



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

September 22, 2015

7:00 p.m.

-
- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
 - IV. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. Discussion: Town Hall Renovations Project
 - B. Capitol Workforce Partners Intergovernmental Consortium Agreement
 - C. Lease-Purchase – Fire Department Apparatus
 - D. Disband Completed Project Building Committees
 1. Newington High School Track Renovation PBC
 2. Senior & Disabled Center Roof Replacement PBC
 3. Newington School Improvements PBC
 4. Firehouse Expansion PBC
 5. BOE Roof Replacement PBC
 6. West Meadow Cemetery Expansion PBC
 - E. Status of Indian Hill Country Club Committee
 - V. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken by Waiving the Rules**)
 - A. Acceptance of Green Avenue
 - VI. 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. Board of Ethics
 6. Capitol Region Council of Governments
 7. Central Connecticut Health District Board of Directors
 8. Committee on Community Safety

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

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

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

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

- A. Public Hearing, September 8, 2015
- B. Regular Meeting, September 8, 2015

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

X. COUNCIL LIAISON/COMMITTEE REPORTS

XI. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XII. REMARKS BY COUNCILORS

XIII. EXECUTIVE SESSION RE: PERSONNEL

XIV. ADJOURNMENT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John L. Salomone, Town Manager
From: Jeff Baron, Director of Administrative Services
Date: September 17, 2015
Re: Town Hall Renovations

The Town Hall Renovations Project Building Committee met on September 16th and voted to recommend constructing an all-new 90,367 square foot Town Hall to the Town Council, as the most cost effective option to resolve the issues presented by the current condition of the building. The estimated cost to construct the new building is \$32,500,000. There are also an estimated additional \$2,000,000 in relocation costs to lease, modify and move Board of Education and Town General operations from the time the current Town Hall is demolished until the new building would be completed. The Committee has authorized spending \$87,023.50 to date, bringing the estimated project total to \$34,587,024.

The proposed project would provide an all-new, fully accessible Town Hall that retains the operations currently in the Mortensen Community Center. The majority of the Project Building Committee believe that this proposed building will meet the needs of the Town both at the present time and for the future. The design eliminates the wide corridors, large lobby space, and other inefficient design elements that are the product of using a building that was constructed to house the former Newington High School in 1950. The building was designed for municipal, as opposed to corporate, use. The current operations of Town Hall have been provided for, including Newington Community Television, the Transition Academy, and the Community Center. The recommended project will include, among many features, two gymnasiums; revisions to the upper parking lot; a separate bus turnaround and drop off area for the Transition Academy; adequate storage; a central corridor on the Upper, Main and Lower Levels to assist the public in finding their way; meeting, conference and training areas; and departments placed in a logical relationship to each another. In order to achieve full accessibility the foot print of the building was moved a few feet to the east to eliminate the current gulf between the upper parking lot and the main entrance.

The project that is recommended by the Project Building Committee, after ten months of work, is 10% smaller than what was originally presented to the Town Council in July. The Building Committee requests that the Town Council place this matter on their agenda so that the Committee Chairperson, assisted by the Project Architect and Construction Manager, can formally present the Committee's recommendation to the Town Council and answer any questions the Town Council may have regarding this proposed project.



SITE GRADING PLAN

NEWINGTON TOWN HALL

AUGUST 25, 2015



PROGRESS PRINT
 DATE: August 25, 2015
 NOT FOR CONSTRUCTION



AREA CALCULATIONS	
UPPER LEVEL	22,546 GROSS SQ. FT.
MAIN LEVEL	22,546 GROSS SQ. FT.
LOWER LEVEL	17,850 GROSS SQ. FT.
GYMNASIUM LEVEL	27,425 GROSS SQ. FT. (WITH TWO GYMS)
TOTAL	90,367 GROSS SQ. FT. (WITH TWO GYMS)

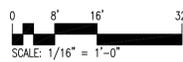


UPPER LEVEL

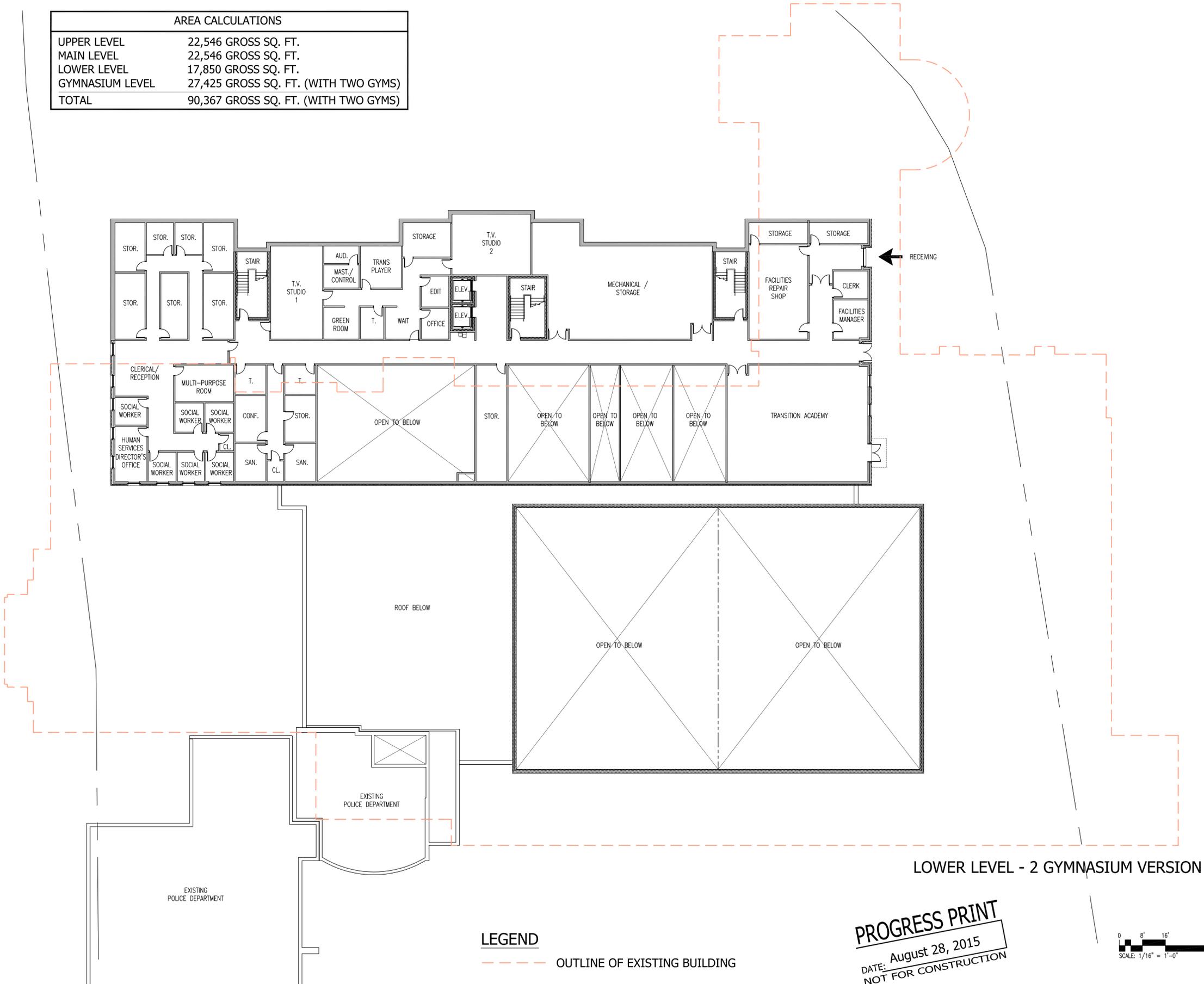
LEGEND

--- OUTLINE OF EXISTING BUILDING

PROGRESS PRINT
 DATE: August 28, 2015
 NOT FOR CONSTRUCTION



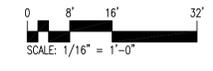
AREA CALCULATIONS	
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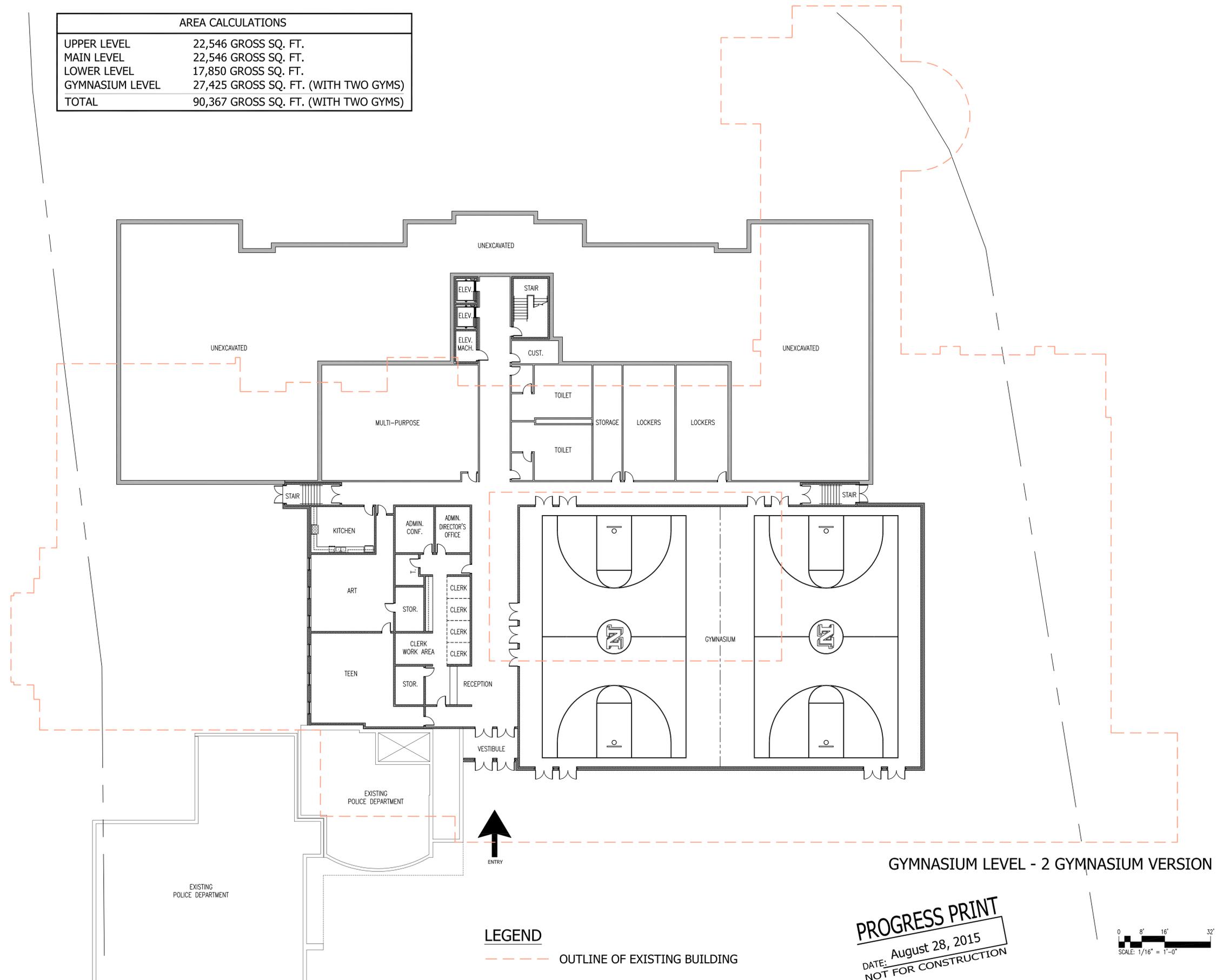
LOWER LEVEL - 2 GYMNASIUM VERSION

LEGEND
 - - - - - OUTLINE OF EXISTING BUILDING

PROGRESS PRINT
 DATE: August 28, 2015
 NOT FOR CONSTRUCTION

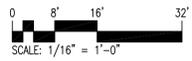


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GYMNASIUM LEVEL - 2 GYMNASIUM VERSION

PROGRESS PRINT
 DATE: August 28, 2015
 NOT FOR CONSTRUCTION



LEGEND
 - - - - - OUTLINE OF EXISTING BUILDING

**Newington Town Hall
 DEMO Existing - NEW CONSTRUCTION
 50% SCHEMATIC DESIGN
 NEWINGTON, CT
 06/18/2015, revised 09/01/2015**

SPEC SECTION	DESCRIPTION	TOTAL VALUE	COST PER SF	PERCENT
01	GENERAL REQUIREMENTS	\$ 164,172	\$ 1.82	0.54
	ENCLOSURES AND TEMPORARY HEAT ABATEMENT	\$ 190,000	\$ 2.10	0.62
		\$ 1,580,000	\$ 17.48	5.19
024100	MASS DEMOLITION	\$ 1,100,000	\$ 12.17	3.61
024119	SELECTIVE DEMOLITION	w/Mass Demo	\$ -	-
31-33	SITE WORK	\$ 1,633,905	\$ 18.08	5.36
033004	CIP CONCRETE	\$ 1,586,231	\$ 17.55	5.21
042000	UNIT MASONRY	\$ 2,252,783	\$ 24.93	7.39
051204	STRUCTURAL STEEL FRAMING (053004)	\$ 2,351,975	\$ 26.03	7.72
055000	METAL FABRICATIONS	\$ 153,900	\$ 1.70	0.51
061053	ROUGH CARPENTRY	\$ 297,919	\$ 3.30	0.98
064023	INTERIOR ARCH WOODWORK	\$ 462,535	\$ 5.12	1.52
071416	SELF-ADHERING SHEET WATERPROOFING	\$ 43,358	\$ 0.48	0.14
072100	INSULATION	\$ 27,730	\$ 0.31	0.09
072726	FLUID APPLIED MEMBRANE AIR BARRIERS	w/Trades	\$ -	-
074000	ROOFING & METAL PANELS	\$ 777,200	\$ 8.60	2.55
078100	FIREPROOFING	\$ -	\$ -	-
078413	PENETRATION FIRESTOPPING	w/Trades	\$ -	-
079200	JOINT SEALANTS	\$ 18,000	\$ 0.20	0.06
081113	HOLLOW METAL DOORS & FRAMES	\$ 66,000	\$ 0.73	0.22
081416	FLUSH WOOD DOORS	\$ 86,400	\$ 0.96	0.28
083113	ACCESS DOORS & FRAMES	\$ 3,200	\$ 0.04	0.01
083600	OVERHEAD DOORS	\$ 5,000	\$ 0.06	0.02
084000	VAULT DOORS	\$ 40,000	\$ 0.44	0.13
084213	ALUMINUM STOREFRONTS & WINDOWS	\$ 447,973	\$ 4.96	1.47
087100	DOOR HARDWARE	\$ 116,930	\$ 1.29	0.38
088000	GLAZING	\$ 11,410	\$ 0.13	0.04
089000	LOUVERS & VENTS	\$ 5,000	\$ 0.06	0.02
092116	GYPNUM	\$ 1,681,297	\$ 18.61	5.52
093000	TILING (093003)	\$ 119,448	\$ 1.32	0.39
095113	ACOUSTICAL PANEL CEILINGS	\$ 252,980	\$ 2.80	0.83
096466	WOOD ATHLETIC FLOORING	\$ 193,182	\$ 2.14	0.63
096516	RESILIENT FLOORING	\$ 194,587	\$ 2.15	0.64
096816	SHEET CARPETING	\$ 172,262	\$ 1.91	0.57
096900	RAISED ACCESS FLOORING	\$ 5,000	\$ 0.06	0.02
099100	PAINTING	\$ 277,070	\$ 3.07	0.91
101100	VISUAL DISPLAY SURFACES	\$ 10,000	\$ 0.11	0.03
101400	SIGNAGE	\$ 40,860	\$ 0.45	0.13
102113	TOILET COMPARTMENTS	\$ 35,400	\$ 0.39	0.12
102800	TOILET ACCESS	\$ 21,150	\$ 0.23	0.07
104400	FIRE SPECIALTIES	\$ 3,434	\$ 0.04	0.01
105000	LOCKERS	\$ 40,000	\$ 0.44	0.13
105500	POSTAL SPECIALITIES - ALLOWANCE	\$ 15,000	\$ 0.17	0.05
105600	HIGH DENSITY STORAGE	\$ 20,000	\$ 0.22	0.07
113100	RESIDENTIAL APPLIANCES	\$ 16,880	\$ 0.19	0.06
115213	AUDIO VISUAL SYSTEMS - ALLOWANCE	\$ 45,000	\$ 0.50	0.15
116623	GYMNASIUM EQUIPMENT	\$ 72,000	\$ 0.80	0.24
122300	WINDOW TREATMENTS	\$ 28,500	\$ 0.32	0.09
124813	FLOOR MATS	\$ 7,620	\$ 0.08	0.03
140000	ELEVATOR	\$ 240,000	\$ 2.66	0.79
210001	WET-PIPE SPRINKLER SYSTEMS	\$ 430,850	\$ 4.77	1.41
220001	PLUMBING	\$ 689,360	\$ 7.63	2.26
230001	HVAC	\$ 3,619,140	\$ 40.05	11.88
240001	MEP COORDINATION	\$ 132,600	\$ 1.47	0.44
260001	ELECTRICAL	\$ 2,562,760	\$ 28.36	8.41
261001	SECURITY ALLOWANCE	\$ 100,000	\$ 1.11	0.33
	SUB - TOTAL	\$ 24,447,999	\$ 270.54	\$ 80.25
	CONTINGENCY - 10%	\$ 2,444,800	\$ 27.05	8.02
	STAFF/GENERAL CONDITIONS	\$ 1,533,000	\$ 16.96	5.03
	INSURANCE - \$6.00/1000	\$ 170,555	\$ 1.89	0.56
	P & P BONDS - Based on \$31.5 Mil	\$ 213,600	\$ 2.36	0.70
	BUILDING PERMIT - DELETED	NOT Required	\$ -	-
	FEE (1.68%)	\$ 484,007	\$ 5.36	1.59
	SUB-TOTAL	\$ 29,293,961	\$ 324.17	\$ 96.15
	ESCALATION - 4%	\$ 1,171,758	\$ 12.97	\$ 3.85
	SUB-TOTAL	\$ 30,465,720	\$ 337.13	\$ 100.00
	SOFT COSTS	\$ 3,500,000		
	TOTAL	\$ 33,965,720		
	Value Engineering TBD	\$ (1,465,720)		
	TOTAL	\$ 32,500,000		

GROSS Building Area in SF	Gym Level	27,425
	Lower Level	17,850
	Main Level	22,546
	Upper Level	22,546
	TOTAL	90,367

TOWN HALL RENOVATION
PRELIMINARY PROJECT COST ESTIMATES

SEPTEMBER 16, 2015

Construction Cost Estimates	\$30,465,720
Soft Costs Estimates	<u>\$ 3,500,000</u>
Project Total Cost Estimates	\$33,965,720
Less Value Engineering TBD	<u>\$ 1,465,720</u>
	\$32,500,000

Construction Cost Estimates (Downes, 9/1/15)

Construction	\$24,447,999
Contingency	\$ 2,444,800
General Conditions	\$ 1,533,000
Insurance	\$ 170,555
Performance & Payment Bonds	\$ 213,600
Construction Manager Fee	\$ 484,007
Escalation	<u>\$ 1,171,758</u>
Construction Subtotal	\$30,465,720

Soft Costs Estimates

Design Fees (\$30,465,720 @ 6%)	\$1,828,000
Geotechnical Consultant	\$ 20,000
Environmental Remediation and Abatement Consultant	\$ 158,000
Construction Testing Lab and Special Inspections	\$ 75,000
Commissioning Agent	\$ 10,000
Furniture, Fixtures & Equipment (173 Rooms)	\$ 865,000
Printing	\$ 25,000
Referendum informational brochures and mailing	\$ 3,000
Bond Counsel, financial advisor, rating agencies	\$ 160,000
Poll workers, ballots, and legal notice, for referendum	\$ 26,000
Disposal of contaminated soils	\$ 20,000
Telephone and Data Wiring	\$ 280,000
Builder's Risk Insurance	<u>\$ 30,000</u>
Soft Costs Subtotal	\$3,500,000

Other Expenses

Fees, etc. Expended/Encumbered since 11/1/14	\$ 87,023.50
Relocation Costs (Moving, Modifications, Rental)	\$2,000,000.00



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: September 2, 2015
Re: Capitol Workforce Partners Intergovernmental Consortium Agreement

The Town of Newington is part of the new federal Workforce Innovation and Opportunity Act (WIOA) of 2014, which is superseded the Workforce Investment Act of 1998.

On July 22, 2015 an Ad-Hoc Committee of Local Area's Chief Elected Officials met to consider the amendments to our current Intergovernmental Consortium Agreement ("ICA") necessary for WIOA compliance. The changes to the ICA include updated language regarding the appointment of the Chairperson and Vice Chairperson of the Consortium, the creation and authorization of a smaller Council to act on behalf of the Consortium, membership and quorum requirements, language acknowledging the WIOA legislation and other compliance items.

To complete the required compliance process, the Ad-Hoc Committee is asking Newington to: (1) review and adopt the enclosed final amendment to the ICA and (2) sign the enclosed page.

The committee is requesting this resolution be included on our Town Council meeting agenda as an action. A resolution of action will be on the September 22, 2015 meeting agenda, to comply with the September 30, 2015 deadline imposed by CT DOL.

Also attached is a regional summary outlining CWP services available to employers and job seekers in your community. CWP is preparing a more customized document, to further outline the important services and critical benefits available and provided to job seekers and employers from your municipality.

Attach.

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT
BY AND AMONG THE MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR,
SOUTHINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON,
WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into by and among the above-captioned municipalities (the "Municipalities") in or about 2003. The Municipalities (sometimes hereinafter individually a "Party" and collectively the "Parties") collectively constitute the North Central Connecticut Workforce Development Area (the "Local Area").

WITNESSETH

WHEREAS, each of the Municipalities of the Local Area entered into the Agreement pursuant to the Connecticut General Statutes, in order to form the Local Area under the Workforce Investment Act (hereinafter "WIA") and implement a local workforce system for the Local Area; and

WHEREAS, on July 14, 2014 the United States Congress enacted the Workforce Innovation and Opportunity Act, (hereinafter "WIOA") which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Connecticut (the "State"); and

WHEREAS, each of the Municipalities desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

ARTICLE I: AMENDMENT PURPOSE

It is the purpose of this Amendment to re-affirm and restate the duties, powers, and obligations of the Consortium of the Local Area under the Agreement, in order to be in compliance with WIOA.

ARTICLE II: PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a. Each signatory hereof on behalf of a Municipality represents and warrants that he or she has the necessary authority to execute this Amendment to bring the Agreement into compliance with WIOA as it applies to local workforce development areas consisting of multiple units of local government. Each Party through its signatory represents and warrants that it has: (i) complied with any and all municipal and other applicable requirements for amending and restating the Agreement; (ii) becoming a member of the Consortium; and (iii) designating a Representative (as hereinafter defined) to serve and act on the Municipality's behalf. Further, each Party has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to execute this Amendment, as evidenced by the signature of the signatory for such Party which is affixed to the execution pages of this Amendment.
- b. On and after the Effective Date (as hereinafter defined), each Party shall be represented by either its chief elected official or another elected official appointed by such Party, to represent such Party for all purposes hereof (in either case, its "Representative").
- c. The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015 (the "Effective Date"), and that upon such execution and on and after the Effective Date, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to Section 107(c)(1)(B) of WIOA.

ARTICLE III: TERM

- a. The Agreement (as amended hereby) shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1st for successive one-year terms, unless or until
 - i. The governor of the State (the "Governor") re-designates the Local Area,
 - ii. The date that is forty (40) years after the Effective Date, or
 - iii. Any Party withdraws from the Consortium by giving written notice to the other Parties, at least ninety (90) days prior to the end of a program year for receipt of federal workforce funds.

- b. If any Party so withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such member. The pertinent Municipality shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such Party's withdrawal.
- c. The Agreement shall remain in full force and effect until such time as the Governor has been notified and has taken such action as is appropriate to address designation and services issues for the Local Area.

ARTICLE IV: ORGANIZATION

- a. Consortium Membership and WIOA Chief Elected Official Designation
 - i. Each Representative of a Party shall be either: (a) the chief elected official of his or her respective Municipality; or (b) an elected official designated by such Municipality's governing body to serve as such Municipality's "Chief Elected Official" for the purposes required under WIOA.
 - ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her of term of office.
- b. Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business
 - i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives, and shall serve for a two year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year, to follow municipal elections occurring in November of such years.
 - ii. Notwithstanding Section (b)(i) above, the Parties agree that the Officers for purposes of this Agreement and initial WIOA implementation shall be the Mayor of East Hartford, who shall serve as Chairperson, and the Chairman of the Town Council of Glastonbury who shall serve as Vice Chairperson.
 - iii. The term of office of the initial Officers described in Section (b)(ii) above shall begin on the Effective Date and shall extend through December 31, 2017.
 - iv. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for regularly scheduled meetings in a manner that

accommodates all thirty-seven Municipalities. To that effect the Consortium hereby designates from among its membership the Representatives of the following nine (9) Municipalities to serve as the Council of Elected Officials (the "Council") for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers:

Bloomfield
Bristol
East Hartford
Enfield
Enfield
Glastonbury
Manchester
New Britain
Plainville
Windsor Locks

- v. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
 - vi. The Council shall elect the Chairperson and Vice Chairperson in accordance with the schedule described in Section b (i) above, based upon a simple majority of the members of the Council constituting a quorum, once a quorum has been seated at its biannual December election meeting.
 - vii. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.
- c. Duties of the Chairperson
- i. The Chairperson shall call regular and special meetings of the Consortium and of the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and of the Council.
 - ii. The Chairperson shall be a member of all Council committees (as hereinafter described), and may vote on all matters which may come before the Consortium and the Council.
- d. Duties of the Vice Chairperson

- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
- ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Council.

e. Committees

- i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
- ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
- iii. The Chairperson shall appoint and reappoint the members of any such committee from among the Representatives of the Council or of the Consortium, and shall designate the chairperson thereof and fill vacancies thereon; however any Representative of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.

f. Full Consortium Meetings and Quorum Requirements

- i. Regular Meetings. Unless otherwise specified by resolution of the Consortium, the Annual Business Meeting of the Consortium (as hereinafter described) shall constitute the regular meeting thereof.
- ii. Special Meetings. Special meetings shall be held by call of the Chairperson or by petition to the Chairperson from those Representatives of at least nine members of the Consortium.
- iii. Annual Business Meeting. The Annual Business Meeting, at which a report on the program performance and presentation of the annual audit shall be made, shall be held on a date and place to be selected by the Chairperson, but such meeting shall be held no later than December 31st of each year.
- iv. Call of Meeting. Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless such matter is approved by a simple majority of the Representatives present and constituting a quorum.

- v. Minutes. Minutes of the Consortium meetings and other official actions shall be of public record.
- vi. The Consortium shall follow Robert's Rules of Order for the conduct of meetings of the organization.
- vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
- viii. Quorum. For conducting the Consortium's business, any nine (9) Representatives shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
- ix. To the extent allowed by the Connecticut General Statutes, Representatives may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However Representatives shall make every effort to attend in person.
- x. Each Representative shall be entitled to a vote at meetings of the Consortium.
- xi. There shall be no proxy or alternate votes at meetings of the Consortium.

g. Council Meetings

- i. Regular Meetings of the Council shall be held a minimum of four times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
- ii. The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
- iii. Special Meetings. Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.

- iv. Call of Meeting. Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council so long as approved by a simple majority of a quorum present at the meeting.
 - v. Minutes. Minutes shall be kept of all Council meetings and shall constitute a public record.
 - vi. The Council shall follow Robert's Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
 - vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
 - viii. Quorum. Five members of the Council shall constitute a quorum for conducting the Council's business and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.
 - ix. Should the Council appoint any committees, three (3) Representatives shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
 - x. To the extent allowed by the Connecticut General Statutes, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.
 - xi. Each Council member shall be entitled to a vote at meetings of the Council.
 - xii. There shall be no proxy or alternate votes at meetings of the Council.
- h. Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of

its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.

- ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
 - iii. The Consortium designates the North Central Connecticut Workforce Development Board (the "Workforce Board") to be the sub-grant recipient and Administrative Entity/Fiscal Agent for purposes of receipt of federal WIOA funds.
 - iv. The staff of the Workforce Board shall provide staff and related support to the Consortium and the Council. Such staff shall carry out the policies of the Consortium and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium and Council to carry out their respective business.
- i. Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
 - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
 - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Council from among individuals nominated by local business organizations and business trade associations.
 - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
 - iii. Not less than 20 percent of the members of the Workforce Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.

- A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists
 - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
 - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth, including representatives of organizations serving out-of-school youth.
- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
- A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy
 - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
- A. A representative of economic and community development entities

- B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
 - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Board may represent more than one category of membership however; each such appointee shall only have one vote per issue.
- xi. All Workforce Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Board appoint a nominating committee to make recommendations to the Council, initially as described (as of the Effective Date) in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
 - A. The Council shall appoint the members of the Workforce Board for three year staggered terms. Members may be reappointed at the pleasure of the Council.
 - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such

positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.

- C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.
- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
 - 1. That a Workforce Board member has had more than 3 unexcused absences, or
 - 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
 - 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
 - 4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V: POWERS DELEGATED TO THE CONSORTIUM, THE COUNCIL AND THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a. The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b. The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c. In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d. The Council has identified the Workforce Board as the entity which shall be responsible for disbursing grant funds.

- e. The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective Municipality. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members' liability, to the extent allowed by law.
- f. The Council, pursuant to state and federal legislation regarding workforce investment systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
 - i. The power to contract with the Workforce Board.
 - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring, which shall include receiving quarterly performance reports from the Workforce Board.
 - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
 - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
 - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
 - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Consortium's and Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
- g. To the extent not delegated to and pursuant to an agreement with the Workforce Board, as permitted by USDOL guidance, the Council on behalf of the Consortium shall consult with the Governor on
 - i. The reorganization or decertification of the Workforce Board
 - ii. The designation of local areas
 - iii. The designation of regions
 - iv. The establishment and operation of the fiscal and management accountability information system

- v. Criteria for certifying one-stop centers
 - vi. Equitable and stable infrastructure funding for the one stop system.
 - vii. The local allocation formula for adult, dislocated worker and youth funds
 - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h. The Consortium and Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
 - ii. Their meeting minutes;
 - iii. The four year plan and modifications to the plan prior to their submission to the State of Connecticut;
 - iv. The designation and certification of one-stop operators;
 - v. The process and selection of one-stop operators;
 - vi. The award of contracts to providers; and
 - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i. The Council on behalf of the Consortium, together with the Workforce Board shall:
- i. Approve non mandatory one-stop partners;
 - ii. Comment on the State Plan;
 - iii. Negotiate the local and/or regional performance measures;
 - iv. Enter into regional planning as appropriate;
 - v. Set policy for the Local Area;
 - vi. Enter into an agreement regarding their roles and responsibilities;
 - vii. Work with the Governor in a disaster;
 - viii. Develop the local 4 year plan;

- ix. Develop 2 year modifications;
- x. Shall provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
- xi. Approve investments in youth programs as well as adult and dislocated worker activities;
- xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
- xiii. Assure the use and management of funds to maximize performance;
- xiv. Select and terminate the one-stop operator;
- xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
- xvi. Develop the Workforce Board budget;
- xvii. Decide on use of non-federal funds;
- xviii. Appeal the Governor's decision to reorganize;
- xix. Develop and enter into memoranda of understanding with the one-stop partners;
- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a. Consortium and Council Representatives shall not vote on matters coming before them for consideration if
 - i. the matter concerns the provision of services by the Representative or by an entity that the Representative represents; or
 - ii. the matter would provide direct financial benefit to the Representative or the immediate family of the Representative; or
 - iii. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.

- b. Abstention. Consortium and Council Representatives shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c. Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Council.
- d. The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium or Council. Representatives shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council to any person or entity not directly involved with the business of the Consortium or Council. Further:
 - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any matter with intent to obtain financial gain for the Representative, the Representative's immediate family or any business with which the Representative is associated.
 - ii. No Representative shall disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any manner with the intent to obtain financial gain for any other person.

ARTICLE VII: GENERAL PROVISIONS

- a. The Parties agree that Capital Workforce Partners, Inc. ("CWP") shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Municipalities, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained by CWP shall name the thirty-seven Municipalities and Consortium Parties as additional insureds, and

shall include, but not be limited to, coverage for directors and officers liability, professional liability and fiduciaries liability.

- b. The Workforce Board, as the sub-grant recipient, and Administrative Entity/ Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium and its members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person's civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.
- c. It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e. Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective Municipality as the address for such notice-
- f. The Consortium shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g. Parties may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h. To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i. The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly

approved by the Consortium, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium.

- j. The Consortium authorizes the President/Chief Executive Officer of CWP to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council and CWP, and to enter into agreements for these goods and services, without obtaining prior Consortium or Council authority. Those goods and services procured for service providers and customers currently through CWP's RFP process shall require Workforce Board authority.
- k. This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State, excluding any choice of law provisions thereof; the effect of which would be to apply the substantive law of a State other than Connecticut.
- l. In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m. Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n. All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of the Effective Date, on separate signature pages, on the respective dates which accompany each signature.

SIGNATURE PAGE OF

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE
MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR, SOUTHLINGTON,
STAFFORD, SUFFIELD, TOLLAND, VERNON, WEST HARTFORD, WETHERSFIELD,
WINDSOR AND WINDSOR LOCKS.

THE MUNICIPALITY OF _____, through its

[title]

[print name of authorized signatory]

Date: _____

Signature: _____

North Central Connecticut Workforce Investment –2014 /2015 Regional Overview



Capital Workforce Partners is one of five regional workforce development boards in the state, established under the federal Workforce Investment Act (WIA) of 1998 and reauthorized in 2014 under the Workforce



Innovation and Opportunity Act. Its mission is to leverage public and private resources to produce skilled workers for a competitive regional economy in 37 municipalities within North Central CT. A consortium of the region’s chief elected officials appoints representatives to the board of directors from private sector business, education, labor, and public groups.

Capital Workforce Partners’ investment in North Central Connecticut in the 2014/2015 fiscal year was over \$25.2 million

Adult Career Services

\$17,913,500 investment



Capital Workforce Partners oversees the operation of four American Job Centers in the region (*formerly CTWorks*) in partnership with the State Dept. of Labor and other state agencies:

- Hartford - 3580 Main Street (and a satellite branch at the Hartford Public Library)
- New Britain - 260-270 Lafayette St.
- Manchester - 893 Main St.
- Enfield - 786 Enfield St.

These centers provide job seekers with a full array of services including:

- Job referrals
- Career workshops
- Job development
- Online training
- Individual training scholarships
- Individualized career guidance
- Recruitment events

Services Overview 2014/2015	
Resource Library Usage	14,471 individuals visited the One-Stop resource libraries 33,776 times
Career Center Core Services, including Workshops	17,921 customer visits for self-service, workshops or 1-1 support
Online Training	3,510 individuals visited the online learning centers 10,530 times, for training in computer literacy and job search skills
Workforce Investment Act Low Income Adult or Laid Off Workers	1,468 registered customers
Jobs First individuals engaged in job search and subsidized employment activities	6,166 participants

Youth Services

\$7,292,500 investment

Capital Workforce Partners' Youth Programs provide resources to prepare youth ages 14 to 21 for careers and self-sufficiency. Region-wide services include:

Nearly 2,600 Work Experiences for Youth 14 - 21

Summer, Year Round and WIA Youth	
	2014-15 Served
Summer Youth Employment (Regional)	2,112
Spring Internships (Hartford)	187
WIA Youth	298

Specialty Services and Sector Focused Services

Mortgage Crisis Job Training Program

Helps borrowers who are behind on their payments gain the skills they need to be able to earn more money to become financially stable.

- 158 individuals received services and \$465,000 in scholarships were issued.
- 45 individuals who received training scholarships from the Mortgage Crisis Job Training Program found jobs

Healthcare Careers – Health Careers and REACH Projects

- 50 job seekers who received On-the-Job Training in Nursing, Medical Coding and Health IT resulting in permanent employment

Construction / Manufacturing - Jobs Funnel

The Jobs Funnel is a pre-employment preparation and job training service for area residents seeking employment in the construction fields, and serves as the model “Funnel” program for the state

- 522 Applications (Many are ex-offenders and individuals with significant barriers to employment)
- 282 Program Completions
- 157 Placed into Employment

Business Services

Capital Workforce Partners' Business Services helps employers find the talent they need. Our Business Consultants:

- Are the conduit to workforce related resources
- Connect employers to a large pool of middle-skilled, job ready talent
- Serve as your workforce agent, expert and concierge

They provide recruitment assistance, job match services, custom and timely labor market information, training and wage incentives when available.

- **696** employers in the region received services
- **112** employers were assisted in filling one or more open positions
- **301** previously unemployed job seekers (including **118** Veterans) were hired by **64** area companies that benefitted from wage incentives for the first 6 months employment – through Step Up.

Capital Workforce Partners - One Union Place - Hartford, CT 06103
www.capitalworkforce.org

AGENDA ITEM: IV.B.

DATE: 9-22-15

RESOLUTION NO: _____

RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT ON BEHALF OF THE MUNICIPALITY OF

TO IMPLEMENT THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 IN ACCORDANCE WITH FEDERAL AND STATE LAW

WHEREAS, the 105th Congress of the United States of America enacted the federal Workforce Investment Act of 1998 (“WIA”), for the purpose of providing workforce investment activities through statewide and local workforce systems; and

WHEREAS, pursuant to WIA, the Governor of the State of Connecticut created the North Central Region consisting of thirty-seven municipalities (the “Municipalities”), including the Municipality of Newington (the “Municipality”); and

WHEREAS, in or about 2003 the Municipalities entered into an Intergovernmental Consortium Agreement (the “Existing ICA”) to implement a local workforce system for the North Central Region; and

WHEREAS, the 113th Congress of the United States of America enacted and President Obama signed into law on July 22, 2014 the federal Workforce Innovation and Opportunity Act of 2014 (“WIOA”), to continue with certain changes the policies and programs created and administered under WIA, including the initial re-designation of the North Central Region as the North Central Connecticut Workforce Development Area (the “Local Area”); and

WHEREAS, the implementation of WIOA and the re-designation of the Local Area shall require amending the Existing ICA through the execution of an amendment creating an Amended and Restated Intergovernmental Consortium Agreement (the “New ICA”) among the Municipalities in the Local Area specifying among other things the powers and authority of the Consortium of the Municipalities created thereby (the “Consortium”), the process for the selection of the members of the workforce development board, the designation of a grant recipient and of a sub grant recipient/administrative agency/fiscal agent and a statement of accountability for allocated federal workforce funds; and

WHEREAS, the Municipality wishes to remain a part of the Consortium and the Local Area and to continue to receive funds under WIOA and other related workforce funding

streams so as to provide workforce services to its constituents, by entering into the New ICA;

NOW THEREFORE BE IT RESOLVED, that the Municipality having complied with all of its municipal and other applicable requirements to enter into the New ICA, authorizes its chief elected official or chief executive officer to execute any amendment or other documents and to do such other lawful things as are necessary to enter into the New ICA on behalf of the Municipality; and

BE IT FURTHER RESOLVED, that the Municipality authorizes its designated representative to the Consortium to act for the Municipality on all Consortium matters as set out in the New ICA.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Finance Department

Ann J. Harter
Director of Finance

Memorandum

To: John Salomone, Town Manager
From: Ann Harter, Director of Finance
Date: August 28, 2015
Re: Lease-purchase of Fire Department apparatus

In April 2015, the Town Council adopted the Capital Improvement Plan which encompasses the Equipment Reserve Fund. With such action, the Town Council authorized funding for the replacement of the 1994 Pierce Rescue Truck R1 by the Fire Department. The Equipment Reserve Fund anticipated financing a lease purchase through a minimal annual expenditure of \$138,421 through Fiscal Year 2019-2020.

On July 14th 2015, the Town Council granted a bid waiver allowing the Town to accept the proposal of \$694,542 submitted by Pierce Manufacturing, Inc. for the acquisition of a Velocity Custom Heavy Rescue Truck and related equipment. The current truck which will remain in service until the new rescue apparatus comes on line in the autumn of 2016, will be sold through a competitive process to other interested fire districts or parties.

In an effort to secure competitive financing, the Town solicited proposals from qualified vendors. On August 20, 2015 tax-exempt lease purchase financing proposals were received from 6 financial institutions. Following a review of the proposals, it is recommended to finance the acquisition through First Niagara Leasing Inc. with a 5-year interest rate of 1.62 percent which is the lowest interest cost of the proposers. The interest component of the financing is \$31,562.30.

A resolution which authorizes the Town Manager to execute all necessary documents for entering into a tax exempt lease purchase is being prepared by legal counsel and will be available for Town Council consideration on September 22nd.

AGENDA ITEM: IV.C.

DATE: 9-22-15

RESOLUTION NO: _____

WHEREAS, the Town of Newington, Connecticut (the "Town") issued a Request for Proposals for lease purchase financing for the acquisition of one (1) Velocity Custom Heavy Fire Rescue Truck and related equipment (the "Equipment") from the manufacturer, Pierce Manufacturing, Inc.; and

WHEREAS, First Niagara Leasing, Inc. (the "Lessor") submitted the lowest responsible bid to lease the Equipment; and

WHEREAS, the Town desires to acquire the Equipment and enter into a lease purchase agreement with the Lessor to finance the acquisition of the Equipment.

NOW THEREFORE, BE IT RESOLVED,

(1) That (i) the bid proposal of the Lessor to lease the Equipment and finance the acquisition of the Equipment is hereby accepted and (ii) the Town Manager is hereby authorized to enter into a lease purchase agreement (the "Lease") by and between the Town and the Lessor for the lease of the Equipment for a period of no more five (5) years, in such form and having such terms and details as determined by the Town Manager, subject to the following limitations. The amount to be financed under the Lease shall be no greater than \$700,000 payable in semi-annual installments of principal and interest at an interest rate of approximately 1.62%. At the conclusion of the term of the Lease, provided all the payments required under the Lease, including payments of rent, have been made, the Lessor's interest in the Equipment shall terminate. Payments in respect of the Lease shall be subject to annual appropriations of the Town. The Lease shall include a "non-appropriation of funds" clause allowing for termination in the event that sufficient funds are not appropriated to make payments of rent and other amounts each fiscal year.

(2) That the Town Manager is hereby authorized to make such representations and covenants and to execute and deliver such contracts, financing statements, affidavits, agreements and documents, including but not limited to, an escrow agreement and a tax regulatory agreement, as are determined by the Town Manager to be necessary or desirable to evidence and secure the Town's obligations pursuant to the Lease, to ensure the interest paid on the Lease is free from taxation under the Internal Revenue Code of 1986, as amended, and to finance the purchase of the Equipment, and that the execution of such contracts, financing statements, affidavits, agreements and documents shall be conclusive evidence of such determination.

(3) That the Town Manager, the Director of Finance and other proper officers of the Town, or any one of them as appropriate, are hereby authorized to appoint a bank or trust company to act as escrow agent in connection with the foregoing lease purchase transaction and to do or cause to be done any and all other acts and things necessary or proper to further the purposes of this resolution and the terms and obligations in respect of the Lease.

(4) That the Town reasonably expects to incur expenditures (the "Expenditures") in connection with the project for which a general functional description is provided above. The Town reasonably expects to reimburse itself for the cost of such Expenditures with the proceeds of the obligation described above. The maximum principal amount of such obligation is not expected to exceed \$700,000. This declaration of official intent is a declaration of official intent made pursuant to Treasury Regulation Section 1.150.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



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: September 17, 2015
Re: Disband Completed Project Committees

As discussed at the previous Town Council meeting there are several completed projects in which the associated Project Building Committees may now be disbanded. Pursuant to Section 8-45M of the Newington Code of Ordinances a final report must be submitted for each project in order to disband committee. Director of Administrative Services, Jeff Baron has submitted such reports for Council consideration to disband the committees listed on the agenda.

Attached please see the attached memo from Jeff Baron which outlines the unused project funds for each committee. This item will appear on the September 22 Council agenda for consideration.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John L. Salomone, Town Manager
From: Jeff Baron, Dir. of Administrative Services
Date: September 15, 2015
Re: Unused project funds

Six reports were presented to the Town Council at the September 8th meeting for Project Building Committees that are no longer active. A number of these Building Committees had unexpended funds remaining, identified in each report as follows:

<u>Project Building Committee</u>	<u>Fund</u>	<u>Amount</u>	<u>Account Number</u>
Board of Education Roof Replacement	PBF	\$215,336*	31190-88102
Firehouse Expansion	PBF	\$ 30	31120-88002
Newington High School Track Renovation	PBF/CNRE	\$ -0-	
Newington School Improvements	PBF	\$ -0-	
Senior & Disabled Center Roof Replacement	PBF	\$ 5,217	31160-88401
West Meadow Cemetery Expansion	Cemetery	\$ -0-	

PBF = Public Building Fund

CNRE = Capital Non-Recurring Expenditures Fund

§8-45 M of the Project Building Committee ordinance states that “all unexpended balances in the building project’s funds shall revert to the Town’s general fund”. This may occur during the ensuing budget process anticipating Town Council acceptance of the project(s) and dismissal of the Building Committee.

*For instance, the balance of \$215,336 was estimated as a revenue source in the 2014-15 budget.

The balances that remain which can be reverted back to the General Fund are the Firehouse Expansion balance of \$30 and the Senior and Disabled Center Roof Replacement balance of \$5,217. This type of transaction is recorded as an operating transfer by the Finance Department.

AGENDA ITEM: IV.D.

DATE: 9-22-15

RESOLUTION NO: _____

RESOLVED: Pursuant to Section 8-45M of the Newington Code of Ordinances, the Newington Town Council hereby disbands the following completed project building committees:

1. Newington High School Track Renovation PBC
2. Senior & Disabled Center Roof Replacement PBC
3. Newington School Improvements PBC
4. Firehouse Expansion PBC
5. BOE Roof Replacement PBC
6. West Meadow Cemetery Expansion PBC

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



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: September 17, 2015
Re: Indian Hill Country Club

I received a phone call from Councilor Klett requesting that the Indian Hill Country Club Committee be placed on the agenda for discussion. In addition, I have sent the quarterly financial reports prepared by the Indian Hill Country Club through June 2015 for your review. As these reports contain some proprietary information, I respectfully request that each one of you keep them confidential.



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: September 18, 2015
Re: Street Acceptance - Green Avenue

There will be an item on the September 22 Town Council agenda for discussion of the acceptance of Green Avenue as a public road. Green Avenue is located off of Maple Hill Avenue.

In order to accept a street, the Council must follow a process including holding a public hearing prior to taking action on the acceptance. More information will be provided as it becomes available.

AGENDA ITEM: VII

DATE: 9-22-15

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$5,429.32 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 – SEPTEMBER 22, 2015

Daniel Anastasio 1731 Heritage Lane E Terre Haute, IN 47803	\$25.53
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$148.19
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$336.18
Hyundai Lease Titling Trust 3161 Michelson Dr. Ste. #1900 Irvine, CA 92612	\$471.49
Margaret or Joe Waluk 16 Lydall Road Newington, CT 06111	\$11.56
Judith DeJohn 48 Village Dr. 207 Wethersfield, CT 06109	\$24.28
Patricia or Gerald Lavery 40 Boulevard Newington, CT 06111	\$62.47
John or Louise Kaestle Avery Heights Apt. 512 Hartford, CT 06106	\$20.19
Gregory Coco 27 Jefferson Street Newington, CT 06111	\$115.28
Richard Frohock 13 New Britain Ave. Newington, CT 06111	\$23.95
Cynthia McKee 150 Pfister Drive Newington, CT 06111	\$621.49
Geoffrey Ziegler 10434 Mohawk Trl. Indianapolis, IN 46234	\$108.72
Glenn Buslewicz 15 Florence Street Newington, CT 06111	\$41.17
VW Credit Leasing LTD 1401 Franklin Boulevard Libertyville, IL 60048	\$172.02

TAX REFUNDS – SEPTEMBER 22, 2015

Eileen M. Banach 1171 Main Road Westport, MA 02790	\$141.09
Jaymes Tanski 7085 Warboys Road Bergen, NY 14416-9581	\$696.79
Judith or Paul Carnes 37 Mountain Rd. Hinsdale, NH 03451	\$237.96
Richard or Kimberly ZEH 27 Horizon Hill Road Newington, CT 06111	\$123.51
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$298.82
Edwin Perez 77 Summit Street Newington, CT 06111	\$29.53
MTP Auto Leasing Svc. Inc. 247-25 Jericho Tpke. Bellerose, NY 11426	\$164.36
Schona & William Depamphilis 119 Stonehedge Drive. Newington, CT 06111	\$24.24
Lynn Barbara Freeman 94 Sagamore Road Meriden, CT 06450	\$69.34
Sai Koya 626 Cooks Ct. Brentwood, TN 37027	\$320.27
Ally Financial Louisville PPC P.O. Box 9001951 Louisville, KY 40290-1951	\$146.78
Paula Chiaputti 589 Churchill Drive Newington, CT 06111	\$29.47
JP Morgan Chase 900 Stewart Ave. NY2-S503 Attn: Constance Garden City, NY 11530	\$176.60
CAB East LLC Ford Credit Personal Property Tax P.O. Box 67000 Department 231601 Detroit, MI 48267-2316	\$249.31

TAX REFUNDS – SEPTEMBER 22, 2015

Courtney Suess 101 Whitewood Road Newington, CT 06111	\$53.12
Prabu Krishnamurthy 14 Harlow Drive Newington, CT 06111	\$16.57
Marsha Bolas 202 Harding Ave. Newington, CT 06111	\$21.05
Richard Oja 43 Frederick St. Newington, CT 06111	\$202.87
Edward Douglas Moore JNT Janet Verna Moore 148 Green Paddock Circle Guyton, GA 31312-7139	\$72.21
Charles Tolisano 179 Scholl House Road Newington, CT 06111	\$172.91
Total	\$5,429.32