

Ryan Knapp, Chair
Judit DeStefano, Vice Chair
Neil Chaudhary
Dan Honan
Mary Ann Jacob
Chris Eide



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TOWN OF NEWTOWN

Minutes of the Legislative Ordinance Committee Meeting

The Ordinance Committee met on Wednesday April 26th, 2017 in Meeting Room 1 of the Municipal Center, 3 Primrose Lane, Newtown. Committee Chairman Ryan Knapp called the meeting to order at 7:00 pm.

Present: Mr. Honan, Ms. DeStefano, Mr. Eide and Mr. Knapp.

Absent: Ms. Jacob, Mr. Chaudhary,

MINUTES:

Ms. DeStefano moved to approve the minutes of 2/15/2017, Mr. Honan seconded. 4-0 in favor

PUBLIC COMMENT:

None

Old Business

Review and Recommendation regarding Pension Committee ordinance language.

Mr. Knapp began reading the draft Ms. Jacob sent (attached) along with her supporting documents. She had updated them to include our comments. We will discuss further at our next meeting.

Review and recommendation regarding Ad-hoc committee for Policy and Planning for Roads and the roads ordinance language.

Mr. Knapp began by reading the Road Committee recommendations. He has read the entire roads report as well as our current Code and noted some highlights. 185-46 to 185-48 deals with accepting roads and while there is much in existence it is not working. He is going to speak with the Town Clerk about the status of Ordinance 48B as included in the roads report.

The group discussed the suggestions of the report and what is in the purview of ordinance as well as some challenges outlined in the report such as properties that own to the midline and right of way.

Mr. Eide suggested we see if there is a way, if we are not already, that roads created in the future are either owned by the Town or by the association rather than the owner owning to the midline.

Mr. Eide and Ms. DeStefano discussed ways to compel or incentivize owners to cooperate with the Town. Mr. Knapp said that our job is to give the Town the tools to work with owners. He then discussed the Ordinance Committee's charge as he saw it:

- Consolidate existing ordinances
- Develop allowances to create exceptions for roads that will never be conforming
- Create a mechanism for acceptance of those roads
- Craft language setting up for a Town Policy on the subject
- Adding paving language like the Glastonbury example

He will set up a joint meeting with a limited agenda to further discuss this topic.

Review and recommendation regarding Public Act 14-33.

Mr. Knapp reviewed the information from CCM and the charge. The part in question was to consider abatement of out buildings up to \$100,000K. He noted the properties must qualify as farms per the CGS. He referenced the Plan of Conservation and Development and how this program could help meet those goals.

Mr. Eide asked who benefits from this program and spoke to how we make it beneficial to those struggling to operate in town.

Ms. DeStefano commented that \$15,000 spent on farm activities is not a lot, especially when horses are involved.

Mr. Knapp drafted an ordinance based on the model. He is not committed to \$100K and suggested we could start lower, but give the LC the authority to adjust that number by resolution. This is a gesture to our farmers while working towards our POCD goals and to some growers it would go a long way.

Discussion will continue at the next meeting.

Review and Recommendation regarding acquisition and disposition of real property ordinance.

Ms. DeStefano received information from CCM (attached) and reviewed progress to date in making an outline/draft. She is structuring it like other ordinances and filling in detail behind the Charter. She indicated she looked at the draft of the Charter section prior to it being trimmed down because there are areas where we may need detail or that we omitted from the Charter. She spoke to George Benson referencing the need for a process to determine what is valued under \$20,000.

Mr. Knapp wants to see a disposition process that both allows the Town flexibility, but is well structured and transparent for the community.

Mr. Eide spoke to a sequential process in our Charter and in CCM materials.

Mr. Knapp suggested we add place holders into the outline incase George Benson or someone else has suggestions.

Ms. DeStefano will continue working on the outline while keeping the relevant parties in the loop.

Review and Recommendation regarding abatement for volunteer fire, ambulance and underwater rescue personnel.

Mr. Knapp discussed the logistics of bring this forward with other ordinances so that we can run the processes in parallel. Still needs to ask on by-laws

COMMUNICATIONS: Mr. Knapp received a letter from BOF Chairman Godin indicating they hope to have a recommendation, if any, regarding Senior Tax Abatement by June 1st.

PUBLIC COMMENT:

None.

Ms DeStefano motioned to adjourn at 8:30. Mr. Eide Seconded. All in Favor

Respectfully Submitted,

Ryan W. Knapp
Ordinance Committee Chairman

Background information for the Pension Committee Ordinance.

Charter - 2-255A

Summary of General Responsibilities: There shall be a Pension Committee, as established by ordinance, which shall perform the duties set forth in the Other Post-Employment Benefits (OPEB) Trust Agreement, as amended from time to time, relating to the management of the assets held in the OPEB Trust. The Commission shall have other powers and duties consistent with the **General Statutes** and as prescribed by ordinance.

(b) Membership and Terms:

(1) The Committee shall be composed of seven members.

(2) The term of office shall be two years.

Code Book

OPEB Trust Fund

§ 33-1**Authority; establishment.**

Pursuant to the authority granted to the Legislative Council of the Town of Newtown, Connecticut, in § 7-50 of the Newtown Town Charter and § 7-450(b) of the Connecticut General Statutes, there shall be created and established for such Town the Other Post-Employment Benefits Trust (the "OPEB Trust") to fund certain retiree benefits pursuant to the terms of previously established plans for the benefit of certain employees and retirees of the Town's police and other departments, their spouses and dependents (the "OPEB system").

§ 33-2**Other Post-Employment Benefits Committee.**

Immediately upon the enactment of this article, the Pension Committee shall constitute the Other Post-Employment Benefits Committee for the OPEB Trust, hereinafter referred to as the "OPEB Committee." The members of said OPEB Committee shall receive no compensation for serving and shall serve terms coextensive with their respective terms as members of the Pension Committee.

§ 33-3 Powers and duties of OPEB Committee and co-trustees of OPEB Trust.

The OPEB Committee shall perform the duties set forth in the OPEB trust agreement, as amended from time to time, relating to the management of the assets held in the OPEB Trust. The Chairman of the OPEB Committee and the Town's Personnel Administrator, as co-trustees of the OPEB Trust, shall perform the duties set forth in the OPEB trust agreement, as amended from time to time, relating to the care and custody of all funds held in the OPEB Trust, and shall have the power, with the approval of the OPEB Trust, and shall have the power, with the approval of the OPEB Committee, to invest such funds in securities legal for investment for such trust fund.

From the OPEB Trust Agreement

7.2 Powers of the OPEB Committee.

The OPEB Committee shall:

- (a) to the extent all or a portion of the Trust Fund is not managed by an investment manager, direct the Trustee with respect to the investment and reinvestment of such portion of the Trust Fund (See Section 6.1);

- (b) develop and implement an investment policy (See Section 6.6);
- (c) appoint custodian(s), investment manager(s) and consultant(s), as necessary (See Section 6.2);
- (d) monitor and review the investment performance of the Trust Fund;
- (e) prepare, or have prepared, not less frequently than semi-annually, reports regarding said performance;
- (f) monitor and evaluate the performance of third parties retained to provide services to the Trust Fund, and remove said third parties, as necessary or desirable;
- (g) establish a procedure for coordinating a search for custodians, investment managers and consultants; and
- (h) conduct such searches, as necessary or desirable.

MAJ NOTES AND COMMENTS

1. Changed the ordinance name to reflect the responsibilities this committee hold with both funds.

2. There is a new chair of the pension committee we should invite to the next meeting, share our draft with and work with on next
3. I accepted all parts of the document presented last meeting and so changes I have made since then are what are highlighted.
4. Corrected terms to coincide with the charter for two years.
5. Current members

Committee Members

Name	Term
Ellen Whalen (R)	Chair 07/18/16 - 01/06/18
Patrick Burke (R)	01/06/16 - 01/06/18
Joseph DiCandido (R)	01/06/16 - 01/06/18
Charles J. Farfaglia (D)	01/06/16 - 01/06/18
Mark W. Korotash (D)	01/06/16 - 01/06/18
Scott Schwartz (D)	01/06/16 - 01/06/18
Paula Wickman	Police Union Rep 01/06/17- 01/06/19

PENSION AND OPEB
FUND ORDINANCE

§ 1 Title

This article shall be known and may be cited as the "Pension and OPEB Fund Ordinance".

§ 2 Purpose of Fund

The purpose of the ~~these~~ Funds are ~~is~~ to provide retirement benefits ~~o~~ those eligible to receive them.

§ 3 Pension and OPEB Committee Purpose

The Pension and OPEB Committee is appointed by the Board of Selectmen and serves in an advisory role with respect to the administration and investment oversight of Pension and OPEB Plan assets. The Committee provides guidance and insight into Plan provisions and monitors and reports to the Trustees on the Plans' performances.

§ 4 Responsibilities of the Committee

- To serve as Advisors to the Board of Selectmen with respect to reviewing the recommended asset allocation, risk parameters, return evaluation, specific interpretations of the Investment Policy, reviewing recommended investment vehicles for the Plans, selecting the appropriate investment and making a recommendation to the Trustees for the Plan portfolio along with periodically reporting on the performance of Plan investments.
- To ensure the Statement of Investment Policy, along with other policy guidance and directives outlined by the Trustees, is properly implemented.
- To review the monthly Trust reports with respect to the status and value of Plan assets and report any exceptions or major variances to the Board of Selectmen. The Committee recognizes that some risk must be assumed to achieve the Plan's long-term objectives.
- Monitor the performance of Plan investments not less than quarterly. Meet with the Investment Consultant to review and discuss Plan performance and report to the Board of Selectmen.
- To discharge their duties with the care, skill, prudence and diligence appropriate to the circumstances then prevailing and to comply with the ERISA fiduciary standards and the CT Prudent Investor Rule.
- To meet with the Board of Selectmen, not less than annually, to review the status of the Plan investments, their performance, the Investment Policy Statement and any changes that the Committee in consult with the Investment Consultant might feel appropriate to suggest.

§ 5 Members of Committee; Appointment; Terms of Office

PENSION AND OPEB
FUND ORDINANCE

- a. There shall be six volunteer members of the Committee, with a preference for those who have relevant expertise and knowledge in finance, healthcare, and/or insurance.
- b. Members shall be appointed by the First Selectman with the approval of the Board of Selectmen to serve a Two ~~four~~-year term. Initially, the First Selectman shall appoint ~~Three~~two members for a one year term in January 2018, and three~~two~~ members for a two year term, ~~and two members for a three-year term.~~
- c. There shall be two alternates each appointed for a two~~four~~-year term. The term of the alternates shall run from January 1 of the even year through December 31 of the ensuing year. ~~If a regular member of the Committee is absent, the Chairman of the Committee shall designate an alternate to act in the absent member's place, choosing the alternates in rotation so that they shall act as nearly equal a number of times as possible. Use of alternates shall follow the Twon Charter.~~
- d. One member shall be from the ranks of the police department to serve a two year term.

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§ 6 Chairman; Clerk.

- a. The Committee shall elect a Chairman, to serve for a term of one year.
- b. The Chairman shall preside at meetings and public hearings.
- c. The Committee shall utilize a clerk whose responsibility is the taking of minutes at all meetings, typing and filing the same, and performing all other clerical or recording services for the Committee.

§ 7 Meetings

- a. The Committee shall meet quarterly and at other times as the Chairman deems necessary.
- b. The Chairman shall prepare an agenda prior to each meeting and distribute a copy to each Committee member.
- c.

§ 8 Severability

The provisions of this ordinance are declared to be severable and the invalidity of any portion thereof shall not affect the validity of the remainder.

**TOWN OF NEWTOWN
OTHER POST-EMPLOYMENT BENEFITS
TRUST AGREEMENT**

December 1, 2009

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**TOWN OF NEWTOWN
OTHER POST-EMPLOYMENT BENEFITS
TRUST AGREEMENT**

THIS TRUST AGREEMENT is made and entered into as of December 1, 2009, by and between the Town of Newtown (hereinafter referred to as the "Town") by its Board of Selectmen, and the Town's Personnel Administrator and the Chairman of the OPEB Committee, (hereinafter collectively referred to as the "Trustee").

WHEREAS, pursuant to collective bargaining agreements and the Town's personnel policies, as amended from time-to-time, the Town has established one or more plans that provide for certain contributions and certain post-employment benefits, including retiree medical benefits, but excluding pension benefits for certain groups of employees and retirees of the Town's Police and Other Departments, their spouses and dependents which are named in Exhibit A as amended from time to time;

WHEREAS, the Town has adopted an ordinance pursuant to the Connecticut General Statutes Section 7-450 to establish a trust to hold and invest Plan assets and an Other Post-Employment Benefits Committee to oversee the investment of such assets;

WHEREAS, the Town desires to fund OPEB Benefits, as defined below, through the Trust;

WHEREAS, as required under Section 115 of the Internal Revenue Code of 1986, as amended from time to time, the provision of OPEB Benefits to Plan Participants and Beneficiaries is an essential governmental function and an integral part of the exempt activities of the Town;

WHEREAS, the Town calculates and records the expenses and liabilities of OPEB Benefits pursuant to Government Accounting Standards Board ("GASB") Statement 45 ("GASB 45");

WHEREAS, consistent with the provisions of GASB 45 and GASB Statement 43 ("GASB 43"), the funds which will be contributed to the Trust, as and when received by the Trustee, and earnings and losses thereon shall constitute a trust fund which shall be irrevocable and shall be held for the benefit of Plan Participants and Beneficiaries in accordance with the Plan;

WHEREAS, consistent with the provisions of GASB 45 and GASB 43, the Trust assets shall be legally protected from creditors of the Town; and

WHEREAS, the Town desires the Trustee to hold and administer the Trust Fund, and the Trustee are willing to hold and administer such Trust Fund, pursuant to the terms of this Trust Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, the Town and the Trustee agree as follows:

ARTICLE I - DEFINITIONS

Except as otherwise provided herein, the terms and phrases used in this Trust Agreement shall have the following meanings:

"Beneficiary" or "Beneficiaries" means any person or persons other than a Plan Participant who, in accordance with the terms of the Plan (as hereinafter defined), is eligible to receive benefits under such Plan.

"Code" means the Internal Revenue Code of 1986 and the regulations and rulings issued pursuant thereto, all as in effect and as amended from time to time.

"Discretionary Account" means the account which holds such contributions as the Town may elect to make in its sole discretion.

"Mandatory Account" means the account which holds employee and retiree contributions required to be made by them by the Town and under the Plan.

"OPEB Benefits" means post-employment benefits other than pension benefits and includes healthcare benefits and other post-employment benefits provided separately from a pension plan. Other post-employment benefits shall be considered OPEB Benefits for purposes of this Trust Agreement if such a benefit is considered a benefit appropriately reported as a liability in accordance with Governmental Accounting Standards Board Statement No. 45.

"OPEB Committee" shall mean the Town of Newtown Other Post-Employment Benefits Committee. The members of the Town of Newtown Pension Committee shall constitute the members of the OPEB Committee; the chair of the OPEB Committee shall be selected in the same manner as the Chair of the Town of Newtown Pension Committee.

"Ordinance" shall mean the ordinance passed by the Town pursuant to the Connecticut General Statutes Section 7-450 to establish a trust to hold and invest Plan assets and to create the Other Post-Employment Benefits Committee to oversee the investment of such assets.

"Plan" means the plan or plans including any schedule of benefits and eligibility for such benefits maintained by the Town (or any agency thereof) to provide OPEB Benefits, as named in Exhibit A and amended from time to time. The Town shall be under no obligation to furnish or continue any specific type or level of benefits to its employees and their beneficiaries as a result of this Trust Agreement.

"Plan Participant" means any person formerly employed by the Town who would have been considered a common-law employee of the Town at the time of his or her employment

and who has separated from service with the Town and who is eligible to receive OPEB Benefits in accordance with the terms of any Plan providing such benefits.

"Plan Year" means the Town's fiscal year.

"Trust" means the "Town of Newtown Other Post- Employment Benefits Trust" established by this Trust Agreement, as amended from time to time.

"Trust Fund" means all sums of money and other property as shall from time to time be contributed or transferred to the Trustee by the Town, Plan Participants or Beneficiaries in accordance with the terms of this Trust Agreement and the Plan, and all earnings, increments and income thereon, less the payments which shall have been made by the Trustee as authorized to carry out the Plan.

ARTICLE II - CREATION OF TRUST

2.1 Creation of Trust.

(a) Pursuant to the Ordinance and by this Trust Agreement, the Town has created an irrevocable grantor trust, as described in this Trust Agreement, called the "Town of Newtown Other Post-Employment Benefits Trust," consisting of such sums as shall be paid to the Trustee, and all amounts thereafter contributed under the Plan, and the earnings and appreciation thereon, less the losses and depreciation thereon and less payments made by the Trustee under the Plan and this Trust Agreement with respect to Plan Participants and Beneficiaries and less amounts paid by the Trustee for the reasonable expenses of administering the Plan and Trust.

(b) The Trust Fund may contain such separate accounts as are deemed necessary or desirable from time to time for administering the Plan. At the present time, the Trust Fund shall contain two contribution accounts. One account shall hold employee and retiree contributions and contributions required to be made by the Town under the Plan. This account shall be designated the Mandatory Contribution Account and shall be used solely for the payment of OPEB Benefits to employees who make contributions to the Plan and the allocable portion of the expenses of administering the Plan and Trust. The second account shall hold such contributions as the Town may elect to make in its sole discretion. This account shall be designated as the Discretionary Contribution Account and may be used for the payment of OPEB Benefits for any Plan Participant or Beneficiary, regardless of whether the Plan Participant or Beneficiary made contributions to the Plan, and the allocable portion of the expenses of administering the Plan and Trust.

(c) The Town hereby appoints and each Trustee hereby agrees to accept said appointment as Trustee hereunder.

2.2. *Exclusive Purpose of Trust.*

The Trustee shall hold the assets of the Trust for the exclusive purpose of providing OPEB Benefits to Plan Participants and Beneficiaries and defraying reasonable expenses of administering the Plan and Trust. No part of the net earnings of the Trust shall inure to the benefit of the Town or any other person, except through the payment of OPEB Benefits permitted under the Trust.

2.3 *Incorporation of Plan and Ordinance.*

The provisions of the Plan and the Ordinance shall be read as an integral part of this Trust Agreement, and are specifically incorporated herein by reference.

2.4 *Protection of Trust Assets.*

All assets of the Trust shall be legally protected from creditors of the Town to the full extent of applicable law.

ARTICLE III - CONTRIBUTIONS

3.1. *Receipt of Contributions.*

The Trustee shall receive any contributions paid to him in cash or in the form of such other property as he may from time to time deem acceptable and which shall have been delivered to him. All contributions so received, together with the income therefrom and any other increment thereon, shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall be responsible only for property received by him pursuant to this Trust Agreement.

3.2 *Compliance with Laws.*

This Trust Agreement and the Trust created hereunder are intended to meet the requirements of Section 115 of the Code and Sections 7-450 of the Connecticut General Statutes, revised January 1, 2007, as amended (the "Connecticut General Statutes").

ARTICLE IV - PAYMENTS FROM TRUST FUND

4.1 Payments Directed by the Town.

The Trustee shall from time to time at the Town's direction make payments out of the Trust Fund to the persons or entities to whom such monies are to be paid in such amounts and for such purposes as may be specified in the Town's directions. The Trustee shall be under no liability for any payment made pursuant to the direction of the Town. Any direction of the Town shall constitute a certification that the distribution or payment so directed is one which the Town is authorized to direct.

4.2 Impossibility of Diversion.

It shall be impossible at any time for any part of the Trust Fund to be used for, or diverted to, purposes other than to provide the OPEB Benefits contemplated under the Plan for the exclusive benefit to Plan Participants and Beneficiaries, except that any taxes and administration expenses for which the Trust is liable may be made from the Trust Fund as provided for herein.

4.3 Payments on Behalf of Employees Who Terminate Employment Prior to Retirement.

Any employee who has made contributions that have been placed in the Mandatory Account of the Trust Fund and who leaves the Town for any reason prior to retirement under the applicable pension plan shall be reimbursed for such contributions. Any contribution made by the Town with respect to such employee may be transferred from the Mandatory Account to the Discretionary Account at the direction of the Town.

ARTICLE V - DUTIES OF THE TOWN

5.1 General.

The Town shall amend Exhibit A if and when the information required to be contained therein changes. After the execution of this Trust Agreement, the Town shall promptly file with the Trustee a certified list of the names and specimen signatures of any individual authorized to act for the Town. The Town shall promptly notify the Trustee of the addition or deletion of any person's name from such list. Until receipt by the Trustee of notice that any person is no longer authorized to so act, the Trustee may continue to rely on the authority person. All certification, notices, and directions by any such person or persons to the Trustee shall be in writing signed by such person or persons. The Trustee may rely on any such certification, notices, and direction purporting to have been signed by a duly authorized officer or agent of the Town that the Trustee reasonably believes to have been signed thereby.

5.2 *Contributions.*

The Town shall make contributions to the Trust from time to time as required by the Plan. Such contributions shall be deposited in the Mandatory Account. The Town may make such additional contributions as it, in its sole discretion, deems appropriate. Such funds shall be deposited in the Discretionary Account. Employee and retiree contributions, to the extent required under the Plan, shall be deposited to the Mandatory Account in the Trust as soon as administratively practicable. The Trustee shall have no duty or authority to ascertain whether contributions should be made by the Town or to bring an action to require the Town to make such contributions.

5.3 *Indemnification of Trustee.*

Without limiting any other indemnification that may apply under applicable law, the Town shall indemnify and hold harmless each Trustee for any liability or expense, other than liability and expenses incurred as a result of such Trustee's willful or wanton act, including, without limitation, reasonable attorney's fees, incurred by the Trustee with respect to holding, managing, investing, or otherwise administering the Trust Fund.

ARTICLE VI - INVESTMENTS

6.1 *Responsibility for Investment.*

Except as provided in Section 6.2 of this Article, upon receipt of direction from the OPEB Committee, the Trustee shall have the power to invest and reinvest the Trust Fund.

6.2 *Appointments a/Custodian, Investment Manager or Consultant.*

Upon approval by resolution of the OPEB Committee, the Chairman of the OPES Committee shall have the power and authority to enter into (a) a custodial agreement with an institutional custodian who shall serve as custodian of the monies and securities in the Trust Fund pursuant to the terms of said agreement; (b) an investment management agreement with an investment manager who shall direct the investment and reinvestment of all or a portion of the Trust Fund, which shall be segregated into a separate account (the "Separate Account") if only a portion is separately invested; and (c) any other agreement necessary to retain a consultant to provide advice with respect to the management of the Trust Fund.

6.3 *Protection a/Trustee and OPEB Committee From Liability*

Without limiting any other indemnification that may apply under applicable law, the Trustee and OPEB Committee, including its Chairman, as applicable, shall have no liability for: (a) the acts or omissions of an investment manager; (b) following the investment directions of an investment manager; (c) failing to act in the absence of investment manager direction; or (d) any diminution in the value of the Trust Fund as a result of following the direction of an investment manager.

6.4 Removal of Investment Manager or Consultant

A custodian investment manager or consultant may be removed by resolution of the OPEB Committee. In the event of such a removal, or resignation, the power and authority to invest and reinvest the Separate Account formerly under the control and management of an investment manager will return *to* the Trustee, unless the OPEB Committee appoints a successor investment manager with respect to such assets.

6.5 Investment Subject to Prudent Investor Rule

The assets of the Trust Fund, whether invested by the Trustee or by an investment manager appointed by OPEB Committee, shall be invested and managed in compliance with the prudent investor rules set forth in the Connecticut General Statutes Sections 45a-54 l to 45a-54 l/, inclusive, as it may be amended from time to time, a copy of which, as in effect on the effective date of this Trust Agreement, is attached hereto as Exhibit B.

6.6 Investment Policy.

The OPEB Committee shall adopt an investment policy. Such policy may be amended from time-to-time. The Trustee, custodian and investment manager shall be subject to such policy, and it shall be the duty of the Trustee, custodian and investment manager to act in strict accordance with such policy as communicated to it by the OPEB Committee. Notwithstanding the above, the OPEB Committee may direct the Trustee, who shall further direct the custodian and investment manager, to provide cash assets in an amount determined by the OPEB Committee to be sufficient to meet the liquidity requirements for the administration of the Plan.

ARTICLE VII - POWERS OF THE OPEB COMMITTEE AND TRUSTEE

7.1 General.

The OPEB Committee and the Trustee shall discharge their duties under this Trust Agreement solely in the interest of the Plan Participants and Beneficiaries and for the exclusive purpose of providing OPEB Benefits to such persons and defraying reasonable expenses of administering the Trust, with the care, skill prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust, unless under the circumstances it is clearly prudent not to do so, all in accordance with the provisions of this Trust Agreement insofar as they are consistent with the provisions of the prudent investor rules set forth in Connecticut General Statutes Sections 45a-54 l to 45a-54 l/, inclusive, as this Trust Agreement and the Connecticut General Statutes may be from time-to-time amended. The duties and obligations of the Trustee as such shall be limited to those expressly imposed upon it by this Trust Agreement notwithstanding any reference herein to the Plan or the provisions thereof. The Trustee may carry out his powers through agents who are duly designated Town employees.

7.2 Powers of the OPEB Committee.

The OPEB Committee shall:

- (a) to the extent all or a portion of the Trust Fund is not managed by an investment manager, direct the Trustee with respect to the investment and reinvestment of such portion of the Trust Fund (See Section 6.1);
- (b) develop and implement an investment policy (See Section 6.6);
- (c) appoint custodian(s), investment manager(s) and consultant(s), as necessary (See Section 6.2);
- (d) monitor and review the investment performance of the Trust Fund;
- (e) prepare, or have prepared, not less frequently than semi-annually, reports regarding said performance;
- (f) monitor and evaluate the performance of third parties retained to provide services to the Trust Fund, and remove said third parties, as necessary or desirable;
- (g) establish a procedure for coordinating a search for custodians, investment managers and consultants; and
- (h) conduct such searches, as necessary or desirable.

7.3 Powers of the Trustee.

The Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities, to be exercised in the Trustee's discretion, provided that such exercise shall be limited by the terms of Article VI and Section 7.1 above:

- (a) To retain any property at any time received by the Trustee;
- (b) To purchase, or subscribe for, any securities or other property and to retain the same trust;
- (c) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction, and any such disposition may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

(d) Upon direction from the OPEB Committee, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stock, bonds, securities or other property held as part of the Trust Fund;

(e) To cause any securities or other property held as part of the Trust Fund to be registered in the Trustee's name, as trustee of the Trust Fund, or in the name of one or more of the Trustee's or the custodian's nominees, and to hold any investments in bearer form but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(t) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Trust created hereby, without liability for interest thereon;

(g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchase as investments hereunder;

(h) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) With the approval of the Board of Selectmen, to settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Funds, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings;

(j) To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made hereunder; to hold such real estate in such manner and upon such terms as the Trustee may deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years any such real estate or any other real estate constituting a part of the Trust Fund, upon such terms and conditions as the Trustee deems proper, using other trust assets for any such purposes if deemed advisable;

(k) To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest;

{l) To invest in Treasury Bills and other forms of United States Government obligations;

(m) To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(n) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Fund.

(o) If there is more than one party acting as Trustee, whenever possible there shall be an odd number of parties acting as Trustee and the decision of a majority shall control, but even if there shall be an even number of parties acting as Trustee and a tie vote shall occur, no action shall be taken and the previous action shall continue. The parties acting as Trustee may designate any one or more of them or one or more agents of any one or more of them to sign checks or other documents on behalf of the Trust.

7.4 *Fees and Expenses.*

An individual serving as a Trustee who is also a Town Official shall not receive compensation from this Trust except for reimbursement of expenses properly and actually incurred. Each Trustee shall be reimbursed for any reasonable expenses incurred by the Trustee in the administration of the Trust Fund. Such expenses shall be paid from the Trust Fund unless sooner paid by the Town in which event the Town shall be reimbursed from the Trust Fund. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws, upon, or in respect of, the Trust Fund or the income thereof shall be paid by the Trustee from the Trust Fund.

7.5 *Accounts and Records.*

The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder, and all such accounts and other records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Town or the OPEB Committee.

ARTICLE VIII - RESIGNATION, REMOVAL AND SUBSTITUTION OF TRUSTEE

8.1 *Resignation.*

Any party acting as Trustee hereunder may resign at any time by giving written notice to the Town. Such resignation shall not take effect until sixty (60) days after the delivery thereof to the Town (unless notice of a shorter duration shall be accepted as adequate).

8.2 *Removal.*

The Town through action by the Board of Selectmen may remove any party acting as Trustee at any time upon sixty (60) days' notice to the Trustee (unless notice of a shorter duration shall be accepted as adequate). No such removal of the party acting as Trustee shall become effective, however, until all sums due hereunder to the Trustee for his

compensation and expenses shall have been paid to him, nor, if there is only one party acting as such Trustee, until the appointment by the Board of Selectmen of the Town and qualification of a successor Trustee to which the Trustee may make transfer and delivery of the Trust Fund.

8.3 *Cease to Be a Chairman of the OPEB Committee.*

If the Chair of the OPEB Committee is no longer serving as such, he shall resign as Trustee hereunder; and the incoming Chair of the OPEB Committee shall serve as the successor Trustee.

8.4 *Appointment of Successor Trustee.*

Any successor Trustee hereunder may be either a corporation authorized and empowered to exercise trust powers or may be one or more individuals, at the discretion of the Board of Selectmen. In either event, the appointment of a successor Trustee shall not be effective until such successor Trustee delivers its written acceptance of trust to the Trustee. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder.

8.5 *Settlement of Accounts.*

In the case of the resignation or removal of the Trustee, the Town or the Trustee shall have the right to a settlement of the Trustee's accounts, as provided hereunder. Upon the completion of such accounting and upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for his expenses in the settlement of its account, the amount of any compensation due to it, if any, and any sums chargeable against the Trust Fund for which it may be liable but if the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee or the Town.

8.6 *Discharge of Former Trustee.*

Upon the completion of such accounting and upon the appointment of a successor Trustee, the resigning or removed Trustee shall thereupon be discharged from further accountability for the Trust Fund by reason of any matter embraced in such accounting, and shall be under no further duty, obligation or responsibility for the disposition by such successor Trustee of the Trust Fund or any part thereof, but the Trustee shall, in any event, properly account for any such sums reserved by it.

ARTICLE IX -AMENDMENT AND TERMINATION OF TRUST AGREEMENT

9.1 *Amendment.*

Subject to any applicable provision of the Plan, any or all of the provisions of this Trust Agreement may be amended at any time and from time to time, in whole or in part, by an instrument in writing adopted by the Town through action by its Board of Selectmen. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of Plan Participants and Beneficiaries; no such amendment shall cause or permit any portion of the Trust Fund to revert to or become the property of the Town; and no such amendment which affects the rights or duties of the Trustee may be made without the Trustee's written consent.

9.2 *Termination.*

Subject to any applicable provision of the Plan, this Trust Agreement may be terminated at any time by the Town, through action by its Board of Selectmen; and upon such termination, the Trust Fund shall be paid out by the Trustee as and when directed by the Town, in accordance with the provisions of Section 2.2 of Article II and Section 4.2 Article IV hereof and the terms of the Plan. Upon termination of the Trust, Trust Funds shall be applied to pay any remaining debts, liabilities and approved claims of the Plan. Any assets remaining in the Trust Fund after meeting the obligations shall be distributed in accordance with applicable law.

ARTICLE X - MISCELLANEOUS

10.1 *Limited Effect of Plan and Trust.*

Neither the establishment of the Plan nor the Trust nor any modification thereof, nor the creation of any fund or account, nor the payment of any welfare benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Town, or any officer or employee thereof, except as may otherwise be provided in the Plan or in the Trust Agreement. Under no circumstances shall the term of employment of any employee be modified or in any way affected by the Plan or this Trust Agreement or the Trust created hereunder.

10.2 *Protective Clause.*

Neither the Town nor the Trustee shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

10.3 *Claims Procedure.*

In the event a Plan Participant or Beneficiary has a claim for benefits, the claims procedure for resolving any disputes or claims arising under the Plan shall be the claims procedure specified under the terms of the Plan.

10.4 *Construction of Trust.*

This Trust Agreement shall be construed and enforced according to the laws of the State of Connecticut and the Code. If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of the Trust. In addition, in the event of any conflict between provisions of the Plan and those of this Trust Agreement, this Trust Agreement shall prevail.

10.5 *Gender and Number.*

Wherever any words are used herein in the masculine, feminine or neuter, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

10.6 *Headings.*

The headings and sub-headings of this Trust Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

10.7 *Counterparts.*

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

IN WITNESS WHEREOF, this Trust Agreement is effective as of the day and year first above written.

TOWN OF NEWTOWN, CONNECTICUT

DATED: 3&-/d-<)1C>

By: (...: . 0: "" "-!L =====

Its &: 1r-""- --J-' / -"ff ,a_ --'-=--

IN WITNESS WHEREOF, each Trustee, in acceptance hereof and of the Trust hereby created, have caused this Trust Agreement to be signed as of the day and year first above written.

TOWN PERSONNEL ADMINISTRATOR

Date: 3/2/2010

Carter Ross

Name: C4co/e /n foSS

TOWN'S CHAIRMAN OF THE OPEB
COMMITTEE

Date: 3/15/2010

[Signature]

Name: =d t.:>!\."

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EXHIBIT A

**GROUPS IN THE TOWN OF NEWTOWN'S POLICE AND OTHER DEPARTMENTS
COVERED BY
OPEB PLANS**

- ° The Newtown Police Union, Connecticut Organization for Public Safety, Local 3153
- ° Teachers
- ° Non-Union

Note: OPEB Benefits vary by bargaining group, and are provided pursuant to each collective bargaining agreement.

EXHIBIT B

CONNECTICUT GENERAL STATUTES SECTIONS 45A-541 TO 45A-541L,
INCLUSIVE
(AS IN EFFECTIVE JULY 1, 2007)

CONNECTICUT UNIFORM PRUDENT INVESTOR ACT

Sec. 45a-541. Short title: Connecticut Uniform Prudent Investor Act. Sections 45a-541 to 45a-541L, inclusive, may be cited as the "Connecticut Uniform Prudent Investor Act".

Sec. 45a-541a. Prudent investor rule. (a) Except as provided in subsection (b) of this section, a trustee who invests and manages trust assets owes a duty to the beneficiaries of the trust to comply with the prudent investor rule, as set forth in sections 45a-541 to 45a-541L, inclusive.

(b) The prudent investor rule is a default rule that may be expanded, restricted, eliminated or otherwise altered by provisions of the trust. A trustee is not liable to a beneficiary to the extent that the trustee acted in reasonable reliance on provisions of the trust.

Sec. 45a-541b. Standard of Care. Portfolio strategy. Risk and return objectives. (a) A trustee shall invest and manage trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements and other circumstances of the trust. In satisfying this standard, the trustee shall exercise reasonable care, skill and caution.

(b) A trustee's investment and management decisions respecting individual assets shall be evaluated not in isolation, but in the context of the trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the trust.

(c) Among circumstances that a trustee shall consider in investing and managing trust assets are such of the following as are relevant to the trust or its beneficiaries: (1) General economic conditions; (2) the possible effect of inflation or deflation; (3) the expected tax consequences of investment decisions, strategies and distributions; (4) the role that each investment or course of action plays within the overall trust portfolio, which may include financial assets, interests in closely held enterprises, tangible and intangible personal property and real property; (5) the expected total return from income and the appreciation of capital; (6) related trusts and other income and resources of the beneficiaries; (7) needs for liquidity, for regularity of income and for preservation or appreciation of capital; (8) an asset's special relationship or special value, if any, to the purposes of the trust or to one or more of the beneficiaries; (9) the size of the portfolio; and (10) the nature and estimated duration of the trust.

(d) A trustee shall take reasonable steps to verify facts relevant to the investment and management of trust assets.

(e) Subject to the standard of sections 45a-54 l to 45a-54 l/, inclusive, a trustee may invest in any kind of property or type of investment.

(f) A trustee who has special skills or expertise, or is named trustee in reliance upon the trustee's representation that the trustee has special skills or expertise, has a duty to use those special skills or expertise.

Sec. 45a-541c. Diversification. A trustee shall diversify the investments of the trust unless the trustee reasonable determines that, because of special circumstances, the purposes of the trust are better served without diversifying.

Sec. 45a-54 l d. Duties at inception of trusteeship. Within a reasonable time after accepting a trusteeship or receiving trust assets, a trustee shall review the trust assets and make and implement decisions concerning the retention and disposition of assets, in order to bring the trust portfolio into compliance with the purposes, terms, distribution requirements and other circumstances of the trust, and with the requirements of sections 45a-541 to 45a-541/, inclusive.

Sec. 45a-541e. Loyalty. A trustee shall invest and manage the trust assets solely in the interest of the beneficiaries.

Sec. 45a-541f. Impartiality. If a trust has two or more beneficiaries, the trustee shall act impartially in investing and managing the trust assets, taking into account any differing interests of the beneficiaries.

Sec. 45a-54tg. Investment costs. In investing and managing trust assets, a trustee may only incur costs that are appropriate and reasonable in relation to the assets, the purposes of the trust and the skills of the trustee.

Sec. 45a-541b. Reviewing compliance. The prudent investor rule expresses a standard of conduct, not outcome. Compliance with the prudent investor rule is determined in light of the facts and circumstances existing at the time of a trustee's decision or action.

Sec. 45a-54li. Delegation of investment and management functions. (a) A Trustees may delegate investment and management functions that a prudent trustee of comparable skills could properly delegate under the circumstances. The trustee shall exercise reasonable care, skill and caution in: (1) Selecting an agent; (2) establishing the scope and terms of the delegation, consistent with the purposes and terms of the trust; and (3) periodically reviewing the agent's actions in order to monitor the agent's performance and compliance with the scope and terms of the delegation.

(b) In performing a delegated function, an agent owes a duty to the trustee and to the trust to exercise reasonable care to comply with the scope and terms of the delegation and to exercise the delegated function with reasonable care, skill and caution. An attempted exoneration of the agent from liability for failure to meet such a duty is contrary to public policy and void.

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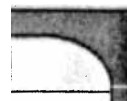
(c) A trustee who complies with the requirements of subsection (a) of this section is not liable to the beneficiaries or to the trust for the decisions or actions of the agent to whom the function was delegated.

(d) By accepting the delegation of a trust function from the trustee of a trust that is subject to the law of this state, an agent submits to the jurisdiction of the courts of this state and can be held liable by the courts of this state for any breach of duty arising out of the delegation agreement or the terms of sections 45a-54 I to 45a-54 I /, inclusive.

Sec. 45a-54Ij. Language invoking standards of act. The following terms or comparable language in a trust instrument, unless otherwise limited or modified by the instrument, authorizes any investment or strategy permitted under sections 45a-54 I to 45a-54 I/, inclusive: "Investments permissible by law for investment of trust funds", "legal investments", "authorized investments", "using the judgment and care under the circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital", "prudent man rule", "prudent trustee rule", "prudent person rule", and "prudent investor rule".

Sec. 45a-54Ik. Uniformity of application and construction. Sections 45a-54 I to 45a-54 I/, inclusive, shall be applied and construed to effectuate their general purpose to make uniform the law with respect to the subject of said sections among the states enacting them.

Sec. 45a-54I/. Applicability. Sections 45a-54 I to 45a-54 I/, inclusive, apply to trusts existing on and created after October 1, 1997. As applied to trusts existing on October 1, 1997, sections 45a-54I to 45a-54I/, inclusive, govern only decisions or actions occurring after that date.



3-1-10

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111ESE MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECTMEN

The Board of Selectmen held a meeting on Monday, March 1. 20 10 at the C. H. Booth Library. Main Street , Newtown, Connecticut. First Selectman Llodra called the meeting to order at 7:30 pm.

PRESENT: First Selectman E. Patricia Llodra, Selectman William F. L. Rogers, and Selectman William F. Furrier.

ALSO PRESENT: Finance Director Robert Tait, 19 members of the public and one member of the press.

VOTER PARTICIPATION: Barbara O'Connor of the Newtown Republican Town Committee stated that they work hard to ensure candidates for boards and commissions do not have a personal agenda and that it is explained that the positions are bound by State Statutes and the Town's Charter and Ordinances.

LeRelne Frampton of the Democratic Town Committee assured the Selectmen also that they are careful who they choose and make sure candidates do not have a personal agenda and have the time to dedicate to their position.

Bob Sabin thanked the Selectmen for their service and read a letter he submitted to the Board regarding Fairfield Hills. He stated concerns over a lack of information available for residents and listed requests regarding expenses. He said he appreciated the Board of Selectmen's interest and openness to questions and comments.

Ruby Johnson, 16 Chestnut Hill Road, Sandy Hook, said in regards to the resignation of Don Studley from the Fairfield Hills Authority that the 3.5 million cost over run was no! Mr. Studley's fault and that the previous administration chose to spend money as they wished. She asked that Brian White be chosen for his skills and not for his accounting experience. Her hope is that the Selectmen request the Legislative Council to review the ordinance and take away some of the authoritarian power of the Selectmen so that it is put into the hands of the public. She said that she supports the First Selectman's efforts to rectify all of the problems she inherited.

ACCEPTANCE OF MINUTES: Selectmen Rodeers ro.QYN_IQ__lliCJ2L.IM_ffiofFebruazy I..IQI.Q.M. I _y__rrig:
seconded. All if favor.

COMMUNICATIONS: First Selectman Llodra noted a record of an \$80,000 transfer to be sent to the Board of Finance for approval to be used for the purchase of sail and road repairs caused by a difficult winter. She noted the winter maintenance costs have been \$545,000 in overtime and materials. The transfer will be taken from the Public Works road funds with intentions to transfer funds from Contingency back into Public Works so that the road work can be completed as promised.

First Selectman Llodra also discussed the budget process and what is meant by "the bottom line", explaining the difference between the approved budget and the amended budget. When considering the budget (the percent of increase over the previous year) it is unclear what bottom line is used (the approved budget or amended budget). She noted that point of clarification has not yet taken place.

First Selectman Llodra also stated that the Board of Finance has asked that she collaborate with the Board of Education on a CIP proposal that takes into consideration both the Town side and Board of Education needs.

UNFINISHED BUSINESS:

Discussion and Possible Action:

- **Room Fees for Senior Center** - hem tabled
- **Grant Report** - Item tabled. will **be** heard on March 15

3. **Process for Appointment to Board of Commission** - First Selectman Llodra explained the eight step process for appointments, i.e., (1) Identify the position as a vacancy or an open position; (2) Determine the eligibility criteria (open position - minority rep., vacancy - same party or unaffiliated); (3) Advertise the position via newspaper and/or alert to political parties; (4) Solicit interested parties to come forward through political process or directly; (5) Determine Board of Selectmen date of action on filling position; (6) Advertise final date for submission of letters of interest and resumes; (7) Post notice of action on Board of Selectmen agenda; and (8) Inform the Board of Selectmen of candidates; make recommendation for appointment. An example given was the current vacancy for Planning & Zoning (an elected position) which is not eligible for any person other than the person who holds that particular party registration (in this instance, a Democrat). She read from the Charter: *"If an elected position becomes vacant, the Board of Selectmen has the obligation to fill the position with a person who holds the same party registration as the person who held the position."* She noted avenues for consideration (1) Recommendation by the Democratic Town Committee, (2) Recommendation by the Republican Town Committee, (3) Recommendation by the Independent party, and (4) candidates can come forward directly to the Board of Selectmen or to the First Selectmen. Candidates can also be recommended by members of a Commission or Board. She also read from the Charter: *"subject to*

the limitations of previous sections the First Selectmen, with the approval of the Board of Selectmen, shall fill by appointment a vacancy and any other elected Town office within 60 days from the date that Town office becomes vacant". First Selectman Llodra noted that they will be acting upon the Lake Lillinonah Authority on March 15th and on the Planning & Zoning open position on April 1st.

NEW BUSINESS:

Discussion and possible action:

- **Road Work Acceptance, Road & Drainage Work Agreement, The Old Road**

"Re-Subdivision, Lot I, Paul Scudder Smith & Earl Wright Smith" - Selectman Furrier motioned to fill the Road Drainage Work Agreement with Paul S. Smith & Earl Wright Smith. Selectman Furrier seconded. All in favor.

- **Tax Refund No. 10-** Selectman Furrier motioned to approve Tax Refund No. 10. Selectman Furrier seconded. All in favor.
- **Tax Refund No. 11** - Selectman Furrier motioned to approve Tax Refund No. 11. Selectman Rodgers seconded. All in favor.
- **Adoption of Other Post Employment Benefits (OPEB) Trust** - Selectman Rodgers motioned to adopt of the OPEB Trust Agreement. Selectman Furrier seconded. All in favor.
- **Resolution to authorize the First Selectman to sign the notice of grant award for the EECBG (Energy Efficiency Community Block Grant) for Newtown from the Federal Government under the Energy Efficiency Stimulus Program.** Selectman Rodgers motioned to approve the resolution. Selectman Furrier seconded. All in favor.

Mr. Hurley explained this is part of the Stimulus Package and funds will be used for three projects; (1) Conversion of the Town's fleet to natural gas over a five year period of time; (2) Install LED lighting for street lighting; and (3) Energy Performance Contractor Technical Assistance (professional help to put together an energy conservation project for the Town and a third party purchasing of energy and power to stabilize and reduce energy costs for the town). It was noted that it will take approximately five years to convert the fleet to natural gas and that there are three major components (1) installation of a fueling station; (2) the conversion of existing vehicles and; (3) the purchase of new natural gas vehicles. Selectman Furrier asked about the downside of this energy shift. Mr. Hurley said there is no downside and the changes will reduce greenhouse gasses and emissions and that natural gas is easier to implement than other energy alternatives. First Selectman Llodra asked for an update of the Request for Proposal on electricity providers. Mr. Hurley said the Requests for Proposals are out to 19 companies and are due back on March 8th. He anticipates a substantial reduction in electricity costs.

The board voted on the resolution. All were in favor.

- **Resolution: Town or Newtown application to the State for \$100,000 in order to undertake the Newtown Animal Shelter Project and to execute an Assistance Agreement.**

First Selectman Llodra explained the funds from this grant will replenish the money used by the Town for soils testing on land being offered by the State. Once the land is certified free of contaminants there will be a formal transfer of the deed. Preliminary soil tests look good and they expect good test results. Selectman Rodgers motioned to approve the resolution. Selectman Furrier seconded. All in favor.

- **Appointments/Reappointment: Inland Wetland; Conservation; EDC; Cultural Arts; Fairfield Hills Authority; Commission on Aging, Sustainable Energy, Board of Ethics**

Selectman Furrier motioned to appoint Desiree Galassi to the Sustainable Energy Commission. Motion seconded. All in favor.

Selectman Furrier motioned to appoint Randy Gniewski to the Conservation Commission. Motion seconded. All in favor.

Selectman Furrier motioned to appoint Desiree Galassi to the Sustainable Energy Commission. Motion seconded. All in favor.

Selectman Rodgers motioned to appoint Randy Gniewski to the Conservation Commission. Motion seconded. All in favor.

Selectman Rodgers motioned to appoint Randy Gniewski to the Conservation Commission. Motion seconded. All in favor.

Sec. 18-8. - Maintenance of private easements and rights-of-way.

- (a) *Residential real property.* All residential land and buildings, but does not include property owned by the State of Connecticut or the Town of North Stonington.
- (b) *Benefited property or property that benefits.* Includes residential real property burdened by an easement or right-of-way, the owner of which residential real property uses such easement or right-of-way.
- (c) *Easement or right-of-way.* A right to use adjoining property that transfers with the land.
- (d) The owner of any residential real property that benefits from an easement or right-of-way, the purpose of which is to provide access to such residential real property, shall be responsible for the cost of maintaining such easement or right-of-way in good repair and the cost of repairing or restoring any damaged portion of such easement or right-of-way. Such maintenance shall include, but not be limited to, the removal of snow from such easement or right-of-way.
- (e) If more than one residential real property benefits from such easement or right-of-way, the cost of maintaining and repairing or restoring such easement or right-of-way shall be shared by each owner of a benefited property, pursuant to the terms of any enforceable written agreement entered into for such purpose. In the absence of such agreement, the cost of maintaining and repairing or restoring such easement or right-of-way shall be shared by each owner of a benefited property in proportion to the benefit received by each such property.
- (f) Notwithstanding the provisions of subsections (d) and (e) of this section, any owner of a benefited property who directly or indirectly damages any portion of the easement or right-of-way shall be solely responsible for repairing or restoring the portion damaged by such owner.
- (g) If any owner of a benefited property refuses to repair or restore a damaged portion of an easement or right-of-way in accordance with subsection (f) of this section, or fails, after demand in writing, to pay such owner's proportion of the cost of maintaining or repairing or restoring such easement or right-of-way in accordance with subsection (e) of this section, an action for specific performance or contribution may be brought in the Superior Court against such owner by other owners of benefited properties, either jointly or severally.
- (h) In the event of any conflict between the provisions of this section and an agreement described in subsection (e) of this section, the terms of the agreement shall control.

Sec. 18-9.- Private roads approved for Town maintenance.

- (a) *Private road.* A road on privately-owned property open to public passage that has not been given to or accepted by a government entity
- (b) This section shall govern the manner in which the Town may provide certain maintenance to private roads.
- (c) The Board of Selectmen shall perform a level of maintenance for the following private roads equivalent to that which was previously provided by the Town of North Stonington Highway Department through longstanding past practice, as reflected herein:

<i>Private Road</i>	<i>Miles</i>	<i>Type</i>	<i>Level of Maintenance</i>
Armstrong Pentway	.41	unimproved	occasionally provide material; plow and sand after all accepted roads
Avery Lane	.03	improved	surface patching/paving; regularly plow and sand
Billings Road Ext.	.11	unimproved	grading; regularly plow and sand
Cedars Road	.62	unimproved	regularly plow and sand
Cranberry Bog Rd.	.52	unimproved	grading; regularly plow and sand
Patricia Avenue	.60	unimproved	grading; regularly plow and sand
Princess Lane	.31	improved	surface patching/chip sealing; regularly plow and sand
Wrights Road	.50	unimproved	grading; regularly plow and sand

- (d) Maintenance above and beyond the foregoing, including but not necessarily limited to private road reconstruction, drainage work, and tree and brush removal, shall not be the responsibility of the Town. Owners of property shall continue to be responsible for any maintenance and repairs over and above that provided by the Town under this section.
- (e) Structural deterioration which may cause the said road to cease to be passable will be the responsibility of the owners, and the Town may require that said road be upgraded to passable condition before maintenance may continue.
- (f) Nothing in this section shall be construed to modify or change any requirements established by the Planning and Zoning Commission and/or included in the Town of North Stonington Zoning Regulations.

ARTICLE III. - PRIVATE ROADS AND STREETS^[3]

Footnotes:

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Editor's note—An ordinance of Nov. 23, 1982, amended the 1960 Code by repealing §§ 2401—2403, which had been codified herein as Art. III, §§ 17-31—17-33. Said ordinance enacted new §§ 2401—2406, of which 2401, 2403—2406 have been codified, at the editor's discretion, as a new Art. III, §§ 17-31—17-35.

Sec. 17-31. - Purpose.

This article shall govern the manner in which the town may provide certain maintenance to roads that are not accepted public highways.

(Ord. of 11-23-82)

Note— See editor's note for Ch. 17, Art. III, found at the bottom of page CD17:8, for former derivation of Ch. 17, Art. III.

Sec. 17-32. - Private roads approved for maintenance.

- (a) The department of public works is authorized to provide those maintenance services described in section 17-33 of this article for the following private roads, or parts thereof as the case may be, that were in use prior to January 1, 1945:

	<i>Miles</i>
Birch Trail	0.29
Carini Road	0.16
Carter Court	0.10
Chestnut Hill Terrace	0.07
Cotton Hollow Road	0.47
Cross Trail	0.04
East Lake Shore Trail	0.27

Fern Street	0.17
Green Cemetery Road	0.24
Hilltop Trail	0.04
Hopewell Heights	0.17
Lake Shore Trail	0.31
Laurel Trail	0.22
Montano Road	0.08
Owens Lane	0.20
Pearl Street	0.06
Pine Tree Lane	0.19
Roaring Brook Plaza	0.08
Sherbrook Drive	0.14
Springside Trail	0.33
Trymbulak Lane	0.22
Washington Street	0.17

- (b) Maintenance services shall be provided for the private roads listed in this section only if such roads are reasonably safe. The director of public works shall inspect, or cause to be inspected, the listed private roads and shall determine if they are reasonably safe for use by town employees providing the maintenance services. If a private road is not reasonably safe, no maintenance services shall be provided by the town unless the owners of the private road, or owners of property abutting the private road, as the case may be, properly correct the unsafe condition or conditions.
- (c) The private roads, or parts thereof, approved for maintenance shall be shown on a map which shall be available for public inspection in the town clerk's office.

(Ord. of 11-23-82)

Note— See editor's note for Ch. 17, Art. III, found at the bottom of page CD17:8, for former derivation of Ch. 17, Art. III.

Sec. 17-33. - Maintenance services to be provided.

- (a) Notwithstanding maintenance provided to private roads under the former ordinance, maintenance services provided under section 17-32 of this article shall be limited to the following services:
 - (1) Snow plowing and ice sanding;
 - (2) Sweeping;
 - (3) Surface patching;
 - (4) Oiling and incidental sanding;
 - (5) Installation and maintenance of any official traffic-control devices and street signs as defined in G.S. § 14-297, which are approved by the traffic authority.
- (b) If the town considers it necessary to public safety or otherwise desirable to provide additional work, services or improvements to roads approved for maintenance under section 17-32 of this article such work, services or improvements may be provided by the town or its designees provided an agreement is executed between the town and the owners of the land upon which the road rests, or which the road benefits, concerning the work, services or improvements. The town may decline to provide additional work, service or improvements unless the agreement apportions costs among the parties.

(Ord. of 11-23-82)

Note— See editor's note for Ch. 17, Art. III, found at the bottom of page CD17:8, for former derivation of Ch. 17, Art. III.

Sec. 17-34. - Acceptance for maintenance not to be construed as acceptance as public highway.

Approval of a private road for maintenance, improvement or hard-surfacing under section 17-32 of this article and/or approval of additional work, services, or improvements under section 17-33 shall not be considered acceptance of that road as a public highway.

(Ord. of 11-23-82)

Note— See editor's note for Ch. 17, Art. III, found at the bottom of page CD17:8, for former derivation of Ch. 17, Art. III.

Sec. 17-35. - Planning and zoning.

Nothing in this article shall be construed to modify or change any of the requirements laid down by the town plan and zoning commission and approved by the town for the acceptance of new roads as public highways.

(Ord. of 11-23-82)

Cross reference— Plan and zoning commission, § 15-36 et seq.

Note— See editor's note for Ch. 17, Art. III, found at the bottom of page CD17:8, for former derivation of Ch. 17, Art. III.

Secs. 17-36—17-45. - Reserved.

Farm Building Tax Exemption-

A Municipal Option



Background:

Farms often have many buildings used to support the farming operation. Municipalities may provide a tax incentive to support economic sustainability of existing farms and encourage new farms by providing an exemption from property tax on farm buildings used exclusively for agriculture.

Key Points:

- This tax exemption is a municipal option adopted at the discretion of the municipality. It is not mandated statewide.
- Municipalities adopt the exemption through an ordinance voted on by the legislative body in that town. The enabling state statute, **CGS Section 12-91 (c)**, provides the language for the ordinance.
- The town may set the level of exemption at any amount up to an assessed value of \$100,000 per building.
- The exemption is applied to each eligible farm building.
- The level of exemption is the assessed value not the appraised value of the buildings.
- The qualifying buildings must be used exclusively for agriculture as defined in CGS 1-1q, or for any building used to provide housing for seasonal employees of the farmer.
- The farm buildings are evaluated on an individual basis.
- The farmer must apply for the exemption with the local assessor annually on or before November 1.
- In order to qualify for the exemption the farmer must derive at least \$15,000 in gross receipts from the farming operation or incur at least \$15,000 in expenditures related to the farming operation in the most recently completed tax year prior to application.
- The farmer should be prepared to provide the assessor with an IRS Schedule F (Form 1040) Farm Profit and Loss from the most recent tax year.

Statute:

CGS Sec. 12-91. Exemption for farm machinery, horses or ponies. Additional optional exemption for farm buildings or buildings used for housing for seasonal employees. (a) All farm machinery, except motor vehicles, as defined in section 14-1, to the assessed value of one hundred thousand dollars, any horse or pony which is actually and exclusively used in farming, as defined in section 1-1, when owned and kept in this state by, or when held in trust for, any farmer or group of farmers operating as a unit, a partnership or a corporation, a majority of the stock of which corporation is held by members of a family actively engaged in farm operations, shall be exempt from local property taxation; provided each such farmer,

(Over)

2 Farm Building Tax Exemption (*continued*)

whether operating individually or as one of a group, partnership or corporation, shall qualify for such exemption in accordance with the standards set forth in subsection (d) of this section for the assessment year for which such exemption is sought. Only one such exemption shall be allowed to each such farmer, group of farmers, partnership or corporation. Subdivision (38) of section 12-81 shall not apply to any person, group, partnership or corporation receiving the exemption provided for in this subsection.

(c) Any municipality, upon approval by its legislative body, may provide an exemption from property tax for any building used actually and exclusively in farming, as defined in section 1-1, or for any building used to provide housing for seasonal employees of such farmer. The municipality shall establish the amount of such exemption from the assessed value, provided such amount may not exceed one hundred thousand dollars with respect to each eligible building. Such exemption shall not apply to the residence of such farmer and shall be subject to the application and qualification process provided in subsection (d) of this section.

(d) Annually, on or before the first day of November, each such individual farmer, group of farmers, partnership or corporation shall make written application for the exemption provided for in subsection (a) of this section to the assessor or board of assessors in the town in which such farm is located, including therewith a notarized affidavit certifying that such farmer, individually or as part of a group, partnership or corporation, derived at least fifteen thousand dollars in gross sales from such farming operation, or incurred at least fifteen thousand dollars in expenses related to such farming operation, with respect to the most recently completed taxable year of such farmer prior to the commencement of the assessment year for which such application is made, on forms to be prescribed by the Commissioner of Agriculture. Failure to file such application in said manner and form on or before the first day of November shall be considered a waiver of the right to such exemption for the assessment year. Any person aggrieved by any action of the assessors shall have the same rights and remedies for appeal and relief as are provided in the general statutes for taxpayers claiming to be aggrieved by the doings of the assessors or board of assessment appeals.

FAQs:

Q: How does a municipality go about adopting the farm building tax exemption?

A: The following are the steps generally taken to adopt the farm building tax exemption:

- 1) An initial meeting is scheduled with members of the agricultural community and municipal officials to discuss the feasibility of adopting the farm building tax exemption. Agriculture service providers from Connecticut Farm Bureau, the Connecticut Department of Agriculture or other advocacy groups may be invited to answer questions.
- 2) Based on a consensus to explore the option, the next step is to ask the assessor to generate a list of all of the potentially qualifying farm buildings and their assessed value.
- 3) This list may then be compared with the list of farmers that apply annually for the \$100,000 exemption on farm machinery since the statutory income and expenditure criteria for both the machinery tax exemption and the farm building tax exemption are identical.

- 4) The municipality can then calculate the increase in the mill rate in order to recapture the loss of tax revenue.
- 5) With this information, the municipality may then decide at what level to set the exemption.
- 6) If the municipality decides to provide a tax exemption for farm buildings, a municipal ordinance is written based on the language provided in CGS Sec.12-91 and the ordinance is sent to a vote of the legislative authority in that municipality.

Q: Can a municipality set the level of the tax exemption per farm building at less than \$100,000?

A: Yes. The ordinance can be written to set the level of tax exemption at any amount not to exceed \$100,000 of assessed value per qualifying farm building.

Q: How does a farmer go about applying for a tax exemption on their farm building(s)?

A: The following are the steps to apply for the farm building exemption:

1. Check with the local tax assessor's office to see if the municipality in which the farm buildings are located offers the farm building tax exemption.
2. If the municipality offers this special tax reduction then the farmer must accurately complete, sign and date the required applications and forms provided by the assessor's office.
3. Application for the exemption must be filed annually on or before November 1st.
4. The farmer should be prepared to provide the assessor with proof of farm income and expenditures such as an Internal Revenue Service (IRS) Schedule F (Form 1040) Profit or Loss from Farming.
5. Failure to file the required application before the filing deadline waives the right to the exemption.

Q: Does the farmer have to apply every year for the farm building tax exemption?

A: Yes.

Q: Do equine facilities qualify for the farm building exemption?

A: Yes if the building is used exclusively for agriculture as defined under CGS 1-1q.

Q: Will the assessor inspect the building to insure it is being used exclusively for agriculture?

A: Yes. The assessor may make initial and random inspections to insure the building qualifies for the exemption.

4 Farm Building Tax Exemption (*continued*)

Notes:

Draft Ordinance for Farm Building Tax Exemption

Adopted: (Date) , Effective: (Date)

Section 1. Title.

This Ordinance shall be known and may be cited as “An Ordinance Providing a Property Tax Exemption for Farm Buildings.”

Section 2. Legislative Authority.

This Ordinance is enacted pursuant to the provisions of Section 12-91(c) of the Connecticut General Statutes, as it may be amended from time-to-time.

Section 3. Findings and Purpose.

The Legislative Council of the Town of Newtown finds that the preservation of farming and farmland is vitally important to retaining Newtown’s rural character and quality of life, works towards the Plan Goals in the Newtown Plan of Conservation and Development, and promotes economic and environmental sustainability. Therefore, pursuant to *Connecticut General Statutes* § 12-91(c), as amended, the Town of Newtown seeks to protect, preserve and promote the health, welfare and quality of life of its people by providing a tax exemption for certain farm buildings.

Section 4. Applicability and Benefits.

(a) For a farmer who qualifies for the farm machinery exemption under **Connecticut General Statutes § 12-91(a)**, any building used actually and exclusively in farming, as “farming” is defined in Section 1-1 of the Connecticut General Statutes, except for any building used to provide housing for seasonal employees of such farmer, upon proper application being made in accordance with this section, shall be exempt from property tax to the extent of an assessed value of **one hundred thousand dollars**.

(b) This exemption shall not apply to any residence of any farmer.

(c) Annually, within thirty days after the assessment date, each individual farmer, group of farmers, partnership or corporation shall make written application to the Assessor for the exemption provided in subsection (a) of this section, including therewith a notarized affidavit certifying that such farmer, individually or as part of a group, partnership or corporation, derived at least fifteen thousand dollars in gross sales from such farming operation or incurred at least fifteen thousand dollars in expenses related to such farming operation, with respect to the most recently completed taxable year of such farmer prior to the commencement of the assessment year for which such application is made, on forms prescribed by the Commissioner of Agriculture. Failure to file such application in said manner and form within the time limit prescribed shall be considered a waiver of the right to such exemption for the assessment year. Any person aggrieved by any action of the Assessor shall have the rights and remedies for appeal and relief as are provided in the general statutes for taxpayers claiming to be aggrieved by the doings of the Assessor.

Town of Fairfield, CT
Thursday, March 9, 2017

Chapter 35. Real Property Management

[HISTORY: Adopted by the Representative Town Meeting of the Town of Fairfield 8-25-1986. Amendments noted where applicable.]

GENERAL REFERENCES

Disposal of surplus property — See Ch. 4, Art. II.

Board of Education property — See Ch. 52.

§ 35-1. Applicability; findings; compliance with statutory provisions.

- A. This chapter concerns the acquisition and disposition of real property, including but not limited to buildings and improvements located thereon and Board of Education leases and rentals of duration equal to or greater than 12 months.
- B. Because of the unique nature of acquiring real property, the Representative Town Meeting finds that sealed bidding is deemed to be impractical and not in the best interest of the Town. However, a waiver, submitted by either the First Selectman or the Superintendent of Schools, as appropriate, and with the concurrence of six members of the Board of Finance, must be filed in the office of the purchasing authority within five days following Representative Town Meeting approval of:
 - (1) The acquisition of property.
 - (2) Franchises, concessions and licenses involving anticipated gross receipts in excess of \$10,000.
 - (3) Leases involving rent in excess of \$5,000 in any fiscal year.
- C. Conveyance of open space designated land by the Town to a nongovernmental body shall comply with Connecticut General Statute, Section 7-131i.

§ 35-2. Executive and legislative approval.

The First Selectman shall, unless excepted herein, act as the chief negotiator on behalf of the Town of Fairfield for the acquisition or the disposition of real property. The Board of Selectmen shall act as the approving executive body, unless excepted herein. The Representative Town Meeting shall act as the approving legislative body, unless herein.

§ 35-3. Intermediary approval.

Nothing in this chapter shall be deemed to eliminate formal submission to the Historic District Commission for a certificate of appropriateness, the Town Plan and Zoning Commission for an acceptance or rejection report, the Board of Finance as the initial appropriations body in appropriate circumstances or the Board of Finance as the concurring body in the case of waivers.

§ 35-4. Acquisitions.

This section applies to the Town's acquisition of real property as stipulated below:

- A. If the acquisition is an outright purchase, the First Selectman may negotiate on behalf of the Town, subject to further approvals, as identified in this chapter, up to and including the fair market value of the property. Once a negotiated agreement is entered into, the First Selectman shall seek executive body approval from the Board of Selectmen, initiate referral to the Town Plan and Zoning Commission and seek fiscal approval from the Board of Finance, if necessary, and legislative approval from the Representative Town Meeting. [NOTE: See Connecticut General Statutes, Section 8-24.]
- B. The Conservation Commission may, with the approval of the Representative Town Meeting, acquire, through a purchase or a gift, land appropriate for development and conservation of natural resources, including water resources. In this instance, the First Selectman shall serve as the Town's negotiator for compensation up to and including the fair market value. [NOTE: See Connecticut General Statutes, Section 7-131a, Subsection (b).]
- C. The First Selectman may negotiate for property that does not meet all applicable state and Town zoning, building and fire codes, provided that each discrepancy is noticed, in writing, to all other applicable approving bodies.
- D. The First Selectman may also negotiate for property that is undergoing formal condemnation proceedings per the State of Connecticut Basic Building Code and other relevant statutes.^[1]
[1] *Editor's Note: See Ch. 56, Buildings, Art. II, State Basic Building Code.*
- E. Inasmuch as fair market value may not accurately reflect the true value or worth of real property to the Town, fair market value and desirability may be modified by any one or more of the following criteria:
[Added 10-27-1997]
 - (1) Price, if offered at a specific price.
 - (2) Location, with an emphasis on property located within current boundaries of existing Town-owned property, adjacent to existing Town-owned property, in proximity to existing Town-owned property or property located in developed neighborhoods that have minimal access to recreation or natural habitat parcels.
 - (3) Size, with an emphasis on larger parcels which may provide a continuity of natural habitats and with a de-emphasis on smaller parcels which may impose a significant maintenance burden while producing only a minimal benefit.
 - (4) Conservation and aesthetic value, including whether a parcel is a critical habitat; harbors endangered, threatened or protected species; harbors plant or animal communities not already found in existing Town-owned property; enhances or protects natural resources, including tidal wetlands and riparian habitats adjacent to watercourses; contains significant natural features, such as ridgelines, ravines and water bodies; or includes historical, cultural or archaeological resources.
 - (5) Recreation value, both active and passive.
 - (6) Development potential for Town-owned buildings or Town sponsored developments.

§ 35-5. Conveyances or dispositions; leases and rentals.

This section applies to the Town's disposition, leasing and rental of real property as stipulated below:

- A. The First Selectman may, with the approval of the Board of Selectmen, referral to the Town Plan and Zoning Commission and subsequent approval of the Representative Town Meeting, and after advertisements in trade journals or newspapers with circulation in Fairfield, dispose of unneeded real property at fair market value. [NOTE: See Connecticut General Statutes, Section 8-24.]
- B. The First Selectman may, with the approval of the Board of Selectmen, referral to the Town Plan and Zoning

Commission and subsequent approval of the Representative Town Meeting, abandon or discontinue paper streets and private ways to adjacent property owners at no transfer cost to the recipient. [NOTE: See Connecticut General Statutes, Sections 8-24 and 13a-49.]

- C. The First Selectman may, with the approval of the Board of Selectmen, referral to the Town Plan and Zoning Commission, the Board of Finance, if necessary, and subsequent approval of the Representative Town Meeting, acquire and dispose of separate properties in the same negotiation with a single party at fair market value. [NOTE: See Connecticut General Statutes, Section 8-24.]
- D. Demolition.
 - (1) The First Selectman, after approval of the Board of Selectmen and the Town Plan and Zoning Commission, may order the demolition of Town-owned buildings and structures of fewer than 5,000 square feet, except if they are wholly or partially within an historic district. [NOTE: See Connecticut General Statutes, Section 7-147d.]
 - (2) If a building or structure is within an historic district, additional Historic District Commission and Representative Town Meeting approval shall be required. [NOTE: See Connecticut General Statutes, Section 7-147d.]
 - (3) If building or structure is equal to or greater than 5,000 square feet, additional Board of Finance and Representative Town Meeting approvals shall be required.
- E. The First Selectman may negotiate with the State of Connecticut concerning condemnation proceedings brought by the state against the Town.
- F. The First Selectman may, with the approval of the Board of Selectmen, referral to the Town Plan and Zoning Commission, if there is to be a change of use, and subsequent approval of the Representative Town Meeting, negotiate property leases of three years or longer at fair market value as determined by the prevailing rates in the community for comparable property. [NOTE: See Connecticut General Statutes, Section 8-24.]
- G. The First Selectman may lease property to Townspeople for a term of fewer than three years at a fair market value as determined by local prevailing rates. Leases shall provide that the First Selectman will give not fewer than a ninety-day notice to the lessee if the Town wishes to remove the property from its rental inventory or alter the rental rate after expiration of the lease term. The First Selectman shall provide a written annual report of all short-term leases at the December Representative Town Meeting.
- H. The First Selectman may, with the approval of the Board of Selectmen, lease property to charitable or veterans' organizations for nominal consideration.

§ 35-6. Board of Education leases and rentals.

This section applies to the Board of Education's administered property for leases and rentals as stipulated below:

- A. The Board of Education may, with approval of the Town Plan and Zoning Commission and the Representative Town Meeting, negotiate leases for unneeded property for a term in excess of 12 months at fair market value as determined by the prevailing rates in the community for comparable property. [NOTE: See Connecticut General Statutes, Section 8-24.]
- B. All net proceeds after allowance for apportioned operating costs resulting from rentals subject to Subsection **A** shall be the property of the Town and shall be deposited in the Town's general fund.
- C. The Board of Education may take and receive, after referral to the Town Plan and Zoning Commission but subject to Board of Finance approval and necessary appropriation and to Representative Town Meeting approval and payment to the owner of just compensation, land which has been fixed upon as a school building site by the act of eminent domain. [NOTE: See Connecticut General Statutes, Sections 8-24 and 10-241a.]

- D. The Board of Education may not negotiate use of property that does not substantially meet all applicable state and Town zoning, building and fire codes or regulations as of the time of original occupancy or the most recent renovation.

§ 35-7. Exceptions.

- A. This chapter shall not apply to any operations of the Housing Authority.
- B. This chapter shall not apply to any operations of the Parking Authority.
- C. This chapter shall not apply to any operations of the Public Recreational Facilities Authority if and when the Representative Town Meeting creates such an authority by ordinance. [NOTE: See Connecticut General Statutes, Section 7-130a through 7-130w.]
- D. This chapter shall not apply to any operations of a quasi-public, quasi-municipal or public nonmunicipal authority or corporation that may be set up for the express purpose of administering a particular facility that receives temporary or permanent financial support from an agency of the state or the federal government.
- E. This chapter shall not apply to rentals of eight months' duration or less, including but not limited to boat storage, locker and cabana rental, reasonable charges for recreational facilities upon land acquired with a state grant, food concessions involving anticipated gross receipts of less than \$10,000 and nonprofit athletic facilities.
- F. This chapter does not apply to Board of Education leases of 12 months or fewer.
- G. This chapter has no jurisdiction over Park-Commission-managed and -controlled land as said Commission is authorized to enter into leases of any land under its control for the purpose of providing food, beverages and services to the public at Town parks and beaches upon such terms and conditions as the Commission may deem desirable, provided that no lease of any such land shall be for a period of more than five years unless otherwise approved by the Representative Town Meeting. [NOTE: See Representative Town Meeting action of February 20, 1950.]
- H. This chapter shall not apply to the acquisition of real property by the Town through the foreclosure of tax or other liens in favor of the Town or otherwise acquired in satisfaction of debts.
- I. This chapter does not apply to property easements requested or received by the Town.
- J. This chapter does not apply to the leasing of offshore shellfish grounds under the administration of the Fairfield Shellfish Commission.^[1]

[Added 3-23-1987]

[1] *Editor's Note: See Ch. 39, Shellfish Commission.*

§ 35-8. Exclusivity of leases.

[Amended 6-27-1995^[1]; 10-26-1998]

A lessee of Town-owned property may not sublet the property or assign the lease without the prior approval of the Board of Selectman and the Representative Town Meeting.

[1] *Editor's Note: This legislation was subject to referendum. No valid petition was filed.*

§ 35-9. Powers of other agencies.

Nothing contained within this chapter shall abridge the legal authority of any board, commission or agency of the Town of Fairfield to make, publish, adopt, repeal, change or amend its rules, regulations or bylaws in accordance with law.

§ 35-10. Land Acquisition Commission.

[Added 10-27-1997]

- A. The Board of Selectmen shall appoint a Land Acquisition Commission consisting of seven members and two alternates to serve terms of four years; provided, however, that at the time of first appointment, three such members and one alternate shall be appointed for a period of two years only. No more than four members and one alternate shall be members of the same political party. An alternate shall sit as a member of the Land Acquisition Commission whenever a regular member is absent or disqualified.
[Amended 1-26-1998]
- B. Powers and duties.
- (1) The Land Acquisition Commission shall:
 - (a) Expeditiously review and advise the First Selectman regarding proposed expenditures of the Land Acquisition Fund;
 - (b) Develop a comprehensive plan for acquisition of 70 acres of open space for each 1,000 inhabitants of the Town;
 - (c) Analyze all real property owned by the Town;
 - (d) Create an inventory of undeveloped real property within the Town boundaries; and
 - (e) Review requests for land acquisition by other Town governmental bodies.
 - (2) The Land Acquisition Commission may:
 - (a) Advise the First Selectman and other Town officials regarding the purchase, sale or donation of real property and related matters;
 - (b) Solicit informally the acquisition of parcels of real property by purchase or donation;
 - (c) Retain real estate professionals to appraise parcels under consideration; and
 - (d) Undertake other actions which may reasonably enhance the Town's ability to acquire open space.
 - (3) Nothing contained herein shall prevent the Land Acquisition Commission from holding closed executive sessions pursuant to and within the purview of the Connecticut Freedom of Information Act.^[1]
[1] *Editor's Note: See C.G.S. § 1-210 et seq.*

§ 35-11. Land Acquisition Fund.

[Added 10-27-1997]

- A. Pursuant to Connecticut General Statutes § 7-131r, the Town hereby establishes a Land Acquisition Fund to be used for the sole purpose of acquiring Town-owned property and property rights. The Land Acquisition Fund:
- (1) May accept donations from public and private individuals and entities.
 - (2) Shall accept contributions required by the Town Plan and Zoning Commission, the Conservation Commission and the Inland Wetlands Agency as a condition for approval of applications before such Commissions or Agency.
 - (3) May receive funds through an appropriation in the annual budget as allowed by Connecticut General Statutes § 7-131r.

- (4) As may be appropriated, receive up to 10% of the unspent balance in the Town budget for each fiscal year at the end of each such year as determined by the Chief Fiscal Officer, commencing with the fiscal year ending June 30, 1997, through the fiscal year ending June 30, 2002.
- B. Moneys paid to the Land Acquisition Fund and interest earned thereon shall be used solely by the Town for the acquisition of real property, including development rights and conservation easements by the Town, provided that all such expenditures shall be approved by all necessary Town boards and commissions and the Representative Town Meeting. The criteria for purchasing such property shall include, but not be limited to, the criteria specified in § **35-4E** of this Code and information developed pursuant to § **35-10B**.
- C. Nothing herein shall prevent or limit the Town from the purchase of real property through other channels, including, but not limited to, bonding.

§ 35-12. Designation of use of acquired land.

[Added 10-25-1999]

- A. Legislative findings. The RTM finds that there is no clear process in state statutes, the Town Charter or the Town Code for designating property as to use upon acquisition, determining administrative responsibility for such property and changing such use designation and administration, as necessary, in the future. Therefore, the RTM desires to establish such a process.
- B. Definition. For purposes of this § **35-12**, "open space" means land which may be used for any of the following purposes:
 - (1) Recreation, including, but not limited to, children's play, such as playgrounds, ice skating and sledding; land sports, such as baseball, football, soccer, tennis, track, golf and climbing; water sports, such as fishing, boating, swimming and waterskiing; and passive recreation, such as strolling, hiking, horseback riding, sitting, sunbathing, picnicking and nature study.
 - (2) Conservation, including, but not limited to, natural and scenic resources, wildlife habitat, water supply and other natural resources; the protection of soil from erosion; the conservation of historic areas; and the conservation of people and man-made structures from the dangers of floods.
 - (3) Preservation of community character, including, but not limited to, the protection and enhancement of the desirable physical and visual character of the Town and preservation of appropriate lands from future development.
- C. Designation of use.
 - (1) Property acquired before June 22, 1998. Any property acquired before June 22, 1998, which carries a designation as to use on the Town Plan and Zoning Commission Map of the Town of Fairfield Public Lands shall continue to have the use designation shown on such map.
 - (2) Property acquired after June 22, 1998, and before enactment of § **35-12**. All properties acquired by the Town through purchase or donation after June 22, 1998, and before enactment of this § **35-12** shall be designated "open space," as defined herein, unless otherwise required by state or federal law, any valid municipal law, a valid rule or regulation of the Town Plan and Zoning Commission or by a valid deed restriction on use of the property. Such property shall be administered by the commission or department specified at the time of acquisition, but if no specific designation was made, such property shall be administered by the Conservation Commission.
 - (3) Property acquired from and after enactment of § **35-12**. All property acquired by purchase or donation after the enactment § **35-12** shall be designated as directed by the RTM in the resolution authorizing the acquisition of such property, consistent with any requirements of state or federal law, any valid municipal law, a valid rule or regulation of the Town Plan and Zoning Commission or any valid deed restriction regarding the use of the property. If no other designation is made, the property shall be designated "open space," as defined in Subsection **B**, and shall be administered, subject to other

designation by the RTM, by the Conservation Commission.

- D. Change in use. If the use or administration of any Town property, including open space, as defined in Subsection **B** is proposed to be changed, such change shall be conditioned upon the approval of the RTM. The RTM may request the recommendation of the board or commission administering the property before approving the change.

City of Meriden, CT
Thursday, March 9, 2017

Chapter 41. Property Acquisition and Disposal

[HISTORY: Adopted by the Council of the City of Meriden 12-5-1966 (Ch. 27 of the 1963 Code); amended in its entirety 1-20-2004. Subsequent amendments noted where applicable.]

§ 41-1. Procedure to be followed.

Except as otherwise provided by law, whenever the City wishes to acquire or dispose of real property, it shall do so as set forth in this chapter.

§ 41-2. Administrative review.

- A. Prior to submission to the City Council for approval, each proposal to acquire or dispose of real property first shall be reviewed by an administrative group to be known as the "Economic Development Task Force."
- B. The Economic Development Task Force shall be composed of the following members: the Chairperson of the Economic Development, Housing and Zoning Committee of the City Council, or such other comparable committee of the City Council as may from time to time be created by the City Council, and the City Manager, the Director of Planning, the Director of Health and Human Services, the City Engineer, the Economic Development Director, the Community Development Director, and such other City administrative officials as may be assigned from time to time by the City Manager. The City Manager may designate another City employee to act on his behalf, from time to time.
- C. Each property acquired by the City, other than for a specific purpose or project approved by the City Council, shall be reviewed by the Economic Development Task Force. The Task Force shall recommend to the City Council that the City maintain ownership of such property or that each such property be sold or transferred and, if so, by what method and on what terms and conditions. The Task Force may recommend that such property be disposed of by transfer to a contiguous property owner or owners, by listing the property for sale with a licensed real estate agent, or by a request for proposals. The City Council may accept such recommendation or may approve the disposition of such property by a method or means other than that recommended by the Task Force, provided that in such instance the City Council shall set forth its reasons for not accepting the recommendation of the Task Force.
- D. The City Manager, or his designee, shall negotiate the sale or transfer of each property approved for disposition by the City Council and shall negotiate the acquisition of any property that the City wishes to acquire by purchase. For each such property valued by the Assessor on the last Grand List at more than \$50,000 but less than \$100,000, the City Manager or his designee shall obtain at least one opinion of value of such property from a licensed Connecticut real estate broker or appraiser. For each such property so valued at more than \$100,000, the City Manager or his designee shall obtain two appraisals from licensed Connecticut appraisers.
- E. The City Manager shall submit each proposed agreement for the sale, transfer or acquisition of such property to the Economic Development, Housing and Zoning Committee, or such other comparable committee as may be created by the City Council from time to time, for approval, together with a statement of reasons why the proposed agreement should be approved, which statement shall set forth the value of the property as determined by the opinion of value or appraisals, as the case may be. The submission by the City Manager shall remain confidential until such time as acted upon by the Committee.

Upon approval by the Committee, such proposed agreement shall be submitted to the City Council for approval.

- F. The requirements of this chapter shall be in addition to any other requirements imposed by state or local law or regulation.

§ 41-3. Sale or transfer of certain properties excepted.

With regard to any property which has a value less than \$5,000 as determined by the Assessor on the last Grand List or to property which consists of a vacant lot which may not be used or developed for building purposes, the City Manager is authorized to maintain ownership of or dispose of such property as approved by the City Council, without further approval.

Formatted as per alarms

456-1 Purpose

A.

The purpose of this chapter is to provide detail on the limitations and requirements associated with the acquisition and disposition of real property as defined in the Charter, CHAPTER 8 ACQUISITION OR DISPOSITION OF REAL PROPERTY.

B.

This chapter governs ACQUISITION OR DISPOSITION OF REAL PROPERTY including Property valued <20,000

456-2 Definitions

(for consistency with newer ordinances) copied from Charter sec 8-01 – should be included?)

(a) Definitions: The following terms shall have the meaning ascribed to them below.

(1) Real Property: The term “Real Property,” as defined herein, shall include any town-owned parcel of land, structure, or interest in such land or structures. The term Real Property shall not include parcels with an appraised value of less than \$20,000 nor leases that have terms, with options, of less than 5 years.

(2) Acquisition: The term “Acquisition” shall include, without limitation, the

- (i) Receipt of real property as a result of non-payment of taxes or property exchanges,
- (ii) Acceptance of gifts, with or without conditions,
- (iii) Acceptance of a leasehold, or (iv) Purchase of real property.

(3) Disposition: The term “Disposition” shall include the sale, exchange, abandonment, or other disposition of Real Property and shall also include any decision to permit leases of Real Property. The Disposition of Real Property shall be restricted to:

- (i) Real Property that is not needed for municipal purposes now or in the foreseeable future,
- (ii) Real Property that is required to facilitate the Acquisition of improved or unimproved Real Property for a project already funded, or
- (iii) Real Property that is not under the management of another Town Body, as provided for in this Charter.

456-3 Procedure for the acquisition of Real Property (To supplement Charter Section 8-05)

(c) In acquiring real property the following procedure shall be used:

- (1) If the property proposed to be acquired is for purposes for which a mandatory referral is required by Section 8-24 of the General Statutes, said referral shall be made before any action is taken by the Legislative Council.

(2) The Legislative Council, subject to appropriations for the specific purpose and following the recommendation of the First Selectman with the approval of the Board of Selectmen, may authorize the purchase or acquisition, including without limitation the acceptance of gifts, with or without conditions, of real property for all Town purposes. Exceptions include:

- (i) Real property acquired for non-payment of taxes,
- (ii) Real property required to be dedicated in connection with the subdivision of real property and
- (iii) Acquisition of real property for public highways and related purposes.

(3) Following a decision by the Legislative Council to acquire real property, the Board of Selectmen shall authorize an officer, board or commission to act on behalf of the Town in such acquisition.

Omitted from Charter (draft to final): The subdivision map showing said real property, restrictions and easements shall not be filed in the Town Clerk's office until all deeds, easements and restrictions have been properly executed, title is free and clear of all encumbrances, the town attorney has notified the Town Clerk that said deeds, easements and restrictions meet said conditions and accomplish the purposes for which they are required, and said deeds, easements and restrictions, except for a deed for the road which is to become a public highway, are recorded concurrently with filing the subdivision map. Approval by the commission is not subject to any right of appeal. Title to real property shall be conveyed by warranty deed. (covered adequately in charter here: "Title of said property shall be free and clear of all encumbrances that are unacceptable to the Planning and Zoning Commission." ?

456-4 Process by which to determine if property value is < \$20,000 (To supplement Charter Section 8-01(b)

(per George Benson)

1. If the transfer of land between two properties is equal then the determination of the transferred property value shall be zero.
2. If the transfer of land between two properties is not equal and there is no new conforming lot created, the value of the land shall be determined by the net increase or decrease in the **assessment** of the property.
3. If the transfer of land between two properties is not equal and results in a new lot or creates a conforming lot from a non-conforming lot, the value of the resulting properties shall be determined by an **appraisal** of the land being transferred.
4. If the Acquisition or Disposition of property involves the transfer of a lot that is in compliance with zoning regulations, the property value shall be determined by an **appraisal** of the transferred lot.

456-5 Procedure for property valued < \$20,000 (To supplement Charter Section 8)

Transferred property valued at < \$20,000 is exempt from procedures outlined in 8-05 & 8-10. The Charter does not speak to the exact procedure to follow in lieu of 8-05 & 8-10, therefore the ordinance should include specific procedures for properties valued at < \$20,000.

1. The proposed acquisition or deposition of property transfers valued at < \$20,000 shall include a review and approval of A-2 surveys and property value assessments by the Land Use Agency, with final approval of transfer by the First Selectman.

456-6 Acquisition of Road Easements – Review (To supplement Charter Sections 8-05 (b)(1) and (2))

1. Planning and Zoning Commission accepts road easements in subdivisions per 8-05 (b) (1)
2. Board of Selectmen accepts all other road easements per 8-05 (b) (2)

Notes:

Section 805 (b)(1) (Per Bob Hall; “Fixing section 8-05(b)(1) relating to the power of the planning and zoning commission to require and/or accept real property or interests in real property is very important.)

8-05

Existing Charter Excerpt: (b) The Legislative Council, subject to the availability of appropriations for the specific purpose, may authorize the Acquisition of real property with a majority consisting of at least six (6) affirmative votes. Exceptions to the power of the Legislative Council to acquire real property include the following:

- (1) The Planning and Zoning Commission shall have the power to accept on behalf of the Town all open spaces, parks, playgrounds, real property for the purpose of widening or realignment of existing public highways, conservation easements, conservation restrictions, and easements for drainage, slope or similar purposes that it requires to be provided by a subdivider as a condition of subdivision approval. Title of said property shall be free and clear of all encumbrances that are unacceptable to the Planning and Zoning Commission. 456-4 Registration duration and annual renewal

Per Bob Hall, detail to be included in ordinance should include:



TOWN OF NEWTOWN

Planning Department

3/17/17

DRAFT #2

Legislative Council – Ordinance Committee

Town Charter – Chapter 8 – Ordinance

Proposed language for ordinance to determine if property value is < \$20,000, per 8-01 (b).

1. If the transfer of land between two properties is equal then the determination of the transferred property value shall be zero.
2. If the transfer of land between two properties is not equal and there is no new conforming lot created, the value of the land shall be determined by the net increase or decrease in the **assessment** of the property.
3. If the transfer of land between two properties is not equal and results in a new lot or creates a conforming lot from a non-conforming lot, the value of the resulting properties shall be determined by an **appraisal** of the land being transferred.
4. If the Acquisition or Disposition of property involves the transfer of a lot that is in compliance with zoning regulations, the property value shall be determined by an **appraisal** of the transferred lot.

Procedure for property determined to be < \$20,000

Transferred property valued at < \$20,000 is exempt from procedures outlined in 8-05 & 8-10. The Charter does not speak to the exact procedure to follow in lieu of 8-05 & 8-10, therefore the ordinance should include specific procedures for properties valued at < \$20,000.

1. The proposed acquisition or deposition of property transfers valued at < \$20,000 shall include a review and approval of A-2 surveys and property value assessments by the Land Use Agency, with final approval of transfer by the First Selectman.

Acquisition of Road Easements - Review

1. Planning and Zoning Commission accepts road easements in subdivisions per 8-05 (b) (1)
2. Board of Selectmen accepts all other road easements per 8-05 (b) (2)

Ryan Knapp <ryan.w.knapp@gmail.com>

Ordinance Timeline

John Godin <jgodin1312@gmail.com>

Sun, Apr 9, 2017 at 8:29 PM

To: Ryan Knapp <ryan.w.knapp@gmail.com>Cc: Mary Ann Jacob <mjacob4404@charter.net>, june.sgobbo@charter.net

Chairman Knapp,

We will be targeting a June 1st completion date for the Board of Finance's Senior Property Tax Relief Review (and subsequent recommendations, if any). I will let you know well in advance if that time may slip.

Feel free to reach out to me if you have any questions.

Best,

John

On Mar 8, 2017, at 6:04 PM, Ryan Knapp <ryan.w.knapp@gmail.com> wrote:

[Quoted text hidden]

> <[20170306_Ordinance to BOF_Timeline.docx.pdf](#)>