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**TOWN OF NEWTOWN**  
**TOWN OF NEWTOWN LEGISLATIVE COUNCIL MEETING**  
**WEDNESDAY, JULY 16, 2014**  
**NEWTOWN MUNICIPAL CENTER, NEWTOWN, CT**

**PRESENT:** George Ferguson, Lisa Romano, Joe Girgasky, Bob Merola, Neil Chaudhary, Mary Ann Jacob, Dan Amaral, Anthony Filiato, Phil Carroll, Dan Honan.

**ABSENT:** Ryan Knapp, Paul Lundquist

**ALSO PRESENT:** First Selectman Pat Llodra, Finance Director Bob Tait, 2 Public

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

**VOTER COMMENT:** None

**MINUTES:** MR. FERGUSON MOTIONED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JUNE 18, 2014. SECOND BY MR. CARROLL. MOTION APPROVED. Ms. Jacob and Mr. Merola abstained.

**COMMUNICATIONS:** Ms. Jacob reports Jeff Capeci was elected Chair of the Charter Revision Commission and Bob Hall was elected Vice-Chair. Their first public hearing will be on July 28<sup>th</sup> at 7PM in Council Chambers. She thanked Mr. Ferguson and Mr. Lundquist for running the charter change and interview committees.

**COMMITTEE REPORTS:** None

**NEW BUSINESS:**

**MEMORIAL SIDEWALK:** NEIL MOTIONED TO APPROVE A RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION IN THE AMOUNT OF \$193,005.00 TO BE FUNDED FROM THE SANDY HOOK SPECIAL REVENUE FUND "S.H. MEMORIAL SIDEWALK" DONATION ACCOUNT 133-05-000-4550-4025 AND PARKS AND REC DONATIONS FOR THE SAME PURPOSE OF BUILDING A MEMORIAL SIDEWALK. SECOND BY MR. FERGUSON. Mrs. Llodra reports the initiative was started by Dr. Tom Draper with the idea of connecting SHS to the flagpole to communicate to residents that we are one town. A special fund was created under the Sandy Hook special revenue account. The Drapers have been the primary contributors toward Phase 1. This section of sidewalk is on the same side as The Bee, from Main St. and heading down Church Hill Rd. It is costly because of the topography. Bids have gone out and project was award to the lowest bidder. Mr. Amaral asked what is going to keep the project going. Mrs. Llodra will have Mr. Benson come and talk about the entire plan. Drapers want to fill in gaps where sidewalks are missing and will be doing fund raising. Mr. Amaral asked if there are sidewalks in the Edmond Rd. plan. Mrs. Llodra said the state

has included sidewalks in their plans. Sidewalks are also part of the Sandy Hook project.

**UNANIMOUSLY APPROVED.** *See Attached.*

**DANBURY HALL: NEIL MOTIONED TO APPROVE A RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION IN THE AMOUNT OF \$45,000 FOR REMEDIATION AND DEMOLITION OF DANBURY HALL LOCATED ON THE FAIRFIELD HILLS CAMPUS IN THE TOWN OF NEWTOWN, CONNECTICUT AS AUTHORIZED IN THE CAPITAL IMPROVEMENT PROGRAM (2013-14 TO 2017-2018, INCLUSIVE) AND AUTHORIZING THE USE OF \$45,000 IN CAPITAL NON RECURRING FUNDS (FUND 144) TO MEET SAID SPECIAL APPROPRIATION. SECOND BY MR. FERGUSON.** Mrs. Llodra said we received an EPA brownfields grant about one year ago and they have been working on the abatement and demolition of the 8 white houses and Danbury Hall. A contractor has completed the abatement process on 2 of the houses. The company determined the cost to abate was higher than anticipated due to extensive contamination. Mrs. Llodra said they chose to terminate the contract rather than pay a \$65,000 increase, so the work could be bid using the state bid list. The EPA grant must be used by October 1<sup>st</sup> or we lose it. The abatement process is going to cost more than anticipated. She is asking to increase the amount of money we have available by \$45,000 so we don't lose the \$200,000. There are 2 protocols for disposing of contaminated materials. Depending on which protocol the EPA allows us to use, we may not have enough money to demolish Danbury Hall. Mr. Tait reports the \$250,000 from the town has been authorized for bonding. The \$45,000 is from the capital non-recurring account, undesignated. **UNANIMOUSLY APPROVED.** *See Attached.*

**TRANSFERS:**

**PARKS & REC CONTRACT: MR. CHAUDHARY MOTIONED TO APPROVE A 2014-2015 TRANSFER \$23,595.00 FROM CONTINGENCY (1-101-24-570-5899-0000) TO SALARIES & WAGES-FULL TIME (1-191-16-550-5510-0000) \$21,918.00 AND SOCIAL SECURITY CONTRIBUTIONS (1-101-16-550-5220-0000) \$1,677.00. SECOND BY MR. FERGUSON.** Mrs. Llodra reports this is for Parks & Rec maintainers. It has a commitment for all new hires to be in a defined contribution program, not a defined benefit program. **APPROVED.** *See Attached.*

**MR. CHAUDHARY MOTIONED TO APPROVE A 2014-2015 TRANSFER \$17,615.00 FROM CONTINGENCY (1-101-24-570-5899-0000) TO OTHER EXPENDITURES (1-101-11-105-5800-0000). SECOND BY MR. FERGUSON.** Mrs. Llodra reports this is phase 1 of a 3 phase strategic planning process for municipal facilities. The goal is the highest and best use of our buildings. It also layers in the enrollment and space needs study the school is doing. Dr. Erardi is in favor of this being a municipal project not 2 separate ones. Mrs. Llodra has asked the contractor, Diversified, to concentrate on Town Hall South, the Multipurpose Building on Riverside Rd. and Hook & Ladder. They will create an inventory of municipal buildings. Mr. Amaral asked if we have no use for a building if we can sell it. Mrs. Llodra said that is part of what is to be examined. Ms. Jacob noted she thought it is important for a member of the Board of Finance and the Council to be part of the advisory committee. Mrs. Llodra will bring the suggestion to the Board of Selectmen. Ms. Jacob is concerned while there is talk about the plans coming together they are still 2 different plans with 2 different companies looking at building usage. Will the schools be included in phase 2 of the plan? Mrs. Llodra said that is likely. Dr. Erardi has to have conversations with the Board of Ed. There will be modifications to phase 2 based on what is learned in phase 1. **APPROVED.** *See Attached.*

**MR. CHAUDHARY MOTIONED TO APPROVE A 2014-2015 TRANSFER \$27,227.00 FROM CONTINGENCY (1-101-24-570-5899-0000) AND \$39,943.00 FROM SALARIES & WAGES – OVERTIME (1-101-12-300-5130-0000) TO SALARIES & WAGES – FULL TIME (1-101-13-300-5110-0000) \$59,883.00, SOCIAL SECURITY CONTRIBUTIONS (1-101-12-300-5220-0000) \$1526.00, SALARIES & WAGES – FULL TIME (1-101-13-310-5110-0000) \$5352.00 AND SOCIAL SECURITY CONTRIBUTIONS (1-101-13-310-5220-0000) \$409.00.**

**SECOND BY MR. FERGUSON.** Mrs. Llodra reports this is for the dispatch two year contract and is retroactive to July 1, 2013. One of the biggest changes is moving from a 12 hour workday to an 8 hour workday. This reduced overtime and created a better work environment. **APPROVED. See Attached.**

**MR. CHAUDHARY MOTIONED TO APPROVE THE TRANSFERS INCLUDED 2013-2014 YEAR END DETAILED TRANSFERS TOTALING \$195,550. See Attached. SECOND BY MS. ROMANO.** Mr. Tait reports these are typical year end transfers. There were higher than usual fees in legal and land use. **APPROVED.**

**MR. CHAUDHARY MOTIONED TO MOVE THE ORDINANCE REGARDING ADOPTION OF CONNECTICUT GENERAL STATUTES 4-124I TO 4-12P TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS TO ORDINANCE COMMITTEE. SECOND BY MR. FERGUSON.** Mrs. Llodra reports there has been an initiative by the state of Connecticut to reduce the number of planning regions. Newtown is part of HVCEO, a 10 town planning region. The Moore Commission, looking for ways to increase efficiencies among municipalities, has executed this idea to reduce the number of regions. HVCEO is combining with SWRPA (Greenwich, Stamford, Westport, Norwalk area) and will be a 19 town region. To do so is a legislative act requiring an ordinance. **APPROVED. See Attached.**

**MR. CHAUDHARY MOTIONED TO REFER THE MATTER OF SETTING THE ASSET CAP FOR SENIOR TAX RELIEF TO ORDINANCE COMMITTEE. SECOND BY MR. FERGUSON.** Mr. Ferguson would like the full council to have the discussion because it involves the asset test which he does not think the town has the resources to do correctly. Ms. Jacob would like the ordinance committee to gather the research so the council can have a good discussion. **APPROVED.**

**VOTER COMMENT:** None

**ANNOUNCEMENTS:** None

**ADJOURNMENT:** There being no further business, the meeting adjourned at 8:40pm.

Respectfully Submitted,

Carey Schierloh,  
Recording Secretary

*These are draft minutes and as such are subject to correction by the Legislative Council at the next regular meeting. All corrections will be determined in minutes of the meeting at which they were corrected.*

Attachments: Memorial Sidewalk, Danbury Hall, Transfers, Ordinance



**TOWN OF NEWTOWN**  
PUBLIC WORKS DEPARTMENT

To: Robert Tait, Finance Director  
From: Fred Hurley, Public Works Director  
Re: Danbury Hall Remediation Funds Shortfall  
Date: 7/14/14

A handwritten signature in black ink, appearing to read 'Fred Hurley', is written over the 'From:' line of the letterhead.

The remediation project for Danbury Hall needs additional funds to complete the remediation portion of the overall project. There will be an additional funding request for demolition which will follow at a later date. The remediation portion must continue to move forward however to preserve the EPA funds which must be consumed by October. The current projected schedule for remediation puts that item into September, if there are no further delays.

Current Available Funds:	\$200,000 EPA
	\$250,000 Town
	\$20,000 Fairfield Hills
Total	\$470,000

Expended To Date:	\$95,146
Remaining Balance:	\$374,854
Required For Completion:	\$399,600 Vendor
	\$15,400 Environmental Oversight
Total	\$415,000

Shortfall: \$415,000 - \$374,854 = \$40,146  
Recommendation: Transfer \$45,000 to meet current obligation.

TOTAL COST:  
\$95,146 to date  
\$399,600 remediation  
\$15,400 oversight  
\$4,854 contingency  
\$515,000

- A RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION IN THE AMOUNT OF \$ 193,005.00 TO BE FUNDED FROM THE SANDY HOOK SPECIAL REVENUE FUND "S.H. MEMORIAL SIDEWALK" DONATION ACCOUNT 133-05-000-4550-4025 AND PARKS & RECREATION DONATIONS FOR THE SAME PURPOSE FOR THE PURPOSE OF BUILDING A MEMORIAL SIDEWALK.

THE MEMORIAL SIDEWALK - The design will focus on extending the street scene improvements from the intersection Church Hill Road and Main Street (flagpole) to a point connecting to the existing sidewalks on north side of Church Hill Road. (300 feet) The design shall incorporate all streetscape elements including but not limited to grading, curbing, sediment and soil erosion controls, sidewalks, landscaping, driveways, ADA crosswalk surfaces and painted/raised crosswalks, lighting & electrical conduits, retaining walls, demolition of existing sidewalks and curbing, removal of shrubbery or other elements as deemed necessary by the consultant and/or together with the staff and possibly with consultation of the oversight committee and property owners.

**TOWN OF NEWTOWN  
APPROPRIATION (BUDGET) TRANSFER REQUEST**

FISCAL YEAR 2014 - 2015 DEPARTMENT Selectmen DATE 6/17/14

	<u>Account</u>	<u>Amount</u>	
FROM:	<b>1-101-24-570-5899-0000</b> CONTINGENCY	<b>(23,595.00)</b>	USE NEGATIVE AMOUNT
	.		
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	.		
	.		
TO:	<b>1-101-16-550-5110-0000</b> SALARIES & WAGES - FULL TIME	<b>21,918.00</b>	USE POSITIVE AMOUNT
	<b>1-101-16-550-5220-0000</b> SOCIAL SECURITY CONTRIBUTIONS	<b>1,677.00</b>	
	.		
	.		

**REASON:** PARKS & RECREATION NEGOTIATED UNION CONTRACT (2014-15 TO 2016-17) :

2014-15

10 UNION EMPLOYEES  
1.9% WAGE INCREASE  
\$1,350 SALARY ENHANCEMENT

EMPLOYEE MEDICAL PREMIUM COST SHARE INCREASES FROM 10% TO 11%

**AUTHORIZATION:** \_\_\_\_\_ date: \_\_\_\_\_

(1) DEPARTMENT HEAD N/A \_\_\_\_\_

(2) FINANCE DIRECTOR Robert T. A. 6/17/14

(3) SELECTMAN E. P. L... \_\_\_\_\_

(4) BOARD OF SELECTMEN James O. ... \_\_\_\_\_

(5) BOARD OF FINANCE \_\_\_\_\_

(6) LEGISLATIVE COUNCIL \_\_\_\_\_

AUTHORIZATION SIGN OFF

FIRST 335 DAYS >>>>WITH IN A DEPT.>>>>LESS THAN \$50,000>>>> (1), (2) & (3) SIGNS OFF; MORE THAN \$50,000>>>> (1), (2), (3) & (5)  
>>>>ONE DEPT TO ANOTHER>>>>LESS THAN \$200,000>>>>ALL EXCEPT (6); MORE THAN \$200,000>>>>ALL SIGN OFF

AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6) ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF

TOWN OF NEWTOWN

PARKS & RECREATION 2014-15 TO 2016-17 UNION CONTRACT IMPACT STATEMENT

• NUMBER OF EMPLOYEES IN UNION – 10

• WAGES

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
PERCENT WAGE INCREASE	1.9%	1.9%	1.9%
WAGE ADJUSTMENT (per employee)	<u>\$1,350</u>	<u>\$1,325</u>	<u>\$1,325</u>
GRAND TOTAL EFFECT ON THE BUDGET	\$21,861		
ROUNDING ADJUSTMENT	<u>57</u>		
	<u>\$21,918</u>	\$22,259	\$22,671
 SOCIAL SECURITY	 <u>\$1,677</u>	 \$1,703	 \$1,735

• MEDICAL INSURANCE BENEFIT

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
EMPLOYEE COST SHARE	10%	11%	11%	12%
GRAND TOTAL INCREASED EMPLOYEE CONTRIBUTION		\$2,225	\$2,403	\$5,191

• INCENTIVE TO WAIVE MEDICAL BENEFIT

- 2014-15 ANNUAL EQUIVALENT MEDICAL PREMIUM RATES:
  - SINGLE \$9,376
  - DUAL \$20,100
  - FAMILY \$25,475
- EMPLOYEE GETS A \$3,000 ANNUAL PAYMENT IF THEY WAIVE THE ABOVE MEDICAL BENEFIT

• DEFINED CONTRIBUTION PLAN FOR NEW HIRES

- INITIALLY NO COST SAVINGS
- LONG TERM - ELIMINATES THE UNCERTAINTY OF THE FLUCTUATION IN THE INVESTMENT MARKET
  - NEWTOWN'S CONTRIBUTION TO THE BENEFIT WILL BE A CONSTANT 5% OF PAYROLL

**TOWN OF NEWTOWN  
APPROPRIATION (BUDGET) TRANSFER REQUEST**

FISCAL YEAR 2014 - 2015 DEPARTMENT Selectmen DATE 7/7/14

	<u>Account</u>	<u>Amount</u>	
FROM:	<b>1-101-24-570-5899-0000 CONTINGENCY</b>	<b>(17,615.00)</b>	USE NEGATIVE AMOUNT
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TO:	<b>1-101-11-105-5800-0000 OTHER EXPENDITURES</b>	<b>17,615.00</b>	USE POSITIVE AMOUNT
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REASON: FOR A MUNICIPAL BUILDING STRATEGIC PLAN - PHASE I - PLAN PREPARATION  
SEE ATTACHED

AUTHORIZATION: \_\_\_\_\_ date: \_\_\_\_\_

(1) DEPARTMENT HEAD \_\_\_\_\_

(2) FINANCE DIRECTOR *[Signature]* 6/24/14

(3) SELECTMAN \_\_\_\_\_

(4) BOARD OF SELECTMEN *[Signature]* \_\_\_\_\_

(5) BOARD OF FINANCE \_\_\_\_\_

(6) LEGISLATIVE COUNCIL \_\_\_\_\_

AUTHORIZATION SIGN OFF

FIRST 335 DAYS >>>>WITH IN A DEPT.>>>>LESS THAN \$50,000>>>> (1), (2) & (3) SIGNS OFF; MORE THAN \$50,000>>>> (1), (2), (3) & (5)  
>>>>ONE DEPT TO ANOTHER>>>>LESS THAN \$200,000>>>>ALL EXCEPT (6); MORE THAN \$200,000>>>>ALL SIGN OFF

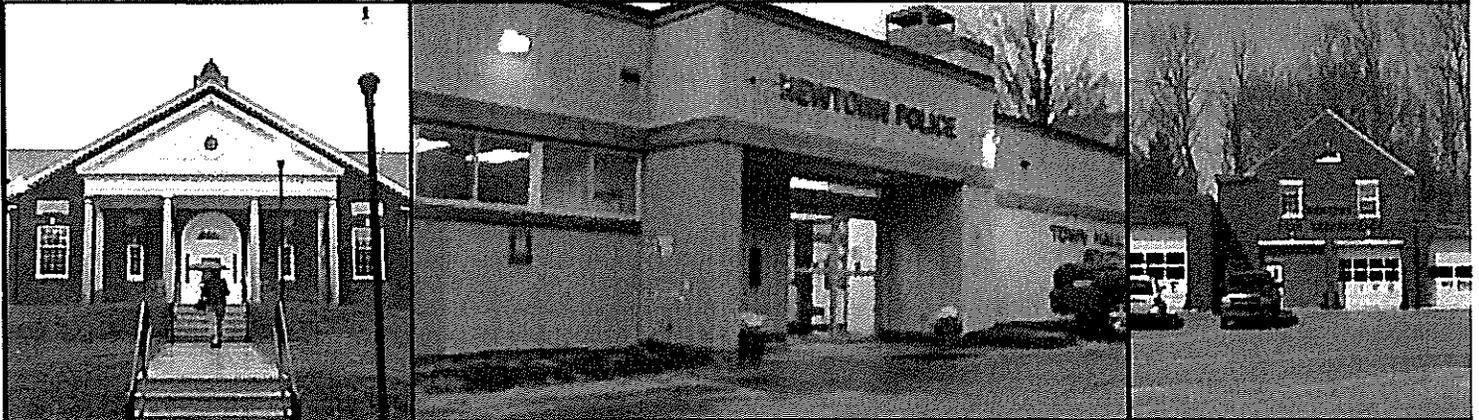
AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6) ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF



Newtown  
CONNECTICUT

# Program Management Proposal Town of Newtown, CT Municipal Buildings Strategic Plan

06/02/2014



Knowledge to *Plan*

Strength to *Build*

Experience to *Move*

DIVERSIFIED  
PROJECT MANAGEMENT



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

# Project Approach

At Diversified Project Management (DPM) we possess the requisite project experience and proven processes to properly and effectively provide Program Management services to the Town of Newtown and the Board of Selectmen for the development of a long-range Municipal Buildings Strategic Plan. This proposal and the associated scope of services are specifically designed to respond to the current and future needs of the Town and provide structure to an iterative planning process. Our project approach and fee proposal is based on phases of work as identified below:

Phase 1 – Preliminary Building Inventory, Formation of an Advisory Committee and Consultant Team Selection

Phase 2 – Research and Assessment of Facilities and Town Functions

Phase 3 – Development and Acceptance of a Written Strategic Plan Document

In each phase DPM will provide program management and reporting to the Board of Selectmen and an appointed Advisory Committee. Assigned to the project will be Geralyn Hoerauf, AIA, Sr. Project Manager. Geralyn will be supported by the DPM project management staff as required. Executive support and oversight of the team will be provided by Mark DuPre' Assoc AIA, Project Executive. We expect to keep this team in place throughout the process of the project.

Diversified ensures a collaborative, process-driven approach to ensure all projects are delivered on time and within budget. We understand that our role is to be the team builder and facilitator to ensure proper communications and clarity throughout the process. We have assembled a dedicated project management team that will allow us to focus on the needs of the community, the staff, and elected officials of the Town of Newtown. Furthermore, DPM will orchestrate the communications and input of all those involved to create a clear and concise project scope.

On behalf of the Town of Newtown, under Phase I services, DPM will develop a preliminary Project Timeline, compile an initial inventory of municipal buildings, manage the professional services Request for Qualifications (RFQ) process, and advise on all activities related to the selection of the consultant team. Once the team has been assembled, DPM will:

- Validate the project budget
- Monitor all building investigation activities
- Manage the Space Needs programming process
- Coordinate Scheduling and Reporting
- Oversee the development of recommendations from the consultant team
- Facilitate Advisory Committee discussions
- Integrate other historical and concurrent building needs assessments
- Guide the Advisory Committee in determining the final Strategic Plan

Throughout the project, we will conduct and manage weekly project meetings of the Consultant Team to establish accountability, manage the budget and drive the schedule. DPM will also meet every as required with the Strategic Plan Advisory Committee and will report periodically to both the Board of Selectman and the Newtown community.

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

Paul Cardile  
Director of Project Management  
CIGNA

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

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

## Staffing Plan

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DPM's staff is comprised of Design and Construction professionals whose involvement and experience in the Design and Construction industry averages twenty-two years. As mentioned earlier, our team for this project consists of Mark M. DuPre', Project Executive, ASHE, MCCPO, Assoc AIA, as your executive oversight. The team leader will be Geralyn Hoerauf, Sr. Project Manager, AIA. Geralyn will lead the team and be the primary contact for the Town of Newtown and the Board of Selectmen (BoS). Geralyn will run weekly project meetings, distribute meeting notes to establish accountability and track all deliverables. She will also be responsible for all communication and will track the schedule and budget. Mark DuPre' will provide ongoing assistance with the contract negotiations, budget and schedule review and conflict resolution as required. DPM may enlist the support of other DPM staff as resources from time to time, based on the activity.

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

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

Kevin Kimball  
Director of Purchasing  
General Dynamics

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

John Ferrari  
Vice President of Real Estate  
OneBeacon Insurance

## Scope of Services

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We will work closely with Newtown to customize our services to meet your needs. The following scope outlines our understanding of the project:

- A. Phase 1: Plan Preparation:**
1. Preliminary Building Inventory
    - a. Gather physical documentation, plans, reports, maintenance records on Town-owned properties
    - b. Create comprehensive tabulation of Town facilities, including size, age, location, use
  2. Initial Budget and Schedule
    - a. Confirm and define potential phases of the project
    - b. Incorporate phasing into preliminary project timeline
    - c. Develop budget to include all professional fees and related costs
  3. Formation of Advisory Committee (AdvCom)
    - a. Assist the Board of Selectmen with the formation of AdvCom
    - b. Outline a Facilities Assessment process and review the preliminary building inventory with the AdvCom
    - c. Meet with AdvComm to develop project structure and scope
    - d. Develop alternative timelines and potential phasing
    - e. Provide all staffing and administrative functions to the AdvCom
  4. Facilitate selection of professional Consultant Team
    - a. Develop and issue Requests for Qualifications (RFQ) for Facilities Condition Assessment Companies, and/or architect/engineer/contractor teams
    - b. Manage RFQ response process; process and answer all questions during the response period; receive all RFQ responses
    - c. Manage interview process, including development of interview questionnaires and tabulating interview evaluations
    - d. Issue RFPs for fee proposals
    - e. Tabulate and analyze RFP responses
    - f. Collaborate with the Board of Selectmen on the selection of the consultant team
  5. Assist with Contract Award Process between the Town of Newtown and the Consultant:
    - a. Review and finalize project scope
    - b. Recommend contract form and review with Town Attorney
    - c. Communicate all project requirements to the Consultant Team

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

*Roland S Barrie  
Facilities & Project Management  
Fleet National Bank*

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

*Wendy A. Quinn  
Purchasing Director  
American Cancer Society*

## Scope of Services

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

- B. Phase 2: Research and Assessment of Facilities and of Town Uses**
1. Facilities Condition Assessments
    - a. Manage consultant work in assessing the physical conditions of identified properties and assigning cost estimate values to recommended improvements
    - b. Monitor schedule and facilitate meetings and information gathering
    - c. Review interim reports and suggest revisions as necessary
    - d. Facilitate AdvCom understanding and review of draft deliverables
  2. Space Needs Programs
    - a. Assist the AdvCom in identifying Town departments to analyze
    - b. Coordinate Consultant Team's efforts in the generation of space needs programs, including the identification of growth/consolidation projections
    - c. Monitor schedule and facilitate meetings and information gathering
    - d. Review interim reports and suggest revisions as necessary
    - e. Facilitate AdvCom understanding and review of draft deliverables
  3. Additional Consultants
    - a. Determine whether additional disciplines are required to produce a comprehensive planning document
    - b. Advise the AdvCom and Board of Selectmen of any additional resources required
    - c. Revise budget and timelines, if necessary
    - d. Coordinate the selection of additional resources and integrate into project team
    - e. Manage consultant work
  4. Communications and Reporting
    - a. Attend all AdvCom meetings and facilitate reviews, discussions and evaluations; assist with scope revisions, as information is gathered
    - b. Periodically report progress to the Board of Selectmen
    - c. Report project progress at public meetings as requested.
    - d. Coordinate with other Town Boards, Commissions and Departments as required
    - e. Distribute interim written reports
- C. Phase 3: Municipal Buildings Strategic Plan**
1. Development of Draft Strategic Plan Document
    - a. Manage consultant work to integrate Facility Conditions Assessments with Space Needs Programs and other documentation
    - b. Ensure consultant recommendations address Town needs and respond to other planning efforts such as the CIP
    - c. Facilitate development of "best use" plan for all Town-owned buildings, considering space available, location, cost to renovate, cost to replace

# Scope of Services

- d. Assist AdvCom in evaluating consultant team recommendation
- 2. Direct consultant team to re-evaluate and revise plan recommendations at the direction of the AdvCom
  - a. Report on draft Strategic Plan to the Board of Selectmen
  - b. Continue to manage consultant team through iterative drafts of a Strategic Plan
- 3. Development of Final Municipal Buildings Strategic Plan Document
  - a. Coordinate consultant team in the production of a final, approved Municipal Buildings Strategic Plan
- 4. Communications and Reporting
  - a. Attend all AdvCom meetings and facilitate reviews, discussions and evaluations; assist with scope revisions, as information is gathered
  - b. Periodically report progress to the Board of Selectmen
  - c. Report project progress at public meetings as requested.
  - d. Coordinate with other Town Boards, Commissions and Departments as required
  - e. Distribute final written report

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

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

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

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

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

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



# Assumptions

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## Assumptions

1. DPM's project involvement for Phase 1 will run from 6/2/14 to 9/3/2014. Other phases and schedules will be confirmed prior to commencement of future services.
2. If required, the Town of Newtown will provide DPM with a suitable on site workplace area to include:
  - a. Internet access
  - b. Telephone with voice mail
  - c. Email & computer network
  - d. Copier and other office support services as necessary.

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

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

# Fees, Terms and Conditions

**TIMELINE:** 6/2/14 to 9/3/2014

**FEES:** Based on the scope and schedule listed for Phase 1, Plan Preparation, DPM proposes to provide the services listed in Phase 1 at an hourly rate according to the fee schedule below. Fee for this phase is *estimated* to be approximately \$17,615.00 (Seventeen Thousand, Six Hundred and fifteen dollars).

The scope and fee of future phases will be proposed in advance of phase commencement. No work outside the scope listed herein will be completed without a written and signed approval from the Town of Newtown. The matrix below identifies DPM Hourly Personnel Rates for tasks requested or assigned within the defined scope or schedule.

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

*-Tom Rrelly  
Vice President of Operations  
EDC*

### Town of Newtown, Municipal Buildings Strategic Plan

Date Range	No. Wks.	Mark DuPre'		Geraldyn Hoerauf		Asst Proj Mgr		TOTALS
		Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	Hrs. Week	Total Hrs.	
Phase 1 Plan Preparation 6/1/2014 8/31/2014	13	1	13	8	104	0	0	\$17,615
Phase 2 Research and Assessment of Facilities and of Town Uses 8/31/2014 11/23/2014	12	1	12	8	96	0	0	\$16,260
Phase 3 Municipal Buildings Strategic Plan 11/23/2014 2/1/2015	10	1	10	8	80	0	0	\$13,550
<b>Total Hrs.</b>			35		280		0	315
<b>Cost / Hr.</b>			\$179		\$147		\$109	
<b>Cost PP.</b>			\$6,265		\$41,160		\$0	\$47,425

**2014 Hourly Personnel Rates**

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

Miscellaneous out-of-pocket expenses will be billed at cost plus 10%. These may include photographs, travel, parking, mailings, document reproductions, etc. Other items will be billed as follows: photocopies \$0.10/pp., mileage at the current IRS

## Fees, Terms and Conditions

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rate, color prints at \$0.20 for letter and legal sizes, plots at \$2.00 -\$40.00 depending on size.

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

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DPM Signature / Date

Bill Clegg, Vice President  
DPM Hartford

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First Selectmen / Date

Patricia Llodra, First Selectmen  
Newtown, Ct

# Fees, Terms and Conditions

## TERMS & CONDITIONS

1. **Diversified's Services:** DPMCT, Inc. dba Diversified Project Management ("Diversified") has agreed to provide certain project management and advisory services to Client ("Project Management Services"). In rendering its Project Management Services, Diversified shall make every reasonable effort to perform them in a well-organized, efficient and timely manner consistent with the requisite skill care indicated to accomplish its work. Client understands and acknowledges that although Diversified may employ and manage its own personnel and independent contractors who may have various licenses and professional or industry qualifications, Diversified does not provide professional or any other licensed services, real estate or insurance brokerage services, architectural, engineering or construction services ("Professional Services"). Although Diversified may perform Project Management Services at Client's site, it is understood and agreed that Diversified shall have no control over, or be considered in charge of, construction means, methods, techniques, sequencing or procedures, nor shall Diversified be responsible for suggesting, implementing or monitoring safety precautions or programs. Responsibility for the acts and omissions of others on the project site, such as architects, engineers, contractors, vendors, Client's own personnel and the employees, agents of any of the foregoing shall be that of the respective parties. Diversified shall act as Client's agent with full authority on Client's behalf for all matters incidental to the Project Management Services to which this instrument relates. Diversified may engage the services of other persons or entities on behalf of Client, but such persons and entities shall be deemed engaged and managed by Client.
2. **Cooperation:** Diversified shall at all times have access to the project site, and may visit the project site as it deems necessary. Client shall furnish Diversified, at no cost, with such plans, surveys, studies, tests and any other documents as will assist Diversified in accomplishing its work. Client understands and agrees that it must obtain all permits, licenses, landlord consents, union approvals and all other permissions necessary for Diversified's performance of Project Management Services, it being agreed that Client and/or its architects, engineers, other consultants, contractors, and subcontractors are responsible for applying for obtaining, keeping in force and assuring compliance with all such permits as well as for the necessary final inspections, occupancy permits and the like to satisfy the requirements of such permits and all laws, regulations, codes and ordinances and or bylaws relating thereto. Further, Client acknowledges that Diversified does not render legal or code compliance advice and all such matters are entirely the responsibility of the Client and/or its other consultants. Client agrees and warrants that it will not ask or require Diversified to do anything that would be contrary to the requirement of any permit, law, regulation, ordinance, bylaw, code or judicial or administrative order applicable to Diversified's performance of Project Management Services.
3. **Fees and Payment:** The Client shall pay Diversified for its services and reimbursable costs in accordance with the fees and cost provisions stipulated in other provisions of this Agreement. Billing shall be monthly and payment shall be due within 30 days. Interest will accrue daily, after 30 days at an annual rate of eighteen percent (18%) or, if less, the highest rate of interest allowable by law. Diversified reserves the right to increase its hourly billing rates in January of each year.
4. **Default and Termination:** This agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. In the event of termination, (a) Diversified will be entitled to immediate payment for all services it has rendered to Client and for all reimbursable expenses, and (b), Diversified shall not be liable for delays or damages that result to the Client by virtue of the termination or suspension of Diversified's services prior to completion of its work. In no event shall either party be liable for indirect, consequential, multiple, punitive or magnified damages, any right to which each party hereby waives to the maximum extent permitted by law. Client agrees that its damages for a breach by Diversified shall be in all cases limited to the lesser of (a) its actual damages, or (b) a refund of all sums paid to Diversified hereunder, for the specific portion of the project in question.
5. **Diversified's Status:**
  - 5.1. **Independent Contractor:** In providing Services hereunder, Diversified shall act as an independent contractor and not as a partner or joint venturer with Client. With regard to the provision of Project Management Services, Diversified shall have control over the means used to provide Project Management Services. With regards to the provision of Professional Services, Client shall have control over the party providing such services.
  - 5.2. **Employees, Contractors, Agents and Subcontractors:** Diversified and Client shall each (i) be solely responsible for the direction and control of their own employees, contractors, agents and subcontractors, (ii) be solely responsible for wages, salary, payroll taxes, workers compensation, withholding taxes and other forms of compensation payable to their employees, contractors, agents and subcontractors, and (iii) indemnify the other and hold the other harmless against any and all claims or liabilities, including reasonable attorneys fees, that may arise from the acts or omissions of their own employees, contractors, agents and

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

*-Mike Ristano  
Vice President of Finance  
Advent International*

## Fees, Terms and Conditions

subcontractors, except to the extent the same is caused by the negligence or willful misconduct of the indemnified party or persons for whom the indemnified party is legally responsible.

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

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

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

## Company Profile & Qualifications

### ***Firm Overview***

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

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

We are uniquely qualified for your project because of our:

◆ **Objectivity:** We work exclusively as an Owner's Representative and do not have the conflict of interest of providing construction, architectural or other services. Because of this, we are able to objectively and fairly represent our clients' best interests.

◆ **Proven Process:** We have developed a Standard Operating Procedures manual with corresponding project management tools and templates that ensure measurable, repeatable, high-quality results for our clients. Each staff member participates in in-house training to ensure consistency between all projects.

◆ **Dedicated Professionals:** Diversified is one of the largest project management firms in New England with over 60 full time professionals. We have offices in Boston, MA, Hartford & Stamford, CT and Providence, RI and our staff is comprised of professionals with experience in real estate, architecture, engineering, interior design, space planning, FF&E coordination, move planning, construction and facilities management.

◆ **Qualifications & Experience:** Since our inception, we have managed hundreds of projects totaling millions of square feet in the private and public sectors. We specialize in providing management and oversight of the planning, design, construction and relocation process for facilities, real estate and capital construction projects. Our services include:

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

### Knowledge to *Plan* . . .



### Strength to *Build* . . .



### Experience to *Move* . . .



## Company Profile & Qualifications

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

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

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

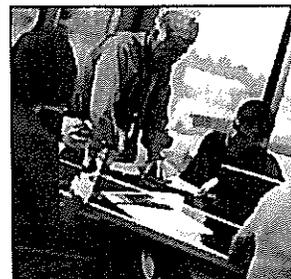
### **Stability & Professional Development**

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

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

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

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



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

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

## Company Profile & Qualifications

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### ***Technology & Process***

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

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

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

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

*-Rick Willet  
CEO  
Ascend Learning*

**TOWN OF NEWTOWN  
APPROPRIATION (BUDGET) TRANSFER REQUEST**

FISCAL YEAR 2014 - 2015 DEPARTMENT Selectmen DATE 7/7/14

	Account	Amount	
FROM:	1-101-24-570-5899-0000CONTINGENCY	(27,227.00)	USE NEGATIVE AMOUNT ↓
	1-101-12-300-5130-0000SALARIES & WAGES - OVERTIME	(39,943.00)	
TO:	1-101-12-300-5110-0000SALARIES & WAGES - FULL TIME	59,883.00	USE POSITIVE AMOUNT ↓
	1-101-12-300-5220-0000SOCIAL SECURITY CONTRIBUTIONS	1,526.00	
	1-101-12-310-5110-0000SALARIES & WAGES - FULL TIME	5,352.00	
	1-101-12-310-5220-0000SOCIAL SECURITY CONTRIBUTIONS	409.00	

**REASON:** DISPATCH CONTRACT 2013-14 TO 2014-15  
  
 1.9% FOR 2013-14; 1.9% FOR 2014-15  
 NET CHANGE TO ECC WAGES = 59,883 - 39,943 = 19,940 (WAGES OFFSET BY OT SAVINGS)  
  
 MEDICAL BENEFIT COST SHARE FROM 11% TO 12%

**AUTHORIZATION:** \_\_\_\_\_ date: \_\_\_\_\_

(1) DEPARTMENT HEAD \_\_\_\_\_

(2) FINANCE DIRECTOR [Signature] 7/3/14

(3) SELECTMAN \_\_\_\_\_

(4) BOARD OF SELECTMEN [Signature] 7/7/14

(5) BOARD OF FINANCE \_\_\_\_\_

(6) LEGISLATIVE COUNCIL \_\_\_\_\_

AUTHORIZATION SIGN OFF

FIRST 335 DAYS >>>>WITH IN A DEPT.>>>>LESS THAN \$50,000>>>> (1), (2) & (3) SIGNS OFF; MORE THAN \$50,000>>>> (1), (2), (3) & (5)  
 >>>>ONE DEPT TO ANOTHER>>>>LESS THAN \$200,000>>>>ALL EXCEPT (6); MORE THAN \$200,000>>>>ALL SIGN OFF

AFTER 335 DAYS >>>>(1), (2), (3), (5) & (6) ANY AMOUNT FROM CONTINGENCY>>>> ALL SIGN OFF



**TOWN OF NEWTOWN  
FISCAL YEAR END - APPROPRIATION (BUDGET) TRANSFER REQUEST**

FISCAL YEAR: 2013 - 2014      DEPARTMENT: Finance      DATE: 6/25/14

Account	Amount	
FROM: 1-101-11-180-5115-0000 SALARIES & WAGES - PART TIME	(3,000.00)	
1-101-11-190-5110-0000 SALARIES & WAGES - FULL TIME	(19,525.00)	USE NEGATIVE AMOUNT
1-101-11-200-5110-0000 SALARIES & WAGES - FULL TIME	(5,000.00)	
1-101-11-205-5110-0000 SALARIES & WAGES - FULL TIME	(3,300.00)	
1-101-11-360-5520-0000 INSURANCE, OTHER THAN EMPLOYEE BENEFITS	(4,000.00)	
1-101-12-310-5110-0000 SALARIES & WAGES - FULL TIME	(35,000.00)	
1-101-12-310-5117-0000 SALARIES & WAGES - SEASONAL	(2,000.00)	
1-101-12-310-5130-0000 SALARIES & WAGES - OVERTIME	(6,000.00)	
1-101-12-320-5580-0000 DUES, TRAVEL & EDUCATION	(5,000.00)	
1-101-12-320-5749-0000 CAPITAL	(2,000.00)	
1-101-12-460-5110-0000 SALARIES & WAGES - FULL TIME	(7,500.00)	
1-101-13-500-5110-0000 SALARIES & WAGES - FULL TIME	(6,000.00)	
1-101-13-515-5110-0000 SALARIES & WAGES - FULL TIME	(4,225.00)	
1-101-13-650-5110-0000 SALARIES & WAGES - FULL TIME	(4,000.00)	
1-101-14-220-5110-0000 SALARIES & WAGES - FULL TIME	(6,000.00)	
1-101-14-220-5115-0000 SALARIES & WAGES - PART TIME	(2,000.00)	
1-101-14-220-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	(2,000.00)	
1-101-16-550-5110-0000 SALARIES & WAGES - FULL TIME	(19,000.00)	
1-101-16-550-5115-0000 SALARIES & WAGES - PART TIME	(4,000.00)	
1-101-16-550-5117-0000 SALARIES & WAGES - SEASONAL	(26,500.00)	
1-101-24-570-5899-0000 CONTINGENCY	(29,500.00)	
	(195,550.00)	
TO: 1-101-11-100-6220-0000 SOCIAL SECURITY CONTRIBUTIONS	200.00	USE POSITIVE AMOUNT
1-101-11-100-5350-0000 PROFESSIONAL SERVICES - LEGAL	30,000.00	
1-101-11-105-6220-0000 SOCIAL SECURITY CONTRIBUTIONS	100.00	
1-101-11-105-5800-0000 OTHER EXPENDITURES	100.00	
1-101-11-108-5310-0000 PROFESSIONAL SERVICES - OFFICIAL / ADMINISTRATIVE	5,000.00	
1-101-11-108-5320-0000 PROFESSIONAL SERVICES - PROFESSIONAL	200.00	
1-101-11-740-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	200.00	
1-101-12-300-5110-0000 SALARIES & WAGES - FULL TIME	3,025.00	
1-101-12-300-5130-0000 SALARIES & WAGES - OVERTIME	10,000.00	
1-101-12-310-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	3,000.00	
1-101-12-310-5505-0000 CONTRACTUAL SERVICES	15,000.00	
1-101-12-320-5110-0000 SALARIES & WAGES - FULL TIME	100.00	
1-101-12-320-5310-0000 PROFESSIONAL SERVICES - OFFICIAL / ADMINISTRATIVE	1,500.00	
1-101-12-320-5430-0000 REPAIR & MAINTENANCE SERVICES	5,000.00	
1-101-13-500-5430-0000 REPAIR & MAINTENANCE SERVICES	15,000.00	
1-101-13-650-5505-0000 CONTRACTUAL SERVICES	20,000.00	
1-101-13-515-5130-0000 SALARIES & WAGES - OVERTIME	5,000.00	
1-101-15-490-5350-0000 PROF SVS - LEGAL	25,000.00	
1-101-15-490-5505-0000 CONTRACTUAL SERVICES	35,000.00	
1-101-15-490-5580-0000 DUES, TRAVEL & EDUCATION	25.00	
1-101-11-205-5445-0000 SOFTWARE/HARDWARE MAINTENANCE FEES	2,100.00	
1-101-11-205-5744-0000 EQUIPMENT - TECHNOLOGY	10,000.00	
1-101-11-205-5301-0000 FEES & PROFESSIONAL SERVICES	10,000.00	
	195,550.00	

REASON: FISCAL YEAR END (2013-2014) BUDGET ADJUSTMENTS. SEE ATTACHED.

AUTHORIZATION: \_\_\_\_\_ date: \_\_\_\_\_

- (1) DEPARTMENT HEAD \_\_\_\_\_
- (2) FINANCE DIRECTOR R. P. Test 7/2/14
- (3) SELECTMAN E. P. Lopez \_\_\_\_\_
- (4) BOARD OF SELECTMEN [Signature] 7/2/14
- (5) BOARD OF FINANCE \_\_\_\_\_
- (6) LEGISLATIVE COUNCIL \_\_\_\_\_

AUTHORIZATION SIGN OFF  
FIRST 335 DAYS >>>> WITH IN A DEPT >>>> LESS THAN \$50,000 >>>> (1) (2) & (3) SIGN OFF MORE THAN \$50,000 >>>> (1) (2) (3) & (5)  
>>>> ONE DEPT TO ANOTHER >>>> LESS THAN \$200,000 >>>> ALL EXCEPT (6) MORE THAN \$200,000 >>>> ALL SIGN OFF  
FIRST 335 DAYS >>>> (1), (2), (3), (5) & (6) ANY AMOUNT FROM CONTINGENCY >>>> ALL SIGN OFF

**2013-2014 YEAR END TRANSFER REQUEST DETAIL:**

**TRANSFERS FROM (AMOUNTS AVAILABLE):**

**REGISTRAR**

1-101-11-180-5115-0000 SALARIES & WAGES – PART TIME 3,000  
Amount available due to less activity than prior year.

**ASSESSOR**

1-101-11-190-5110-0000 SALARIES & WAGES – FULL TIME 19,525  
Assessor position vacated January 2014. Position replaced by interim assessor.  
Assistant assessor position not filled yet. Part time position was given extra hours  
to make up man hour loss.

**FINANCE**

1-101-11-200-5110-0000 SALARIES & WAGES – FULL TIME 5,000  
Accounts payable position changed from 37.5 hours per week to 30 hours per week.

**INFORMATION TECHNOLOGY**

1-101-11-205-5110-0000 SALARIES & WAGES – FULL TIME 3,300  
IT director position was unfilled for a while offset by fees & professional services.

**INSURANCE**

1-101-11-350-5520-0000 INSURANCE OTHER THAN EMPLOYEE BENEFITS 4,000  
Insurance actual increase was less than what was budgeted.

**POLICE**

1-101-12-310-5110-0000 SALARIES & WAGES – FULL TIME 35,000  
Two sergeant positions open on 2/1/2014 & one police position open on 4/1/2014.  
They are in process of being replaced.

1-101-12-310-5117-0000 SALARIES & WAGES – SEASONAL 2,000

1-101-12-310-5130-0000 SALARIES & WAGES – OVER TIME 6,000  
2% of overtime budget unused.

**FIRE**

1-101-12-320-5580-0000 TRAINING 5,000

1-101-12-320-5749-0000 CAPITAL 2,000

**BUILDING OFFICIAL**

1-101-12-460-5110-0000 SALARIES & WAGES – FULL TIME 7,500  
A position was out of work on worker's compensation for two months.

**PUBLIC WORKS - HIGHWAY**

1-101-13-500-5110-0000 SALARIES & WAGES – FULL TIME 6,000  
A position was out of work on worker's compensation.

**PUBLIC WORKS – TRANSFER STATION**

1-101-13-515-5110-0000 SALARIES & WAGES – FULL TIME 4,225  
A position was out of work on worker's compensation.

**PUBLIC WORKS – PUBLIC BLDG MAINT.**

1-101-13-650-5110-0000 SALARIES & WAGES – FULL TIME 4,000  
A position remained open.

TRANSFERS FROM (AMOUNTS AVAILABLE) – CONTINUED - :

**SENIOR CENTER**

1-101-14-220-5110-0000 SALARIES & WAGES – FULL TIME	6,000
Open position filled in September 2013.	
1-101-14-220-5115-0000 SALARIES & WAGES – PART TIME	2,000
Part time position open for a while.	
1-101-14-220-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	2,000
Open positions.	

**PARKS & RECREATION**

1-101-16-550-5110-0000 SALARIES & WAGES – FULL TIME	19,000
Two positions were unfilled for a total of four months.	

**PARKS & RECREATION**

1-101-16-550-5115-0000 SALARIES & WAGES – PART TIME	4,000
Two interns were scheduled for the summer. One intern cancelled.	

**PARKS & RECREATION**

1-101-16-550-5117-0000 SALARIES & WAGES – SEASONAL	26,500
H.S. pool closures; winter cancellations; summer storm pool closures; etc	

**CONTINGENCY**

1-101-24-570-5899-0000 CONTINGENCY	<u>29,500</u>
Amount available in contingency	

**TOTAL**      **195,550**

**TRANSFERS TO (AMOUNTS REQUIRED):**

**SELECTMEN**

1-101-11-100-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	200
Additional amount needed due to authorized wage increase	
1-101-11-100-5350-0000 PROFESSIONAL SERVICES - LEGAL	30,000
Additional amount needed due to increase in legal activity. Detail attached.	
1-101-11-105-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	100
Additional amount needed due to meeting clerk activity	
1-101-11-105-5220-0000 OTHER EXPENDITURES	100

**HUMAN RESOURCES**

1-101-11-108-5310-0000 PROFESSIONAL SERVICES - PENSION	5,000
Additional amount needed due to increased pension activity. It will soon be proposed to charge pension administrative expenses to the pension plan rather than the budget.	
1-101-11-108-5310-0000 PROFESSIONAL SERVICES - PROFESSIONAL	200
Additional amount needed due to increased employee back ground checks due to new hires.	

**ECONOMIC DEVELOPMENT**

1-101-11-740-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	200
Additional amount needed due to social security charged on medical premium in lieu of Payment (not budgeted for).	

TRANSFERS TO (AMOUNTS REQUIRED) – CONTINUED - :

**EMERGENCY COMMUNICATIONS**

1-101-12-300-5110-0000 SALARIES & WAGES – FULL TIME	3,025
Additional amounts needed due to retroactive pay from a negotiated union contract. 1.9% general wage increase for 2013-14. This was offset by savings from open positions.	
1-101-12-300-5130-0000 SALARIES & WAGES – OVER TIME	10,000
Additional amount needed due to open positions (covered by overtime).	

**POLICE**

1-101-12-310-5220-0000 SOCIAL SECURITY CONTRIBUTIONS	3,000
Additional amount needed due to additional overtime (relating to school security)	
1-101-12-310-5505-0000 CONTRACTUAL SERVICES	15,000
Extra expenses due to new police officer hiring's. This is offset by misc. police revenue.	

**FIRE**

1-101-12-320-5110-0000 SALARIES & WAGES – FULL TIME	100
1-101-12-320-5310-0000 PROFESSIONAL SERVICES	1,500
Additional physicals required	
1-101-12-320-5430-0000 REPAIR & MAINTENANCE SERVICES	5,000
Additional amount needed due to additional maintenance requirements	

**PUBLIC WORKS - HIGHWAY**

1-101-13-500-5430-0000 REPAIR & MAINTENANCE SERVICES	15,000
Additional amount needed due to additional maintenance requirements due to aging equip.	

**BUILDING MAINTENANCE**

1-101-13-650-5505-0000 CONTRACTUAL SERVICES	20,000
Additional amount needed due to emergency / one time building maintenance. Amounts are only budgeted for routine / scheduled maintenance.	

**TRANSFER STATION**

1-101-13-515-5130-0000 SALARIES & WAGES – OVER TIME	5,000
Additional amount needed due to additional overtime required at the transfer station to enforce proper stickers.	

**LAND USE**

1-101-15-490-5350-0000 PROFESSIONAL SVS – LEGAL	25,000
Additional amount needed due to increase in legal activity. Detail attached.	
1-101-15-490-5505-0000 CONTRACTUAL SERVICES	35,000
Payments to the U.S. Geological Survey have been lagging for one year (over the past five years). This will bring the Town current. This is for streamgaging the Pootutuck River.	
1-101-15-490-5580-0000 EDUCATION AND DUES	25

**INFORMATION TECHNOLOGY**

1-101-11-205-5445-0000 SOFTWARE/HARDWARE	2,100
Initial 3 months maintenance on accounting system not included in the budget.	
1-101-11-205-5744-0000 EQUIPMENT - TECHNOLOGY	10,000
Additional funds needed to update computer equipment.	
1-101-11-205-5301-0000 FEES & PROFESSIONAL SERVICES	<u>10,000</u>
Additional support needed to help new IT director in transition period; help with GIS backlog.	

TOTAL 195,550

TOWN OF NEWTOWN  
SELECTMEN LEGAL EXPENSES  
FISCAL YEAR 2013-14

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>DETAIL</u>
CARMODY TORRANCE LLP	MATTER 29314-1	6,237	Worker's compensation matters
COHEN & WOLF	MATTER 140923-023	55,000	Legal retainer - \$5,000 a month
COHEN & WOLF	MATTER 140923-446	5,622	High School project
COHEN & WOLF	MATTER 140923-450	6,002	Police commission matters
COHEN & WOLF	MATTER 140923-462	3,359	Dreher tax appeal
COHEN & WOLF	MATTER 140923-480	3,480	Godbout FOI
COHEN & WOLF	MATTER 140923-484	6,612	Pinecrest estates tax appeal
COHEN & WOLF	MATTER 140923-485	1,594	Sandhill Plaza tax appeal
COHEN & WOLF	MATTER 140923-486	9,270	Walgreen tax appeal
COHEN & WOLF	MATTER 140923-490	19,322	S.H. FOI
COHEN & WOLF	MATTER 140923-492	1,934	Colbert & Isgut tax appeal
COHEN & WOLF	MATTER 140923-494	3,486	Flying ridge tax appeal
COHEN & WOLF	MATTER 140923-497	3,449	Ladestro tax appeal
COHEN & WOLF	MATTER 140923-499	5,827	Degan tax appeal
COHEN & WOLF	MATTER 140923-500	2,013	6 pond view tax appeal
COHEN & WOLF	MATTER 140923-504	6,560	Police matter
COHEN & WOLF	MATTER 140923-505	2,626	Damico tax appeal
COHEN & WOLF	MATTER 140923-507	15,583	Police employee relations
COHEN & WOLF	MATTER 140923-510	5,892	Employment issue
COHEN & WOLF	MATTER 140923-511	4,656	Wolfgang FOI
COHEN & WOLF	MATTER 306530-001	1,657	PURA
COHEN & WOLF	other misc. matters	5,730	Misc matters
CT DEPT. OF LABOR	CASE 2014-A-0211 LOCAL	75	Misc.
CT.COALITION FOR JUS	DUES 7/1/13 - 6/30/14	5,000	Case against the State for education funding
FALZARANO COURT REPORTS,	CLERK HEARING PD UNION	279	Misc
KAINEN ESCALERA AND	LABOR GRIEVANCE	10,679	Labor grievance with State Board of Labor Relations
KAINEN ESCALERA AND	2014 POLICE NEGOTIATIONS	4,099	Union negotiations
KAINEN ESCALERA AND	DISPATCH NEGOTIATIONS	6,411	Union negotiations
KAINEN ESCALERA AND	POLICE DISCIPLINE	8,173	Police employee relations
KAINEN ESCALERA AND	POLICE-HEART & HYPERTENSION	2,680	Heart & hypertension claim
KAINEN ESCALERA AND	GENERAL CONSULTATION	8,351	General consultation - employee relations
		<u>221,658</u>	
<b>SUMMARY:</b>			
LABOR RELATIONS		80,667	
FREEDOM OF INFORMATION		27,458	
TAX APPEALS		40,170	
RETAINER		55,000	
OTHER		18,363	
		<u>221,658</u>	
<b>BUDGET AMOUNT</b>		220,000	
<b>ADDITIONAL BUDGET REQUEST</b>		30,000	Additional amount needed for estimated June bills

TOWN OF NEWTOWN  
 LAND USE LEGAL EXPENSES  
 FISCAL YEAR 2013-14

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>DETAIL</u>
CHASE	P-CARD	141	
BAI, POLLOCK, BLUEWEISS &	ACCT 17-	3,483	
COHEN & WOLF	MATTER 140923-336	1,120	
COHEN & WOLF	MATTER 140923-343	12,500	Retainer - \$1,250 per month
COHEN & WOLF	MATTER 140923-352	26	
COHEN & WOLF	MATTER 140923-355	1,152	
COHEN & WOLF	MATTER 140923-378	96	
COHEN & WOLF	MATTER 140923-405	25,211	VS. Gaydosh, Gary, Barbar & Justin
COHEN & WOLF	MATTER 140923-411	5,120	
COHEN & WOLF	MATTER 140923-459	895	
COHEN & WOLF	MATTER 140923-462	2,314	
COHEN & WOLF	MATTER 140923-483	4,031	
COHEN & WOLF	MATTER 140923-495	3,122	
COHEN & WOLF	MATTER 140923-496	20,689	VS. Pieragostini, William & Katja
COHEN & WOLF	MATTER 140923-498	1,045	
COHEN & WOLF	MATTER 140923-502	9,106	VS. Pettenfil, Anita
COHEN & WOLF	MATTER 140923-506	9,285	VS. Scott Ostrowsky
DELUCIA RICHARD T.	MARSHAL SERVICE	846	
JLLER, ROBERT A.	HUNTER RIDGE CASE	18,829	Hunter Ridge case
		119,011	

Note: 5 cases make up 70% of the total cost to date.

BUDGET AMOUNT 105,000  
 ADDITIONAL BUDGET REQUEST 25,000 Additional amount needed for estimated June bills

(REVISED 6/16/14)

**HOUSATONIC VALLEY  
COUNCIL OF ELECTED OFFICIALS**

**RESOLUTION REGARDING  
ESTABLISHMENT OF TRANSITIONAL  
EXECUTIVE COMMITTEE OF  
WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

**WHEREAS**, pursuant to C.G.S. § 16a-4c(b) (as amended by Public Act 13-247, § 249), the member municipalities of the Housatonic Valley Council of Elected Governments ("HVCEO") and of the South Western Regional Planning Agency ("SWRPA") have agreed to consolidate the Housatonic Valley Planning Region and the South Western Planning Region into a single planning region; and

**WHEREAS**, on or about December 6, 2013, the Office of Policy and Management of the State of Connecticut ("OPM") redesignated the Housatonic Valley Planning Region and the South Western Planning Region as the Western Connecticut Planning Region; and

**WHEREAS**, Public Act 13-247, § 250 requires that on or before January 1, 2015, each regional planning agency and regional council of elected officials within a planning region restructure as a single regional council of governments; and

**WHEREAS**, HVCEO and SWRPA have determined, subject to the municipal approvals referred to herein, to restructure themselves as the Western Connecticut Council of Governments (the "Council"), subject to the certification by the Secretary of the Office of Policy and Management ("OPM") that at least 60 percent of the municipalities in the Western Connecticut Planning Region have adopted ordinances to join the Western Connecticut Council of Governments; and

**WHEREAS**, pursuant to C.G.S. § 4-124l, as amended by P.A. § 14-217, §§ 228 and 256 (and hereafter referred to as C.G.S. § 4-124l), the date that the Secretary of OPM certifies the establishment of the Council will begin a "Transitional Period," to

expire not later than January 1, 2015, during which period a "Transitional Executive Committee" shall perform certain preparatory and planning functions prior to the commencement of operations of the Council; and

**WHEREAS**, HVCEO desires that each of the chief elected officials of the municipalities in the former Housatonic Valley Planning Region become members of the Transitional Executive Committee; and

**WHEREAS**, HVCEO understands that SWRPA also desires to have the chief elected officials of the municipalities in the former South Western Planning Region become members of the Transitional Executive Committee; and

**WHEREAS**, HVCEO has been designated since 1981 pursuant to federal and state law as the Metropolitan Planning Organization ("MPO") for the municipalities comprising HVCEO; and

**WHEREAS**, HVCEO desires to create a transitional MPO board ("Transitional MPO Board") to succeed to the rights and responsibilities of HVCEO as a transitional MPO in the event that HVCEO ceases to exist and a new MPO has not as of that date been designated for either the former Housatonic Valley Planning Region or the Western Connecticut Planning Region.

**NOW THEREFORE BE IT RESOLVED:**

1. **Establishment of Transitional Executive Committee.** Pursuant to C.G.S. § 4-124i, HVCEO hereby joins with SWRPA in the creation of a Transitional Executive Committee, to be composed of the chief elected officials of all municipalities in the Western Connecticut Planning Region. The Transitional Executive Committee shall be in existence from the date that the Secretary of OPM certifies the establishment of the Council, until an expiration date to be determined by the Council (as proposed by the Transitional Executive Committee), which date shall be no later than January 1, 2015. This period shall be referred to hereinafter as the "Transitional Period."

2. **Members of Transitional Executive Committee.** During the Transitional Period the Mayor/First Selectman of each municipality in the Western Connecticut Planning Region shall participate as a member of the Transitional Executive Committee. The legislative body of each such municipality shall appoint, in the manner provided by ordinance, an elected official to serve as an alternate member of the Transitional Executive Committee in the absence of the Mayor/First Selectman. The Mayor/First Selectman also may send a representative in his or her stead; however, such representative shall not be a member of the Transitional Executive Committee.

3. **Powers of Transitional Executive Committee.** The Transitional Executive Committee shall have such powers and duties as are set forth in C.G.S. § 4-124I.

4. **HVCEO to Continue During Transitional Period.** Pursuant to C.G.S. §4-124I(b), the existence and activities of HVCEO shall continue uninterrupted during the Transitional Period.

5. **Council as Successor to HVCEO/SWRPA.** At the conclusion of the Transitional Period, the Transitional Executive Committee shall cease to exist, and the Council shall succeed to and be responsible for all of the rights, privileges and obligations of HVCEO and SWRPA, whether statutory or contractual, as may be recommended by the Transitional Executive Committee and adopted by the Council following appropriate due diligence and good faith negotiations during the Transitional period. Notwithstanding the above, any of the rights, privileges and obligations of HVCEO that are deemed unacceptable, in the sole discretion of the Transitional Executive Committee, for assumption by the Council, may continue to be administered by an unincorporated association of the former HVCEO member municipalities for a term to be determined by such municipalities.

6. **Creation of Transitional MPO Board.** HVCEO hereby establishes a Transitional MPO Board. The members of the Transitional MPO Board shall be the chief elected officials of the municipalities in the former Housatonic Valley Planning

Region. The Transitional MPO Board shall succeed to all powers and duties of HVCEO as the MPO for the municipalities in the former Housatonic Valley Planning Region, commencing on January 1, 2015, and continuing until such time as a new MPO has been designated for the municipalities in the former Housatonic Valley Planning Region or for the municipalities in the Western Connecticut Planning Region pursuant to 23 U.S.C. § 134.

Dated: Brookfield, Connecticut  
\_\_\_\_\_, 2014

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of the Housatonic Valley Council of Elected Officials ("HVCEO"), hereby certify that the preceding is a true and correct copy of a resolution duly adopted at a meeting of HVCEO held on May 15, 2014, and that said resolution has not been amended and remains in full force and effect.

IN WITNESS Whereof, I have hereunto set my hand on this \_\_\_\_ day of June, 2014.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

**WHEREAS**, the Town/City of \_\_\_\_\_ has heretofore been a designated member municipality of the Housatonic Valley Planning Region; and,

**WHEREAS**, the Town/City is a member of the Housatonic Valley Council of Elected Officials ("HVCEO"), a regional council of elected officials and regional planning agency serving the Housatonic Valley Planning Region; and,

**WHEREAS**, the current member municipalities of the Housatonic Valley Planning Region are Bethel, Bridgewater, Brookfield, Danbury, New Fairfield, New Milford, Newtown, Redding, Ridgefield, and Sherman; and,

**WHEREAS**, the State of Connecticut has determined that a reorganization and redesignation of planning regions shall be completed on or before January 1, 2015; and,

**WHEREAS**, pursuant to C.G.S. § 16a-4c(b) (as amended by Public Act 13-247, § 249), the member municipalities of HVCEO and of the South Western Regional Planning Agency ("SWRPA") have agreed to consolidate the Housatonic Valley Planning Region and the South Western Planning Region into a single planning region; and

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i – 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

**WHEREAS**, on or about December 6, 2013, the Office of Policy and Management of the State of Connecticut ("OPM") redesignated the Housatonic Valley Planning Region and the South Western Planning Region as the Western Connecticut Planning Region; and,

**WHEREAS**, Public Act 13-247, § 250 requires that each regional planning agency and regional council of elected officials within a planning region restructure as a single regional council of governments on or before January 1, 2015; and

**WHEREAS**, HVCEO and SWRPA have determined, subject to the municipal approvals referred to herein, to restructure themselves as the Western Connecticut Council of Governments, which shall commence operations at the end of the Transitional Period (as defined herein); and,

**WHEREAS**, the Town/City desires to participate in the establishment of the Western Connecticut Council of Governments as the regional council of governments for the Western Connecticut Planning Region by (1) approval of an ordinance by its legislative body pursuant to C.G.S. §4-124j adopting C.G.S. §§4-124i through 4-124p; (2) filing by the Town/City Clerk of a certified copy of the adopting ordinance with the Secretary of OPM; and (3) upon certification by

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

the Secretary of OPM that the Western Connecticut Council of Governments has been duly established as the regional council of governments for the Western Connecticut Planning Region, participating in the operation of the Transitional Executive Committee of the Western Connecticut Council of Governments during the Transitional Period, as defined herein; and,

**WHEREAS**, the Town/City desires to (1) remain a member of HVCEO as it continues to operate and wind down as a council of elected officials and regional planning agency during the Transitional Period, as defined herein, and (2) participate with the other former members of HVCEO after the Transitional Period as an unincorporated association to administer and assume any and all rights, privileges and obligations of HVCEO that the Transitional Executive Committed deems unacceptable for assumption by the Western Connecticut Council of Governments; and

**WHEREAS**, HVCEO has been designated since 1981 pursuant to federal and state law as the Metropolitan Planning Organization ("MPO") for the municipalities comprising HVCEO; and

**WHEREAS**, on or about June 19, 2014, HVCEO created a transitional MPO board ("Transitional MPO Board") to succeed to the rights and responsibilities of

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

HVCEO as an interim MPO beginning on January 1, 2015 and continuing until a new MPO has been designated for either the former Housatonic Valley Planning Region or the Western Connecticut Planning Region, and the City/Town desires to have the Mayor/First Selectman serve as a member of such Transitional MPO Board.

**NOW THEREFORE BE IT ORDAINED, AS FOLLOWS:**

**Sec. 1. Creation of Western Connecticut Council of Governments.** The Town/City hereby joins with such other adopting municipalities of the Western Connecticut Planning Region to create a regional council of governments to be known as the Western Connecticut Council of Governments ("WCCOG"), by adopting the provisions of C.G.S. §§4-124i - 4-124P, as amended by Public Act 13-247, and further amended by Public Act 14-217, §§ 228 and 256.

**Sec. 2 . Certification by the Secretary of OPM; Transitional Executive Committee and Transitional Period.**

(a) Upon certification by the Secretary of OPM that at least sixty percent of the municipalities in the Western Connecticut Planning Region have adopted ordinances creating a regional council of

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

governments, as required by the Connecticut General Statutes, the Western Connecticut Council of Governments shall be established.

(b) Upon such certification, a transitional period (hereafter the "Transitional Period") shall commence, and shall conclude no later than January 1, 2015. During such period the Mayor/First Selectman shall participate as a member of the Transitional Executive Committee, as defined and for the purposes set forth in Section 4-124i(b) of the Connecticut General Statutes, as amended by Public Act 14-217, §§ 228 and 256. The legislative body of the Town/City shall appoint, in the manner provided by ordinance, an elected official to serve as an alternate member of the Transitional Executive Committee in the absence of the Mayor/First Selectman. The Mayor/First Selectman also may send a representative in his or her stead; however, such representative shall not be a member of the Transitional Executive Committee.

(c) Except as provided in Section 6 below, at the conclusion of the Transitional Period, the Transitional Executive Committee shall cease to exist, and the Western Connecticut Council of Governments shall succeed to and be responsible for all of the rights, privileges and obligations of HVCEO and SWRPA, whether statutory or contractual, relating to such active programs as may be recommended by the

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

Transitional Executive Committee and adopted by the Western Connecticut Council of Governments following appropriate due diligence and good faith negotiations during the Transitional Period.

**Sec. 3. Membership in the Western Connecticut Council of Governments.** At the conclusion of the Transitional Period, the Town/City shall be a member of the Western Connecticut Council of Governments.

**Sec. 4. Powers and Duties of the Western Connecticut Council of Governments.** Except as provided in Section 6 below, the Western Connecticut Council of Governments shall have such powers, purposes, rights, duties and responsibilities of regional councils of governments as are set forth in the Connecticut General Statutes, currently and as they hereafter may be amended.

**Sec. 5. Representative to the Western Connecticut Council of Government.** The Mayor/First Selectman shall be the representative of the City/Town to the Western Connecticut Council of Governments. The legislative body of the City/Town may appoint, in the manner provided by ordinance, an elected official to serve as an alternate representative in the absence of the Mayor/First Selectman. The Mayor/First Selectman may send the alternate to

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

meetings in his or her stead; and the alternate in that instance shall be entitled to the same rights and privileges as the Mayor/First Selectman. The City/Town shall notify the Western Connecticut Council of Governments in writing of the appointment of an alternate under this section. Each City/Town shall be entitled to one vote in the affairs of the Western Connecticut Council of Governments.

**Sec. 6. HVCEO's Continued Existence During Transitional Period.** The City/Town shall remain a member of HVCEO as it continues to operate and wind down as a regional council of elected officials and regional planning agency until the end of the Transitional Period. After the Transitional Period ends, the Town/City also may create, together with the other former HVCEO member municipalities, an unincorporated association to assume and administer all rights, privileges and obligations of HVCEO that the Transitional Executive Committee, in its sole discretion, deems unacceptable for assumption by the Western Connecticut Council of Governments. The Mayor/First Selectman shall be the City's/Town's representative to such association.

**Sec. 7. Mayor/First Selectman to serve on Transitional Metropolitan Planning Organization Board.** The Mayor/First Selectman shall serve as a member of the Transitional MPO Board, which has been created by

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

HVCEO to temporarily perform the functions of the MPO for the municipalities in the former Housatonic Valley Planning Region beginning on January 1, 2015 and until such time as the Governor redesignates an MPO to serve that former region or the Western Connecticut Planning Region pursuant to 23 U.S.C. § 134.

**Sec. 8. Withdrawal from HVCEO; Repeal of Prior Ordinances.**

Pursuant to § 8-36a of the Connecticut General Statutes, the City/Town hereby withdraws as a member of HVCEO, effective as of the expiration of the Transitional Period. The following ordinance provisions regarding HVCEO are repealed effective as of the end of the Transitional Period [Sections \_\_\_\_\_], except that the Transitional MPO Board referred to in Section 7 hereof shall continue in existence for such time period as determined by its members.

(REVISED 6/16/2014)

CITY/TOWN OF \_\_\_\_\_

**ORDINANCE REGARDING ADOPTION OF  
CONNECTICUT GENERAL STATUTES §§4-124i - 4-124p  
TO JOIN THE WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2014

**CERTIFICATION**

I, \_\_\_\_\_, Town/City Clerk of the Town/City of \_\_\_\_\_, duly elected and qualified according to law and having custody of the seal of the Town/City of \_\_\_\_\_, hereby certify that the preceding is a true and correct copy of a resolution duly adopted at a \_\_\_\_\_ held on \_\_\_\_\_, and that said resolution has not been amended, rescinded, or revoked and remains in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town/City of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_