



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 23, 2014
7:00 P.M.**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. AWARDS/PROCLAMATIONS
 - A. Chair Presentation – Newington Town Councilors 2011-13
- IV. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
- V. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. Status Report: September 9, 2014 Post-Referendum Poll Results
 - B. Discussion: Town Hall/Community Center Project
- VI. CONSIDERATION OF NEW BUSINESS (**Action May be Taken by Waiving the Rules**)
 - A. CIP Transfer: National Welding Demolition Project
 - B. Discussion: C-PACE Commercial Energy Program
 - C. Discussion: Alumni Road/Cedar Street State Project
- VII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Human Rights Commission
 1. Accept the Resignation of Pauline Kruk
 2. Appoint a Replacement (TBD)
 - B. Newington Housing Authority
 1. Accept the Resignation of Stephen Karp
 2. Appoint a Replacement
 - C. 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. Committee on Community Safety

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

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

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

- A. Regular Meeting, 9/9/14

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: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XIII. REMARKS BY COUNCILORS

XIV. EXECUTIVE SESSION RE: LEGAL UPDATES

XV. ADJOURNMENT

AGENDA ITEM: III.

DATE: 9-23-14

RESOLUTION NO. _____

WHEREAS, the members of the 2011-2013 Newington Town Council voluntarily provided service to the Town and did so professionally and proudly; and

WHEREAS, these community leaders placed the interests of the Town above their personal lives, sacrificing major events in the daily activities of their spouses, children and families to attend numerous Town Council, Board, Commission and other public meetings and gatherings; and

WHEREAS, these dedicated public servants diligently performed their role, knowing that the future of our Town was affected by their actions; and

WHEREAS, former Town Council members John "Jay" Bottalico, Beth DelBuono and Deputy Mayor Scott McBride are to be recognized for their years of loyal service; and

WHEREAS, over the years an official Town of Newington chair has been presented to former Councilors in recognition of their work and to serve as a symbol of the Town's gratitude;

NOW, THEREFORE, BE IT RESOLVED, that the Newington Town Council, on behalf of the residents of the Town of Newington, hereby presents an honorary chair to John "Jay" Bottalico, Beth DelBuono and Scott McBride and extends sincere appreciation to them for a job well done.

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 19, 2014
Re: Post Referendum Poll

As the Town Council will recall, a post-referendum telephone poll was performed by Triton Polling, beginning on September 10, 2014. As of the date of this memorandum the polling sample (400 responses) has been completed. We are now waiting for the data to be analyzed. If the Town receives the report by next week, I will distribute, otherwise I will distribute when available.



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 19, 2014
Re: Town Hall/Community Center Renovations Project

There has been an item on the Council agenda pertaining to the Town Hall/Community Center project for the last few months. Since this is an open item, the Town Council is free to discuss various items within the scope of the referendum, project status in general, and next steps for the Council and the Project Building Committee.

In the previous memo, I discussed the latest update on the Triton post-referendum telephone poll. I also can discuss my meeting with the Decision Point consultants who would lead discussion groups regarding the project moving forward. In addition to the poll results, discussion groups would also assist the Committee and Council with formulating a new plan for the Town Hall and Mortensen center.



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 J. Harter, Director of Finance
Date: September 19, 2014
Re: CIP Appropriation Transfer

Attached is table prepared by Andy Brecher, Economic Development Director illustrating the budget line items and revenue sources for the National Welding Demolition, Remediation and Re-Use Project. As the table illustrates, the project cost totals \$4 million with \$2 million (50%) reimbursable by the State of Connecticut's Department of Economic and Community Development (DECD). The Town has committed approximately \$1.75 million to date. Accordingly, there is a remaining portion of the Town's matching funds of \$250,000 which needs be transferred within the Capital and Non-Recurring Expenditures Fund to the appropriate account.

In accordance with the Town Charter Section C-808 Transfer of Appropriation, transfers among capital projects funds may occur at any time and are not subject to the six-month limitation. Similar to the action taken in February 2014, it is my recommendation that remaining funds appropriated in the Fenn Road Access Road account (30310-88113) be reallocated towards this project. The correct action would be for the Town Council to transfer the balance of \$250,000 from this account to the National Welding Engineering Services account (30420-88329).

An adopting resolution for transfers within the Town's Capital Project Funds will be available for the October 14th Town Council meeting. I will be in attendance at the Town Council meeting on September 23rd to answer any questions the council may have.

NATIONAL WELDING DEMOLITION AND DEVELOPMENT

9/19/2014

ACTUAL AND ANTICIPATED EXPENDITURES

LINE	ITEM	1992-2013			2014-2015			TOTAL	COMMENTS
		TOWN OPERATING FUNDS	TOWN CAPITAL FUNDS	OTHER SOURCES	TOWN OPERATING FUNDS	TOWN CAPITAL FUNDS	OTHER SOURCES		
1	PROPERTY ACQUISITION			1,450,700				1,450,700	BACK TAXES; NO CASH OUTLAY
2	ENVIRONMENTAL STUDIES [FUSS & O'NEILL]	16,200	7,956	179,860		79,448		283,464	179,860 FROM FEDERAL EPA
3	STATE GRANT MANAGEMENT					82,500		82,500	CRDA + DECD MANDATORY LEGAL FEE
4	CONSTRUCTION MANAGEMENT [FUSS & O'NEILL]					124,653		124,653	BIDDING AND OVERSIGHT
5	DEMOLITION/ABATEMENT/REMEDIAATION ACTIVITIES					107,240	1,689,399	1,796,639	INCLUDING CONTINGENCY
6	PROPERTY DISPOSITION	21,990			11,250	228,804		262,044	CRDA, LEGAL, PLANNING, ENGINEERING
7	TOTAL	38,190	7,956	1,630,560	11,250	622,645	1,689,399	4,000,000	
8	REIMBURSABLE FROM STATE GRANT					310,601	1,689,399	2,000,000	
9	PAID/TO BE PAID FROM TOWN/FEDERAL FUNDS	38,190	7,956	1,630,560	11,250	312,044		2,000,000	
10	ANTICIPATED TOWN CAPITAL EXPENDITURES					312,044			

NOTES:

- THE TOTAL PROJECT COST IS \$4,000,000 FOR GRANT PURPOSES, INCLUDING EXPENDITURES OCCURRING PRIOR TO 2014.
- STATE GRANT ASSISTANCE IS LIMITED TO 50% OF THE TOTAL PROJECT COST.
- THE TOTAL PROJECT COST HAS BEEN REDUCED FROM \$4,019,150 PREVIOUSLY ESTIMATED TO \$4,000,000 BASED ON RECEIPT OF ACTUAL BIDS.
- 2014-2015 "OTHER SOURCES" OF \$1,689,399 ARE STATE FUNDS TO BE DISBURSED DIRECTLY BY CRDA TO THE DEMOLITION/ABATEMENT/REMEDIAATION CONTRACTOR.
- ADDITIONAL REMEDIATION COSTS ARE LIKELY. HOWEVER, SUCH COSTS ARE ENVISIONED TO BE PAID FOR BY THE EVENTUAL PROPERTY DEVELOPER.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MEMORANDUM

To: John Salomone, Town Manager
From: Andy Brecher, Economic Development Director
Date: September 18, 2014
Re: Connecticut Property Assessed Clean Energy (C-PACE) Program

The Connecticut Property Assessed Clean Energy (C-PACE) program was created by the state legislature to help commercial property owners finance energy upgrades to their buildings. It is administered by a quasi-public agency of the state, The Connecticut Green Bank.

The program is unique in that it allows money borrowed through Green Bank to be repaid through a supplemental tax bill issued by the municipality in which the project property is located. Such loans can also have up to a twenty year term (twice as long as the normal term for equipment loans from banks), can preserve capital and credit lines, and transfer with the property—so they don't have to be paid off when a property is sold, thereby encouraging building owners to undertake energy saving projects with a long term payback.

Ninety-six towns in Connecticut have already signed on to participate in the C-PACE program, and some \$40 million in loans have been approved by Green Bank to date. Two building owners in Newington are in serious discussions with Green Bank and need the Town's approval of the C-PACE agreement to move ahead.

Newington's role would be limited to issuing the tax bills, collecting the payments and transferring those payments to Green Bank. The revenue collection software used by the Town has already been modified by Green Bank to issue such tax bills. Establishing a separate account and transferring funds electronically are minor activities. This is a specialized program that is anticipated to be extremely helpful to some, but not utilized by many. Therefore, annual compensation of \$500.00 to be paid to the Town by Green Bank is adequate to cover the Town's incremental effort. Both the Revenue Collector and Finance Director concur this will have negligible impact on staff.

In the event of default by a property owner, the Town's responsibility is limited to notifying Green Bank. All efforts at, and costs of collection are the responsibility of Green Bank, although Green Bank could contract with the Town to provide collection services at the Town's discretion.

The attached agreement is provided for Town Council review. It has already been approved by the Town Attorney. Should the Council agree that contracting with Green Bank to make the C-PACE program available to Newington commercial property owners to undertake energy improvement investments that will reduce both energy consumption and costs, a resolution will be prepared authorizing the Town Manager to execute a C-PACE agreement with Green Bank.

Attach.

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

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between **TOWN OF NEWINGTON, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

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

WHEREAS, section 16a-40g, as amended, of the Connecticut General Statutes (the "Act") established the C-PACE program in Connecticut.

WHEREAS, subsection (b)(1) of the Act directs the Green Bank to establish a commercial sustainable energy program, and authorized the Green Bank to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

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

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

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

Section 1 - Definitions.

- (a) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) participation in a microgrid, as defined in section 16-243y, including any related infrastructure for such microgrid, by qualifying commercial real property, provided such microgrid and any related infrastructure incorporate clean energy, as defined in section 16-245n, as amended by this act, (C) any renovation or retrofitting of qualifying commercial real property to reduce energy consumption, (D) installation of a renewable energy system to service qualifying commercial real property, or (E) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation, retrofit or installation described in subparagraph (C), (D) or (E) of this subdivision is permanently fixed to such qualifying commercial real property.

- (b) "District heating and cooling system" means a local system consisting of a pipeline or network providing hot water, chilled water or steam from one or more sources to multiple buildings.
- (c) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.
- (d) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.
- (e) "Benefited property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.
- (f) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.
- (g) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Green Bank.

- (a) Program Requirements. Pursuant to the Act, the Green Bank:

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

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

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

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

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

(4) Shall establish the position of commercial sustainable energy program liaison within the Green Bank;

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

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

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

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

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

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

(3) Require that the property owner obtain the consent of any existing mortgage holder of such property, prior to the execution of the financing agreement or the recording of any lien securing a benefit assessment for energy improvements for such property, to have a Benefit Assessment Lien levied on the property to finance such energy improvements pursuant to the Act.

(c) Financing Agreement for Project. The Green Bank may enter into a financing agreement with the property owner of qualifying commercial real property (the "Financing Agreement"). The Financing Agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property. The Green Bank shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment

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

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

(1) Upon execution of the Financing Agreement, the Green Bank shall determine the total benefit assessment amount, including fees charged by the Green Bank to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Green Bank shall provide written notice of the total benefit assessment amount and interest rate to the Municipality.

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

Section 3 - Obligations of the Municipality.

(a) Levy of Benefit Assessment. Upon receiving written notice from the Green Bank of the benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property to be benefited by the energy improvements financed by the Green Bank and described in the Financing Agreement, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment in the form of the attached Exhibit A ("Benefit Assessment Lien"). The Benefit Assessment Lien will have two attachments: (1) the legal description of the benefited property and (2) the Financing Agreement payment schedule provided by the Green Bank. As provided in the Act, the benefit assessments levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for recording the Benefit Assessment Lien. Such Benefit Assessment Lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(b) Continuation, Recording and Release of Lien. As provided in the Act, each Benefit Assessment Lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens

or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such Benefit Assessment Lien. The Green Bank shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(c) Assignment of Benefit Assessment Lien.

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

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

(d) Amendment of the Benefit Assessment Lien. Pursuant to the Financing Agreement, the final amount of the benefit assessment may be adjusted after the levy of the Benefit Assessment Lien. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, a change in the amount of capitalized interest, or an amendment to the Financing Agreement. In the event that the final benefit assessment amount needs to be adjusted at the completion of the project, or any other time, the Green Bank will inform the Municipality of such change, provide the Municipality with an updated payment schedule and new lien amount, and the Municipality shall amend the Benefit Assessment Lien to reflect such adjustment. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for amending the Benefit Assessment Lien.

(e) Billing and Collection; Payment to the Green Bank.

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's

real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

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

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

(f) Collection of Delinquent Payments.

(1) In the event that any benefited property owner fails to make a benefit assessment payment pursuant to the payment schedule of the Benefit Assessment Lien in any property tax billing cycle, the Municipality shall provide written notice to the Green Bank of such delinquency in a reasonably timely manner. After providing such notice to the Green Bank, the Municipality has no obligation to collect delinquent benefit assessment payments unless it enters into a separate agreement with the Green Bank described in the following subsection (2).

(2) If the Green Bank makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Green Bank may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the Benefit Assessment Lien securing the delinquent benefit assessments. The agreement may also provide that the Green Bank shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

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

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

(g) Promotion of Program; Assistance for Green Bank Financing; Payment to Municipality.

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

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

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

Section 4 - Indemnification.

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

Section 5 - Term.

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

Section 6 - Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to

thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

- (a) Assignment or Transfer. Except as provided in Section 3(c) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Green Bank's bonds, notes or other obligations. If approval of the assignment by the holders of the Green Bank's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (b) Amendment and Termination. After the Green Bank sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Green Bank's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (c) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
- (e) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

Town of Newington
131 Cedar Street
Newington, Connecticut 06111
Attention: Town Manager

If to the Green Bank:

Connecticut Green Bank
845 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

- (g) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
- (h) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.
- (i) Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.
- (j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

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

(SEAL)

ATTEST:

TOWN OF NEWINGTON

_____ By: _____
John Salomone, Town Manager

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the City/Town of _____, Connecticut ("Municipality"), with an office at _____, _____, Connecticut, for and of behalf of the Connecticut Green Bank ("Green Bank"), with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and Green Bank dated _____, 20____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property as described more particularly in the attached **Exhibit A** (the "Property") of the Finance Agreement and also commonly referred to as _____, situated in the Municipality and owned on the date hereof in whole or in part by _____ (the "Property Owner") for energy improvements made or to be made to the Property. The amount and repayment of said levy and lien, as determined by Green Bank and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$ _____, with interest thereon at a fixed rate equal to _____% per annum, with equal installments of principal and interest due and payable, all as set forth in the attached **Exhibit H** of the Finance Agreement. In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended.

By order of the Tax Collector of the City/Town of _____.

Dated at _____, Connecticut this _____ day of _____, 20__.

Tax Collector

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ Land Records at Volume _____, Page _____

City/Town Clerk



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 19, 2014
Re: Alumni Road Project

As the Town Council will recall, staff has been working with the Connecticut Department of Transportation (DOT) on new plan to improve and make safe the intersection of Alumni Road and Cedar Street. In conjunction with the DOT we are beginning to prepare for the design. The State will potentially fund this improvement but the Town needs to retain a traffic engineer to work with DOT. We estimate this expenditure to be less than \$15,000. This upfront cost will not be reimbursable by the State.

Andy Brecher has been working on this project and will be in attendance to further discuss. Director of Residency and Security Richard Klett, representing the Board of Education, will also attend to discuss the important safety enhancements of this project.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of the Town Clerk

Tanya D. Lane MMC
Town Clerk

Memorandum

To: John Salomone, Town Manager
From: Tanya Lane, Town Clerk 
Date: September 15, 2014
Re: Resignation—Pauline Kruk: Human Rights Commission

I am attaching a copy of the letter of resignation received in the Town Clerk's office on 9/10/14 from Pauline Kruk who is resigning from the Human Rights Commission. Ms. Kruk was serving a term from 12/11/12 – 11/30/15.

Pursuant to §8-3 of the Newington Code of Ordinances, the Town Council is the appointing authority.

Town Clerk of Newington

Tanya D. Lane

131 Cedar Street

Newington, CT 06111

September 9, 2014

To: Town Clerk of Newington

Re: Resignation from membership in the Human Rights Commission

I will be resigning from the Human Rights Commission as of September 30, 2014. Due to time constraints, I find that I can no longer meet my obligations to the Commission. It has been a pleasure serving with the members of the Commission.

Sincerely,



Pauline A. Kruk

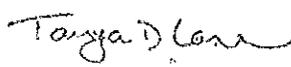
165 Walsh Avenue

Newington, CT 06111

cc: J. Boulay, K. Futoma, B. DeMaio

RECEIVED & RECORDED IN
NEWINGTON LAND RECORDS

2014 SEP 10 AM 11:44

BY 
TOWN CLERK

AGENDA ITEM: VII.A.1. _____

DATE: 9-23-14 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Pauline Kruk from the Human Rights Commission, in accordance with a communication dated September 15, 2014.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.A.2. _____

DATE: 9-23-14 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

Human Rights Commission

9 members, 3 year term
Party Max.: 6

Name	Address	Party	Term	Replaces
		D	IMMED.-11/30/15	P. Kruk (Res. 9-2014)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of the Town Clerk

Tanya D. Lane MMC
Town Clerk

Memorandum

To: John Salomone, Town Manager
From: Tanya Lane, Town Clerk 
Date: September 18, 2014
Re: Resignation—Stephen Karp: Newington Housing Authority

I am attaching a copy of the letter of resignation received in the Town Clerk's office from Stephen Karp who is resigning from the Newington Housing Authority—effective September 19th. Mr. Karp was serving a term from 12/1/11 – 11/30/16.

Pursuant to § 8-41 of the Connecticut General Statutes, the Town Council is the appointing authority.

September 17, 2014

Tanya D. Lane
Newington Town Clerk
131 Cedar Street
Newington, CT 06111

Dear Ms. Lane:

This letter is to inform you that I am resigning my position of Commissioner on the Newington Housing Authority effective September 19, 2014.

Increased work load in my employment and a pending move to Rocky Hill in October leads me to conclude I cannot continue to fulfill the responsibilities of Commissioner.

I appreciated the opportunity afforded me to serve the Housing Authority.

Sincerely,



Stephen A. Karp
79 Eddy Lane
Newington, CT 06111

RECEIVED & RECORDED IN
NEWINGTON LAND RECORDS

2014 SEP 17 AM 10:44

BY *Tanya D Lane*
TOWN CLERK

AGENDA ITEM: VII.B.1.

DATE: 9-23-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Stephen Karp from the Newington Housing Authority Board of Directors, in accordance with a communication dated September 18, 2014.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.B.2.

DATE: 9-23-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

Newington Housing Authority Board of Directors

5 members, 5 year term
Party Max.: 4

Name	Address	Party	Term	Replaces
Robert Counihan	104 Northwood Road	D	IMMED.-11/30/16	S. Karp (Res. 9-2014)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.C.

DATE: 9-23-14

10. 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: 3 Rep., 5 Dem.
Remaining alternates: 0

Name	Address	Party	Term	Replaces
Specialist: Jay Slater	47 Piper Brook Ave	U	Immed – 11/30/15	Vacant
Alternate:			Immed. – 11/30/2014	Vacant
Alternate:			Immed. – 11/30/2014	Vacant

11. 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., 1 Rep., 1 Unaf.

Name	Address	Party	Term	Replaces
Public Rep: Jay Slater	47 Piper Brook Ave	U	Immed – 11/30/15	P. Plavcan (Resigned)
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

14. Newington Housing Authority

5 members
5 year term
Party Max: 4
Remaining members: 2 Dem., 1 Rep.

Name	Address	Party	Term	Replaces
John W. Schultz	51 Basswood Street	O	Immed. – 11/30/15	K. Mason (Resigned 9-2014)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII

DATE: 9-23-14

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$4,606.47 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 23, 2014

Anna or Andrzej Rogalska 21 Groveland Terrace Newington, CT 06111	\$7.61
Bruce or Audrey Carlson 31 Franklin Circle Newington, CT 06111	\$1,089.31
Hyundai Lease Titling 3161 Michelson Drive, Ste. 1900 Irvine, CA 92612	\$256.43
William Lanza 82 Allston Road Newington, CT 06111	\$7.79
Toyota Motor Credit Corp. 19001 S. Western Avenue Attn: Product Operations WF 21 Torrance, CA 90509	\$1,031.56
Joseph Madrick 1557 Main St. Newington, CT 06111	\$46.25
BMW Financial Services 5550 Britton Pkwy. Attn: Tax Hilliard, OH 43026	\$338.27
Wheels LT 666 Garland Place Des Plaines, IL 60016	\$193.46
Saverio Albino 155 Webster Court Newington, CT 06111	\$18.60
Antonio Rodrigues 71 Carriage Hill Dr. Newington, CT 06111	\$21.35
Sally Canzanella 40 Lyondale Road Newington, CT 06111	\$45.97
Nelson Perri P.O. Box 310032 Newington, CT 06131-0032	\$10.05
Dewayne Woods 17 Hawley Street Newington, CT 06111	\$151.32
John Casioppo 15 Ivy Lane Newington, CT 06111	\$31.85

TAX REFUNDS – September 23, 2014

David Lund 10 Thompson Street Newington, CT 06111	\$231.91
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$237.58
Elizabeth Sheehan 100 Brentwood Road Newington, CT 06111	\$305.63
Ashley Quattromani 68 Ingraham Street Bristol, CT 06010	\$87.80
Christopher McKinnon 195 Williamstown Court Newington, CT 06111	\$55.98
Rogério Augusto 57 Quincy Lane Newington, CT 06111	\$150.55
Nelson or Carla Reis 26 Mallard Lane Newington, CT 06111	\$138.73
Matthew Debella 216 Lamplighter Lane Newington, CT 06111	\$148.47
Total	\$4,606.47