintaining the fund for the 5 town region which consists of Bethel, Brookfield, Danbury, Newtown and Redding. Each town dues is \$2500.

ALL IN FAVOR.

**Voter Comment** – None

Announcements - None

Having no further business, the meeting was adjourned at 8:15pm.

*Respectfully submitted,  
Arlene Miles, Clerk*

*Attachment: ARP Tutoring Funds memo, WCTRESU/Newtown PD MOU*

# memo

## Board of Education

To: Bob Tait  
From: Judit DeStefano  
CC:  
Date: 5/31/2023  
Re: ARPA Tutoring Funds

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I have been working with Natalie Jackson to help allocate the LC ARPA appropriation – we would like to consider an expansion of allowable activities, as we are seeing challenges in allocating these services, while keeping in place the intended restrictions.

The motion made at the BOS (Aug 22, 2022) and LC (Sept 7, 2022) is broad:  
"Mr. Charles Gardner moved to approve American Rescue Plan (ARP) funds related to Student Tutoring, Child/Youth Enrichment in the amount of \$100,000 for Student Tutoring support program ..."

But in supporting documentation and the discussion around it, it was clearly intended to support 1-1 tutoring for students who demonstrate a financial need (meet ALICE guidelines). We have struggled to get enough engagement to spend down the funds so want to do the following:

- 1) Lift the income-restriction on 1-1 tutoring eligibility.
- 2) Support the after-school homework club at Reed and the Middle School by offering NYFS funding to hire additional support staff (Paras and Honor-club tutors from the HS). They hope to make this enhancement sustainable for their own resources after these funds are depleted.
- 3) Provide after school SAT tutoring to be made available at no cost to HS students.

While it might not be necessary to pass any formal motions, we wanted to be transparent about the direction we would like to take the program and want to make sure those charged with allocating the funding are in support of the program expansion.

Thank you!

Judit DeStefano

Department of  
Police Services  
191 South Main Street  
Newtown, CT 06470



## TOWN OF NEWTOWN

David M. Kullgren  
Chief of Police  
Tel. (203) 270-4256  
Fax (203) 270-0637

### Memorandum of Understanding Financial Agreement between

WCTRESU / Newtown Police Department

And

The Town of Newtown

#### 1) Purpose and Scope

- a) The purpose of this memorandum of understanding is to establish a revolving fund within the Town of Newtown's finances for the sole purpose of the Western CT Regional Emergency Services Unit (WCTRESU).
- b) To clearly identify the responsibilities of the member departments and the fund holder, the Town of Newtown.
- c) The revolving fund will be used to deposit member dues/donations/funds and to purchase equipment, training, and supplies for the WCTRESU.
- d) All disbursements will be authorized by the Board of Chiefs or their designee and adhere to the Town of Newtown Purchasing guidelines.
- e) The Newtown Police Department will act as the designee for the WCTRESU with respect to this MOU.

#### 2) MOU Term

- a) The term of this MOU is in perpetuity or until whatever time either party gives the notice to withdraw.

#### 3) WCTRESU Responsibilities

- a) WCTRESU will cooperate with the Town of Newtown on all financial matters.
- b) WCTRESU shall follow the Town of Newtown Purchasing guidelines.
- c) WCTRESU will encumber any costs associated with this fund.
- d) The Newtown Police Department administration will manage this fund under the guidance of the Board of Chiefs on behalf of WCTRESU.
- e) The Newtown Police Department will report to the Board of Chiefs quarterly on the fund.

#### 4) Town of Newtown Responsibilities

- a) The Town of Newtown will maintain a revolving fund for the sole use of the WCTRESU.
- b) As requested, the Town of Newtown will cooperate with WCTRESU to make prompt payments/deposits.
- c) The Town of Newtown will periodically calculate earned interest throughout the fiscal year, which will remain in this fund.

#### 5) Modification and Termination

david.kullgren@newtown-ct.gov

- a) This agreement may be canceled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective termination date or cancellation and include any final performance and/or payment invoicing instructions/requirements.
  - b) Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
  - c) If additional towns join or separate from WCTRESU, this agreement will remain in effect.
  - d) If WCTRESU dissolves, the remaining funds will be dispersed to the existing member towns by the direction of the Board of Chiefs.
- 6) **Effective Date and Signature**
- a) This MOU shall be effective upon the signature of the WCTRESU designee (Newtown Police Department) and the Town of Newtown authorized officials. It shall be in full force effective the date of both signatures.
  - b) WCTRESU and the Town of Newtown indicate agreement with this MOU by their signatures.

Chief David Kullgren

Newtown Police Department/  
WCTRESU Designee

Signature

Date

Town of Newtown Authorized  
Representative

Signature

Date