

**Town of Newtown Legislative Council Regular Meeting  
Wednesday, May 15, 2013  
3 Primrose Street, Newtown, CT**

**PRESENT:** Mary Ann Jacob, Joe Girgasky, Paul Lundquist, Bob Merola, Daniel Honan, Kathy Fetchick, Neil Chaudhary, Dan Wiedemann, Dan Amaral, Phil Carroll  
**ABSENT:** Jeff Capeci, George Ferguson

**ALSO PRESENT:** Finance Director Robert Tait, Police Chief Michael Kehoe, Keith Alexander (BOE), Ed Shanley, Jan Andras (Clerk)

Vice Chairman Jacob called the meeting to order at 7:35 p.m. with the Pledge of Allegiance.

**VOTER PARTICIPATION:** None noted

**APPROVAL OF MINUTES:** Upon motion by Ms. Fetchick, the minutes of the 4/17/13 Regular Meeting were unanimously approved as presented. Upon motion by Ms. Fetchick, the minutes of the 4/30/13 Special Meeting were unanimously approved as presented.

**COMMUNICATIONS:** None noted

**COMMITTEE REPORTS:** None noted

**FIRST SELECETMAN'S REPORT:** In Ms. Llodra's absence, Mr. Tait gave an update on pending grant applications. The State OPM is working with the U.S. Dept. of Justice to access federal JAG funds on behalf of local and state police for the Sandy Hook response. The CT Judicial Branch Office of Victim Services (OVS) is managing the Antiterrorism and Emergency Assistance Program funds. The JAG grant and the AEA grant are administered by two separate divisions with the Dept. of Justice and reimbursement rules differ between the two grants.

OPM will be meeting with the Town on 5/16/13 to discuss the request for federal funds to address law enforcement costs associated with the tragedy. The federal agency will consider limited costs for overtime, forensics and security for a 12 month period. Also, OPM is working on providing funds from existing state accounts to help with some of Newtown and Monroe police equipment costs.

The Federal Government has paid for a consultant with experience in applying for these types of grants to help the OVS prepare the grant application. The Town met with the consultant on 5/9/13 and the grant application will be submitted in June or July. Federal response is expected in July or August.

## **UNFINISHED BUSINESS:**

### **Resolution to approve Commercial Property Assessed Clean Energy (C-PACE) Agreement**

Ms. Fetchick moved to approve the "Town of Newtown Resolution To Approve Commercial Property Assessed Clean Energy (C-PACE) Agreement" (as attached to these minutes). Motion seconded and unanimously carried. This program has been recommended by Finance Director Bob Tait and Tax Collector Carol Mahoney.

## **NEW BUSINESS**

**Setting of Mill Rate** – No action taken until FY 13/14 Budget is approved.

### **Transfer of Uncollectable Tax Accounts to the Suspense List**

Ms. Fetchick moved to approve the transfer of Uncollectible Motor Vehicle Tax Accounts in the amount of \$87,436.64; Personal Property Tax Accounts in the amount of \$86,871.20; and Real Estate Accounts in the amount of \$17,970.81 to the Tax Suspense List as per Tax Collector's Memo dated 5/7/13. Motion seconded and unanimously carried. As per CT General Statutes, these uncollected tax accounts will be removed from the Grand List but attempts to locate and collect will continue.

### **Special Appropriation – Sandy Hook Memorial Scholarship Fund**

Ms. Fetchick moved to approve a Special Appropriation in the amount of \$9,775 to be funded from the Private Purpose Trust Fund "Scholarships" Donations Account 34-401 for the purpose of making a contribution to the Newtown Scholarship Association's Sandy Hook Elementary School Memorial Scholarship Fund. Motion seconded and unanimously carried.

### **Resolution to Amend Board of Selectman FY 2012/13 Budget**

Ms. Fetchick moved to amend the Board of Selectmen FY 2012/13 Budget by \$100,000: increasing account 01310-1005 Police Overtime. Motion seconded and unanimously carried.

No corresponding budget amendment to estimated revenues is required due to the fact that the adopted 2012-13 Budget had a budgeted contribution to Fund Balance of \$100,000. (Estimated revenues were \$100,000 greater than budgeted appropriations.) If these expenditures are reimbursed by grants, the grant proceeds will be applied to general fund revenues.

Mr. Tait advised that all of the Police OT funds were utilized the first three months of this calendar year. The Police Department needs \$180,000 to cover the next three months, as there is no money in Contingency. Chief Kehoe advised that in the initial days after 12/14/12, all schools, private and public, were given the same degree of security to help students and staff to feel safe. The school security committee then decided that security could be reduced to one officer at each school. That will be maintained until

the end of the school year. This amendment to the budget and the next two items in these minutes are to cover the police overtime for the rest of the school year. (see attached explanation)

**Special Appropriation Funded from Sandy Hook Special Revenue Fund "Undesignated" Donations**

Ms. Fetchick moved a Special Appropriation in the amount of \$50,000 to be funded from the Sandy Hook Special Revenue Fund "Undesignated" Donations Account 33-400 for the purpose of school security overtime relating to the 12/14/13 incident. Motion seconded and unanimously carried.

**Transfer**

Ms. Fetchick moved to transfer \$30,000 FROM re-appropriation account 09500-5080 (Highway Capital TO re-appropriation account 09310-100 Police Overtime. Motion seconded and unanimously carried.

Council members felt that this OT fund process should have been by appropriation. Mr. Tait agreed and apologized, reminding that there was a lot going on during the past five months.

**VOTER COMMENT:** None noted

**ANNOUNCEMENTS:** The third referendum is tentatively scheduled for June 4, 2013. The Council will hold a special meeting to take action prior to the referendum.

Having no further business, the meeting was adjourned at 8:10 p.m.

  
Jan Andras  
Recording Secretary

Att: C-PACE Resolution and Agreement  
Transfer of Uncollectible Tax Accounts (Tax Collector Memo)  
Police Overtime – School Security - Funding

*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.*

**APPROVING RESOLUTION**

**TOWN OF NEWTOWN  
RESOLUTION TO APPROVE  
COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (“C-PACE”)  
AGREEMENT**

**WHEREAS**, Section 157 of Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the “Act”) established a program, known as the Commercial Property Assessed Clean Energy (C-PACE) program, to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans; and

**WHEREAS**, the Act authorizes the Clean Energy Finance and Investment Authority (the “Authority”), a public instrumentality and political subdivision of the State charged with implementing the C-PACE program on behalf of the State, to enter into a written agreement with participating municipalities pursuant to which the municipality may agree to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the municipality and for costs reasonably incurred by the municipality in performing such duties; and

**WHEREAS**, the Commercial Property Assessed Clean Energy (“C-PACE”) Agreement (the “C-PACE Agreement”) between the Town of Newtown and the Authority, as attached hereto, constitutes the written agreement authorized by the Act.

**NOW, THEREFORE, BE IT RESOLVED:**

(a) that we, the Legislative Council, constituting the legislative body of the Town of Newtown, hereby approves the C-PACE Agreement, and

(b) that E. Patricial Llodra, First Selectman is hereby authorized and directed, on behalf of the Town, to execute and deliver the C-PACE Agreement, substantially in the form attached to this Resolution, for the purposes provided therein, together with such other documents as he or she may determine to be necessary and appropriate to evidence, secure and otherwise complete the C-PACE Agreement.

**COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY ("C-PACE") AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of \_\_\_\_\_, **CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

**RECITALS**

**WHEREAS**, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

**WHEREAS**, Public Act No. 12-2 of the June 12, 2012 Special Session of the Connecticut General Assembly (the "Act") established a C-PACE program in Connecticut.

**WHEREAS**, Section 157 of the Act directed the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

**WHEREAS**, to secure financing for the program, the Authority and the Municipality are authorized to enter into a written agreement, as approved by the municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

**WHEREAS**, this Agreement constitutes the written agreement authorized by the Act.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

**Section 1 - Definitions.**

(a) "Energy improvements" means any renovation or retrofitting of qualifying commercial real property to reduce energy consumption or installation of a renewable energy system to service qualifying commercial real property, provided such renovation, retrofit or installation is permanently fixed to such qualifying commercial real property.

(b) “Qualifying commercial real property” means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.

(c) “Commercial or industrial property” means any real property other than a residential dwelling containing less than five dwelling units.

(d) “Benefitted property owner” means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.

(e) “Commercial sustainable energy program” means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.

(f) “Benefit assessment” means the assessment authorized by the Act.

## **Section 2 - Obligations of the Authority.**

(a) **Program Requirements.** Pursuant to the Act, the Authority:

(1) shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act,

(2) shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Authority,

(3) shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and

- iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
  - A. the date of the financing agreement,
  - B. the outstanding amount of the financing,
  - C. the total principal balance and accrued interest outstanding, and
  - D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

(3) require that the property owner provide written notice, not less than thirty days prior to the recording of any lien securing a benefit assessment for energy improvements for such property, to any existing mortgage holder of such property, of the property owner's intent to finance such energy improvements pursuant to the Act.

(c) **Financing Agreement for Project.** The Authority may enter into a financing agreement with the property owner of qualifying commercial real property. The financing agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property upon completion of the energy improvements. The Authority shall disclose to the property owner the costs and risks associated with participating in

the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment provided for in the financing agreement. The Authority shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Authority shall notify the property owner that such owner may rescind any financing agreement entered into not later than three business days after such financing agreement is executed by the property owner and delivered to the Authority. The financing agreement shall provide for the consent of existing mortgage holders for the benefit assessment lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

**(d) Determination of Estimated and Final Benefit Assessments and Payments.**

(1) In connection with the completion and execution of the financing agreement, the Authority shall determine the estimated benefit assessment and provide written notice of the estimated benefit assessment to the Municipality.

(2) Upon completion of the energy improvements to the qualifying commercial property, the Authority shall determine the final benefit assessment, including fees charged by the Authority to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Authority shall provide written notice of the final benefit assessment and interest rate to the Municipality.

(3) It is anticipated that the Authority will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Authority will change its practices to the extent possible to correspond with the Municipality's practices.

**Section 3 - Obligations of the Municipality.**

(a) **Placing of Caveat on Land Records.** Upon receiving written notice from the Authority of the estimated benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly place a caveat on the land records (on a form provided by the Authority after consultation with the municipality) indicating that a benefit assessment and lien is anticipated upon completion of energy improvements for the qualifying commercial real property. The Authority will reimburse the municipality the cost charged by the Town Clerk for recordation of the caveat.

(b) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the final benefit assessment as provided in Section 2(d)(2) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property especially



benefitted by the energy improvements financed by the Authority, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment. As provided in the Act, the benefit assessments levied (on a form provided by the Authority after consultation with the municipality) pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the municipality the cost charged by the Town Clerk for recording the lien. Such lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(c) **Continuation, Recording and Release of Lien.** As provided in the Act, each benefit assessment lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such benefit assessment lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(d) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign to the Authority any and all liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all liens received from the Municipality. The assignee or assignees of such liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Authority may sell or assign any and all liens received from the Municipality under Section 3(d) of this Agreement to a trustee for the benefit of the holders of the Authority's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Authority's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Authority. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(e) **Billing and Collection; Payment to the Authority.**

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Authority and identifying the Authority as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Authority or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide monthly collection reports to the Authority, and the Authority, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Authority and Municipality agree to provide each other with such reasonable information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

**(f) Collection of Delinquent Payments.**

(1) If (i) the benefit assessment liens have not been assigned to the Authority pursuant to Section 3(d) of this Agreement, or (ii) the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the lien securing delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(2) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide

written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

**(g) Promotion of Program; Assistance for Authority Financing; Payment to Municipality.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Authority to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Authority agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Authority shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

**Section 4 - Indemnification.**

The Authority agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees, to the extent of available proceeds derived from the benefit assessments, from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Authority's officers, employees and agents under this Agreement.

**Section 5 - Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Authority, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

**Section 6 -Default.**

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 5 of this Agreement.

**Section 7 - Miscellaneous Provisions.**

(a) **Assignment or Transfer.** Except as provided in Section 3(d) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

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

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If to the Authority:

Clean Energy Finance and Investment Authority  
865 Brook Street  
Rocky Hill, Connecticut 06067  
Attention: General Counsel

(g) **Amendment and Waivers.** Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Authority and the Municipality.

(h) **Applicable Law and Venue.** This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.

(i) **Entire Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(j) **Headings.** The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(k) **Affirmation of Applicable Executive Orders.** To the extent applicable to this Agreement, Municipality acknowledges that it will be required to comply with the provisions of any applicable existing Governor Executive Orders related to this Agreement.

**[Remainder of this Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the Municipality and the Authority have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

**TOWN OF NEWTOWN**

\_\_\_\_\_

By: \_\_\_\_\_

E. Patricia Llodra  
Its: First Selectman

**CLEAN ENERGY FINANCE AND  
INVESTMENT AUTHORITY**

By: \_\_\_\_\_

Bryan T. Garcia, President

NEWTOWN MUNICIPAL CENTER  
3 PRIMROSE STREET  
NEWTOWN, CONNECTICUT 06470  
TEL. (203) 270-4320  
FAX (203) 270-4243



CAROL MAHONEY  
TAX COLLECTOR  
[www.newtown-ct.gov](http://www.newtown-ct.gov)

## TOWN OF NEWTOWN

DATE: May 7, 2013

TO: The Legislative Council

From: Carol L. Mahoney

Re: The Transfer of Uncollectible Motor Vehicle Tax Accounts, Personal Property and Real Estate Accounts to the Suspense Tax List for your consideration and approval.

The Connecticut State Statutes require that at least once a year the Tax Collector of each municipality shall deliver to the Board of Finance or similar board a listing of all accounts that the Tax Collector believes to be uncollectible. These accounts are then transferred from the regular accounts-receivable to the Suspense Tax Book.

This transfer does not void the tax. If at any time in the future the Tax Collector is able to collect the taxes on the suspense tax list, she shall do so with all the usual interest charges.

The Tax office ceases to send out quarterly bills for these accounts, but in reference to the Motor Vehicle Suspense Accounts, those persons cannot register a car in the State of Connecticut until the taxes are paid to the Town of Newtown.

Motor Vehicle Accounts	-	\$ 87,436.64
Personal Property Accounts	-	\$ 86,871.20
Real Estate Accounts		\$ 17,970.81

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865	Suspense Accounts totaling	\$192,278.65
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**TOWN OF NEWTOWN  
POLICE OVERTIME - SCHOOL SECURITY - FUNDING  
2-May-13**

**Comment:** Due to the 12/14 incident and the resulting school security the police overtime account will be over budget. A JAG grant will cover part of the overage. The amount of the JAG grant is not known at this time. An amount of \$180,000 was reclassified to a JAG grant fund in anticipation of grant revenues. This represents an estimate of police school security overtime costs up to March 30, 2013.

Due to the unknown extent of JAG grant coverage for police school security overtime, additional overtime costs from April 1 to June 30, 2013 will have to be covered by the general fund budget. If they are later covered by grants, those grant revenues will be applied to general fund revenues (misc. state grants). It is estimated an additional \$180,000 of school security police overtime will be expended from April 1 to June 30, 2013 (using the current rate of overtime expenditures). Below is the planned funding for the \$180,000:

- Increase the appropriation of account 01310-1005 "police overtime" by \$100,000. This will be accomplished by a budget amendment. A corresponding increase to estimated revenues is not necessary do to the fact that the adopted budget had a budgeted increase to fund balance (estimated revenues were \$100,000 more that appropriations).
- A budget transfer from reappropriation account 09500-5080 "highway capital" of \$30,000 to reappropriation account 09310-1005 "police overtime". A \$50,000 appropriation in 2011-12 was authorized to be transfered to 2012-13 for the purpose of purchasing a work order system. This has not been done yet do to various reasons. These funds are now needed for school security.
- A special appropriation in the amount of \$50,000 from the Sandy Hook Special Revenue Fund (donations) "undesignated account" for school security police overtime.

**RECAP TO FUND SCHOOL SECURITY POLICE OVERTIME BUDGET OVERAGE:**

Budget amendment to 01310-1005	100,000
Budget transfer to 09310-1005	30,000
Special appropriation from undesignated donations	50,000
	<u>180,000</u>

NOTE: Any JAG grants recieved above and beyond the intial \$180,000 (reclasssed to grant fund) will be applied to general fund revenues (misc state grants).



**TOWN OF NEWTOWN  
POLICE OVERTIME ACCOUNT ANALYSIS  
2012-13 UP TILL 3/2/2013 PAY PERIOD**

PER MUNIS ACCOUNTING SYSTEM			LESS AVG PR	ASSUMED
EFF DATE	REFERENCE	AMOUNT	UP TO 12/21	OT RELATING TO 12/14/2012
3/26/2013	PR 3/28/13	23,902	(4,934)	18,968
3/14/2013	PR 3/15/13	27,062	(4,934)	22,128
3/1/2013	PR 3/1/13	23,377	(4,934)	18,443
2/13/2013	PR 2/15/13	43,712	(4,934)	38,778
2/1/2013	PR 2/1/13	28,251	(4,934)	23,317
1/24/2013	PR 1/18/13	46,344	(4,934)	41,410
1/4/2013	PR 1/4/13	22,018	(4,934)	17,084
12/18/2012	PR12/21/12	4,098		
12/4/2012	PR 12/7/12	6,710		
11/28/2012	PR11/21/12	5,764		
11/6/2012	PR 11/9/12	2,959		
10/25/2012	PR10/26/12	3,234		
10/10/2012	PR10/12/12	5,112		
9/27/2012	SEL P/R	6,920		
9/11/2012	PR 9/14/12	5,437		
8/28/2012	PR 8/31/12	6,242		
8/14/2012	PR 8/17/12	5,207		
8/1/2012	PR 8/3/12	3,280		
7/18/2012	PR 7/20/12	3,461		
7/2/2012	PR 7/6/12	5,719		

TOTAL OT RELATING TO 12/14/2012 TO DATE

180,128

AVERAGE PAY PERIOD OT UP TO PR 12/21/2012 =

4,934

**TOWN OF NEWTOWN  
POLICE OVERTIME - SCHOOL SECURITY  
12/14/2012 TO 03/31/2013**

<u>SCHOOL</u>	<u>OT AMOUNT</u>
HAWLEY SCHOOL	22,962
SANDY HOOK SCHOOL (Includes investigation)	48,509
MIDDLE GATE SCHOOL	23,195
HEAD O'MEADOW SCHOOL	23,119
REED INTERMEDIATE SCHOOL	15,604
NEWTOWN MIDDLE SCHOOL	8,066
NEWTOWN HIGH SCHOOL	9,150
FRASER WOODS SCHOOL	26,597
ST. ROSE SCHOOL	19,637
UNCLASSIFIED - SCHOOL SECURITY	15,038
<b>TOTAL POLICE OVERTIME UP TO 3/31/2013</b>	<b><u>211,877</u></b>

Source: Police Department spreadsheet.