



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR STEPHEN WOODS

NEWINGTON TOWN COUNCIL

Conf. Room L-101 (Lower Level) – Town Hall
131 Cedar Street

AGENDA
December 10, 2013
7:00 P.M.

AMENDED – December 9, 2013

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- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
 - IV. REMARKS BY COUNCILORS
 - V. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. 8-24 Report Referral: State Easement at Routes 175 and 176 (Town Center Green)
 - VI. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken Only by Waiving the Rules.**)
 - A. Landfill Closure Grant Funding
 - B. Discussion: Housing Connections of Connecticut Program
 - C. Economic Development Update
 - D. Facilities Naming – Former Mayor William Reynolds
 - E. Purchase of State Land – Main Street
 - F. High School Code Compliance – Approve Plans and Specifications
 - G. Town Council 2014 Regular Meeting Schedule
 - H. Consideration of Canceling the December 17, 2013 Regular Meeting (**Action Requested**)
 - VII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Appointments to Boards and Commissions
 - 1. Affordable Housing Monitoring Agency
 - 2. Commission on Aging and Disabled
 - 3. Balf-Town Committee
 - 4. Board of Education Roof Replacement Project Building Committee
 - 5. Capitol Region Council of Governments
 - 6. CCHD Board of Health
 - 7. Committee on Community Safety

Phone: (860) 665-8510 Fax: (860) 665-8507
townmanager@newingtonct.gov
www.newingtonct.gov

8. Conservation Commission
9. Development Commission
10. Downtown Revitalization Committee
11. Employee Insurance & Pension Benefits Committee
12. Environmental Quality Commission
13. EMS Committee
14. Board of Ethics
15. Fair Rent Commission
16. Board of Fire Commissioners
17. Newington Housing Authority
18. Open Space Committee
19. Human Rights Commission
20. Newington School Career Technical Program Renovation Project Building Committee
21. Open Space Committee
22. Board of Parks and Recreation
23. School Improvements Project Building Committee
24. Senior & Disabled Center Roof Replacement Project Building Committee
25. Standing Insurance Committee
26. Town Plan & Zoning Commission
27. Tri-Town Community Cable Access
28. Vehicle Appeals Board
29. West Meadow Cemetery Expansion Project Building Committee
30. Zoning Board of Appeals

VIII. TAX REFUNDS (**Action Requested**)

IX. MINUTES OF PREVIOUS MEETINGS (**Action Requested**)

- A. Organizational Meeting: November 12, 2013
- B. Regular Meeting: November 26, 2013

X. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC

XI. COUNCIL LIAISON/COMMITTEE REPORTS

XII. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XIII. REMARKS BY COUNCILORS

XIV. EXECUTIVE SESSION RE: CONTRACTUAL LEASE AGREEMENT

XV. ADJOURNMENT

AGENDA ITEM: V.A.

DATE: 12-10-13

RESOLUTION NO. _____

RESOLVED:

That the Town Manager is hereby directed and authorized to submit to the Town Plan and Zoning Commission for its report in accordance with Section 8-24 of the Connecticut General Statutes, a property acquisition easement in favor of the State of Connecticut at the intersection of Main Street and East Cedar Street, as indicated in the attached plan entitled "Town of Newington, Map Showing easement Acquired from Town of Newington by The State of Connecticut, Department of Transportation, Route 175 (East Cedar Street) at Route 176 (Main Street), Scale 1"=10, May 2013)."

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

**TOWN OF NEWINGTON
DEFINED EASEMENT FOR HIGHWAY PURPOSES
AREA = 519 ± SQ.FT.**

EASEMENT FOR HIGHWAY PURPOSES AND APPURTENANCES THERETO ACQUIRED.

**DEFINED TRAFFIC EASEMENT
AREA = 371 ± SQ.FT.**

EASEMENT TO INSTALL AND MAINTAIN TRAFFIC SIGNALIZATION DEVICES AND APPURTENANCES THERETO ACQUIRED.

RIGHT TO REMOVE SPAN POLE

HD
ND)

PRESENT MAIN STREET - (CT ROUTE 176)

120' (CHD TO BEGINNING OF TRAFFIC EASEMENT)
149.71'(S) (CHD-CHD)
HIGHWAY LINE

ELEC OUTLET

8" SAN SEWER

10" CHERRY

SIGN

PROPOSED 2" RMC

LIMIT OF DEFINED EASEMENT (TRAFFIC)

PROPOSED SPAN POLE

PROPOSED 2" RMC

REMOVE EXISTING SPAN POLE

CONC WALK

FLAG POLE

CONC

TRAFFIC EASEMENT (AREA)

HIGHWAY EASEMENT (AREA)

UPO NO*

15'±

180°

36'±

51'±

12'±

11'

GRAN. CURB CHD N/F

48'±

HIGHWAY LINE

212'

SPAN

125°

7'±

PED

BRICK

GRAN. CUR

Rte. 175 N CEDAR STREET

PRESENT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 05, 2013
Re: Landfill Closure

A formal grant application must be submitted to the state for the Town of Newington to utilize the \$460,000 grant from the Dept. Of Economic and Environmental Protection for the closure of the Town's landfill.

Attached, are several documents initiating the process. Also, attached is a resolution to be considered as the next Town Council meeting.

Attach.



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

October 31, 2013

Mr. Robert Hillman
Assistant Highway Superintendent
Town of Newington
131 Cedar Street
Newington, CT 06111-2644

Re: Town of Newington Landfill Closure Grant

Dear Mr. Hillman:

Enclosed for signature are 2 copies of a contract between the Town of Newington and the Department of Energy and Environmental Protection providing funding for the project entitled "Closure of the Newington Landfill, Main Street, Newington, Connecticut". Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$460,000 and will be in effect 60 months from the contract execution date.

For timely contract approval, we request that the attached instructions be carefully executed as soon as possible.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 424-3250.

Sincerely,

Marianne Wisker
Fiscal Administrative Officer
Bureau of Materials Management
and Compliance Assurance

enclosures

Contract
Processing Instructions
Model Resolution/Incumbency Certification

Processing Instructions

1. Obtain a sealed and certified **signature resolution**, making sure that the contractor name identified in the contract is identical to that name listed in the signature resolution. If your facility does not have a corporate seal, please indicate this at the bottom of the resolution. Please note that the resolution must be signed by an individual other than the individual authorized to sign the contract, and all signatures must match the printed names exactly (including use of initials, etc.). The resolution must be approved on or before the date of contract signature. A model has been attached for your use and is also available in electronic format at:
http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf;
2. If the Signature Resolution identifies only the title of the person authorized to sign the contract, but does not specify the individual's name, or is more than 30 days old, obtain a signed and sealed "**incumbency certification**" indicating that the person who signed the contract was the incumbent official on the date of the signing. A model has been attached for your use and is also available in electronic format at:
http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf;
3. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Town of Newington	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 131 Cedar Street, Newington, CT 06111	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Materials Management & Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127	CONTRACTOR FEIN/SSN 066002047F-001

CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 60 months from execution	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
 Appendix A consists of 3 pages numbered A-1 through A-3 inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1. Budget is attached hereto as Appendix C, and made a part hereof. (Appendix C consists of one page numbered C-1).

Total Payments Not to Exceed \$460,000.00.

(11) OBLIGATED AMOUNT \$460,000.00											
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account	
\$460,000.00	DEP43930	12052	40510	63011	DEPA00022100002	155005	2014			55050	

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.); P.A.# 99-242, Sec.13(b)(5)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) X	TITLE X DATE X
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
 - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

- h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
14. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
22. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
23. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
25. Protection of State Confidential Information.
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A
SCOPE OF WORK

Purpose: To provide a grant-in-aid contract between the Department of Energy and Environmental Protection (DEEP) and the Town of Newington, hereinafter referred to as the "Contractor", for the closure of the Newington Landfill, located on Main Street, Newington, Connecticut.

Description: The Contractor agrees to conduct a project entitled: **Closure of the Newington Landfill, Main Street, Newington, Connecticut.**

1. Project: The Contractor shall close the landfill in accordance with an allocation by the State Bond Commission on July 26, 2013, a grant-in-aid to the Town of Newington in the amount of \$460,000 and with provisions included in the Stewardship Permit (Permit No. DEEP/SWM/CS-094-026 issued by DEEP on June 25, 2013. The permit is on file with DEEP's Bureau of Materials Management and Compliance Assurance, Waste Engineering and Enforcement Division, 79 Elm Street, Hartford, Connecticut. The Contractor shall pay that part of the total cost of the project which is in excess of the applicable state grant.

The following activities/items associated with the closure of the landfill are reimbursable under this grant:

- Engineering*
- Site Preparation
- Erosion Control
- Import Soil Materials
- Grading and Capping
- Hydro seeding/stabilization

*Engineering expenses, which are reimbursable, shall not exceed \$46,000 or 10% of the total grant awarded.

Post-closure activities are not eligible for reimbursement under this grant.

- 2. Forms and Applications:** The Contractor shall properly execute all forms and applications prescribed by the Commissioner.
- 3. Plans and Specifications:** The Contractor shall submit Project plans and specification to the DEEP for review and approval. The Contractor shall construct the Project in accordance with the DEEP approved contract plans and specifications.
- 4. Easements:** The Contractor shall ensure that all necessary easements and/or rights-of-way are obtained and shall submit to the DEEP a legal opinion indicating that such easements and/or rights-of-way have either been obtained or are not required.
- 5. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 6. Construction Commencement Approval:** The Contractor shall obtain DEEP authorization prior to the award of any construction contract.

7. **Notice to Proceed:** Upon DEEP's authorization to award each construction contract, the Contractor shall forward a copy of the notice to proceed to DEEP.
8. **Change Orders:** All changes to the approved Project plans and specifications must be submitted to the DEEP for review. The Contractor must obtain DEEP approval for such changes.
9. **As-Built Plans:** Following completion of construction of the Project, the Contractor shall submit to DEEP As-Built Plans, certified by a professional engineer (P.E.).
10. **Records:** The Contractor agrees to keep separate accounts by Project for the receipt and disbursement of all eligible funds for the Project.
11. **Project Summaries:** If requested by the DEEP, the Contractor shall provide summaries of project status to the DEEP during the time in which this contract is in effect. Such summaries shall include a brief description indicating the work completed to date.
12. **Reimbursement Requests:** The Contractor shall submit requests for reimbursements in accordance with Appendix B entitled "Schedule of Payments".
13. **Budget:** The Contractor shall adhere to the Budget which is included of the same title in this contract on page C-1 entitled Appendix C, Project Budget/Final Financial Report. The Contractor shall submit to DEEP for review and approval a more detailed budget of the construction portion of this Project once the vendor is selected to perform the construction. The Contractor shall obtain written approval from DEEP on changes in the budget items when cumulative transfers exceed 10% of the total budget.
14. **Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Bureau of Materials Management/Compliance Assurance
Waste Engineering and Enforcement Division (WEED)
David McKeegan, Environmental Analyst 3
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

15. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

16. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to the DEEP, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

17. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items must be included. A sample format is attached as Appendix C, Project Budget/Final Financial Report.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this contract is Four Hundred Sixty Thousand dollars (\$460,000.00) to complete work described in Appendix A (Scope of Work).

Payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this contract, and shall be scheduled as follows, provided that the total sum of all payments for this Project shall not exceed the maximum amount noted above.

- a. The Contractor shall submit requests for reimbursement no more often than on a monthly basis. The Contractor shall submit supportive documentation providing proof of expense incurred related to the Project described in Appendix A.
- b. Payment shall be processed contingent upon receipt of detailed invoices with the required supportive documentation, subject to review and approval by DEEP, less 10% retainage. Retainage shall be held until completion of the Project to the satisfaction of DEEP. Total sum of all payments shall not exceed total Project costs.
- c. Retainage shall be paid following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met.

Should total Project costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Connecticut Department of Energy and Environmental Protection" within 90 days of the contract expiration date.

APPENDIX C

PROJECT BUDGET/FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Engineering & Professional Services			
Site Preparation			
Erosion Control			
Import Soil Materials			
Grading and Capping			
Hydro Seeding/Stabilization			
Totals			



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

GUIDANCE FOR MUNICIPAL AUTHORIZATIONS

5/13/2010

Contracts must be accompanied by appropriate documentation evidencing the following three things:

- (1) the authority of the municipality to enter into contracts;
- (2) the authority of a particular officer to execute contracts on behalf of the municipality; and
- (3) that the officer signing for the municipality in fact holds the office that he/she purports to hold.

“Appropriate documentation” usually involves a document from the Clerk or other appropriate officer of the municipality setting forth a copy of a resolution. A sample resolution form is attached.

Municipalities need not obtain a new authorization if the municipality provides a copy of one that is less than one year old or has been certified to be valid within the past 12 months. However, if the resolution has been passed or certified more than 30 days prior to the signature of the municipal official, the municipality **must obtain an incumbency certificate, dated no more than 30 days prior to the signature of the municipal official**, which affirms that the officer signing the agreement in fact holds that office. A sample incumbency certificate is listed below.

[Print on Letterhead]

SAMPLE

INCUMBENCY CERTIFICATION

I, [Name], [Clerk, etc.] of the [Town / City] of [Enter Municipality Name], DO HEREBY certify that as of [Date of Contract Signing], [Name of Incumbent Authorized Official] holds the office of the [Title of Authorized Official] and has held that office since [Date Appointed].

I, further certify the attached to be a true copy of the resolution duly adopted at the [Type of Meeting] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

IN WITNESS WHEREOF, the undersigned has affixed [his/her] signature this [1st, etc.] day of [Month], [Year].

Signature

[Clerk, etc.]

[Print on Letterhead]

SAMPLE RESOLUTION FOR MUNICIPALITIES

"Certified Resolution"

Be it resolved that it is in the best interests of the [Town / City] of [Enter Municipality Name] to enter into contracts with the Department of Energy and Environmental Protection.

In furtherance of this resolution, [Name of Authorized Official] the [Title of Authorized Official] is duly authorized to enter into and sign said contracts on behalf of the [Town / City] of [Enter Municipality Name]. [Name of Authorized Official] currently holds the [Title of Authorized Official] and has held that office since [Date Appointed]. The [Title of Authorized Official] is further authorized to provide such additional information and execute such other documents as may be required by the local, state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

I, [Name], the [Clerk, etc.] of the [Town / City] of [Enter Municipality Name], do hereby certify this to be a true copy of the resolution duly adopted at the [Type of Meeting] on [Date], and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

[Clerk, etc.]

Date

HOUSING CONNECTIONS of connecticut

A network of opportunities for community developers

**Made possible by support from the
Connecticut Housing Finance Authority**

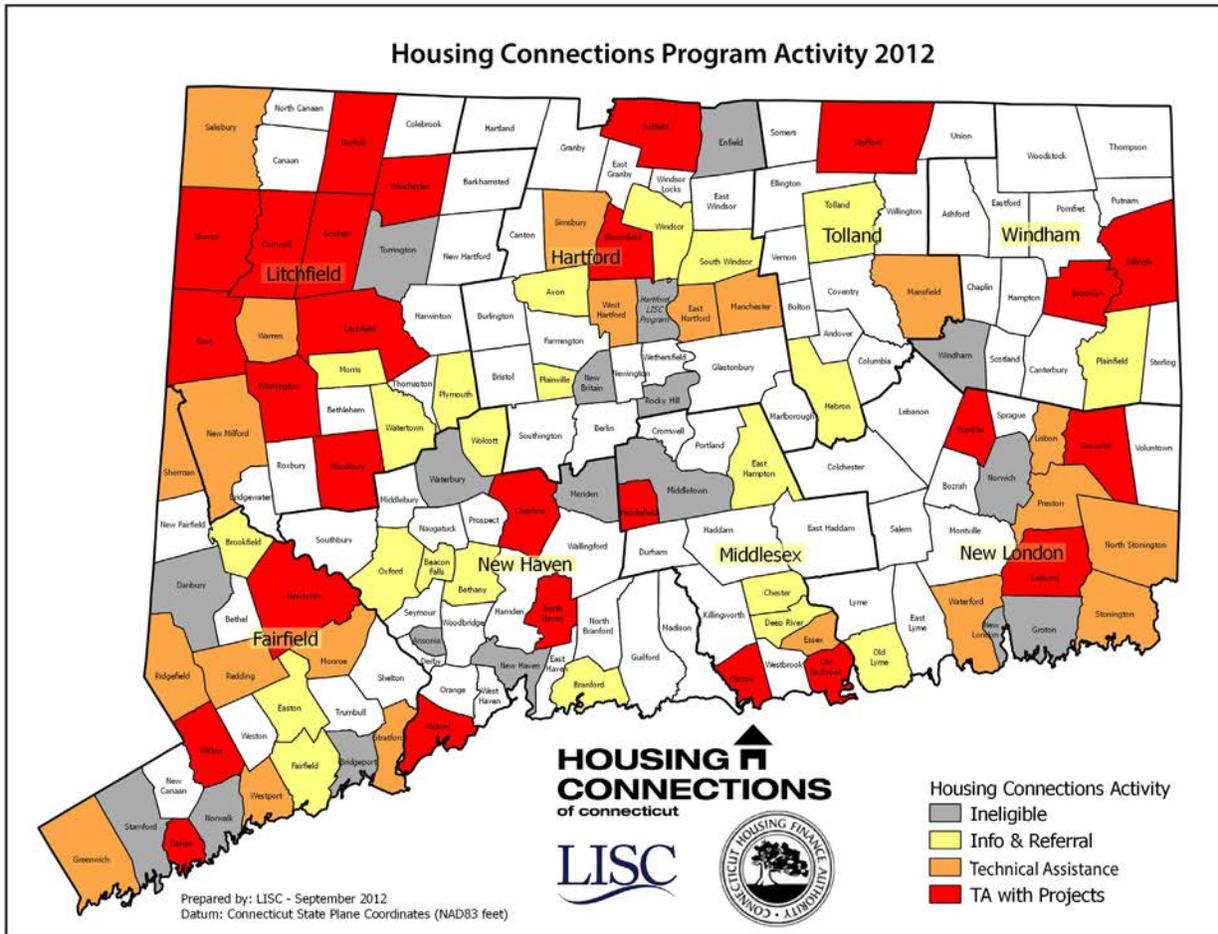


Housing Connections of Connecticut works in Connecticut's suburban and rural towns, helping local residents to address the affordable housing needs of their communities. Local Initiatives Support Corporation (LISC) and the Connecticut Housing Coalition offer technical assistance with planning, site selection, design, financing, development and management of affordable housing. This program has been supported since 2007 by a contract from the Connecticut Housing Finance Authority (CHFA).

Housing Connections works with a variety of local partners including non-profits, community organizations, local governments, housing authorities and small for-profit developers. Here are some highlights:

- From Greenwich to Killingly, Salisbury to Stonington, Housing Connections has provided services to 68 of the 151 eligible towns in the state.
- 5 communities have formed or strengthened local housing organizations.
- 8 communities completed housing plans or needs assessments.
- 15 organizations have site control for 15 new developments.
- 8 of these organizations are assembling financing commitments.
- 5 developments have completed construction.
- The Housing Connections portfolio includes 542 affordable homes in 22 communities with 23 organizations.
 - 338 family and 204 elderly homes
 - 169 completed homes and 84 in construction
 - 379 new construction and 163 with rehabilitation of existing structures





Housing Connections At Work

Housing Connections links local people with ideas and techniques that can create affordable housing to fit the needs of their communities. Here are some examples of the work and the results:

- Forums on best practices for zoning regulations, resident selection and Real Estate 101 for over 30 participating towns.
- Purchase and rehabilitation of a farmhouse for conversion into family rental housing in a small northwestern town.
- Conversion of a small firehouse into two family rental homes.
- Plans for the creation of an inclusionary zoning ordinance in one suburb and a housing fund in a small town.
- Preservation and rehabilitation of an existing affordable rental development in Northeastern Connecticut.
- Development of a site for an affordable elderly rental development in a rural town with fewer than 1,000 residents.
- Development of a site for homeownership in a rural town, utilizing “green” technology.
- Formation of a local non-profit/regional non-profit partnership to create 16 affordable family rental homes in an affluent suburb.

**To learn more about
Housing Connections
of Connecticut
please contact us at:
860-525-4821**



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: [Click here and type name]
From: John Salomone, Town Manager
Date: December 06, 2013
Re: Housing Connections of CT Program

Councilor Borjeson has requested to place an item on the December 10 Council agenda to discuss the Housing Connections of Connecticut program. Information regarding the program is attached. Pat Spring, Director of Community Development for the program, will be in attendance to discuss and answer Council questions.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 05, 2013
Re: Economic Development Update

Economic Development Director Andy Brecher will be in attendance at the December 10, 2013 Town Council meeting to update and discuss various economic development projects within the Town.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 06, 2013
Re: Facilities Naming Request

The Town Hall Facilities Subcommittee met on December 3 to discuss a request to name a room within Town Hall in honor of Newington's first Mayor, William Reynolds. As a result of the meeting, the Subcommittee recommends naming the Town Hall main lobby in honor of Mayor Reynolds.

Attached, please see the minutes of the Subcommittee meeting as well as the Town Hall Facilities naming policy as adopted by the Town Council on February 13, 2007. The policy dictates the principals and procedure for naming Town-owned property. Per Section II of the policy, the naming of a facility may occur upon the approval by majority vote of the Council.

This item will appear on the Town Council's December 10 agenda for discussion. If the Council concurs with the Subcommittee's recommendation a resolution will appear on a future Council agenda for consideration.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

TOWN COUNCIL

TOWN COUNCIL – FACILITIES NAMING SUBCOMMITTEE

SPECIAL MEETING MINUTES

December 3, 2013
4:00 p.m.

Note: The meeting was held in the Town Manager's Office

Subcommittee Members

Councilor Cohen – present
Councilor Klett – absent
Mayor Woods – present

Staff Members Present

John Salomone, Town Manager
Jaime Trevethan, Executive Assistant

1. CALL TO ORDER

Mayor Woods called the meeting to order at 4:10 p.m.

2. APPOINTMENT OF SUBCOMMITTEE CHAIRPERSON

Mayor Woods moved to appoint Council Cohen as Subcommittee Chairperson. Motion seconded by Councilor Cohen. Motion passed 2-0 (Councilor Klett absent).

3. PUBLIC PARTICIPATION: ON AGENDA - none

4. NEW BUSINESS

A. DISCUSSION: TO CONSIDER NAMING A ROOM IN TOWN HALL IN HONOR OF FORMER MAYOR WILLIAM J. REYNOLDS

Mayor Woods indicated that he was approached by a member of the public, John Jacko, with the suggestion to name a room within Town Hall in honor of former Mayor William Reynolds, the first Mayor of Newington. Mayor Reynolds served as Mayor from 1966-1969.

The subcommittee discussed naming the Town Hall main lobby in honor of Mayor Reynolds. Town Manager Salomone indicated that to the best of his knowledge the lobby has never been named. The subcommittee discussed Mayor Reynolds' accomplishments as the first Mayor of Newington and as an important contributor to the Town Charter as well as his involvement in various veterans' ceremonies in the Town Hall lobby. Councilor Cohen requested that a plaque be placed in the lobby if the Council approves the naming.

The subcommittee discussed the process moving forward, in accordance with the Town's facility naming policy adopted by the Town Council on February 13, 2007. According to the policy, the Town Council shall designate the names of Town facilities via resolution.

Councilor Cohen moved to transmit the request to name the Town Hall main lobby in honor of William Reynolds to the Town Council for consideration. Motion seconded by Mayor Woods. Motion passed 2-0. (Councilor Klett absent)

The item will appear on the December 10, 2013 Town Council agenda for discussion.

5. ANY OTHER BUSINESS PERTAINING TO THE SUBCOMMITTEE - none
6. PUBLIC PARTICIPATION: ON AGENDA - none
7. ADJOURNMENT

Councilor Cohen moved to adjourn the meeting at 4:28 p.m. Motion seconded by Mayor Woods. Motion passed 2-0. (Councilor Klett absent)

Respectfully Submitted,

Jaime Trevethan
Executive Assistant to the Town Manager



JOHN L. SALOMONE
TOWN MANAGER

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

TOWN COUNCIL POLICY – Adopted February 13, 2007

- SUBJECT** : **Naming of Town Owned Property and Features**
- PURPOSE** : To establish a policy and procedure for the naming of all Town owned property, park lands, buildings, facilities and their respective features.
- APPLICABILITY** : This policy shall apply to all Town-owned property (not including schools), park lands, buildings, facilities and their respective features.
- POLICY** : It shall be the policy of the Town of Newington that the Town Council shall approve the naming of all Town owned property, park lands, buildings, facilities and their respective features. In accordance with its respective regulations, the Town Plan and Zoning Commission shall have exclusive authority to name public and private streets.

The term “facility” for purposes of this policy shall mean any Town owned property, park land, building, facility and their respective features. “Features” shall include but not be limited to components of the property such as rooms, fields, trails and other components of the facility.

Preference shall be given to naming facilities after significant geographical, neighborhood and/ or historical elements. On occasion, the Town Council may wish to acknowledge the activities and significant contributions made by individuals to the Town through the use of various naming options.

Section I – Naming Principles

The name given to a Town facility should:

1. give a sense of place, continuity, belonging and celebrate distinguishing characteristics of Newington;
2. maintain a long-standing identification with Newington residents;
3. be understandable to the majority of Newington residents; and
4. shall not be discriminatory or derogatory in nature.

The Town of Newington shall choose names for Town owned property, park lands, buildings, facilities and their respective features based upon its relationship to the following:

- a) The area or neighborhood in which the facility is located;
- b) Natural or geological feature;
- c) An historical name related to Newington’s heritage and/ or historical folklore;
- d) An individual of international, national or state significance; or
- e) An individual for the purpose of recognizing (1) particular activities and significant contributions to the Newington community; (2) outstanding financial contributions made toward the development and/ or enhancement of a facility

In all instances involving a business name, appropriate consideration shall be given to the nature of the business conducted by the subject business, its record of community involvement and/ or giving, its relationship to the Town and any controversy surrounding such business.

Phone: (860) 665-8510 Fax: (860) 665-8507
townmanager@ci.newington.ct.us
www.ci.newington.ct.us

Section II – Naming Process

The Town Council shall designate by resolution the names of Town facilities. The process for naming or renaming a Town facility may be initiated by a written proposal to the Town Manager stating how the proposed name(s) meet the criteria in Section I and a biographical outline of the individual.

The Town Manager shall transmit the request to the Town Council, which upon receipt may be referred to a Town Council standing subcommittee for review and recommendation. The Town Council Facilities Naming Subcommittee shall be comprised of three members appointed by the Town Council. Such recommendation shall state how the proposed name(s) meet the criteria in Section I. Public input shall be sought during the review process.

The naming of a facility may occur upon the approval by majority vote of the Town Council. In the event the naming is not approved by a majority vote of the Town Council, no further action on the proposed name shall be taken. Substantially similar name applications shall not be submitted more than once during any twelve (12) month period, or more than three (3) times in total.

Section III – Naming of Features

The interior and/ or ancillary features of a facility may have names other than the entire facility. The naming of such features shall be subject to the criteria set forth in Section I and the selection process outlined in Section II.

Section IV – Renaming Procedure

The naming of a facility shall be bestowed with the intention that it will be permanent. Consequently, changes to a facility's name shall be strongly resisted and discouraged. Absent exceptional circumstances, only facilities named for an area or neighborhood, natural or geographical feature shall be considered for renaming. Facilities named by deed restriction shall not be considered for renaming.

Facilities named after individuals shall not be renamed unless it is found that the continued use of the name is not in the best interests of the community.

The process for renaming a facility shall be the same for naming as set forth within this policy.

Section V –Corporate Sponsorships

Corporate sponsorship or naming rights may be considered when a corporation or business contributes either financially or in-kind to Town programs, services or facilities in return for recognition, public acknowledgement or other promotional considerations. The Town Council reserves the right to reject offers of corporate sponsorship and/ or naming rights. Corporate sponsorships or naming rights require a signed agreement which includes a sunset provision and specific parameters as to how the sponsor may utilize the Town of Newington's name as well as how the corporate name or advertising brand will be used.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 5, 2013
Re: Purchase Offer of State-owned Land (2116 Main Street)

On November 26, 2013, the Town received a letter from the Connecticut Department of Transportation (copy attached) regarding the proposed sale of a parcel of State-owned land located at 2116 Main Street. The Town of Newington must be offered the right of first refusal prior to the public offering of the property.

As indicated in the letter, the Town must respond within 45 days of the date of the offer if it wishes to purchase the land. If the Town Council agrees by consensus not to proceed with the purchase, the offer will be rejected.

Also attached, please see a GIS map of the parcel.

Attach.

Cc: Craig Minor, Town Planner



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-2416

November 22, 2013

NOV 27 2013

CERTIFIED MAIL

The Honorable Stephen Woods
Mayor
Town of Newington
131 Cedar Street
Newington, Connecticut 06111

Dear Mayor Woods:

Subject: Sale of State Owned Land – 2116 Main Street, Newington
File No.: 93-74-120B

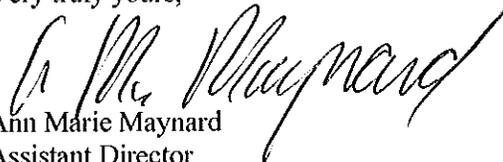
Section 3-14b of the General Statutes of Connecticut provides that prior to the sale of State-owned land, the State shall first notify in writing the Chief Executive Officer or Officers of the municipality in which the land is situated of the State's intention to sell such land.

This letter shall serve as notification pursuant to the statute concerning the parcel(s) of land described above. Subsection (a) of the statute requires the municipality to give written notice to the State of the municipality's desire to purchase such land, subject to the conditions of sale acceptable to the State. The sale price for the subject parcel is \$174,265.00. This sales price is subject to approvals from the Office of Policy and Management and the State Properties Review Board in accordance with Section 13a-80 of the General Statutes of Connecticut.

If the Chief Executive Officer or Officers of the municipality fail to give notice to the State of the municipality's desire to purchase said land within forty-five (45) days, the municipality shall have waived its right to purchase said land.

Please indicate below if the municipality is interested or not interested in acquiring the subject property and return your notification to my attention at the above address.

Very truly yours,

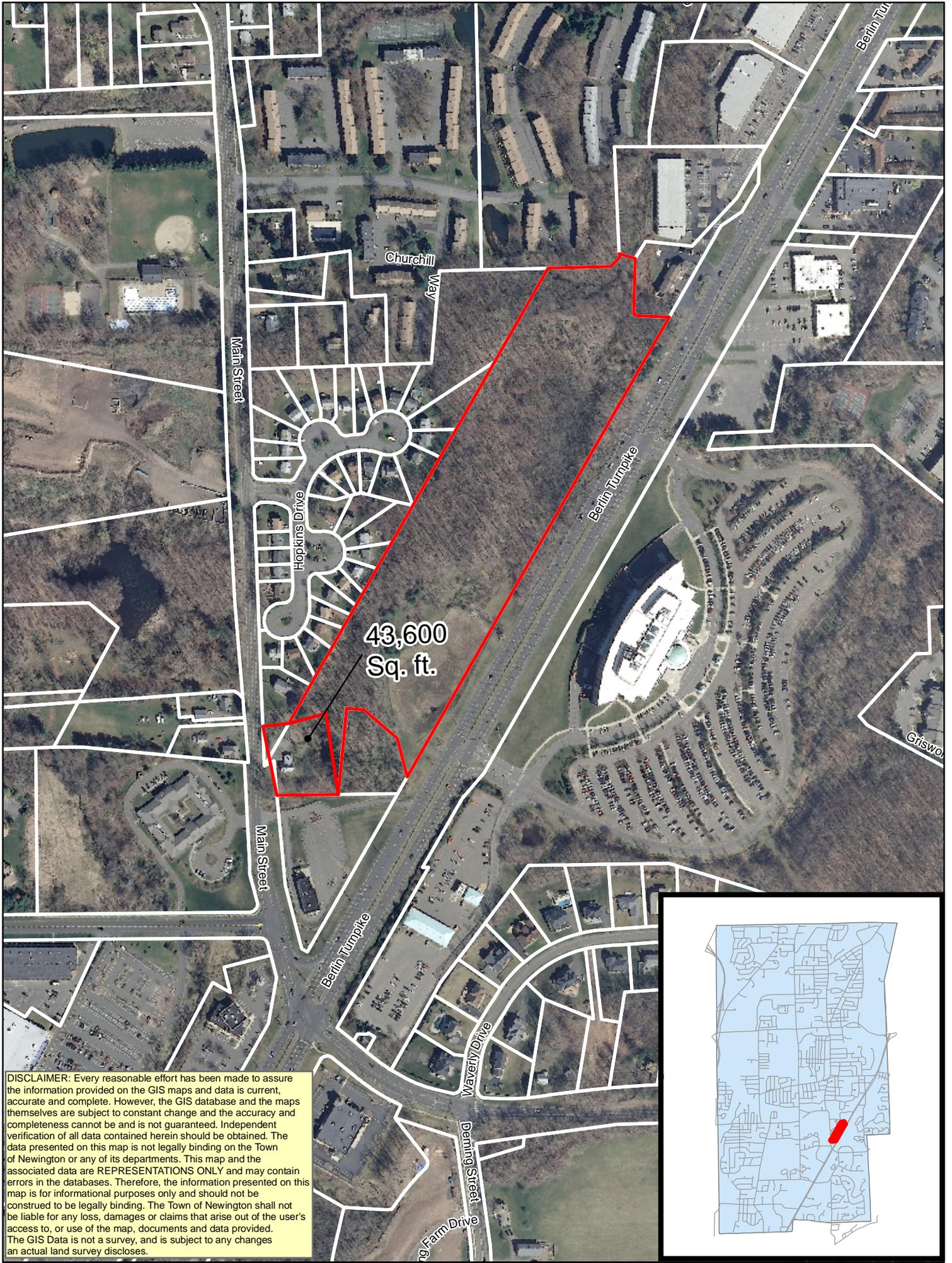

Ann Marie Maynard
Assistant Director
Property Management Section
Division of Rights of Way

- () Interested
- () Not Interested

Chief Executive Officer or Officers

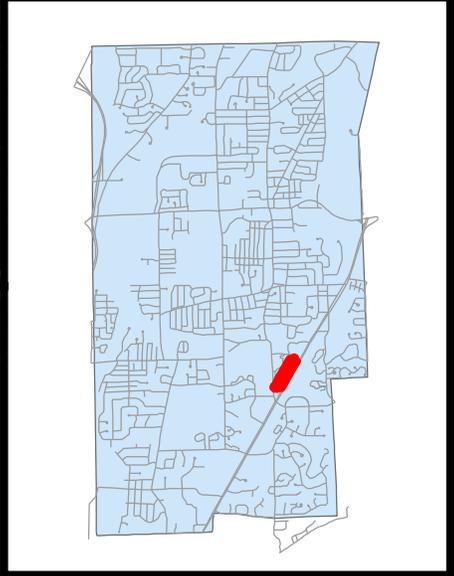
Date

Enclosures



43,600
Sq. ft.

DISCLAIMER: Every reasonable effort has been made to assure the information provided on the GIS maps and data is current, accurate and complete. However, the GIS database and the maps themselves are subject to constant change and the accuracy and completeness cannot be and is not guaranteed. Independent verification of all data contained herein should be obtained. The data presented on this map is not legally binding on the Town of Newington or any of its departments. This map and the associated data are REPRESENTATIONS ONLY and may contain errors in the databases. Therefore, the information presented on this map is for informational purposes only and should not be construed to be legally binding. The Town of Newington shall not be liable for any loss, damages or claims that arise out of the user's access to, or use of the map, documents and data provided. The GIS Data is not a survey, and is subject to any changes an actual land survey discloses.





John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John Salomone, Town Manager
From: Jeff Baron, Director of Administrative Services
Date: December 06, 2013
Re: High School Code Compliance

The School Code Compliance Project Building Committee is scheduled to meet on December 12th to review and approve the plans and specifications for the 2014 work at Newington High School. This work will consist of four primary components. These are air conditioning for the auditorium, a storage system, re-configuration of space to accommodate the various code compliance activities in the auditorium and music area, and a roughly 900 square foot storage addition. Plans and specifications are expected to be approved by both the Project Building Committee and the Board of Education in December. Please place consideration of approval of these plans and specifications on the Town Council Agenda for action at their January 14th meeting and authorization to proceed to bid. Plans and specification will be available for inspection as of December 11th. \$1,000,000 was included in the 2013-14 Capital Improvement Plan for this work.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 3, 2013
Re: Town Council Meeting Schedule - 2014

Attached is a proposed schedule of Town Council meeting dates for 2014. This proposed calendar is presented for Council consideration and can be adjusted however the Council determines. The Council may also cancel, reschedule or add special meetings within Freedom of Information regulations as it sees fit.

A proposed schedule for special meetings pertaining to the Council's review of the Town Manager's budget will be presented when available.

A resolution approving the 2014 schedule will appear on an upcoming Council agenda. It should be noted that the meetings of January 14 and 28, 2014 were included in the approval of the current year's (2013) schedule.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

In compliance with the Freedom of Information Act, the following is a list of meeting dates of the Town Council for 2014.

All meeting times are 7:00 pm.

<u>Date</u>	<u>Date</u>
January 14, 2014	August 12, 2014
January 28, 2014	August 26, 2014
February 11, 2014	September 9, 2014
February 25, 2014	September 23, 2014
March 11, 2014	October 14, 2014
March 25, 2014	October 28, 2014
April 8, 2014	November 4, 2014 (November 11 is Veterans Day)
April 22, 2014	November 25, 2014
May 13, 2014	December 9, 2014
May 27, 2014	December 23, 2014
June 10, 2014	January 13, 2015
June 24, 2014	January 27, 2015
July 8, 2014	
July 22, 2014	

Cc Facilities Department
IT Department
Superintendent's Office, Board of Education



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: December 6, 2013
Re: Cancellation of the December 17, 2013 Council meeting

The subject of cancelling the Council's December 17, 2013 Council meeting is on Tuesday evening's agenda for discussion. At this time, there do not appear to be any pressing matters for consideration.

If the Council concurs with the cancellation, it would need to waive the rules to vote on the attached resolution.

Attach.

AGENDA ITEM: VI.D.

DATE: 12-10-13

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby alters its meeting schedule by canceling its regular meeting scheduled for December 17, 2013.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII

DATE: 12-10-13

RESOLUTION NO.: _____

1. Affordable Housing Monitoring Agency

5 Members – staggered 5 year terms
Party Max: 4
Remaining Members: 4 Dem., 1 Rep.
Committee not currently active

Name	Address	Party	Term	Replaces
			Immed. – 11/30/17	Vacant

2. Commission on Aging and Disabled

9 Members – three year terms
Party Max: 6
Remaining Members: 6 Dem., 1 Rep., 1 Ind.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/16	P. Hanbury (term expires 11/30/13)

3. Balf-Town Committee

7 members, 2 NTC, 1 Env. Comm., 2 residents, 2 Balf Reps
3 alternates
Party Max: 5 regular, 2 alternates
Remaining members (residents) 1 Dem., 1 Rep.
Remaining alternates: 1 Dem., 1 Rep.

Name	Address	Party	Term	Replaces
Env. Comm Rep:			Env. Comm Term	M. Fox (term exp. 11/30/13)
Balf Rep:			Immed. – Indefinite	Vacant
Alternate:			Immed. – Indefinite	Vacant

4. Board of Education Roof Replacement PBC

5 Members, 3. NTC., 2 BOE.
Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	Vacant
NTC Rep:			NTC Term	C. Castelle (term expired)
NTC Rep:			NTC Term	M. Cohen (term expired)
BOE Rep:			BOE Term	D. Carson (term expired)
BOE Rep:			BOE Term	D. Tatem (term expired)

5. Capitol Region Council of Governments

Mayor is automatic appointment
 NTC & TPZ reps are Council appt.

Name	Address	Party	Term	Replaces
TPZ Rep:			TPZ Term	M. Camerota (term expired)

6. CCHD Board of Health

4 members – 3 year term
 Party Max: 3
 Remaining Members: 2 Dem., 1 Unaffiliated

Name	Address	Party	Term	Replaces
			Immed. – 11/30/2015	Vacant

7. Committee on Community Safety

7 public members, 3 NTC Liaisons, 2 BOE Liaison, 1 Youth/Adult Council Liaison
 4 year term (public members)
 Party Max.: 9
 Remaining members (public): 1 Dem.

Name	Address	Party	Term	Replaces
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			Immed. – 11/30/14	Vacant
Public Member:			12/1/2013 – 11/30/2017	B. Feeney (term exp. 11/30/13)
Public Member:			12/1/2013 – 11/30/2017	T. Linteau (term exp. 11/30/13)
Public Member:			12/1/2013 – 11/30/2017	D. Tompkins (term exp. 11/30/13)
Youth/Adult Council Liaison:			Y/A Council Term	Vacant

8. Conservation Commission

7 Members, 3 Alternates
 4 year term - staggered
 Party Max.: 5 members, 2 alternates
 Remaining regular members: 2 Dem., 2 Rep.
 Remaining alternates: 1 Dem

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	P. Block (Term exp. 11/30/13)
			12/1/13 – 11/30/17	J. Igielski (Term exp. 11/30/13)
			12/1/13 – 11/30/17	P. Shapiro (Term exp. 11/30/13)
Alternate:			12/1/13 – 11/30/17	A. Paskewich (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant

9. Development Commission

9 Members, 3 Alternates
3 year term - staggered
Party Max.: 6 members, 2 alternates
Remaining regular members: 5 Dem., 1 Rep.
Remaining alternates: 1 Dem

Name	Address	Party	Term	Replaces
Alternate:			12/1/13 – 11/30/16	S. Marcinczyk (term exp. 11/30/13)
Alternate:			12/1/13 – 11/30/16	Vacant

10. Downtown Revitalization Committee

7 Members – 4 NTC, 3 Development Comm.
Party Max.: 5

Name	Address	Party	Term	Replaces
Development Comm. Rep:			Development Comm. Term	Vacant
Development Comm. Rep:			Development Comm. Term	Vacant
Development Comm. Rep:			Development Comm. Term	Vacant

11. Employee Insurance and Pension Benefits Committee

9 members, 5 specialists, 2 NTC, 2 BOE
2 alternates,
2 year term (specialists)
Party Max.: 6 members, 1 alternate
Remaining members: 4 Rep., 6 Dem.
Remaining alternates: 1 Rep.

Name	Address	Party	Term	Replaces
Specialist:			12/1/13 – 11/30/15	Vacant
Alternate:			Immed. – 11/30/2014	Vacant
Alternate:			Immed. – 11/30/2014	Vacant

12. Environmental Quality Commission

11 members, 2 Fire Dept., 1 NVA, 2 Industry, 6 Public
2 NTC Liaisons
2 year term (public)
Party Max.: 8
Remaining members: 6 Dem.

Name	Address	Party	Term	Replaces
Public Rep:			12/1/13 – 11/30/15	M. Camillo (term exp. 11/30/13)
Industry Rep:			12/1/13 – 11/30/15	Vacant
Fire Dept. Rep			12/1/13 – 11/30/15	Vacant
Fire Dept. Rep:			12/1/13 – 11/30/15	Vacant
NVA Rep:			12/1/13 – 11/30/15	G. Oleson (term exp. 11/30/13)

13. Board of Ethics

7 members, 2 Dem., 2 Rep., 3 Unaffiliated
2 alternates
4 year term (public)
Remaining regular members: 1 Dem. 1 Rep.
Remaining alternates: 1 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/17	M. Camilli (term exp. 11/30/13)
			12/1/13 – 11/30/17	F. Marci (term exp. 11/30/13)
			12/1/13 – 11/30/17	A. Skidgell (term exp. 11/30/13)
			Immed – 11/30/16	Vacant
			Immed – 11/30/16	Vacant
Alternate:			Immed – 11/30/16	Vacant

14. Fair Rent Commission

5 members, 2 Tenants, 2 Landlords, 1 Elector
3 alternates, 1 Tenants, 1 Landlord, 1 Elector
2 year term
Party Max: 4 members, 2 alternates
Remaining regular members: 4 Dem.
Remaining alternates: 2 Dem.

Name	Address	Party	Term	Replaces
Dwelling Unit Tenant:			12/1/13 – 11/30/15	Vacant
Dwelling Unit Landlord:			Immed. – 11/40/14	Vacant

15. Board of Fire Commissioners

Name	Address	Party	Term	Replaces
			Immed. – 11/14/17	R. Seiler (deceased)

16. Newington Housing Authority

5 members
5 year term
Party Max: 4
Remaining members: 3 Dem.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/18	R. Golden (term exp. 11/30/13)
			Immed. – 11/30/17	Vacant

17. Open Space Committee

11 members
 Party Max.: 7
 2-NTC, 2-TPZ, 2-Conservation Comm., 5-public

Name	Address	Party	Term	Replaces

18. Human Rights Commission

9 members
 3 year term
 Party max: 6
 Remaining regular members: 5 Dem., 1 Rep.

Name	Address	Party	Term	Replaces
			12/1/13 – 11/30/16	J. Suchocki (term exp. 11/30/13)
			Immed – 11/30/15	Vacant

19. Newington School Career Technical Program Renovation PBC

3 Members, 2 NTC., 1 BOE.
 Party Max: 2

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	J. Bottalico (term expired)
NTC Rep:			NTC Term	C Castelle (term expired)

20. Open Space Committee

11 members, 2 NTC, 2 TPZ, 2 Conservation Comm., 5 Public
 4 year term (public)
 Party Max.: 7
 Remaining members: 2 Dem., 2 Rep.

Name	Address	Party	Term	Replaces
Public Rep:			12/1/13 – 11/30/17	Vacant
Public Rep:			Immed. – 11/30/14	Vacant
NTC Rep:			NTC Term	D. Nagel (term expired)
Conservation Comm Rep:			Cons. Comm. Term	P. Block (term expires 11/30/13)
Conservation Comm Rep:			Cons. Comm. Term	P. Block (term expires 11/30/13)
TPZ Rep:			TPZ Term	Vacant

21. Board of Parks and Recreation

11 members
4 year term
Party Max.: 8
Remaining members: 7 Dem., 2 Rep.

Name	Address	Party	Term	Replaces
			Immed. – 11/30/15	Vacant

22. School Improvements Project Building Committee

7 Members, 2. NTC., 2 BOE., 3 Public
Party Max: 5
Remaining Members (public): 3 Dem.

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	Vacant
NTC Rep:			NTC Term	Vacant

23. Senior & Disabled Center Roof Replacement PBC

5 Members, 3. NTC., Comm. On Aging & Disabled.
Party Max: 4

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	C. Castelle (term expired)
NTC Rep:			NTC Term	M. Cohen (term expired)

24. Standing Insurance Committee

9 members, 2 NTC, 2 BOE, 2 Casualty/Claim or Engineering, 3 Underwriters
2 alternates
2 year term
Party Max.: 6
Remaining members: 3 Dem.

Name	Address	Party	Term	Replaces
Underwriter:			Immed. – 11/30/14	Vacant
Casualty/Claim/Engineering:			Immed. – 11/30/14	Vacant

25. Town Plan & Zoning Commission

7 Members, 3 Alternates
Party Max: 5 Regular, 2 Alternates
4 Year Term
Remaining Regular Members: 5 Dem., 2 Rep.
Remaining Alternates: 1 Dem.

Name	Address	Party	Term	Replaces
Alternate:			12/1/2013 – 11/30/2017	A. Ekstrom (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant
Alternate:			12/1/13 – 11/30/15	K. Leggo (resigned/full member 11/2013)

26. Tri-Town Community Cable Access

3 Members
3 Year Term
Party Max: 2
Remaining Members: 1 Dem.

Name	Address	Party	Term	Replaces
			Immed. – 11/30/15	Vacant
			12/1/2013 – 11/30/2017	Vacant

27. Vehicle Appeals Board

3 Members, 2 Alternates
Party Max: 2 Regular
2 Year Term
Remaining Members: 2 Dem., Remaining Alt: 1 Dem.

Name	Address	Party	Term	Replaces
			12/1/2013 – 11/30/2015	Vacant
Alternate:			Immed. – 11/30/15	Vacant

28. West Meadow Cemetery Expansion Project Building Committee

DISBAND

5 Members, 2. NTC., 3 Public
Party Max: 4
Indefinite term for public members

Name	Address	Party	Term	Replaces
NTC Rep:			NTC Term	M. Cohen (Term Exp. 11/15/11)
NTC Rep:			NTC Term	D. Nagel (Term Exp. 11/15/11)
			Immed. – Indefinite	N .Lebrun (deceased)

29. Zoning Board of Appeals

5 Members, 3 Alternates
Party Max: 4 Regular, 2 Alternates
5 year term
Remaining regular members: 4. Dem, 1 Rep.
Remaining alternates: 1 Rep.

Name	Address	Party	Term	Replaces
Alternate:			Immed. – 11/30/15	Vacant
Alternate:			Immed. – 11/30/17	P. Vessella (res. 11/12/13)

Subcommittees of the Newington Town Council (3 Members, NTC Term, Party Max: 2)

IHCC Committee

1.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII

DATE: 12-10-13

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$1,136.78 are hereby approved in the individual amounts and for those named on the "Requests for Refund of an Overpayment of Taxes," certified by the Revenue Collector, a list of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TAX REFUNDS – December 10, 2013

Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$531.59
Donna Nardi 292 Field Street Newington, CT 06111	\$9.47
Richard A. Drayton 65 Piper Brook Avenue Newington, CT 06111	\$118.04
Elizabeth Seelye 1776 Main Street Newington, CT 06111	\$99.88
Dafex Transport LLC c/o Klonowski Piotr 13 Lake Drive Berlin, CT 06037	\$377.80
Total	\$1,136.78