



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 24, 2013
7:00 P.M.

-
- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. AWARDS/PROCLAMATIONS
 - A. Constitution Week
 - IV. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
 - V. REMARKS BY COUNCILORS
 - VI. CONSIDERATION OF OLD BUSINESS (**Action May be Taken**)
 - A. Municipal Master Agreement – Construction Projects
 - VII. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken Only by Waiving the Rules.**)
 - A. Discussion: Cedarcrest Hospital Property
 - B. Award Bid: Senior and Disabled Center Roof Contract (**Action Requested**)
 - C. Collective Bargaining – AFSCME Contract
 - D. Administrative Group Salaries
 - VIII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Constable
 - 1. Accept Resignation of A. Neal Forte
 - 2. Appoint a Replacement (TBD)
 - B. Appointments to Boards and Commissions
 - 1. Affordable Housing Monitoring Agency
 - 2. Balf-Town Committee
 - 3. Building Code Board of Appeals
 - 4. Central Connecticut Health District Board of Directors
 - 5. Newington Commercial Façade Easement Rehabilitation Loan Program Committee
 - 6. Clem Lemire Artificial Turf PBC
 - 7. Committee on Community Safety

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townmanager@newingtonct.gov
www.newingtonct.gov

8. Conservation Commission
9. Development Commission
10. Downtown Revitalization Committee
11. Employee Insurance and Pension Benefits Committee
12. Environmental Quality Commission
13. Board of Ethics
14. Fair Rent Commission
15. Firehouse Expansion Project Building Committee
16. Housing Authority Board of Directors
17. Human Rights Commission
18. Library Board of Directors
19. NHS Track Renovations Project Building Committee
20. Open Space Committee
21. School Improvements Project Building Committee
22. Standing Insurance Committee
23. Town Plan and Zoning Commission
24. Tri-Town Community Access Cable Committee
25. Vehicle Appeals Board
26. Youth-Adult Council (Mayoral Appointment)
27. Zoning Board of Appeals

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

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

A. Regular Meeting, September 10, 2013

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

XII. COUNCIL LIAISON/COMMITTEE REPORTS

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

XIV. REMARKS BY COUNCILORS

XV. ADJOURNMENT

AGENDA ITEM: III.A.

DATE: 9-24-13

RESOLUTION NO.: _____

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2013 marks the 226th anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE BE IT RESOLVED, that I, Mayor Stephen Woods, by virtue of the authority vested in me as Mayor of the Town of Newington, Connecticut and on behalf of the Newington Town Council, do hereby proclaim the week of September 17 through 23 as **Constitution Week** and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VI.A.

DATE: 9-24-13

RESOLUTION NO.: _____

RESOLVED:

That the Newington Town Council hereby authorizes the Town Manager, John L. Salomone, to enter into an agreement with the State of Connecticut for a Master Municipal Agreement for Construction Projects, a copy of which is attached to this resolution.

BE IT FURTHER RESOLVED:

That said agreement shall remain valid for a ten-year term.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

Agreement No.
CORE ID No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY/TOWN OF
FOR THE CONSTRUCTION, INSPECTION, AND MAINTENANCE
OF
UTILIZING FEDERAL FUNDS
UNDER THE URBAN COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No.

Federal-Aid Project No.

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 200 , by and between the State of Connecticut, Department of Transportation, , Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the City /Town of , City/Town Hall, , , Connecticut , acting herein by , , hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications, and estimates have been prepared for , and

WHEREAS, said include(s), but is (are) not limited to, , herein identified as State Project No. and Federal-aid Project No. , hereinafter referred to as the "Project", and

WHEREAS, the State and the Municipality mutually agree that the State shall be responsible for the construction phase of the Project, which includes, but is not limited to, advertising, administration, inspection, field density testing and material testing in conjunction therewith, and

WHEREAS, said advertising, administration, inspection, field density testing, and material testing are hereinafter referred to as "incidentals to construction," and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and/or Moving Ahead for Progress in the 21st Century (MAP-21) provides funding authorization for "Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized..."(b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.", and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties" as used herein is defined as a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project" as used herein is defined as .

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State" as used herein is defined as State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the State.

THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) Provide services during construction, if requested by the State, including (a) consultation, advice and visits to the work site, (b) review and approval of all shop plans and

construction drawings received from the construction contractor, and (c) such design services as may be required.

(3) Pay for necessary services, including assistants rendering professional, technical, engineering or other assistance and advice under the provisions of Article (2) of this Agreement. Ninety percent (90%) of the cost incurred by the Municipality to provide such services will be reimbursed by the State under the provisions of Article (29) of this Agreement.

(4) Grant the State and the State's contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(5) Assume all responsibility and liability for:

(a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the Federal Highway Administration.

(b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.

(c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

(6) Maintain and enforce all traffic regulations, during and upon completion of the Project to conform to State and municipal traffic laws, ordinances and regulations.

(7) Reimburse the State for one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant, in the contract plans, specifications and estimates or due to inadequate construction engineering services. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost incurred due to said errors and/or omissions.

(8) Deposit with the State, upon demand, one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including the incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. However, if the cost of the total non-participating contract items is less than ten percent (10%) of the cost of the total project contract items, the cost of the associated incidentals to construction may be considered participating. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid

non-participating items. The final audit governs final billing to the Municipality for Non-participating Items.

(9) Participate in the cost of sidewalks constructed as part of the Project only as noted in the Connecticut Department of Transportation Policy Statement, Policy No. E&C-19, as may be revised.

(10) Deposit with the State, upon demand, the sum of Dollars (\$) for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility.

(11) Reimburse the State for all expenditures on the Project in the event the Project is cancelled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal and State participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause."

(12) (a) Deposit with the State, upon demand, the Municipality's share of the estimated construction cost, as shown in Article (29) of this Agreement.

(b) If at the time of low bid, the approved cost exceeds the estimated federal-aid participating construction cost indicated in Article (29), Item "F" hereof, the Municipality shall deposit with the State upon demand, their share of the additional cost. The Municipality shall pay the demand deposit within sixty (60) days after receipt of written notification by the State or shall notify the State, in writing, of the Municipality's desire to either reduce the Project scope to not exceed the estimated construction cost, as indicated in Article (29), Item "F" of this Agreement, or to terminate the Project with a reimbursement of all advertising, incidentals to construction and construction costs expended by the State. Subsequent to the adjustment at low bid and excluding the work covered by Articles (7), (8) and (9) of this Agreement, the Municipality will not be required to pay any further share of the federal-aid participating cost during construction. Participating construction cost increases will become the responsibility of the State and the Federal Highway Administration.

(13) Agree that the State, on written notice, may suspend, postpone, abandon, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Such suspension, postponement, abandonment, or termination may come about for the convenience of the State or may become necessary as a result of the Municipality's failure to render to the State's satisfaction the services required under this Agreement, including the progress of work on such services.

(14) Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements," a copy of which is attached hereto and hereby made part of this Agreement.

(15) (a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(16) Agree that, nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

THE STATE SHALL:

(17) Use apportionments made available to the State under the provisions of the Federal Surface Transportation Program to complete the construction phase of the Project and all related activities the State has agreed to perform herein.

(18) Advertise, receive bids, award a contract, make payments to the contractor and provide the Municipality with copies of the plans and specifications regarding the construction phase of the Project.

(19) Provide services including, but not limited to, administration, field density testing, material testing, inspection, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(20) Assume maintenance responsibility for those State facilities constructed as part of this Project.

(21) Perform a complete audit of the costs of the Project to determine the final payment due the State or the reimbursement due the Municipality by the State, upon completion of construction, when a demand deposit is made to the State by the Municipality.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(22) That the State may regulate the satisfactory accommodation of utilities on a continuing basis to any federal surface transportation urban program roadway or facility, as provided in Section 13a-98f of the General Statutes of Connecticut, as revised, and the Municipality will assist and cooperate in enforcing such regulations and shall issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility and take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the State's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article, shall become the responsibility of the Municipality.

(23) That if the Municipality fails to fulfill its responsibility in regard to Articles (5) and (6) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(24) That with respect to any claim, judgment, or award against the State in connection with this Project which arises from an act or omission of the Municipality (whether or not other factors

contributed thereto), the Municipality shall reimburse the State for one hundred percent (100%) of the related liability, litigation costs, and any other related costs sustained by the State. Such acts or omissions shall include, but shall not be limited to, design errors or omissions, and failures by the Municipality to make necessary arrangements for utilities work.

If a portion of a judgment or award rendered against the State in a lawsuit or arbitration related to this Project is attributable to an act or omission of the Municipality, the Municipality shall reimburse the State for the percent of the State's total litigation costs in said lawsuit or arbitration which is equal to the percent of the total judgment or award that was based on acts or omissions of the Municipality or its consultant. If a lawsuit or arbitration proceeding is brought against the State in connection with this Project, but no judgment or award is rendered against the State therein, then the Municipality shall reimburse the State for all of the costs incurred by the State in defending against said lawsuit or proceeding. If such a lawsuit or proceeding is settled, the State, in its sole discretion, but only after consultation with the Municipality, shall determine the portion of the related defense costs for which the Municipality shall be required to reimburse the State.

(25) That before completion of the construction phase of the Project, the State, in concert with the Municipality, shall perform semi-final and final inspections of the Project. The Municipality shall be notified of such inspections, in writing, by the State.

(26) That the State is hereby authorized to provide written notice to the Federal Highway Administration of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project.

(27) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

a) Be in writing (hardcopy) addressed to:

i) When the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

ii) When the Municipality is to receive such notice –

, Connecticut ;

b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the

address of the party to receive such notice; and

- c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

(28) That the State shall reimburse the Municipality, ninety percent (90%) of the amount expended by the Municipality for work performed under the terms of Article (2) of this Agreement. Reimbursement will be made in the following manner:

- (a) The Municipality shall submit to the State on an appropriate State voucher form with supporting data, the cost of services rendered and expenses incurred for a period of thirty days or longer during the term of this Agreement. Municipal costs shall be limited to the actual payroll for the Project; fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality.

(29) That the total estimated cost for the construction phase of the Project is Dollars (\$), which includes anticipated expenditures of Dollars (\$) for services to be provided by the State and Dollars (\$) for services to be provided by the Municipality.

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is Dollars (\$), unless revised under the terms of a supplemental agreement.

ESTIMATED CONSTRUCTION COSTS

State Project No.

Federal-aid Project No.

Participating (80% Federal, 10% State, 10% Municipal)

A.	Contract Items and Contingencies.....	\$
B.	Incidentals to Construction–Municipal-Design Services During Construction (Refer to Article 2).....	\$
C.	Incidentals to Construction–State Inspection Services.....	\$
D.	Incidentals to Construction–State Material Testing.....	\$
E.	Incidentals to Construction–State Audits.....	\$
F.	Total Cost (A+B+C+D+E).....	\$

Participating (80% Federal, 20% Municipal)

(Refer to Article (9))

G.	Contract Items and Contingencies-Sidewalks.....	\$
H.	Incidentals to Construction-State Inspection Services.....	\$
I.	Total Construction Cost (G+H).....	\$

Non-Participating (100% Municipal)

(Refer to Article (8))

J.	Contract Items and Contingencies.....	\$
K.	Incidentals to Construction-State Inspection Services.....	\$
L.	Incidentals to Construction-Material Testing.....	\$
M.	Total Construction Cost (J+K+L).....	\$

Summary

N.	Total Project Construction Cost (F+I+M).....	\$
O.	Estimated Federal Proportionate Share of the Total Constr. Cost (80% of F+I)...	\$
P.	Estimated State Proportionate Share of the Total Constr. Cost (10% of F).....	\$
Q.	Estimated Municipal Proportionate Share of the Total Construction Cost (10% of F + 20% of I + 100% of M)	\$
R.	Maximum Amount of Reimbursement to Municipality (90 % of B).....	\$
S.	Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article (10) of this Agreement.....	\$
T.	Total Demand Deposit(10 % of [A+C+D+E] + 20% of I + 100% of [M + S])..	\$

(30) That the State assumes no liability for payment under the terms of this Agreement until

the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

(31) The Agreement itself is not an authorization for the Municipality to begin the Project or begin performance in any way. The Municipality may begin the Project or begin performance only after it has received a written official notice to proceed order against the Agreement. A Municipality's commencement of the Project or commencing performance without a official notice in accordance with this Article (31) does so at the Municipality's own risk.

The State shall issue a written official notice against the Agreement directly to the Municipality.

(32) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(33) That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this paragraph conflicts with any other paragraph, this paragraph shall govern.

Agreement No.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
, Commissioner

Name:

By _____ (Seal)

Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name:

Date: _____

OF

Name:

By _____ (Seal)

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in this Exhibit A, Schedule 1 (attached herewith), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: "Code of Ethics Policy," June 1, 2007.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-

subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) As a condition to receiving federal financial assistance under the Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances in this Exhibit A, Schedule 2 (attached herewith).

(5) That the Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 3, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or

audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(6) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

That the Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. **If applicable, the Disclosure Form-LLL in this Exhibit A, Schedule 4 (attached herewith), shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.**

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.**

(7) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be

in compliance with this Act, as the same applies to performance under this Agreement.

(8) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and its subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(9) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation (“DOT” or “Department”). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics’ web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT’s Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department’s: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer’s Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the

monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a “major life event,” as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen’s Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term “gift” to limit the application of the so-called “gift to the State” exception. In general, “gifts to the State” are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a “gift to the State,” DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any “business with which they are associated.” In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department’s Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee’s other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department’s Human Resources Administrator. An indirect

financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.

9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

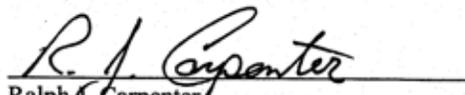
Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the

Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 2

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule 3
SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
--	------------------------	---------------------------	-----------------------------------	--------------------------------

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)
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(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



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 20, 2013
Re: Discussion: Cedarcrest Hospital Property

Please see attached communication from Economic Development Director Andy Brecher regarding the disposition process for the former Cedarcrest Hospital property. Mr. Brecher will be in attendance at the September 24 Council meeting to discuss this item.

Attach.

From: "Brecher, Andy" <ABrecher@NewingtonCT.Gov>
Date: September 12, 2013, 10:51:17 AM EDT
To: "Salomone, John" <JSalomone@NewingtonCT.Gov>
Cc: "Woods, Stephen" <SWoods@NewingtonCT.Gov>
Subject: Cedarcrest

I spoke with Shane Mallory, DAS, today about the disposition process for Cedarcrest.

The first step requires they post their intention on the "Environmental Monitor" and invite comments [currently underway]. OPM is responsible for reviewing and responding to those comments. Based on the issues raised, DAS will decide whether or not to proceed to the second step: Appraisals.

After selecting appraisal firms, those firms typically have 30-60 days to complete their analyses. After DAS reviews the appraisal reports, they will set a price [usually the average of the appraisals].

The third step will be offering the property to the Town. Newington would have 60 days to respond to the offer [plus extensions, if granted].

If the Town doesn't purchase the property, DAS will proceed to step four: Offering for Sale. A sales package will be prepared, tours provided and offers solicited over a period to be determined. Most likely, Cedarcrest would be offered for sale "as-is", with the prospective buyer responsible for environmental clean up [which to the best of my knowledge has not been clearly defined].

Step five is determined based on the level of interest. Negotiations could commence with one or more prospective purchasers, based on the structure of their offers. Assuming DAS comes to terms with a buyer, a Purchase and Sale agreement would be drafted, negotiated and revised to both parties satisfaction. It would then be circulated for review and approval by six additional state agencies/committees.

The total timetable ranges from a minimum of many months to a maximum of years.



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 19, 2013
Re: Sr. Center Roof Bid Award

The Senior and Disabled Center Roof Replacement Project Building Committee met on September 12th and voted to recommend that the Town Council accept the low bid from MDM Engineering of Quinebaug, Connecticut for this work. The project consists of replacement of the entire roof membrane of the Senior and Disabled Center, some hazardous material abatement, construction of a canopy, modifications to the parking lot and sidewalk adjacent to the canopy, roof drainage improvements, and safety improvements. MDM Engineering's Base Bid was \$700,500. There were two Add Alternate Bid items. One was for substitution of PVC membrane in place of EPDM. MDM Engineering bid this item at no additional charge. The second Add Alternate was for additional sidewalk work requested by the Project Building Committee, to make a section of sidewalk and parking lot where handicapped parking is located properly sloped to conform with the Americans with Disabilities Act. MDM bid \$18,500 for this item. MDM's bid was the lowest received for the Base Bid and also when the Base Bid and the Add Alternate Bids were combined. The Project Building Committee recommended acceptance of the Base Bid and both Add Alternates, for a total of \$719,000. This amount is within the amount budgeted for construction and contingency for this project. The bid results, the project budget and the minutes of the Project Building Committee meeting are attached.

The second lowest bidder submitted a bid protest. Based on the MDM Engineering's experience and qualifications, the qualifications of their subcontractor, their prior projects with Project Architect Kaestle Boos Associates, and the Project Architect's recommendation, the Committee voted to recommend Town Council acceptance of MDM Engineering's bid and the attached project budget.

The Senior and Disabled Center experienced some damage from a number of roof leaks this past winter. Staff and the Project Building Committee agree that this is a project that should be performed before the onset of winter, if possible. It is anticipated that approximately six weeks of work would be needed, weather permitting, for the roof replacement to be substantially complete. The canopy is expected to take longer. In order to substantially complete the roof before the traditional start of winter weather, the Project Building Committee is requesting that the Town Council consider waiving its rules in order to discuss and vote on this bid award in the same evening. If action can be expedited, MDM Engineering has indicated that they would be ready to begin work on or before the week of September 30th. Please place this item on the Town Council's Agenda for action at their September 24th meeting.

SPECIAL MEETING MINUTES

SENIOR AND DISABLED CENTER ROOF REPLACEMENT PROJECT BUILDING COMMITTEE

September 12, 2013

Town Hall Conference Room L100

- I. Call to Order – The meeting was called to order at 7:05 PM by Chairperson Castelle.
- II. Roll Call - Members present: Clarke Castelle, Chairperson; Myra Cohen, Dave Nagel, and Karen Brecher. Others present: Dianne Stone, Director of Senior and Disabled Center Services; Richard Kirby, Kaestle Boos Associates; and Jeff Baron, Director of Administrative Services.
- III. Public Participation – None.
- IV. Approval of Prior Meeting Minutes – Mrs. Cohen made a motion that the minutes of the July 16, 2013 meeting and the July 30, 2013 meeting be approved as presented. A second to the motion was made by Mr. Nagel. The motion passed unanimously.
- V. Consider and Take action on Bid Award – Mr. Baron had distributed the Bid Results prior to the meeting. Three firms bid the project, MDM Engineering, Imperial Company, and New Britain Roofing. The lowest bid received was from MDM Engineering, and it was within the Town’s budget. Their Base Bid was \$700,500. There were two Add Alternates to the bid, to substitute PVC membrane in place of EPDM membrane, and work to make the south sidewalk ADA compliant. MDM bid \$-0- and \$18,500 respectively, for a total bid of \$719,000.

A written Bid Protest was received by the Town from Imperial Company. Their protest was based on two arguments, that MDM Engineering was not certified by the State Department of Administrative Services (DAS) as a General Contractor, and because MDM Engineering is only licensed as a new home construction contractor. Therefore MDM would not have the licensing or experience for a project of this magnitude. The bid specifications required bidders and their subcontractors to have Connecticut DAS pre-qualification “in their classification”. The majority of the work is for roofing and MDM has DAS pre-qualification for roofing and masonry. There is no requirement that the bidder be a General Contractor. There is no requirement that the bidder be licensed. There is no roofing license requirement nor is the Town aware of any roofing license that could be acquired. Bidders were not required to name

their subcontractors on the Bid Form. MDM Engineering has notified the Project Architect that their subcontractor for the canopy work is A. Secondino and Son, Inc. of Branford. A Secondino and Son are DAS pre-qualified for General Trades, General Building Construction, Construction Manager at Risk, Concrete, and several other classifications. They would be qualified to perform the canopy and parking area work. MDM Engineering provided a list of current and recently completed projects that was also distributed to the Committee. They have two jobs, totaling over \$1.3 million, currently in progress. They have completed 8 other projects of \$700,000 or greater since 2007. The Project Architect submitted a written recommendation, noting that they have worked with MDM Engineering on several successful projects, their qualifications to install the PVC membrane that is in Add Alternate One, that they also have had a positive experience with A. Secondino and Son, and recommending award to MDM Engineering for the Base Bid and both Add Alternate Bids.

Mr. Baron presented a project budget showing award of the two Add Alternate Bids for a total of \$719,000 and a contingency of \$39,500, roughly 5.5% of the construction cost. There are also allowances in the bid for replacement of damaged deck and removal of wood blocking, to cover any reasonable amount of damaged area under the current roof membrane. As this is a roofing project without a significant amount of renovation work, a substantial amount for contingency is not anticipated to be needed. The handrail under the canopy was moved to line up with the middle of the automatic sliding door as the orientation of the door opening could not be changed. MDM bid \$-0- for Add Alternate One because they have the equipment and a crew with experience in PVC membrane that allows them to install this material faster. The savings in labor offsets the increased cost of the material. MDM could start on September 30 or even earlier, if they are allowed to.

The Committee was asked if they were comfortable with the cost identified for the canopy. The amounts identified are informational only, and not a canopy amount that each bidder would be held to. The design evolved to be more robust and include more safety features for the clientele that use the building. The design makes this area safer and provides an appropriate and sustainable structure for the building. Most donations for this structure were made a few years ago. Approximately six weeks of construction would be needed to get the roof to substantial completion, weather permitting.

Mr. Nagel made a motion that the Senior and Disabled Center Roof Replacement Project Building Committee recommend that the Town Council accept the bid of MDM Engineering of Quinebaug, for the amount of \$719,000 for the Base Bid, Add Alternate One and Add Alternate Two, and also recommend that the Town Council also accept the Project Budget as presented. Mrs. Cohen provided a second to the motion. The motion passed

unanimously by a vote of 4 YES to 0 NO. Mr. Baron will ask that the Town Council consider waiving their rules in order to consider and vote on this award at their September 24th meeting. Mr. Baron will also respond to the Bid Protest.

- VI. Any Other Business Pertinent to the Committee –The Committee agreed to meet again as dictated by the needs of the project. The minutes of the project job meetings are to be distributed by Mr. Baron to the Project Building Committee members. Mrs. Cohen made a motion that the Chairperson be allowed to verbally approve change orders for amounts up to \$10,000 in advance of formal Committee action. Second to the motion by Mr. Nagel. The motion passed unanimously by a vote of 4 YES to 0 NO.
- VII. Public Participation – None.
- VIII. Response to Public Participation – None.
- IX. Adjournment – the meeting adjourned at 7:48 PM.

Respectfully submitted,

Jeff Baron

Jeff Baron
Director of Administrative Services

TOWN OF NEWINGTON

SENIOR AND DISABLED CENTER ROOF REPLACEMENT
PROJECT BUILDING COMMITTEE

PROJECT BUDGET

SEPTEMBER 12, 2013

Appropriations

Account	Account Number	Amount
Sr. & Disabled Center Roof Replacement with Extension	31160-88401	\$755,500
Senior and Disabled Entrance Canopy	30640-88226	\$ 35,000
Senior and Disabled Donations Expenses	20651-87918	<u>\$ 15,000</u>
Total		\$805,500

Anticipated Expenditures

Construction	\$719,000
Design Fees	\$ 25,500
Hazardous Materials Abatement	\$ 21,500
Contingency (5.5%)≤	<u>\$ 39,500</u>
Total Estimated Project Cost	\$805,500

TOWN OF NEWINGTON

SENIOR & DISABLED CENTER ROOF REPLACEMENT

BID RESULTS

SEPTEMBER 9, 2013

	MDM Engineering Quinebaug	The Imperial Company, Inc. Cromwell	New Britain Roofing Co. Newington
BASE BID	\$700,500	\$794,000	\$923,000
<u>ADD ALTERNATES</u>			
1. .060 mil PVC Membrane in Lieu of EPDM Membrane	-0-	36,000	90,000
2. South Sidewalk Work	18,500	89,900	4,600
TOTAL	\$719,000	\$919,900	\$1,017,600

AGENDA ITEM: VII.B.

DATE: 9-24-13

RESOLUTION NO.: _____

RESOLVED:

That the Newington Town Council, pursuant to Chapter 8, Article X, Project Building Committees, of the Newington Code of Ordinances; and upon the recommendation of the Senior and Disabled Center Roof Replacement Project Building Committee; hereby accepts the bid of MDM Engineering of Quinebaug, Connecticut for project construction services for the Senior Center Roof Replacement Project, for the fee of \$719,000, including alternates.

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 20, 2013
Re: AFSCME Contract & Administrative Group Wages

On September 14, 2013 AFSCME ratified the contract for fiscal year 2013 through fiscal year 2017. Because the union has ratified the proposed contract, the Town Council must also ratify the contract before it becomes effective.

Attached please find the contract changes which were ratified by the union on September 14. Also, find attached, the cost analysis prepared by the Finance Director. The contract would be retroactive for fiscal years 2013 and through the 2014 fiscal year to date. The Town has reserved sufficient funds to pay the retroactive fiscal year, as well as this fiscal year.

It is been customary to grant raises to Administrative Group employees which would parallel the increases granted the union. Administrative Group employees include department heads and also non-management/non-union staff such as IT Department staff, Social Workers, Town Clerk staff, Town Manager's Office staff, etc. I therefore am proposing a 2% raise, retroactive to July 1, 2013 for all administrative personnel. This cost has also been budgeted in fiscal year 2013-2014. The Town's labor attorney and I will be available to answer any additional questions that you may have.

Attach.

Town of Newington
Cost Analysis of Proposed Four Year Contract AFSCME Local 2930
7/1/2012 - 6/30/2016

Cost	7/1/2012	7/1/2013	7/1/2014	7/1/2015	Total \$	Total % *	Yearly Average
Article VIII - Wages (Town and Board)	\$ 189,831	\$ 193,627	\$ 197,500	\$ 201,450	\$ 782,408	8.24%	2.06%
Article V - Holiday - Labor Day	\$ 2,300	\$ 2,346	\$ 2,393	\$ 2,441	\$ 9,480	0.10%	0.02%
Total Increase	\$ 192,131	\$ 195,973	\$ 199,893	\$ 203,891	\$ 791,888	8.34%	2.09%
Savings	7/1/2012	7/1/2013	7/1/2014	7/1/2015	Total \$	Total %	Yearly Average
Article IX - Premium Cost Sharing	\$ (27,217)	\$ (75,647)	\$ (123,065)	\$ (166,192)	\$ (392,121)	-4.13%	-1.03%
Article IX - Insurance Waiver		\$ (5,000)	\$ (5,000)	\$ (5,000)	\$ (15,000)	-0.16%	-0.04%
Article IV Hours of Work Tuesday - Saturday		\$ (4,725)	\$ (4,819)	\$ (4,916)	\$ (14,460)	-0.15%	-0.04%
Total Savings	\$ (27,217)	\$ (85,372)	\$ (132,885)	\$ (176,108)	\$ (245,473)	-2.59%	-0.65%
Net Cost	\$ 164,914	\$ 110,602	\$ 67,008	\$ 27,783	\$ 546,415	5.76%	1.44%
Average Net Pay Increase**	1.6%	1.4%	1.4%	1.5%	6.0%		

* As % of Payroll

** Based on an average salary of \$58,677 with a 2% wage increase and co-pay for a family medical plan

Other Savings

Withdrawal of Complaint Legal Fees	\$ 5,000
Withdrawal of Arbitration Legal Fees	\$ 40,000

Other Expenses

Article XIII Maximum Meal Allowances	\$ 6,600
Article XIII Tools for Equipment Mechanics	\$ 4,000
Article IX Insurance LTD for Engineering	\$ 1,290

Net Savings

\$ (33,110)

9/3/2013

MEMORANDUM OF UNDERSTANDING

The negotiating committees for the Town of Newington (“Town”) and AFSCME Council 4, Local 2930 (“Local 2930”) hereby agree and acknowledge that they have reached an agreement with regard to a successor collective bargaining agreement (“Agreement”) to the one previously entered into by the parties which expires on June 30, 2012. The terms of this successor Agreement are listed below and both negotiating committees acknowledge that they will recommend adoption of the Agreement to their respective constituencies (i.e., the Town Council and the membership of Local 2930). It is understood, however, that formal adoption of this successor Agreement is conditioned on the approval of the Town Council and ratification by the membership of Local 2930. This Memorandum of Agreement shall not constitute bargaining history unless ratified by both parties.

ARTICLE XXI – DURATION – Section 21.0

- Four-year contract – July 1, 2012 – June 30, 2016

ARTICLE VIII– WAGES – Section 8.0

Year One – 2012 – 2013	Year Two – 2013-2014	Year Three – 2014-2015	Year Four – 2015 - 2016
2.0% GWI (Retroactive to July, 2012)	2.0% GWI (Retroactive to July, 2013)	2.0% GWI	2.0% GWI
Step Movement	Step Movement	Step Movement	Step Movement

ARTICLE I – RECOGNITION – Section 1.0 A

CURRENT CONTRACT LANGUAGE

1.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all non-certified employees of the Education Department, and all employees of other

Town departments and agencies who regularly perform twenty (20) or more hours of work per week, excluding employees in administrative and supervisory positions, uniformed and investigatory employees of the police department, and seasonal employees who work not more than 120 calendar days during a calendar year.

TOWN PROPOSAL

- 1.0 A. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours, and other conditions of employment for all non-certified employees of the Education Department, and all employees of other Town departments and agencies who regularly perform twenty (20) or more hours of work per week, excluding employees in administrative and supervisory positions, uniformed and investigatory employees of the police department, and seasonal employees who work not more than 120 calendar days during a calendar year.

However, the Parties agree that the Town's Parks and Grounds and Highway Departments may also employ seasonal employees to work up to a maximum of 180 calendar days during a calendar year for the period April 1 through October 31, provided that the Town notifies the Union as to which seasonal employees have been hired as 180 calendar day seasonal employees. No more than twelve (12) 180 calendar day seasonal employees may be hired by the Town during any calendar year. The 180 calendar day seasonal employees may perform duties and assignments as outlined in the Seasonal Maintainer job description except that if voluntary overtime has been offered to Parks and Grounds or Highway Department employees and an insufficient number of bargaining unit employees have accepted the overtime so as to insure timely completion of the applicable project, the Town may utilize seasonal employees to assist in the performance of such work. Nothing in this Article is intended to restrict the Town from employing temporary workers to perform leaf collection and/or other duties as it has in the past.

ARTICLE III – MANAGEMENT RIGHTS – Section 3.2

TOWN PROPOSAL FOR NEW SECTION 3.2

SECTION 3.2

The Town shall continue to have the right to subcontract or transfer any type or kind of work as it has in the past, specifically including but not limited to, the subcontracting of multiple part construction projects. The Town agrees to provide the Union with a minimum of sixty (60) days advance notice when paving work is to be subcontracted to a third party vendor, except that less than sixty (60) day notice may be provided when the paving work is required due to exigent or emergency circumstances.

CURRENT CONTRACT LANGUAGE

4.6 If no regularly assigned employee within a particular position is available for overtime, any other bargaining unit employee within the same classification may be assigned, provided, however, that if no bargaining unit employee within the same classification is available, the Town may assign any other employee. All bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.

TOWN PROPOSAL

4.6 If no regularly assigned employee within a particular position is available for overtime, any other bargaining unit employee within the same classification may be assigned, provided, however, that if no bargaining unit employee within the same classification is available, the Town may assign any other employee. **Except as otherwise permitted under Section 3.2**, all bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.

WITHDRAWAL OF COMPLAINT

The Union agrees to withdraw with prejudice and without the payment of attorney's fees or costs, both the prohibited practice charge in Case No. MPP-29 655 currently pending before the Connecticut State Board of Labor Relations and the grievance in Case No. 2012-MA-0663 currently pending before the Connecticut State Board of Mediation and Arbitration.

ARTICLE V – HOLIDAYS –Section 5.0 (c)

The same days shall be observed as holidays for employees who are scheduled to work less than 189 days per year with the exception of Independence Day. ~~And Labor Day.~~

ARTICLE IX – INSURANCE – Section 9.0

- Increase employee percentage of premium cost share to nine (9%) percent effective and retroactive to January 1, 2013, ten percent (10%) effective and retroactive to the date by which this Agreement is ratified by both parties, eleven percent (11%) effective July 1, 2014 and twelve percent (12%) effective July 1, 2015. All employee premium cost share payments will be based on the allocation rates for the applicable fiscal years.

ARTICLE IX – INSURANCE – Section 9.2 – Proposal Attached

CURRENT CONTRACT LANGUAGE

9.2 If the Town finds it desirable to obtain equivalent coverage from alternate carriers at no additional cost to employees for the insurance specified in paragraphs 9.0 (a), (b), (d), or

(e) and/or 9.1 (a), (b) or (c) above, it shall notify the Union of proposed changes prior to their becoming effective. If, within thirty (30) days of notification, the Union disputes that the proposed changes constitute equivalent or better coverages, it may request an evaluation of equivalency of coverage by the arbitrator chosen under provisions of Article XII, Grievance Procedure. If the arbitrator finds coverage to be at least equivalent, the Town may exercise the option of changing to the equivalent coverage through an alternate carrier. In no event shall any changes become effective until the Union has had thirty (30) days in which to review such proposed changes or earlier indicates its agreement therewith. If the Union request an evaluation by an arbitrator as herein provided, no change shall become effective until the arbitrator finds equivalency or better will result.

TOWN PROPOSAL

9.2 If the Town finds it desirable to obtain **substantially** equivalent coverage **when the plan is viewed as a whole**, from alternate carries at no additional cost to employees for the insurance specified in paragraphs 9.0 (a), (b), (d) or (e) and/or 9.1 (a), (b) or (c) above, it shall notify the Union of proposed changes prior to their becoming effective. If, within thirty (30) days of notification, the Union disputes that the proposed changes constitute equivalent or better coverages, it may request an evaluation of coverages by an arbitrator chosen under provisions of Article XII, Grievance Procedure, **except that the arbitration shall be conducted by Joseph Celentano under the Rules and Regulations of the American Arbitration Association (AAA) with the parties equally splitting the fees and costs of the arbitrator.** If the arbitrator finds coverage to be at least **substantially** equivalent, **when the plan is viewed as a whole**, the Town may exercise the option of changing to the **substantially** equivalent coverage through an alternate carrier. In no event shall any changes become effective until the Union has had thirty (30) days in which to review such proposed changes or earlier indicates its agreement therewith. **Any substantially equivalent change shall not create more than ten (10%) percent disruption to the employee's current providers.** If the Union requests an evaluation by an arbitrator as herein provided, no change shall become effective until the arbitrator finds **substantially** equivalent or better results.

The Town may also consider at its option offering additional insurance coverage alternatives which would have a lower insurance premium and offer same to employees as additional alternatives or may look into adding health savings account, high deductible health plans, personal care accounts, flexible spending accounts or voluntary wellness initiatives including biometric testing.

The Town and the Union agree to a reopener on January 1, 2015 limited solely to addressing the provisions of the Affordable Health Care Act's so-called "Cadillac Tax" provisions. The reopener will address the alternatives for allocating and/or reducing the costs of any taxes, fines or penalties imposed on the Town under the Act due to the level of benefits provided to the employees.

ARTICLE X – VACATIONS – Section 10.4

- Add following sentence to end of Section 10.4

“Absent emergency circumstances, a minimum of five (5) business days advance notice is required when requesting vacation leave of five (5) days or more. A minimum of twenty-four (24) hour’s notice is required when requesting vacation leave of four (4) days or less.”

ARTICLE IV – HOURS OF WORK – Section 4.0 and 4.1(b)

CURRENT CONTRACT LANGUAGE

- 4.0 The regular hours of work for employees of the bargaining unit shall be as follows:

TOWN PROPOSAL

- 4.0 The regular hours of work for employees of the bargaining unit shall be as **defined below, except that two (2) employees hired after July 1, 2012 to work in the Parks Department may be assigned by the Town to work a Tuesday through Saturday work week. At least thirty (30) calendar day advance notification shall be provided to both the applicable employee(s) and the Local 2930 President before any change to, or from, a Tuesday – Saturday work schedule is implemented.**

CURRENT CONTRACT LANGUAGE

- 4.1(b) All work performed on Saturday, as such, except for Waste Disposal Area employees for whom work performed on their first scheduled day off of the work week shall be paid at time and one half.

TOWN PROPOSAL

- 4.1(b) **All work performed on Saturday, as such, except for Waste Disposal Area employees and for those employees assigned to work a Tuesday - Saturday work week, shall be paid at time one-half for work. Waste Disposal Area employees and those employees assigned to work a Tuesday – Saturday work week shall be paid at time and one half for work performed on their first scheduled day off that is not a Sunday.**

ARTICLE XI – LEAVE PROVISIONS – Section 11.2

CURRENT CONTRACT LANGUAGE

11.2 If an employee is out of work for more than four (4) consecutive working days, the Town may require a physician’s certificate as to the nature and disabling aspects of the illness or injury.

TOWN PROPOSAL

11.2 If an employee is out of work for more than four (4) consecutive working days, the Town may require a physician’s certificate as to the nature and disabling aspects of the illness or injury. **In addition, if the Town determines that an employee has exhibited a pattern or practice of absences, the employee will be required to meet with the Town Manager or the Superintendent of Schools or their designees and may be disciplined pursuant to Article XIV, Disciplinary Procedure.**

ARTICLE XIII - SAFETY, HEALTH AND TOOLS – Section 13.1

- Revise Maximum Meal Allowances per employee as follows:

- Breakfast **\$8.00**
- Lunch **\$10.00**
- Supper **\$18.00**

ARTICLE XIII – SAFETY, HEALTH AND TOOLS – Section 13.6

The Town shall indemnify Equipment Mechanics whose personal tools may be lost due to burglary, fire or explosion at the Town facility. **Effective and retroactive to July 1, 2013, mechanics shall be reimbursed, upon the submission of appropriate documentation, for up to \$250.00 annually for monies spent on purchasing tools related to the performance of their job duties.**

ARTICLE XIV – DISCIPLINARY PROCEDURES – Section 14.4

- Replace “two” years with “**three**” years.

Proposal includes all other items tentatively agreed to by the parties on April 5, 2013 and April 19, 2013. See attached list.

All other provisions of the current collective bargaining will continue in the successor agreement, except as modified herein.

All other proposals submitted by the Parties during negotiations are withdrawn.

LIST OF SIGNED TENTATIVE AGREEMENTS

- Section 1.B - Non Union Bus Drivers exceeding twenty hours per week (4-5-13)
- Section 3.0 - Management Rights (4-5-13)
- Section 4.12 - Parks and Recreation Grounds Division available for winter storms (4-5-13)
- Section 4.14 - Bus Driver Overtime Availability and Notification (4-5-13)
- Section 9.4 - Engineering Employees Receipt of LTD coverage (4-5-13)
- Section 9.5 - Spouses Employed with Town and or Board of Education not eligible for health insurance waiver (4-5-13)
- Section 7.1 (c) - Promotional Testing (4-5-13)
- Section 8.8 - Mandatory Direct Deposit (4-5-13)
- Section 9.0(a) - Federal Health Care Mandate Language (4-5-13)

LIST OF VERBAL TENTATIVE AGREEMENTS

- Section 4.0(f) – School Transportation Employees (Union proposal with definition of “critical runs” deleted 4-19-13)
- Section 9.7 – Dependent Care Account Insurance language (Union proposal 4-19-13)

TOWN OF NEWINGTON

TITLE:	Maintainer (Seasonal - 180 Days)	GRADE:	Various
DEPARTMENT:	Highway, Parks and Grounds	COUNCIL ADOPTED:	DRAFT 7/2013

POSITION DESCRIPTION

Under general supervision, performs a variety of routine manual tasks in the construction, maintenance, and repair of town property including but not limited to parks, roadways, rights-of-way. Performs related work as required.

ESSENTIAL JOB FUNCTIONS

- Assists in the installation, maintenance and repair of streets and waterways.
- Helps load and unload material in street patching and in the removing of debris from streets.
- May perform street patching with brick, concrete, or asphalt.
- Assists in placing pipe lines and repairs of manholes.
- Cleans out waterways.
- Performs manual laboring tasks, such as cutting and trimming grass with lawn mowers and motorized power riding mowers with cutting decks no larger than 60" which can be utilized for mowing cul-de-sacs, median areas, as well as tree and shrub trimming using various hand and motorized equipment, string trimmers, hedge trimmers. Seasonal employees may utilize lawn mowers and motorized power riding mowers with cutting decks less than 60" as well as walk behind mowers, where appropriate, on only the following Town parks, fields and facilities: Mary Welles; Little Brook; Starr; Beechwood; Beacon; Candlewick; and Seymour.
- Cleans grounds of waste paper and debris.
- Performs heavy manual labor in the removal of trees, debris and roadside litter
- Plants, waters, and weeds flowers and shrubs.
- Assists with maintenance cleaning work and minor repairs on irrigation equipment using various hand and power tools.
- Collects litter and cleans graffiti

ADDITIONAL JOB FUNCTIONS

- Performs related tasks as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to follow written and/or oral instructions.
- Knowledge of the uses of hand and power tools in performing common laboring tasks.
- Working knowledge of the occupational hazards and safety procedures involved in the equipment operated.
- Ability to perform heavy manual tasks under any type of weather conditions.
- Ability to operate the varied equipment used in normal service.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS

(The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- Sufficient stamina and strength to be exposed to the discomforts of working out of doors year round (including but not limited to heat, cold, rain or snow).
- Ability to work with and around various flowers, trees, and foliage.
- Ability to withstand dust, pollen, and minor insect annoyances.
- Ability to push/ pull/ lift object(s) generally weighing fifty (50) pounds or less.
- Sufficient stamina to perform strenuous physical labor.
- Ability to be mobile, sit, stand, and walk for extended periods of time.

- Ability to perform gross and fine motor skills.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Ability to hear normal sounds with some background noise and to communicate effectively.
- Ability to concentrate on fine detail with some interruption.
- Ability to read and understand warning decals, labels, and navigate through maps.
- Ability to attend to task/ function for more than 60 minutes at a time.
- Ability to understand and relate to specific ideas, generally several at a time, and understand and relate to theories behind related concepts.
- Ability to be available for call outs.
- Ability to remember multiple tasks/ assignments given to self and others over extended periods of time.
- Ability to move within Town buildings and facilities.
- Ability to get into and out of a motor vehicle/ truck/ or construction equipment.
- Ability to get into and out of and/ or on and off equipment.

REQUIRED MINIMUM QUALIFICATIONS

- experience performing heavy manual work.

LICENSE OR CERTIFICATE

- A valid Connecticut Driver's License.

I understand that nothing in this position description restricts the Town's right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the Town Administration's assignment of essential functions.

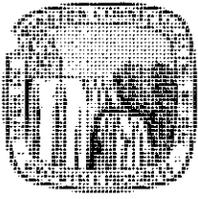
I have reviewed this document and discussed its contents with my supervisor and I fully understand the nature and purpose of this position description and its related duties.

Employee

Date

Supervisor

Date



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 10, 2013
Re: Vacancy in Elective Office: A. Neal Forte, Constable

I am attaching a copy of the letter of resignation received in the Town Clerk's office today from A. Neal Forte who is resigning his position as Constable for the Town of Newington. Mr. Forte was serving a term from 11/15/11 – 11/12/13.

Pursuant to §204 of the Newington Charter, "...vacancies in elective offices...shall be filled by the Council for the period until the end of the vacated term".

September 1, 2013

Tanya Lane
Newington Town Clerk
Newington, CT 06111

Dear Tanya,

Effective immediately, I am resigning my position as elected Republican Town Constable. I have been elected Chairman of The Newington Republican Town Committee and I feel that it would be unethical for me to hold both positions. Due to the nature of my job as Chairman, I feel that it would create a conflict of interest for me in my dealings with not only the town but the residents of Newington as well.

Sincerely,



A. Neal Forte
123 Church Street
Newington, CT 06111
(860) 883-7801

RECEIVED & RECORDED IN
NEWINGTON LAND RECORDS

2013 SEP 10 A 8:53

PAGE

of Tanya Lane

TOWN CLERK

AGENDA ITEM: VIII.A.1.

DATE: 9-24-13

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of A. Neal Forte from his position as Constable, effective September 1, 2013 in accordance with a communication received September 10, 2013.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII.A.2.

DATE: 9-24-13

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

CONSTABLE

Name	Address	Party	Term	Replaces
			Immead. – 11/12/13	A. Neal Forte (res. 9/2013)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: IX

DATE: 9-24-13

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$2,405.93 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 24, 2013

Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$47.08
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$269.14
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$287.34
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$92.82
Cab East LLC Ford Credit Personal Property Tax P.O. Box 67000, Dept. 231601 Detroit, MI 48267-2316	\$860.40
Alfred Amaio Jr. & Sebastiana Amenta Amaio 16 Mallard Lane Newington, CT 06111	\$195.84
Damian Tremont 24 Sunnyside Road Newington, CT 06111	\$421.73
Peter Scheinblum 194 Sterling Drive Newington, CT 06111	\$5.59
Stanley Kraszewski 136 Old Farm Drive Newington, CT 06111	\$57.17
Rocio D. Vasquez 75 Highland Street Newington, CT 06111	\$89.12
Morgan B. McKeever 32 Basswood Street Newington, CT 06111	\$79.70
Total	\$2,405.93