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## TOWN OF NEWTOWN

LEGISLATIVE COUNCIL

**TOWN OF NEWTOWN LEGISLATIVE COUNCIL MEETING  
WEDNESDAY, APRIL 1, 2015  
NEWTOWN MUNICIPAL CENTER, NEWTOWN, CT**

**PRESENT:** George Ferguson, Joe Girgasky, Eva Bermudez (7:35), Paul Lundquist, Bob Merola, Ryan Knapp, Neil Chaudhary, Mary Ann Jacob, Dan Amaral, Tony Filiato, Phil Carroll, Dan Honan.

**ALSO PRESENT:** First Selectman Pat Llodra, Finance Director Bob Tait, Board of Finance, Board of Education members Laura Roche, David Freedman, Kathy Hamilton, Keith Alexander, Superintendent Dr. Erardi, District Business Director Ron Bienkowski, 2 members of the public, 3 press.

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

**VOTER COMMENT:** None

**MINUTES:** MR. FERGUSON MOTIONED TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MARCH 18, 2015. MOTION SECOND BY MR. HONAN. APPROVED.

**COMMUNICATIONS:** *Attached*

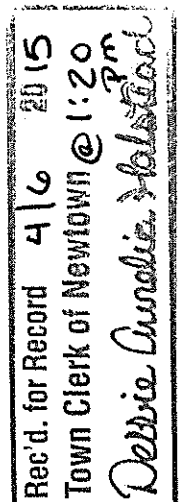
**FIRST SELECTMAN'S REPORT:** Mrs. Llodra shared the updated storm report. Winter maintenance exceeded the budget by about \$300,000. Normally when budgeting they use a 5 year average. This year was above average. *Attachment*

### NEW BUSINESS

#### 2015-2016 Annual Budget:

**Education:** CHAUDHARY MOTIONED TO APPROVE THE EDUCATION BUDGET AS PRESENTED BY THE BOARD OF FINANCE TO THE COUNCIL IN THE AMOUNT OF \$71,587,946. SECOND BY MR. FERGUSON. Mr. Chaudary stated the Education Sub-committee voted to recommend the budget presented by the Board of Finance to the council as is. The vote was 5-1. The committee had discussions on topics including instructional time, savings with bus contract, Minimum Budget Requirements, enrollment decrease and budget increase, sporting events fees, technology grant, field trip contract, and heating fuel.

MR. MEROLA MOVED TO AMEND THE MOTION BY RESETTING THE BUDGET TO \$71,345,304. SECOND BY MR. CARROLL. Mr. Merola stated this would be a zero increase. He addressed MBR and decreased enrollment. We could reduce the current budget by \$239,000 based on projected enrollment. If you go back several years, the accumulated



MBR savings would be over 1.5 million. He would like to see for a few years a zero percent increase to “stop the bleeding”. *Attachment*

Mr. Filiato noted the budget as presented does give a decrease to taxpayers and if we took the MBR reduction it would be average savings of \$16.

Mr. Knapp stated a zero increase would be a recognition of declining enrollment. Mr. Knapp shared information on CCM regarding MBR. He stated he is not recommending going below zero but we need to recognize declining enrollment, struggling taxpayers and decreased state aid. *Attachment*

Mr. Ferguson is not supporting the motion because we have a new superintendent who is communicating better than we have had for years and he has taken this year to restructure. We are going to need budget relief and we are going to need take steps and creative solutions.

Mr. Chaudhary is not opposed to a zero increase given declined enrollment and our taxes. He is concerned about grants that expire next year and the potential cadillac tax related to affordable care. He thinks this budget is reasonable and is willing to let the voters decide.

Ms. Bermudez stated the proposed budget is solid.

Mr. Carroll supports the motion given the continued decrease in enrollment and increase in budget.

Mr. Lundquist stated this is a reasonable budget reflecting good work and cooperation that we haven't seen before. Exercising an MBR reduction or zero increase is arbitrary; a reduction in a vacuum that casts aside the good faith and rational decisions and discussion. This is a minimal increase with a decrease in the tax rate. He believes it would do more harm than good.

Ms. Jacob stated she believes Mr. Merola's concerns are legitimate. There have been a number of years where the budget has been allowed to inflate resulting in legacy costs. There are many factors; this is one piece of the puzzle. In the last 6+ years, millions of dollars have been reduced from initial budget requests. We expect increases to be responsible and it is better. In the past, money was added back to the budget in order for it to pass. She would not support lowering the budget to zero.

Mr. Merola stated this budget season has been one of the best. It is true reductions to budget requests were made, but he believes many of those requests were irresponsible. We have a history of over inflated budgets. He is not suggesting exercising MBR, believes it should be part of the discussion.

Mr. Knapp stated this year's budget sets the bar for next years. He is also worried about next year's budget for reasons Mr. Chaudhary mentioned. The \$240,000 this year accrues to almost 1 million in 4 years. We should seize savings whenever we can. He would support zero percent increase.

Mr. Carroll stated we have not addressed shared services; we need to start looking at it for the significant savings it could provide.

Dr. Erardi stated many of the reductions made were time sensitive. Class size has not gone down with the reduction in force. They have made the adjustments they believe are appropriate. The quarter million would represent teaching and learning.

MOTION TO AMEND FAILED. EIGHT NO, FOUR YES (MR. GIRGASKY, MR. MEROLA, MR. KNAPP, MR. CARROLL).

Ms. Jacob stated she was surprised by the lack of in depth discussion by Board of Ed members about the budget. There was little or no discussion on a number of things that give legacy costs. Spanish in Kindergarten is an example; it came to the board last minute. This means next year we will adding another teacher for first grade and then second, third, up to sixth grade. There is a difference between trust and abdication. Dr. Erardi has demonstrated he is worthy of our trust and confidence, but elected officials have a responsibility to due diligence. Adding an administrator at the high school while enrollment is declining, rather than spending money where it impacts education, is troubling. She would like to see reductions returned to taxpayers. She believes there needs to be a true savings to taxpayers.

MOTION TO APPROVE THE BOE BUDGET AS PRESENTED UNANIMOUSLY APPROVED.

**Selectmen:** MR. CHAUDHARY MOTIONED TO APPROVE THE BOARD OF SELECTMEN'S BUDGET IN THE AMOUNT OF \$40,142,567. SECOND BY MR. FERGUSON. Mr. Ferguson stated the Finance and Administration committee unanimously voted to recommend this portion of the budget. Mr. Merola stated the Municipal Operations committee voted to recommend this portion of the budget with one person voting no in three of five areas. Mr. Ferguson noted the only new position was in technology and this was much needed. Ms. Jacob suggested they record the committee meetings next year. MOTION UNANIMOUSLY APPROVED.

2015-2016 Budget: MR. CHAUDHARY MOTIONED TO APPROVE THE \$111,730, 513 2015-2016 ANNUAL BUDGET. SECOND BY MR. FERGUSON. UNANIMOUSLY APPROVED.

MR. CHAUDHARY MOTIONED TO APPROVE A RESOLUTION AMENDING THE TOWN 2014 – 2015 BUDGET BY \$298,031 FROM THE TOTAL CURRENT BUDGET AMOUNT OF \$111,066,204 TO A TOTAL AMENDED BUDGET AMOUNT OF \$111,364,235. SECOND BY MR. FERGUSON. Mr. Tait stated normally if over budget he would ask for a transfer from contingency. There is no money in contingency. We have revenue that is higher than estimated. This will offset the budget increase for the winter maintenance. If there is more snow, the money will come from the fund balance. APPROVED. *Attachments*

MR. CHAUDHARY MOTIONED TO APPROVE A RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION FOR \$75,000 TO BE FUNDED FROM THE CAPITAL NON-RECURRING FUND (FUND 144) FOR THE COMPLETION OF PHASE 1 AND PHASE 2 OF THE NEWTOWN MUNICIPAL BUILDINGS STRATEGIC PLAN SERVICES PER THE DPM AMENDED 02/24/2015 PROPOSAL & FOR CONSULTING FEES FOR FACILITIES ASSESSMENT & SPACE NEEDS SERVICES. SECOND BY MR. FERGUSON. Mrs. Llodra stated this is the cost of the person facilitating the process. Costs are associated with the time. We were short funds. Mr. Lundquist stated the process is taking longer due to the desire of a holistic, comprehensive assessment of all municipal facilities. The school facilities study will dovetail with this. Mrs. Llodra noted Hook and Ladder has completed the purchase of the Trinity property and are in the permit and design process. APPROVED.

**VOTER COMMENT:** None

**ANNOUNCEMENTS:** None

**ADJOURNMENT:** There being no further business, the meeting adjourned at 8:55.

Respectfully Submitted,

Carey Schierloh  
Recording Secretary

Attachments: Letter, Winter Storm Report, CCM Statement, NBR information, Resolution details.

*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.*

Dear Newtown Legislative Council,

Since you might be voting tonight on the proposed budget, I am sending a quick note to reiterate the " please support the proposed education budget as is and pass it through to the voters " request made last week (unfortunately, I am feeling "under the weather" and won't be making the meeting). The proposed budget along with the savings generated while accounting for enrollment decline maintains current programs while also launching new initiatives. This is a good budget. Any further reductions to the requested amount will have a direct, negative impact on the children. Please let the voters decide.

Also, for your information, we have been distributing two informational sheets in schools (after receiving legal permission) to help school families better understand the current education budget and how to vote absentee (for themselves or a family member such as a college student). Both were received very positively. They are attached.

Thank you for your time and consideration.

Regards,  
Kinga Walsh  
21 Horseshoe Ridge Rd  
Sandy Hook

## 2015: TIME FOR REASONABLE MBR RELIEF

Given the severity of the effects that the "Great Recession" continues to have on Connecticut's economy, and the stagnant position of critical aid to municipalities - reasonable relief from the mandated Minimum Budget Requirement (MBR) is sensible and should be whole-heartedly embraced. Speaker Sharkey's proposal, HB 7019, would, among other things, amend the MBR with regard to school districts that experience lower enrollment, from an allowable reduction of \$3,000 per student, to 50% of the net current expenditures, per resident student. In addition, HB 7019 would -- for fiscal years ending June 30, 2016, and June 30, 2017 -- allow municipalities that are permitted to reduce overall budgeted appropriations for education - to reduce such appropriations up to 3% of their overall education budgets. Translation: HB 7019 would provide strained local budgets, and property taxpayers meaningful relief.

The MBR is a statutory requirement that each town appropriate at least the same amount for education as it did the previous year. The MBR, and its predecessor the Minimum Expenditure Requirement (MER), were originally intended to be companions to ECS that would require towns to spend at least the foundation amount for each student. However, with the foundation remaining virtually flat over the years, minimum spending evolved into a requirement for towns to commit all or most new ECS aid they receive to local education budgets. Eventually, any connection to per pupil spending or the foundation ceased to exist.

The MER, which set a minimum amount of local funding for education, was in effect until 2007. In 2007, the MBR was put into place. The original purpose of the MBR was to explicitly prohibit a municipality from supplanting local education funding when it received an increase in ECS funding. Municipalities are required to budget at least the same amount for education for FY 15 as they did in FY 14. For non-Alliance Districts, any ECS increase in FY 15 must also be used for education and will be subject to the MBR. Reductions of up to 0.5% of the budgeted appropriation are allowed for any of the following, though a district may select only one option:

- Lower enrollment (reduction of \$3,000 per student) or permanently closing a school. The Commissioner of Education would have to approve the reduction due to school closings.
- Documented cost savings resulting from (a) increased efficiencies within the school district, provided the Commissioner of Education approves the savings, or (b) a regional collaboration or cooperative arrangement with one or more other districts.
- A district with no high school paying for fewer students to attend high school outside the district - reduction of its budgeted appropriation by the full amount of its lowered tuition payments.

The MBR for Alliance Districts is their previous year's MBR plus any increase that might be needed to meet an increased minimum local funding percentage. That percentage is 22 percent in FY 15.

HB 7019 is a much-needed, logical proposal for many towns and cities to achieve efficiencies. In an era of frozen or reduced state aid and rising education costs, the MBR is unfair to residential and business property taxpayers. Let 2015 be the year of meaningful MBR relief. CCM urges state lawmakers to enact HB 7019.

[1]	[1]	YOY Delta	[2]	[2]	[3]	[3]	YOY delta	AT \$3000 per	[4]	1/2 Of 1% CAP	[5]
10/1/2005	5668		BY 05-06	\$56,938,770	2005	5734.75					
10/1/2006	5697	29	BY 06-07	\$60,387,154	2006	5783.59	48.84				
10/1/2007	5648	-49	BY 07-08	\$62,885,158	2007	5734.75	-48.84	(\$146,520)	\$60,472,617	\$302,363.08	(\$146,520)
10/1/2008	5602	-46	BY 08-09	\$66,031,044	2008	5714.75	-20	(\$60,000)	\$62,985,341	\$314,926.70	(\$60,000)
10/1/2009	5498	-104	BY 09-10	\$66,314,928	2009	5534.24	-180.51	(\$541,530)	\$64,543,726	\$322,718.63	(\$322,719)
10/1/2010	5447	-51	BY 10-11	\$67,194,734	2010	5478.39	-55.85	(\$167,550)	\$65,416,208	\$327,081.04	(\$167,550)
10/1/2011	5306	-141	BY 11-12	\$67,971,427	2011	5426.77	-51.62	(\$154,860)	\$67,027,184	\$335,135.92	(\$154,860)
10/1/2012	5156	-150	BY 12-13	\$68,355,794	2012	5278.3	-148.47	(\$445,410)	\$67,816,567	\$339,082.83	(\$339,083)
10/1/2013	4914	-242	BY 13-14	\$71,045,304	2013	4941.11	-337.19	(\$1,011,570)	\$68,061,631	\$340,308.15	(\$340,308)
10/1/2014	4769	-145	BY 14-15	\$71,345,304	2014	4861.4	-79.71	(\$239,130)	\$71,345,305	\$356,726.52	(\$239,130)
		-928					-922.19	(\$2,766,570)			(\$1,770,170)

[1] October start enrollment; source: Superintendent's office  
 [2] BOE approved budget; Newtown Finance Director - Budget History  
 [3] Resident Student Count; source: CT Dept of Education office  
 [4] MBR per CT Dept of Education website/office  
 [5] Annual ALLOWED Budget reduction; subsequent budget year : e.g. \$239,130 in BY/FY 2015 - 2016



A RESOLUTION AMENDING THE TOWN 2014 – 2015 BUDGET BY \$298,031 FROM THE TOTAL CURRENT BUDGET AMOUNT OF \$111,066,204 TO A TOTAL AMENDED BUDGET AMOUNT OF \$111,364,235.

TOTAL BUDGET:

	<u>CURRENT</u>	<u>AMENDED</u>	<u>CHANGE</u>
REVENUE ESTIMATES	111,066,204	111,364,235	298,031
APPROPRIATIONS	111,066,204	111,364,235	298,031

THE SPECIFIC ACCOUNTS AMENDED ARE:

REVENUE ESTIMATES:

	<u>CURRENT</u>	<u>AMENDED</u>	<u>CHANGE</u>
IN LIEU OF TAX – STATE OWNED PROPERTY	780,660	946,060	165,400
MASHANTUCKET PEQUOT GRANT	<u>820,018</u>	<u>952,649</u>	<u>132,631</u>
	1,600,678	1,898,709	298,031

APPROPRIATIONS (EXPENDITURES):

	<u>CURRENT</u>	<u>AMENDED</u>	<u>CHANGE</u>
<u>WINTER MAINTENANCE DEPARTMENT (BOS)</u>			
SALARIES & WAGES – OVERTIME	156,370	296,370	140,000
SAND	63,407	101,438	38,031
SALT	<u>320,342</u>	<u>440,342</u>	<u>120,000</u>
	540,119	838,150	298,031

Original revenue estimates were based on the governor's budget proposal. Amended amounts represent final State budget amounts. Proposed increases in winter maintenance accounts are due to an above average winter. Current budget amounts are for an average winter.



## Estimates of Statutory Formula Grants for FY 2015, FY 2016, and FY 2017

Grantee	PILOT: State-Owned Real Property			PILOT: Colleges & Hospitals			Mashantucket Pequot And Mohegan Fund Grant		
	FY 2015	FY 2016	FY 2017	FY 2015	FY 2016	FY 2017	FY 2015	FY 2016	FY 2017
Farmington	3,507,095	3,318,343	3,318,343	31,718	29,789	29,789	31,383	32,778	32,778
Franklin	17,426	17,137	17,137	-	-	-	15,254	15,195	15,195
Glastonbury	50,469	49,286	49,286	1,728	1,623	1,623	40,105	42,414	42,414
Goshen	18,576	17,229	17,229	-	-	-	10,588	9,983	9,983
Granby	13,381	12,656	12,656	-	-	-	28,113	28,863	28,863
Greenwich	25,772	24,561	24,561	897,965	858,237	858,237	98,189	94,326	94,326
Griswold	66,244	61,556	61,556	-	-	-	103,449	109,632	109,632
Groton (Town of)	1,104,583	1,013,265	1,013,265	40,203	36,127	36,127	1,390,133	1,407,316	1,407,316
Guilford	20,785	19,890	19,890	19,423	18,940	18,940	31,929	30,866	30,866
Haddam	69,812	67,225	67,225	-	-	-	23,384	23,789	23,789
Hamden	1,015,382	965,642	965,642	3,026,411	2,870,469	2,870,469	939,097	947,962	947,962
Hampton	30,686	24,930	24,930	-	-	-	14,750	14,888	14,888
Hartford	14,816,241	14,289,882	14,289,882	25,279,198	23,446,202	23,446,202	6,652,860	6,431,579	6,431,579
Hartland	104,841	97,235	97,235	-	-	-	13,886	13,212	13,212
Harwinton	7,749	9,886	9,886	-	-	-	17,719	17,810	17,810
Hebron	15,564	14,871	14,871	-	-	-	30,564	31,081	31,081
Kent	61,484	52,038	52,038	-	-	-	10,105	9,473	9,473
Killingly	265,435	241,101	241,101	-	-	-	158,610	155,145	155,145
Killingworth	103,880	96,343	96,343	-	-	-	18,280	18,549	18,549
Lebanon	33,143	28,014	28,014	-	-	-	36,533	37,612	37,612
Ledyard	693,548	1,009,346	1,009,346	-	-	-	949,184	960,637	960,637
Lisbon	7,577	7,064	7,064	-	-	-	29,329	28,884	28,884
Litchfield	79,188	78,868	78,868	-	-	-	21,685	21,559	21,559
Lyme	16,461	16,352	16,352	195	197	197	9,113	8,442	8,442
Madison	540,719	597,676	597,676	-	-	-	20,366	19,610	19,610
Manchester	844,806	808,775	808,775	866,237	826,622	826,622	598,186	603,833	603,833
Mansfield	7,656,351	7,275,531	7,275,531	-	-	-	207,662	209,564	209,564
Marlborough	16,534	18,914	18,914	-	-	-	18,229	17,783	17,783
Meriden	432,065	410,619	410,619	1,256,048	1,199,079	1,199,079	907,031	915,592	915,592
Middlebury	20,089	39,393	39,393	-	-	-	18,094	17,614	17,614
Middlefield	10,411	9,853	9,853	-	-	-	21,025	21,584	21,584
Middletown	2,573,487	3,454,395	3,454,395	4,087,232	6,809,797	6,809,797	1,253,270	1,265,100	1,265,100
Milford	556,477	534,138	534,138	448,475	429,663	429,663	399,010	402,777	402,777
Monroe	11,952	11,303	11,303	-	-	-	35,497	34,858	34,858
Montville	1,979,859	2,272,703	2,272,703	-	-	-	1,068,665	1,021,740	1,021,740
Morris	17,550	23,705	23,705	-	-	-	11,262	10,968	10,968
Naugatuck	91,305	83,678	83,678	-	-	-	218,529	235,040	235,040
New Britain	3,710,093	3,939,191	3,939,191	2,692,730	2,866,351	2,866,351	2,298,649	2,320,347	2,320,347
New Canaan	47,151	37,384	37,384	-	-	-	9,293	8,678	8,678
New Fairfield	20,607	19,440	19,440	-	-	-	26,468	26,490	26,490
New Hartford	19,654	18,705	18,705	-	-	-	21,796	21,722	21,722
New Haven	6,879,419	7,465,427	7,465,427	43,465,332	41,906,620	41,906,620	6,537,304	6,316,255	6,316,255
Newington	749,383	718,533	718,533	1,633,915	1,893,374	1,893,374	254,786	283,836	283,836
New London	414,949	433,673	433,673	5,032,102	4,999,442	4,999,442	1,807,956	1,830,304	1,830,304
New Milford	32,756	30,908	30,908	221,957	202,262	202,262	84,077	84,835	84,835
Newtown	946,060	877,156	877,156	-	-	-	952,649	939,179	939,179
Norfolk	90,248	75,781	75,781	47,767	42,235	42,235	14,208	13,077	13,077
North Branford	5,680	5,416	5,416	2,434	2,315	2,315	45,449	44,950	44,950
North Canaan	25,017	25,021	25,021	-	-	-	25,740	24,923	24,923
North Haven	119,369	110,709	110,709	647,579	608,382	608,382	158,406	159,901	159,901
North Stonington	23,626	22,214	22,214	-	-	-	893,855	896,887	896,887
Norwalk	404,528	510,173	510,173	1,571,461	2,596,840	2,596,840	855,995	864,075	864,075
Norwich	804,821	1,057,532	1,057,532	810,449	1,074,027	1,074,027	2,002,692	2,019,673	2,019,673

**A RESOLUTION PROVIDING FOR A SPECIAL APPROPRIATION FOR \$75,000 TO BE FUNDED FROM THE CAPITAL NON-RECURRING FUND (FUND 144) FOR THE COMPLETION OF PHASE 1 AND PHASE 2 OF THE NEWTOWN MUNICIPAL BUILDINGS STRATEGIC PLAN OPM SERVICES PER THE DPM AMENDED 02/24/2015 PROPOSAL & FOR CONSULTING FEES FOR FACILITIES ASSESSMENT & SPACE NEEDS SERVICES.**

ADDITIONAL AMOUNT FOR PHASE 1 – PLAN PREPARATION	12,816	
PHASE 2 – RESEARCH & ASSESSMENT OF FACILITIES AND OF TOWN USES	18,512	
PHASE 3 – MUNICIPAL BUILDING STRATEGIC PLAN – FISCALYEAR 2015-16	-----	
RFP FOR FACILITIES ASSESSMENT AND SPACE NEEDS SERVICES	<u>35,000 – 45,000</u>	
<b>TOTAL REQUEST</b>	75,000	(INCL REIMBURSABLES)



**D I V E R S I F I E D**  
**P R O J E C T M A N A G E M E N T**

111 Founders Plaza, Suite 1404  
East Hartford, CT 06108

Telephone  
860 882 5600

Facsimile  
860 218-2006

[www.dpm-inc.com](http://www.dpm-inc.com)

Mr. Robert Tait  
Controller  
Town of Newtown  
2 Primrose Lane  
Newtown, CT 06470

Re: Municipal Buildings Strategic Plan OPM Services

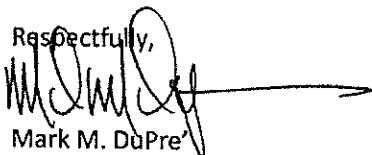
Dear Bob,

I apologize for this overdue notice regarding the change in schedule on the aforementioned project. As you may know, when our original proposal was accepted the schedule was to have phase 1 complete 8/31/14. Since then the schedule has stretched at the request of the project team and is now quite different. GERALYN has worked diligently to keep our fee within the original proposal, and considering the timeline she has done a very good job of it. However, we are now only 2/3<sup>rd</sup>s of the way thru phase 1 scope of work and as you know, we have now reached our phase 1 fee estimate. I spoke briefly with Pat Llodra regarding this and she recommended I send a letter directly to you to address the changes. Thus we need to amend our original agreement to include the new schedules, as we are planning them now.

In brief the growth of the schedule has been cause for increased meetings and coordination which has impacted our ability to meet our original proposal. Attached is the original Proposal and Fee matrix from our 6-4-14 signed agreement. I have amended it to address the Phase 1 scope that is still pending and added a new fee matrix showing the anticipated schedule for each future phase as well as our estimated fee. Concerning Phase 1 we will need to add \$12,816.00 to the existing allocation to address GERALYN's time through 4-5-15. The other phases are provided as a reference and shall not be proceeded to without written authorization from the Town of Newtown.

If you have any questions you can reach out to me or GERALYN. To approve attached Contract Amendment, please sign it and return to me at your earliest convenience.

Respectfully,



Mark M. DuPre

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

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

Blue text is scope of work complete to date:

## 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

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- 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:** 2/1/15 to 4/5/2015 (Phase 1 only)

**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 \$12,816.00 (Twelve Thousand, Eight Hundred and sixteen 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.

Original Fee estimate 06/04/14

## Town of Newtown, Municipal Buildings Strategic Plan

Date Range	No. Wks.	Mark DuPre		Geryl Hbrauf		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	\$17,815
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		\$41,180		\$0	\$47,425

*"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 Rielly  
Vice President of Operations  
EDC

### 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

# Fees, Terms and Conditions

## Town of Newtown, Municipal Buildings Strategic Plan AMENDED

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 2/1/2015 4/5/2015	9	1	9	8	72	0	0	\$12,816
Phase 2 Research and Assessment of Facilities and of Town Uses 4/5/2015 7/5/2015	13	1	13	8	104	0	0	\$18,512
Phase 3 Municipal Buildings Strategic Plan 7/5/2015 10/4/2015	13	1	13	10	130	0	0	\$22,542
<b>Total Hrs.</b>			35		306		0	341
<b>Cost / Hr.</b>			\$184		\$155		\$109	
<b>Cost PP.</b>			\$6,440		\$47,430		\$0	\$53,870

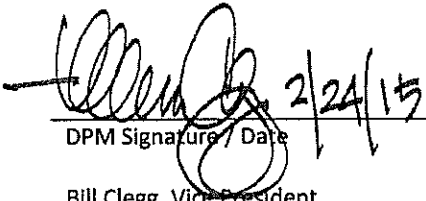
### 2015 HOURLY PERSONNEL RATES

Principal / Vice President	\$195/hr
Project Executive	\$184/hr
Senior Project Manager/Software Engineer	\$155/hr
Senior Project Planner	\$128/hr
Project Manager	\$112/hr
Assistant Project Manager	\$83/hr
Administrative/Clerical	\$65/hr

### REIMBURSABLE EXPENSES

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 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.

  
 \_\_\_\_\_  
 DPM Signature / Date  
 Bill Clegg, Vice President  
 DPM Hartford

\_\_\_\_\_  
 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. 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 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.

*"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 Ristaino  
Vice President of Finance  
Advent International*

# Fees, Terms and Conditions

- 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

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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.

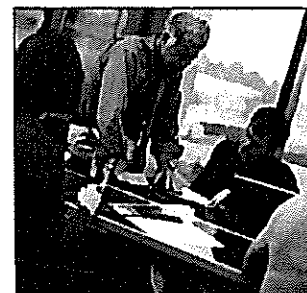
### ***Stability & Professional Development***

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 Bamman  
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*

3 PRIMROSE STREET  
NEWTOWN, CT 06470  
TEL. (203) 270-4201  
FAX (203) 270-4205  
[www.newtown-ct.gov](http://www.newtown-ct.gov)



**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 charge 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

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

Board of Finance Recommended 2015 – 2016 Annual Budget

03/12/2015

**DEPARTMENT: CONTINGENCY**

**MISSION/DESCRIPTION**

The contingency account is established to provide for unforeseen costs that may arise during the year. There are no expenditures in this account, only budget transfers to other accounts.

**BUDGET HIGHLIGHTS**

In the prior year's expenditure columns you will see zero expenditure's for each year. This is because there are no expenditures in this account, only budget transfers. The following are the original budget amounts for this account:

<u>2007/2008</u>	<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>	<u>2011/2012</u>	<u>2012/2013</u>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
\$540,000	\$369,742	\$455,654	\$509,000	\$400,000	\$250,000	\$520,000**	\$250,000	\$350,000

\*\* Includes \$270,000 for school security

An additional \$100,000 has been added to the prior year contingency amount due to many salary amounts still being reported as 2014-15 levels.

**CONTINGENCY BUDGET**

CONTINGENCY FUND	2012 - 2013 ACTUALS		2013 - 2014 ACTUALS		ADOPTED	2014 - 2015 AMENDED		ESTIMATED	2015 - 2016 BUDGET		1C	CHANGE
	1st SELECTMAN PROPOSED	BOS PROPOSED	BOF RECOMMENDED	ADOPTED		%						
CONTINGENCY					250,000	144,063	7,460	350,000	350,000	350,000		\$
												205,937
												142.95%

WN CONTINGENCY ACCOUNT

Fiscal Year 2014-2015

Orig Budget 250,000

<u>Date</u>	<u>Description</u>	<u>Amount</u>
7/17/2014	PARKS & RECREATION CONTRACT	23,595
7/17/2014	MUNICIPAL BUILDING PLAN	17,615
7/17/2014	COMMUNICATIONS CONTRACT	27,227
9/18/2014	DEMOLITION - GREAT HILL RD	29,000
1/12/2015	EOC UPS REPLACEMENT	8,500
1/22/2015	NUTMEG NETWORK	7,000
1/22/2015	PERMITTING SOFTWARE	30,000
1/22/2015	LEGAL SERVICES	50,000
1/22/2015	ENERGY AUDIT	49,603

AMOUNT AVAILABLE IN BUDGET

7,460

WINTER STORM BREAKDOWN

2014-2015

Storm #	DATE	DAY	TIME IN	TIME OUT	TYPE OF STORM	USED YDS	SAND PER YD	USED TONS	TREATED SALT COST	OVERTIME HOURS	OVERTIME COST	TOTAL COST OF STORM
1*	11/14/2014	Friday	12:00 AM	7:00 AM	Light snow	51.67	\$839.64	121.63	\$9,762.02	187	\$ 7,819.02	\$ 18,420.68
2*	11/26-27/14	Wed	10:00 AM	3:00 AM	Snow/Rain/Sleet	179.36	\$2,914.60	424.88	\$34,100.87	318.75	\$ 14,454.66	\$ 51,470.13
3*	12/9/2014	Tues	1:00 AM	4:30 PM	Rain/Ice	60.88	\$986.05	146.46	\$11,754.88	160.25	\$ 6,725.06	\$ 19,465.99
4*	12/10-12/11/14	Wed-Thur	10:30 PM	1:30 AM	Snow	159.81	\$2,596.91	355.42	\$28,526.01	97.75	\$ 4,101.87	\$ 35,224.79
5*	12/21/2014	Sunday	10:00 PM	1:00 AM	Dusting	26	\$422.50	61.2	\$4,911.91	30	\$ 1,203.75	\$ 6,538.16
6*	1/3/2015	Saturday	2:15 PM	8:15 PM	Snow	106.01	\$1,722.66	254.45	\$20,422.16	139	\$ 5,808.86	\$ 27,953.68
7*	1/9/2015	Friday	7:00 AM	3:30 PM	Light Snow	99.03	\$1,609.24	222.64	\$17,869.09	0	\$ -	\$ 19,478.32
8*	1/12-1/13/2015	Monday	5:00 AM	7:00 AM	Snow/Ice	177.22	\$2,879.83	425.68	\$34,157.05	198.5	\$ 8,323.17	\$ 45,360.05
9*	1/18-1/19/2015	Sun-Mon	8:00 AM	9:30 PM	Rain/Ice	245.87	\$3,995.39	688.61	\$55,267.84	296	\$ 14,009.83	\$ 73,273.06
10	1/24/2015	Saturday	1:30 AM/8 PM	2:00 PM/12A	Snow	190.63	\$3,097.74	459.48	\$36,877.86	456.75	\$ 19,100.45	\$ 59,076.05
11	1/26-1/28/2015	Mon-Wed	7:00AM/3 AM	5:15PM/7AM	Snow/Blizzard	173.81	\$2,824.41	417.21	\$33,485.27	674.5	\$ 27,287.60	\$ 63,597.29
11 Cont	1/28/2015	Wed			*Cont:Storm 11	69.32	\$1,126.45	166.73	\$13,381.75			\$ 14,508.20
12	1/30-1/31/2015	Friday	2:45AM/9AM	7:00 AM/12PM	Snow/Blizzard	137.69	\$2,237.46	327.85	\$26,313.24	153	\$ 6,374.26	\$ 34,924.96
13	2/1-2/2/2015	Sun-Mon	10:15 PM	9:30 PM	10"+ Snow	91.35	\$1,484.44	215.66	\$17,308.87	414.25	\$ 17,328.59	\$ 36,121.90
13 Cont	2/3/2015	Tues	Preset 3AM	7:00 AM	*Cont:Storm 13	178	\$2,892.50	212.4	\$17,047.22	122.5	\$ 5,118.32	\$ 25,058.04
14	2/6/2015	Thurs	3:00 AM	7:00 PM	Snow	199.58	\$3,243.18	75.68	\$6,074.08	108.75	\$ 4,549.47	\$ 13,866.72
15	2/8-2/9/2015	Sun-Mon	5:15PM	7:00 PM	Snow	400.73	\$6,511.86	100.6	\$8,074.16	524	\$ 21,902.15	\$ 36,488.17
15 Cont	2/10/2015	Tues	Preset 4AM	3:30 PM	*Cont Storm15	250.8	\$4,075.50	76.34	\$6,127.05	92.25	\$ 3,857.90	\$ 14,060.45
16	2/12/2015	Thurs	5:30 PM	11:30 PM	Snow	189.36	\$3,077.10	75.74	\$6,078.89	85	\$ 3,570.83	\$ 12,726.82
17	2/14-2/15/15	Sat	3:30 PM	7:15 PM	Snow	268.89	\$4,369.46	105.78	\$8,489.90	474.25	\$ 19,776.81	\$ 32,636.18
18	2/17/2015	Monday	4:30 AM	7:00 AM	Snow	164.22	\$2,668.58	67.47	\$5,415.14	94	\$ 3,929.08	\$ 12,012.80
19	2/21-2/22/15	Sat-Sun	3:30 PM	7:00 AM	Snow	243.05	\$3,949.56	98.51	\$7,906.41	571.75	\$ 23,892.78	\$ 35,748.76
19 Cont	2/23/2015	Mon	5:00 AM	7:00 AM	*Cont: Storm 19	24.72	\$401.70	9.37	\$752.04	85.25	\$ 3,579.55	\$ 4,733.29
20	3/1-3/2/15	Sun-Mon	11:00 AM	7:00 AM	Snow	368.02	\$5,980.33	140.79	\$11,299.81	609.5	\$ 25,457.25	\$ 42,737.38
21	3/3-3/4/15	Tue-Wed	3:30 PM	7:00 PM	Snow	304.92	\$4,954.95	117.75	\$9,450.62	512.75	\$ 21,359.54	\$ 35,765.11
22	3/5/2015	Thurs	2:00 AM	4:45 PM	Snow	268.2	\$4,358.25	105.66	\$8,480.27	198	\$ 8,266.06	\$ 21,104.58
23	3/16/2015	Monday	12:30 PM	3:00 AM	Ice on Roads	55.5	\$901.88	24.317	\$1,951.68	77	\$ 3,238.49	\$ 6,092.05
24	3/20-3/21/15	Friday-Sat	1:15 PM	12:30 AM	Snow	189.79	\$3,084.09	223.94	\$17,973.42	247.75	\$ 10,355.43	\$ 31,412.94
25	3/28-3/29/15	Sat-Sun	9:15 PM	2:00 AM	Snow	84	\$1,365.00	93.22	\$7,481.84	57	\$ 2,497.85	\$ 11,344.69
<b>TOTAL</b>						<b>4958.23</b>	<b>\$80,571.24</b>	<b>6515.37</b>	<b>\$466,741.36</b>	<b>6985.5</b>	<b>\$293,888.63</b>	<b>\$ 841,201.22</b>

\*Reports adjusted after truck tonnage capacity verification

Budgeted:

OT \$156,370  
 Salt \$320,342  
 Sand \$ 63,407