



John L. Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

**MAYOR STEPHEN WOODS**

## **NEWINGTON TOWN COUNCIL**

**Helen Nelson Room (Main Level) – Town Hall  
131 Cedar Street**

**January 8, 2013  
7:00 P.M.**

### **AGENDA**

#### **EXECUTIVE SESSION RE: PERSONNEL 6:00 p.m., Conf. Room 1**

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- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. PUBLIC PARTICIPATION – IN GENERAL (In Person/Via Telephone)
- IV. REMARKS BY COUNCILORS
- V. CONSIDERATION OF OLD BUSINESS (Action May be Taken)
  - A. Town Council 2013 Regular Meeting Schedule
- VI. CONSIDERATION OF NEW BUSINESS (Action May Be Taken Only by Waiving the Rules.)
  - A. DEHMS Homeland Security Grant Funding
  - B. CIP Funds Transfer
  - C. Discussion: Board of Ethics
  - D. Town Council Goal Setting Session – January 26, 2013
  - E. Town Manager Evaluation/ Consideration of Compensation Adjustment
- VII. RESIGNATIONS/APPOINTMENTS (Action May Be Taken)
  - A. Town Hall Renovations Project Building Committee
    - 1. Appoint Beth DelBuono
  - B. Appointments to Boards and Commissions
    - 1. Commission on Aging and Disabled
    - 2. Balf-Town Committee
    - 3. Newington Commercial Façade Easement Rehabilitation Loan Program Committee
    - 4. Clem Lemire Artificial Turf PBC
    - 5. Committee on Community Safety
    - 6. Conservation Commission
    - 7. Development Commission
    - 8. Downtown Revitalization Committee

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townmanager@newingtonct.gov  
www.newingtonct.gov

9. Education Facilities Project Building Committee
10. EMS 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. Human Rights Commission
17. NHS Track Renovation Project Building Committee
18. Open Space Committee
19. School Code Compliance Committee
20. Standing Insurance Committee
21. Town Plan and Zoning Commission
22. Vehicle Appeals Board
23. Zoning Board of Appeals

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

IX. MINUTES OF PREVIOUS MEETINGS

- A. Regular Meeting, December 11, 2012

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

XI. COUNCIL LIAISON/COMMITTEE REPORTS

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

XIII. REMARKS BY COUNCILORS

XIV. ADJOURNMENT

AGENDA ITEM: V.A. \_\_\_\_\_

DATE: 1-8-13 \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLVED:

The Newington Town Council, in compliance with the Freedom of Information act, hereby approves the 2013 Town Council regular meeting schedule as indicated on the attached document.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_



John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
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## OFFICE OF THE TOWN MANAGER

In compliance with the Freedom of Information Act, the following is a list of meeting dates of the Town Council for 2013.

All meeting times are 7:00 pm.

<u>Date</u>	<u>Date</u>
January 8, 2013	August 13, 2013
January 22, 2013	August 27, 2013
February 12, 2013	September 10, 2013
February 26, 2013	September 24, 2013
March 12, 2013	October 8, 2013
March 26, 2013	October 22, 2013
April 9, 2013	November 12, 2013
April 23, 2013	November 26, 2013
May 14, 2013	December 10, 2013
May 28, 2013	December 17, 2013 (December 24 is Christmas Eve)
June 11, 2013	January 14, 2014
June 25, 2013	January 28, 2014
July 9, 2013	
July 23, 2013	

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



John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 CEDAR STREET  
NEWINGTON, CONNECTICUT 06111

## OFFICE OF THE TOWN MANAGER

### MEMORANDUM

To: Newington Town Council  
From: John Salomone, Town Manager  
Date: January 4, 2013  
Re: Memorandum of Agreement – State Use of Funding Granted by Department of Homeland Security

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Attached is a “Memorandum of Agreement between the State of Connecticut, Department of Emergency Management & Homeland Security and the Town of Newington, Located in DEMHS Region 3, Regarding State Use of Funding Granted by the Department of Homeland Security.”

The Town is being asked to enter into this MOA to authorize the State of Connecticut DEMHS to act as the Town’s agent for retention and administration of grant funds for the six regional set-aside projects listed in the agreement.

If the Council concurs, a resolution will be on the next meeting agenda for consideration.

Attach.

**MEMORANDUM OF AGREEMENT  
REGARDING USE OF  
FEDERAL FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT FUNDING  
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS  
IN DEMHS REGION 3**

**I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection, (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the Town of Newington (Newington), the Capitol Region Council of Governments (CRCOG), and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2011 State Homeland Security Grant Program (SHSGP), Grant Number EMW-2011-SS-00097, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DEMHS is retaining pass-through funds from SHSGP Grant Number EMW-2011-SS-00097 in the total amount of \$2,496,216 on behalf of local units of government, for the following six regional set-aside projects designed to benefit the state's municipalities:
  - a. Expanded Regional Collaboration;
  - b. Connecticut Intelligence/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection/IED Attack Deterrence;
  - d. Medical Preparation and Response;
  - e. Public Outreach and Preparedness; and
  - f. NIMS/ICS Training and Exercise.
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3, including Newington – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. Newington is eligible to participate in those Federal Fiscal Year 2011 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$545,718 for Region 3, which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

**B. Purpose of Agreement**

The SAA and Newington enter into Part I of this MOA authorizing the SAA to act as the agent of Newington and allowing the SAA to retain and administer grant funds provided under Grant Number EMW-2011-SS-00097 for the six regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

**C. SAA and Newington Responsibilities.**

The SAA agrees to administer the SHSGP grant funds of \$1,457,175 in furtherance of the six regional set-aside projects listed above.

Newington agrees to allow the SAA to provide financial and programmatic oversight of the \$1,457,175 for the purpose of supporting the allocations and uses of funds under Grant Number EMW-2011-SS-00097 consistent with the 2011 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council. Newington

agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the six regional set-aside projects listed above.

**D. CRCOG and Newington Responsibilities.**

Newington also agrees to allow CRCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2011 regional allocation not included in the six regional set-aside projects in the amount of \$545,718 targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Management & Homeland Security (DEMHS), the Town of Newington (Newington), the Capitol Region Council of Governments (CRCOG), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. Newington has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of Newington, the region, and if necessary, the State.
4. The parties also agree that Newington may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2011 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2011.

**B. Purpose.**

DESPP/DEMHS, the Region 3 REPT, CRCOG, and Newington, enter into Part II of this MOA regarding asset(s) for which Newington agrees to be the custodial owner, and which are described in Appendix A, as may be amended.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

- The term "authorized training" means training that is authorized by DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(7) below.

**2. Responsibilities of DEMHS and CRCOG.**

In its role as SAA, DEMHS will subgrant funds to CRCOG, which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in Appendix A.

**3. Amendment of Appendix A.**

The parties agree that decisions regarding the placement of regional assets in Newington may be made after the execution of this agreement and that Appendix A shall be amended accordingly (see attached form). Newington agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of Newington.

**4. Responsibilities of Custodial Owner/Newington.**

Newington understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) listed in Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, Newington agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of Newington's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by Newington shall conform to the manufacturer's recommendations. If appropriate, Newington shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of Newington performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

**5. Responsibilities of the REPT.**

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), Newington is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

**6. Assignment of Asset(s).**

If Newington does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DEMHS will provide 60 days' notice before re-assigning the asset.

**III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**

**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

**B. Authority to Enter Agreement.**

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the Department of Emergency Services and Public Protection/Division of Emergency Management & Homeland Security, pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. Town of Newington (Newington) is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving Newington written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

This agreement may be modified upon the mutual written consent of the parties.

**E. Litigation.**

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**F. State Liability.**

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until Newington, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

**G. Audit Compliance.**

If Newington, through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then Newington must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. Newington agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

**H. Lobbying, Debarment, and Suspension.**

Newington commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

**I. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. Newington agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**J. Non-Discrimination Clause.**

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action - equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor

with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

**K. Non-discrimination on the Grounds of Sexual Orientation.**

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.

5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**L. Points of Contact.**

The point of contact for the SAA is:

William P. Shea, Deputy Commissioner  
25 Sigourney Street, 6<sup>th</sup> Floor, Newington, CT 06106-5042  
Phone: (860) 256-0800 Fax: (860) 256-0815  
Emails: [William.Shea@ct.gov](mailto:William.Shea@ct.gov) and [Rita.Stewart@ct.gov](mailto:Rita.Stewart@ct.gov)

The point of contact for Newington is:

Name & Title:  
Address:  
Phone Number: Fax Number:  
E-mail Address:

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or Newington. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

**THE TOWN OF NEWINGTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

**THE CAPITOL REGION COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lyle Wray, Executive Director  
Duly Authorized

**THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea  
Deputy Commissioner  
Duly Authorized

**Appendix A**

The following is a list of the assets for which the Town of Newington has agreed to serve as the custodial owner:

NONE AT THIS TIME

**Equipment Description** \_\_\_\_\_ **Funding Source (SHSGP)**

**THE TOWN OF NEWINGTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

MEMORANDUM OF AGREEMENT  
REGARDING USE OF  
FEDERAL FISCAL YEAR 2011 STATE HOMELAND SECURITY GRANT FUNDING  
AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS  
IN DEMHS REGION 3

AMENDMENT TO APPENDIX A  
FOR THE TOWN OF NEWINGTON

Equipment Description \_\_\_\_\_ Funding Source (SHSGP)

**THE TOWN OF NEWINGTON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Typed Name & Title: \_\_\_\_\_

**THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea  
Deputy Commissioner  
Duly Authorized



John Salomone  
Town Manager

# TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

## Finance Department

Ann J. Harter  
Director of Finance

### Memorandum

**To:** John Salomone, Town Manager  
**From:** Ann J. Harter, Director of Finance *AJH*  
**Date:** January 3, 2013  
**Re:** Recommended Fiscal Year 2012-2013 Capital Projects Appropriation Transfer

Per the attached memo, the Newington Volunteer Fire Department (NVFD) is requesting additional funds in the amount of \$32,000 to complete the outfitting of the recently purchased Fire Pumper Engine with necessary public safety equipment. Additionally, the Economic Development Commission (EDC) is requesting funds for downtown signage. Per Economic Development Director Andy Brecher, the approximate cost of the signs including installation is \$12,000. This signage will match others recently erected in proximity of the town center.

Therefore, I am recommending the unanticipated funding for NVFD and EDC requests be covered by reallocating the balances from the following completed capital projects.

88306	Fire Company #1 Window Replacement	5,991
88324	Residential Trash Containers	5,468
88721	NVA Sky Light Replacement	7,829
88911	Tax Revaluation Reserve	24,712
	Total	44,000

I will be in attendance at the Town Council meeting on January 8th to answer any questions the council may have.



John Salomone  
Town Manager

# TOWN OF NEWINGTON

1485 Main Street Newington, Connecticut 06111

**Newington Volunteer Fire Department**



Chris R. Schroeder  
Fire Chief

## Memorandum

**To:** Ann Harter, Finance Director  
**From:** Chris R. Schroeder, Fire Chief  
**Date:** January 03, 2013  
**Re:** Engine- 4 Equipment

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As a follow up to our meeting with the Town Manager on Friday December 21, 2012 concerning our request for an additional \$32,000 to fully equip the new Engine #4.

These funds will allow us to keep the existing Engine #4 fully equipped and on line as a ready spare to be utilized during major emergencies.



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: January 02, 2013  
Re: Code of Ethics

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Councilor Jay Bottalico has requested to place an item on the January 8, 2013 Council agenda to discuss the Town's current Code of Ethics. (Newington Code of Ordinances Chapter 32).

Attached, please see the Town's current Code of Ethics, which was last updated in October, 1997.

Attach.

## Chapter 32

### ETHICS, CODE OF

- |  |   |
|--|---|
| § 32-1. Purpose.                                       | § 32-9. Political activities.   |
| § 32-2. Definitions.                                   | § 32-10. Disclosure of holdings and associations.                                   |
| § 32-3. Standards of service.                          | § 32-11. Board of Ethics.   |
| § 32-4. Use of Town resources.                         | § 32-12. Confidentiality of complaints and investigations; publication of findings. |
| § 32-5. Conflict of interest.                          | § 32-13. Violations and penalties.  |
| § 32-6. Disclosure of confidential information.        | § 32-14. Board to adopt rules and regulations.                                      |
| § 32-7. Gifts, gratuities and favors for personal use. |   |
| § 32-8. Employment incompatible with Town duties.      |   |

[HISTORY: Adopted by the Town Council of the Town of Newington 9-22-1987 (§§ 2-41 to 2-54 of the 1974 Code). Amendments noted where applicable.]

#### GENERAL REFERENCES

Boards, committees, commissions and bureaus — See Ch. 8.      Personnel — See Ch. 85.

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#### § 32-1. Purpose.

The proper operation of democratic government requires that public officials, employees and other persons involved in the governmental process and in the services rendered by government be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals this Code of Ethics is established with the purpose of setting forth guidelines, standards and limitations consistent with the best interests of the Town.

#### § 32-2. Definitions. [Amended 10-23-1991; 10-28-1997 by Ord. No. 9597-13]

As used in this chapter, the following words shall have the following meanings:

**BUSINESS ENTITY** — Any business, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust or corporation.

**COMPLAINANT** — Any person who files a complaint pursuant to § 32-11G of this chapter. After a finding of probable cause, the Board of Ethics shall become the complainant.

**EMPLOYEE** — Any person receiving a salary or wages from the Town or Board of Education for services rendered, whether full-time or part-time.

**INTEREST** — Direct or indirect pecuniary or material benefit accruing to a public official or employee as result of a contract or transaction which is or may be the subject of an official act or action by or with the Town, except for such contracts or transactions which by their terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this chapter, a public official or employee shall be deemed to have an interest in the affairs of:

- A. Any person related to him by blood or marriage in a degree closer than the fourth degree of consanguinity or affinity (determined by the civil law method);
- B. Any person or business entity with whom a contractual relationship exists with the public official or employee or member of his or her immediate family;
- C. Any business entity in which the public official or employee is an officer, director or member having a financial interest in or employed by;
- D. Any business entity in which the stock of, or legal or beneficial ownership of, in excess of 5% of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the public official or employee.

**OFFICIAL ACT OR ACTION** — Any legislative, administrative, appointive or discretionary act of any public official or employee of the Town or any agency, board, committee or commission thereof.

**POLITICAL PARTY TOWN COMMITTEE OFFICER** — The chairman, vice chairman, treasurer or secretary (or comparable titles) of any organized political party Town committee.

**PUBLIC OFFICIAL** — Any person holding elective or appointive office in the government of the Town, and shall include, but not be limited to, the Town Treasurer, the Town Attorney, members and alternate members, if any, of the Town Council, the Board of Education, the Board of Fire Commissioners, the Town Plan and Zoning Commission, the Zoning Board of Appeals, committees appointed to oversee the construction or improvement of Town facilities, or any other board, commission or agency.

**RESPONDENT** — Any public official or employee against whom a complaint has been filed pursuant to § 32-11G of this chapter.

**§ 32-3. Standards of service. [Amended 10-23-1991]**

- A. Generally. Public officials and employees have a special responsibility by virtue of the trust invested in them by the Town's residents to discharge their duties conscientiously, impartially, and to the best of their ability, placing the good of the Town above any personal or partisan considerations.
- B. Official conduct. Public officials and employees shall be guided in the discharge of their duties by the following considerations:

- (1) Public officials and employees have an obligation to act morally and honestly in discharging all assigned responsibilities.
- (2) Public officials and employees will conduct themselves with propriety, discharge their duties impartially and fairly, and make continuing efforts toward attaining and maintaining high standards of performance.
- (3) Individuals who consent to serve on Town boards or commissions are expected to devote the necessary time and effort to these commitments.
- (4) Public officials or employees shall not use, or attempt to use, either directly or indirectly, their Town positions to secure any preferential right, benefit, advantage or privilege for themselves or for others, including without limitation anyone related to their occupations or sources of income.
- (5) Should a public official or employee be requested or ordered to perform an illegal or unethical act or an act that conflicts with this Code of Ethics, that individual should be guided by standards of morality rather than by standards of expediency and should refuse to comply with such a request or order. This principle is not to be construed as encouraging arbitrary or capricious nonconformity with job assignments but to ensure that all public officials and employees recognize that the responsibility for ethical conduct ultimately rests with each individual.

**§ 32-4. Use of Town resources. [Amended 10-23-1991]**

Public officials and employees often have access to vehicles, equipment, supplies, property, labor and other Town resources in connection with the conduct of their official business. Since there may be instances where the distinction between the use of such resources for official purposes and for personal conveniences or advantage may be ambiguous, it is incumbent upon all such individuals to make absolutely certain that there be no misuse of public property.

- A. Town property. Town-owned vehicles, equipment, supplies, property, labor and other Town resources will be used only for the conduct of official business in accordance with administrative duties as ordained by Town policy.
- B. Travel reimbursement. Requests for Town reimbursement for travel, lodgings or any other expenses incurred in connection with official business shall be in accordance with administrative direction as ordained by established Town policy.

**§ 32-5. Conflict of interest. [Amended 7-21-1988; 10-23-1991]**

Public officials and employees often have occupations, professions, businesses, or have financial or personal interests that interface with Town government operations. It is expected that public officials and employees will be acutely sensitive to possible conflict of interest issues and that they will conduct themselves in a manner that will scrupulously avoid any conflict of interest.

- A. Personal gain. Public officials and employees shall not use their office or Town employment or special knowledge about Town affairs obtained in connection with their office or position in the Town to procure contracts with the Town. They shall not disseminate this information to another person for personal advantage unless this information is available to the general public.
- B. Preferential treatment. Public officials and employees shall not offer or render preferential treatment to others on the basis of such factors as family ties, financial interests, or other personal interests.
- C. Contracts. Public officials and employees shall not offer or render preferential treatment to others in regard to Town contracts on the basis of such factors as family ties, financial interests or other personal interests.
- D. Undue influence. Public officials and employees shall refrain from attempting to influence anyone concerning the awarding of Town contracts on the basis of such factors as family ties, financial interests or other personal interests.
- E. Financial interest. A public official or employee who has any financial or other private interest in any official action under consideration shall disqualify himself or herself from participating in the deliberation and decisionmaking thereupon.
- F. Appointment. No employee of the Town shall be appointed to any board, commission or other Town body that deliberates and/or makes decisions directly or indirectly affecting that employee's remuneration or working conditions.
- G. Disclosure of interest. Any elected or appointed Town public officials or any Town employees who have a personal or financial interest in any matter to be acted upon or coming before their board, commission or office shall make full record disclosure in writing of that interest, which shall be incorporated in the minutes of the particular board, commission or office, and a full copy of such minutes shall be filed as required by the freedom of information laws of the State of Connecticut,<sup>1</sup> and such person shall be disqualified to act in any way upon such matter. Violation of this section with knowledge, expressed or implied, will make said decision voidable.
- H. Personal interest. Any person having cause to believe that a public official or employee has a personal interest in any matter which is coming before or which has been before that public official or employee in that individual's capacity as such public official or employee which is incompatible with the proper discharge of said individual's official duties, or that there has been a violation of any provision of this chapter, may make this known to the Board of Ethics.

**§ 32-6. Disclosure of confidential information. [Amended 10-23-1991]**

- A. Confidential information. No public officials or employees shall, without prior formal authorization of the public body having jurisdiction, disclose any confidential information or divulge personal matters pertaining to others that do not bear upon the public official's

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1. Editor's Note: See C.G.S. § 1-200 et seq.

or employee's discharge of official duties. It is understood that requests for public information be disclosed or withheld in accordance with the state regulations on freedom of information.

- B. Personal gain. Whether or not it shall involve disclosure, no public officials or employees shall use or permit the use of confidential information to advance their financial or personal interest or to advance or to damage the financial or personal interest of any other person.

**§ 32-7. Gifts, gratuities and favors for personal use. [Amended 10-23-1991]**

- A. Acceptance of gifts. No public officials or employees shall solicit any gift, or accept any gift having more than a twenty-five-dollar value, from any person, firm or corporation which, to their knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the Town or is interested in any matter which is pending or to be presented before the Council or any board, commission or agency of the Town.
- B. Public occasions. Section 32-7, pertaining to acceptance of gifts, does not preclude the acceptance of gifts at the time of retirement or at public occasions held to honor a public official or employee. The public honoring of an individual makes gifts appropriate and acceptable.
- C. Turnover of gifts. If it is impossible or inappropriate to refuse a gift or offering, then it shall be turned over to the Town Manager or Superintendent of Schools or charitable institution. If turned over to a charitable institution, it shall be reported to the Town Manager, or the Superintendent of Schools if an employee of the Board of Education, in writing.
- D. Campaign contributions. The provisions of this section shall be inoperative for contributions made to candidates for elected office in the Town or to solicitations for such contributions. Contributions of this sort shall be governed by C.G.S. § 9-600 et seq.<sup>2</sup>
- E. Courtesy. The courtesies that are associated with the daily business routine are allowed. Such contributions should be of a reasonable nature.

**§ 32-8. Employment incompatible with Town duties. [Amended 10-23-1991]**

- A. Outside services. No public officials or employees shall engage in or accept private or other public employment or render services for private interests when such employment or services are incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of Town duties.
- B. Disqualifications. Public officials and employees shall disqualify themselves from all discussions, attempts at influencing the views of others, and decisionmaking with respect to any issue in which their employment may conflict with their Town position.

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2. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

**§ 32-9. Political activities. [Amended 10-23-1991]**

- A. Discharge of duties. Public officials and employees shall not allow partisan political activities to interfere with the proper discharge of their duties.
- B. Participation in political activities. No public officials or employees shall be ordered to participate in political activities.

**§ 32-10. Disclosure of holdings and associations. [Amended 7-21-1988; 10-23-1991]**

- A. Purpose. The disclosure by Town public officials of specified holdings and associations seeks to deter unethical conduct by giving the public access to information about areas of potential conflict of interest. The very disclosure of outside interests will increase public confidence in government by dispelling possible suspicion.
- B. Specific principle. All elected public officials, appointed members of the Town Plan and Zoning Commission, Zoning Board of Appeals, Development Commission, Standing Insurance Committee, Conservation Commission, Town Manager and Town Attorney shall file with the Town Clerk a listing of real estate holdings, whether they have any or not, partially or wholly owned, which are located within or partially within the Town, and the identity of any business associations or interests which may impinge on Town affairs, within 30 days of election or appointment. Any change in these holdings or business associations must be filed within 30 days of such change. Ownership of the public official's or employee's primary residence need not be included in the disclosure. The information filed with the Town Clerk will be available to the public.

**§ 32-11. Board of Ethics. [Amended 7-21-1988; 10-23-1991; 10-28-1997 by Ord. No. 9597-13]****A. Membership.<sup>3</sup>**

- (1) There is hereby established a Board of Ethics which shall consist of seven members consisting of two Democrats, two Republicans, and three unaffiliated or other party persons appointed by the Town Council for terms of four years. Four members shall be appointed for terms expiring on November 30 in an even-numbered year, and three members shall be appointed for a term expiring on November 30 in an odd-numbered year.
- (2) There shall be two alternate members of the Board of Ethics. One alternate shall be appointed for a term expiring on November 30 in an even-numbered year, and one alternate shall be appointed for a term expiring on November 30 in an odd-numbered year. All alternates shall be appointed for a period of four years.

**B. Eligibility.**

- (1) No member of said Board shall hold or campaign for any public office, be a public official, or be a political party Town committee officer, as defined in § 32-2.

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3. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

- (2) A member or an alternate member who within the last three years prior to receipt of a complaint shall have held public office or was a candidate for public office for the board or committee or commission involved in that complaint shall not participate in the investigation or hearing of that complaint.
- C. Vacancy. Any vacancy on the Board shall be filled for the unexpired portion of the term appointed by the Town Council. An individual selected to fill the vacancy shall be eligible for appointment thereafter.
- D. Chairperson; quorum; calling meetings. The Board shall elect its own Chairperson who shall preside at meetings of the Board and a Vice Chairperson to preside in the absence of the Chairperson. Four members of the Board shall constitute a quorum, and four votes of the Board shall be required for action of the Board. The Chairperson or any three members may call a meeting.
- E. Powers and duties. The Board shall have all duties provided within this article and shall have the authority to recommend action to the Town Council, the Town Manager, the Board of Education or the Superintendent of Schools.
- F. Duties of Board regarding reports and memoranda. The Board shall:
  - (1) Preserve memoranda and statements and reports filed by and with the Board for a period of five years from the date of receipt;
  - (2) Report annually, prior to December 31, to the Town Council summarizing the activities of the Board.
- G. Complaint procedure and time limits; notice of investigation; hearings; attorneys' fees; damages for complaints without foundation.
  - (1) Complaint. Upon receipt of a written complaint from any person on a form prescribed by the Board, signed under penalty of false statement, the Board shall notify the complainant, by registered or certified mail, of the receipt of the complaint within five days of receiving said complaint. Within 15 business days of receipt of the written complaint, the Board shall meet to determine if there is sufficient evidence to warrant an investigation. If the Board, by a vote of four members, determines that the complaint does not merit investigation, the complaint shall be dismissed and notice of dismissal shall be mailed, registered or certified mail, to the complainant within five business days.
  - (2) Investigation.
    - (a) If the Board finds that the complaint has sufficient evidence to warrant an inquiry, the Board shall notify within five business days, by registered or certified mail, the complainant and any respondent against whom such complaint is filed. A copy of such complaint shall accompany such notice.
    - (b) The Board shall have the power to hold hearings, administer oaths, examine witnesses, receive oral and documentary evidence, subpoena witnesses under procedural rules adopted by the Board to compel attendance before the Board and to require the production for examination by the Board of any books and

papers which the Board deems relevant in any matter under investigation or in question. In the exercise of such powers, the Board may use the services of the local police, who shall provide the same upon the Board's request. In the event of a hearing during the investigation, the complainant and the respondent shall have the following rights:

- [1] To appear before the Board and be heard;
  - [2] To be represented by legal counsel; and
  - [3] To examine and cross-examine witnesses.
- (c) In addition, any witness appearing before the Board shall have the right to be represented by legal counsel.
- (d) The Board shall make no finding that there is probable cause to believe the respondent is in violation of any provision of this chapter except upon the concurring vote of four of its members.
- (3) Post-probable-cause hearing.
- (a) After its investigation, the Board shall notify the respondent and the complainant within three business days of the termination of its investigation of its finding and a summary of its reasons for making that finding. If the Board finds that probable cause of a violation exists, it shall make public its finding no later than five business days after the termination of its investigation, and at said time the entire record of the investigation shall become public. The Board may postpone examination or release of such records for 14 days after termination of its investigation for the purpose of reaching a stipulation agreement pursuant to C.G.S. § 4-177(c). Thereafter the Board shall initiate public hearings to determine whether there has been a violation of this chapter. At such hearing, the Board shall have the same powers as under Subsection G(2) of this section. The respondent shall have the right to be represented by legal counsel, the right to compel attendance of witnesses and the production of books, documents, records and papers and to examine and cross-examine witnesses. In addition, any witness appearing before the Board shall have the right to be represented by legal counsel.
  - (b) The Board shall make a record of all proceedings pursuant to this subsection. The Board shall find no person in violation of any provision of this chapter except upon the concurring vote of four of its members.
  - (c) If the Board finds after a hearing pursuant to this section that a public official or Town employee has not violated a provision of the chapter, the Board shall dismiss the case. The Board shall notify the respondent and the person who signed the written complaint pursuant to Subsection G(1) of this section of its decision within 15 business days.
- (4) If any complaint brought under the provisions of this chapter is made with the knowledge that it is made without foundation in fact, the respondent shall have a cause of action against the complainant who signed the written complaint pursuant

to Subsection G(1) of this section for damages caused thereby, and if the respondent prevails in such action, he may be awarded by the court the costs of such action together with reasonable attorney's fees.

- (5) Complaints must be made under this section within one year after the violation alleged in the complaint has been committed.

**§ 32-12. Confidentiality of complaints and investigations; publication of findings. [Added 10-23-1991]**

- A. All proceedings up to the finding of probable cause, including the complaint alleging a violation, the Board's evaluation of a possible violation, any information supplied to or received from the Board and any investigation conducted prior to a probable cause finding shall remain confidential except upon the request of the respondent. No part of the confidential complaint, the aforesaid information or the aforesaid investigation shall be disclosed to any third party by the respondent, complainant, any person contacted for the purpose of obtaining information, legal counsel, witness, designated party, board or staff member, unless said confidentiality had been waived by the respondent.
- B. If the Board makes a finding of no probable cause, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent, in which case the Board shall publish its finding and may also publish a summary of its reasons for making such finding, and except that some or all of the record may be used in subsequent proceedings. No complainant, respondent, or witness, designated party, or commission or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known. If such a disclosure is made, the Board may, after consultation with the respondent if the respondent is not the source of the disclosure, publish its finding and a summary of its reasons therefor.
- C. If the Board makes a finding of probable cause, the Board shall make public its finding as set forth in § 32-11G(3) of this chapter.
- D. Not later than 15 days after the post-probable-cause hearing conducted in accordance with § 32-11G(3) to determine whether there has been a violation of this chapter, the Board shall publish its finding and a memorandum of its reasons therefor.

**§ 32-13. Violations and penalties. [Amended 10-23-1991]**

Upon finding a respondent in violation of this chapter, the Board shall, within 15 business days of the post-probable-cause hearing, advise the Town Council in the event the respondent is a board, commission or committee member or an appointed public official, or advise the Town Manager in the event the respondent is a Town employee, or the Superintendent of Schools in the event the respondent is a school system employee, or the Board of Education in the event the respondent is an employee appointed by the Board of Education, as to the Board's finding and its recommended disciplinary action. In the case of a Town or Board of Education employee, the Board shall be consistent in its recommendations with all personnel rules and regulations and all bargaining unit agreements.

**§ 32-14. Board to adopt rules and regulations. [Amended 7-21-1988; 10-23-1991]**

The Board shall adopt and promulgate reasonable rules and regulations not in conflict with this chapter for the administration of this Code of Ethics.



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: January 03, 2013  
Re: Goal Setting Session

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Several Councilors have expressed interest in scheduling a goal setting session similar to what was held in January of 2012. The goal setting session will be a special meeting for the Council to discuss its concerns and goals for 2013 and the 2013-14 fiscal year.

The meeting is tentatively scheduled for Saturday, January 26, 2013. There will be an item on the January 8 Council agenda to discuss the goal setting session. Formal Council action is not required to set the meeting; if the Council agrees by consensus with holding the meeting I will move forward with planning and preparing an agenda.



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: January 02, 2013  
Re: Town Manager Evaluation/Compensation

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The Town Manager Evaluation Subcommittee has completed the Town Manager's evaluation for FY 2011-12 and has requested an item on the January 8, 2013 Council agenda to discuss his compensation. This item has been discussed in recent Executive Sessions but will appear under New Business, so any action taken at the January 8 meeting will require a waiver of the rules.

Attach.

AGENDA ITEM: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO: \_\_\_\_\_

RESOLVED:

That reflective of the Town Manager's performance from July 1, 2011 to June 30, 2012, the Town Council; hereby authorizes a salary increase of \_\_\_\_% (\$\_\_\_\_\_) on the current salary of the Town Manager, John L. Salomone for the fiscal year beginning July 1, 2012.

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

AGENDA ITEM: VII.A.1.

DATE: 1-8-13

RESOLUTION NO. \_\_\_\_\_

RESOLVED:

That the Newington Town Council hereby makes the following appointment:

**Town Hall Renovation Project Building Committee**

7 Members (3 NTC, 2 BOE, 2 P&R)  
Party max.: 5

Name	Address	Party	Appointing Party	Term	Replaces
NTC REP: Beth DelBuono	327 Walsh Avenue	R	R	IMMED – Conclusion of NTC Term	J. Bottalico (resigned 11- 2012)

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

AGENDA ITEM: VII.B.

DATE: 1-8-13

RESOLUTION NO.: \_\_\_\_\_

RESOLVED:

That the Newington Town Council hereby makes the following appointments:

1. **Commission on Aging & Disabled**

9 Members – 3 year term  
Party Max: 6  
Remaining Members: 5 Dem, 3 Rep

Name	Address	Party	Appt. Party	Term	Replaces
Stein Ramstad	555 Main Street	D	D	Immed. - 11/30/15	S. Ramstad (term exp. 11/30/12)

6. **Conservation Commission**

7 members, 3 Alternates – 3 year term  
Party Max.: 5

Name	Address	Party	Appt. Party	Term	Replaces
Neil Forte	123 Church Street	R	R	Immed. – 11/30/15	N. Forte (Term exp. 11/30/12)

23. **Zoning Board of Appeals**

5 members, 3 Alternates – 5 year term  
Party Max.: 4 members, 2 Alternates

Name	Address	Party	Appt. Party	Term	Replaces
Alternate: Neil Forte	123 Church Street	R	R	Immed. – 11/30/17	Vacant
Alternate: Paul Vessella	31 Northwood Road	R	R	Immed. – 11/30/17	P. Vessella (term exp. 11/30/12)

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

VOTE: \_\_\_\_\_

AGENDA ITEM: VII

DATE: 1-08-2013

RESOLUTION NO. \_\_\_\_\_

RESOLVED:

That property tax refunds in the amount of \$12,623.75 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 – January 8, 2013**

Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$535.85
CAB East LLC Ford Credit Personal Property Tax P.O. Box 67000, Dept. 231601 Detroit, MI 48267-2316	\$1,468.16
Ally Financial Louisville PPC P.O. Box 9001951 Louisville, KY 40290-1951	\$580.99
EAN Holdings Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$964.25
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75264-0214	\$1,584.97
Dorota and Wieslaw Pietka 219 Cambria Avenue Newington, CT 06111	\$45.99
Toyota Motor Credit Corp. 19001 S. Western Ave. Attn: Product Operations WF 21 Torrance, CA 90509	\$313.35
WC Newington LLC 58 Commerce Court Newington, CT 06111	\$6,264.02
Toyota Motor Credit Corporation 19001 S. Western Avenue Attn: Product Operations WF 21 Torrance, CA 90509	\$344.32
Ally Financial Louisville PPC P.O. Box 9001951 Louisville, KY 40290-1951	\$457.20
John Cierniewski 172 Hickory Hill Lane Newington, CT 06111	\$22.52
George Cocola 171 Little Brook Drive Newington, CT 06111	\$42.13
<b>TOTAL</b>	<b>\$12,623.75</b>