



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

February 11, 2014

7:00 P.M. (or Immediately Following Public Hearing)

PUBLIC HEARING RE: ORDINANCE AMENDMENT, CHAPTER 367, 6:50 P.M.

- 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. Ordinance Amendment, Chapter 367: Streets and Sidewalks
 - B. Martin Kellogg Middle School STEM Academy: Approve Plans and Specifications
 - C. IBPO Union Contract
 - D. Contract Agreement with the CRDA, RE: the Former National Welding Site
- VI. CONSIDERATION OF NEW BUSINESS (Action May Be Taken Only by Waiving the Rules.)
 - A. Mid-Year Transfers
 - B. Discussion: NVA Contract
 - C. Discussion: DECD National Welding Financial Assistance Proposal
- VII. RESIGNATIONS/APPOINTMENTS (Action May Be Taken)
 - A. Appointments to Boards and Commissions
 - 1. Affordable Housing Monitoring Agency
 - 2. Commission on Aging and Disabled
 - 3. Balf-Town Committee
 - 4. Board of Education Roof Replacement Project Building Committee
 - 5. Capitol Region Council of Governments
 - 6. CCHD Board of Health
 - 7. Committee on Community Safety
 - 8. Conservation Commission
 - 9. Development Commission

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

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

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

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

X. COUNCIL LIAISON/COMMITTEE REPORTS

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

XII. REMARKS BY COUNCILORS

XIII. EXECUTIVE SESSION RE: CONTRACTUAL LEASE AGREEMENT

XIV. ADJOURNMENT



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: February 6, 2014
Re: Ordinance Amendment, Chapter 367 – Streets and Sidewalks

At the January 14 and 28 meetings the Town Council discussed proposed amendments to the Newington Code of Ordinances, Chapter 367: Streets and Sidewalks. The Council took action at the January 28 meeting to formally introduce the ordinance amendments and set a Public Hearing date of February 11, 2014.

The process for amending Town Ordinances is dictated by §C-405 and §C-406 of the Town Charter. The process generally spans over at least three Council meetings. The Council may discuss and consider whether to approve the amendments during the February 11 Council meeting, following the Public Hearing.

Please note that Highway Superintendent Tom Molloy has requested one change on page 23, item (3) of the proposed language, as follows:

(3) Plow or deposit snow or ice on that portion of the public right-of-way that adjoins another person's property without the consent of ~~that person~~ *the Town*.

This proposed change and any other changes the Council wishes to consider may be discussed during the February 11 meeting. If the Council concurs with all changes and a resolution is passed to amend the ordinance, the revised ordinance document with all approved changes will be attached to the resolution and published in a local newspaper. The revised ordinance will go into effect 15 days after publication.

Attach.

AGENDA ITEM: V.A.

DATE: 2-11-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby adopts amendments to the Newington Code of Ordinances Chapter 367 entitled "Streets and Sidewalks", a copy of said amendments is attached to the resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

Chapter 367. STREETS AND SIDEWALKS

[HISTORY: Adopted by the Town Council of the Town of Newington as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Citation hearings — See Ch. 13.

Fees — See Ch. 225.

Littering — See Ch. 278.

Vehicles and traffic — See Ch. 367.

Article I. Working Within Street Boundaries

[Adopted 10-16-1964 (§ 15-2 of the 1974 Code)]

§ 367-1. Permit required; standards.

Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III). Before any work shall be done within the boundaries of any public street in the Town, the person, firm or corporation engaged to do the work shall first obtain from the Town Manager a written permit to do such work. After such consent has been given, the work shall be done as directed by the Town Manager.

§ 367-2. Penalties for offenses.

Any work in violation of this article shall be removed by the person responsible for such work and shall be punishable by a fine of not less than \$10 nor more than \$50 for every offense.

Article II. Work Within Public Right-of-Way

[Adopted 12-3-1974 (§§ 15-36 to 15-43 of the 1974 Code)]

§ 367-3. Provisions applicable to all work.

A. Definitions. As used in this article, the following terms shall have the meanings indicated:

PUBLIC RIGHT-OF-WAY

Any public street within the boundaries of the Town of Newington which has been officially accepted by the Town Manager and thus incorporated into the official street system of the Town of Newington.

B. Licenses; to whom issued. A license to perform specific work within the public right-of-way will be issued by the Town Manager or his designated agent to any person or corporation who shall make proper application, file a satisfactory bond, show evidence of liability insurance as specified in this article, indemnify the Town, and satisfy the Town Manager or his designated agent that he is competent and intends to perform his work in accordance with all applicable conditions, rules, regulations, and specifications herein contained or hereafter adopted. A fee, as provided in § 225-1 of this Code, will be charged for each license issued.

C. Bond. Before a license is granted, the applicant must file with the Town Manager's office a surety bond of not less than \$10,000 made out on a form provided by said office. If a permit is applied for by the applicant for a project requiring a bond in excess of \$10,000 to adequately protect the Town, an additional bond increasing the surety bond by an amount deemed sufficient by the Town can be requested by the Town before said permit shall be issued. Said surety bond must be written by a regular indemnity or surety company authorized to transact business in Connecticut and approved by the Town Manager or his agent. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

D. Insurance.

(1) The contractor applying for a license shall furnish to the Town of Newington a valid insurance certificate completed by his agent or insurer for the amounts determined by the Town's Risk Manager. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

(2) The insurance shall cover the entire contract period as well as the maintenance period, and in the event that the insurance expires during this time, the contractor shall furnish the Town with a renewal certificate at least 10 days prior to its expiration or the license and any permits issued pursuant to it shall be null and void. The property damage insurance shall specifically cover damage to underground pipes and conduits. In the event that a licensee shall fail to renew an insurance policy which expires during the maintenance period, the Town Manager or his designated agent may renew said policy after written notice to the licensee and to his surety company and, upon their failure to furnish a renewal certificate, charge the cost thereof to the surety company. The insurance certificate shall include a statement to the effect that the specified coverages cannot be altered or canceled without 10 days' written notice having been given to the Town.

E. Indemnity agreement. Notwithstanding the insurance requirements set forth above, the person applying for a license shall accept and sign the following agreement:

"The applicant agrees to indemnify and save harmless the Town of Newington, its agents and employees from and against all loss or expense (including costs and attorneys' fees) arising out of or resulting from the performance of the work by reason of liability imposed by law upon the Town of Newington, its agents and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons (including employees of the applicant or any subcontractor) or on account of damage to property, including loss of use thereof, whether such injuries or damages are caused in whole or in part by the negligence of the Town of Newington, its agents and employees or otherwise."

F. Business address. The applicant for a license shall file with the office of the Town Engineer his business address and shall notify said office promptly of any change therein. Any orders or notices which the Town Engineer's office may have to give to said applicant, if mailed to the address as filed, shall be considered as due notice delivered to him personally and shall relieve the Town of further obligation in the matter.

G. Expiration of licenses. All licenses will expire on the 31st day of December next following their date of issue unless sooner revoked. A new application must be made in all respects like the first, and a new license obtained, before any work can be performed thereafter by the licensee.

H. Revocation of licenses. The Town Manager or his designated agent may at any time cancel or suspend any license for cause. Cancellation of insurance or bond automatically suspends the license.

I. All work to be done by licensed contractors. No one but a contractor, duly licensed by the Town Manager or his designated agent as herein provided, will be allowed to do any work within any public right-of-way in the Town. This rule shall not prevent the making without such license of temporary or minor repairs by the owner of the property abutting a public right-of-way or such owner's agent, provided that a permit is obtained for said repairs.

J. License not transferable. No licensed contractor or abutting property owner shall allow his name to be used by any other person or party either for the purpose of obtaining permits or doing any work under his license.

K. Competence of workers to be employed. No licensed contractor shall employ any person under his license who, in the opinion of the Town Manager or his designated agent, shall have shown himself incompetent to perform such work as he is expected to do. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

L. Permits. Application for permits to perform any specific work within the public right-of-way in the Town must be in writing by a licensed contractor or his authorized agent on forms provided for the purpose by the Town. No work shall commence or be continued unless the permit is posted by the permittee or his agent at the location of the work. A minimum fee of \$25 will be charged for each permit. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

M. Line and grade. Notice must be given at the office of the Town Engineer not less than 72 hours before starting any work for which line, grade or any other pertinent information is to be provided by the Town of Newington. Under normal conditions it shall be the responsibility of the permittee's engineer to provide line and grade for a given permit. No permittee shall commence work within a public right-of-way until such line and grade have been marked. Should any stakes or marks be moved or lost, the permittee shall not proceed without them but shall notify the office of the Town Engineer and request their replacement. If at any time doubt exists in the mind of the permittee about the correctness of any such mark or stake, he must call for a verification of these points, as any work which is not true to line and grade shall be corrected at the expense of the permittee.

N. Notice before starting work. Notice of starting work under a permit must be given to the office of the Town Engineer a minimum of 24 hours in advance of starting work.

O. Correcting unsatisfactory work. The Town Manager or his designated agent is empowered to inspect or cause to have inspected at any time any or all work being performed under a permit issued to work within the public right-of-way. If, in the opinion of the inspector, the work being performed does not meet with specifications and conditions laid upon it, the permittee shall be required to correct such conditions, commencing work within 24 hours of notification to make such correction unless a longer period of time is granted by the Town Manager or his designated agent. Work that has been completed and from which all workers, equipment and materials have been removed will be subject to these same conditions with the exception that a five-day time limit will be imposed for commencement of rework unless a longer period of time is authorized by the Town Manager or his agent. If the permittee fails to comply with the requirements of this subsection, the Town Manager may cause such work to be done, and the permittee shall be liable for the full expense of such work, such expense to be paid within 30 days of billing. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

P. Period of responsibility. Unless the period of responsibility is waived in whole or in part by the Town Manager, the permittee will guarantee his work for a period of one year from date of completion of said work as designated in writing by the Town Manager. During this guarantee period the insurance as herein provided shall remain in full force and effect.

Q. Exceptions to the foregoing rules:

(1) The Town Manager or his designated agent may waive all requirements concerning licensing, bonding, and insurance in the case of any governmental agency or public service company. Nothing herein contained, however, shall be deemed to waive the requirements of securing the permit.

(2) None of the foregoing provisions of these regulations shall apply to any work performed in connection with the maintenance, repair, replacement or relocation of existing utility poles owned by any public service company, nor to the erection of any temporary protective warning signs or devices.

(3) Nothing in these regulations shall be construed to prevent the making of any necessary excavation or the performance of any work related thereto by any public service company in the event of emergency.

R. Public safety; traffic control. The permittee shall be responsible for taking measures which, in the opinion of the Town Manager or his designee, properly protect the general public from accident or injury from the work to be done, including, as appropriate, barricades, lanterns, flashers, guards, shoring, temporary trench plates, directional signs, warning signs, floodlighting, audible alarms, fencing, shields, etc. The permittee shall be responsible for vehicular and pedestrian traffic control and shall take such measures to provide for effective traffic control as the Town Manager or the Chief of Police shall order, including the provision of flagmen or police traffic officers, the cost of which shall be borne by the permittee.

§ 367-4. Excavating in streets.

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to excavate in a paved street area.

B. Notification of police. The contractor shall notify the Police Department 24 hours in advance of making an excavation which requires blocking more than 50% of the street.

C. Tunneling and bracing. Excavations shall be made in open cut, and no tunneling will be allowed except by special permission of the Town Manager or his designated agent and under such additional conditions as he may impose. Trenches shall be braced and sheeted whenever, in the opinion of the Town Manager, such bracing and sheeting are necessary.

D. Public safeguards. If excavated material is acceptable for backfill, it shall be piled so as to interfere with public travel to the least extent possible. Suitable barricades must be provided and warning lights kept burning between sunset and sunrise. If the location and extent of work is such that a traffic officer is required in the opinion of the Town

Manager or his designated agent, said officer will be provided by the Newington Police Department. The cost thereof shall be borne by the contractor.

E. Backfill of trenches. The backfill of trenches within the roadway limits and paved areas shall be placed in layers not more than 12 inches thick and shall be thoroughly compacted by tamping or other approved means to the satisfaction of the Town Manager or his designated agent. The materials used for backfill shall be subject to the inspection and approval of the Town Manager or his agent and if, in his opinion, the excavated material is unsuitable for backfill, the contractor shall dispose of this unsuitable material and substitute approved sand, gravel, or other material in the amounts and proportions specified by the Town Manager. If an excavation is going to be left open overnight, the Police Department shall reserve the right to have the contractor cover the open excavation with steel plates.

F. Roadway repairs. Town of Newington specifications for roadway repairs current at the time of application for the permit shall be followed by the person or persons applying for the permit. If, in the judgement of the Town Manager or his designated agent, more than 1/3 of the paved travelway width is destroyed in a given area, the permittee shall cover the entire travelway, from gutter or gutter, with a one-inch (minimum) asphaltic concrete overlay following trench restoration work.

G. Road shoulders. If, as a result of work performed under a permit, the pavement outside of the trench area or the shoulders of the road are damaged as a result of this work or the detouring of traffic within the area covered by the permit, these damaged areas must also be repaired to the satisfaction of the Town.

(1) If the pavement area is damaged, it will be replaced as stipulated in Subsection F.

(2) If the unpaved shoulder of the road is damaged, it will be restored to the condition which existed prior to the beginning of the work. If the area was grassed, it will be loamed and seeded; otherwise, it must be regraded with processed gravel.

H. Payment in lieu of making repairs. The Town reserves the right to require the permittee to pay to the Town, in lieu of installing a permanent pavement replacement as stipulated in the above subsections, a cash payment based on a current unit price per square yard of trench area including the cutback area referred to under Subsection F. A representative of the Town and the permittee will jointly measure the trench area, but the final determination as to the area in square yards will rest with the Town Manager.

I. Materials. Materials used in the permanent pavement replacement shall meet the requirements of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended, current at the time of application for the permit. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-5. Driveways.

[Amended 11-25-2003 by Ord. No. 0103-5; 11-12-2004 by Ord. No. 0305-3]

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to construct, pave or repave a driveway within the public right-of-way of the Town, provided that a permit shall not be required for resealing paved driveways with liquid sealants. Permits shall only be issued for applications that meet the requirements of this article as well as applicable provisions of the Newington Zoning Regulations.

Editor's Note: The Zoning Regulations are on file in the Town offices.

B. Grade. After obtaining a permit and before commencing operations within the public right-of-way, a grade line shall be obtained from the Town Manager or his designated agent.

C. Width. No private residential driveway of over 22 feet or commercial driveway of over 28 feet shall be permitted without special approval from the Town Manager or his designated agent.

D. Distance from crosswalks. No driveway shall be authorized within four feet of an established crosswalk.

E. Number and separation distance.

(1) It is the express policy of the Town of Newington to permit one driveway per single-family residential building lot. Therefore, single-family residential lots located on Town roads that have a frontage length of 80 feet or less, measured at the street line, shall have a maximum of one combination entrance and exit. However, an exception to this standard shall be for approved duplex lots located in the R-7 Zone District, which by necessity require one combination entrance and exit for each residential unit. Additionally, in exceptional situations a single-family residential lot located on a Town road that has a frontage length of more than 80 feet, measured at the street line, after review by the Town Engineer and Town Planner and meeting all requirements as provided herein, may be permitted one driveway with a maximum of two combination entrances and exits, provided that:

(a) There is a frontage separation of at least 60% of the frontage length;

(b) The width of the two combination entrances and exits shall not exceed 11 feet each as measured at the street line;

(c) Corner lots shall not be permitted to connect the intersecting streets by a driveway with a maximum of two combination entrances and exits; and

(d) Driveways with two combination entrances and exits located on abutting lots must be separated by not less than 20 feet measured at the street line.

(2) Applications requesting consideration for one driveway with a maximum of two combination entrances and exits shall include:

(a) A plot plan which shall be reviewed using the Plot Plan Review Checklist as approved by the Town Manager and as amended from time to time; and

(b) A statement explaining the exceptional physical characteristics of the property that is the subject of the application that warrant consideration as an exceptional situation under this article. For example, mere convenience to the applicant shall not constitute an exceptional situation, nor shall requests for the parking of recreational vehicles or vessels. However, safety considerations, such as significantly improved sight lines and/or significantly improved entry/exit to/from the roadway may warrant consideration as an exceptional situation.

(3) Applications, together with plot plan and statement, shall be submitted to the Town Engineer. The Town Engineer together with the Town Planner shall review the submission and make a determination as to compliance with the provisions of this article within a period of 60 days from a complete submission and shall notify the applicant by certified mail.

(4) If an application for a driveway with a maximum of two combination entrances and exits is denied, an appeal must be submitted to the Town Manager within 15 days of receipt of the certified denial letter. The Town Manager's decision shall be final.

(5) The number, location and separation distance of combination entrances and exits for developments other than single-family residential lots shall be reviewed and approved by the Newington Town Plan and Zoning Commission as part of the site plan approval process. Applicants for all driveways, residential and commercial, that access onto a state highway shall secure approval from the Connecticut Department of Transportation.

F. Location. No driveway shall be authorized within 20 feet of a street intersection as measured along the street line.

G. Extent. No driveway apron shall extend into the street further than the gutter line.

H. Drainage. Where, in the opinion of the Town Manager or his designated agent, drainage conditions require a culvert, such culvert shall be installed under the driveway at the expense of the owner. Such culvert pipe shall conform to specifications as outlined under "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended, current at the time of application for the permit. Said culvert shall extend a minimum of two feet beyond each edge of the basic width of the driveway, and in no case shall it be less than 15 feet in length. Where driveways interfere with proper drainage of the abutting street, as in the moving or removal of catch basins, permission shall be granted only when such change is made with the approval of the Town Manager or his designated agent and

according to plans, if required, prepared by a competent engineer at the expense of the permittee. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

I. Removal of trees. The removal of large trees within the public right-of-way shall be carefully avoided, and plans shall be made to install driveways in such a manner that the removal of such trees may be avoided if at all possible. If, in the opinion of the Town Manager or his designated agent, the removal of a tree is unavoidable, the contractor shall conform to all rules and requirements as may be set forth by the Town Tree Warden.

§ 367-6. Surface and subsurface drainage requirements.

A. Permits; to whom issued. Only a licensed contractor may be issued a permit by the Town Manager or his designated agent to make any type of drainage installation (including yard and cellar drainage) which connects into or converges with the Town storm drainage system either at the surface or underground.

B. Waiver of claim. No permits will be issued until the property owner involved shall have executed a drainage agreement on forms provided by the Town Manager or his designated agent, relieving the Town of all responsibility for any damage resulting from said connection and specifically relinquishing any claim said property owner may otherwise have against the Town of Newington by reason of water backing up through the Town storm drain system.

C. Drainage system to be used. No permits will be issued to drain water into an open gutter or road shoulder by pipe or ditch if an underground drainage system exists in the street bordering the property to be drained.

D. Location of connection. The exact point at which a permittee may tie into a Town storm drainage system shall be designated by the Town Manager or his designated agent. This designation shall be obtained by the permittee after a permit has been issued and before work commences in the Town right-of-way. In all cases where the grade allows and the drain is to be connected to an underground storm drain pipe, said connection shall be made from the top of the storm drain system pipe.

E. Street excavations. If it is necessary to cut the street pavement to make a connection, the backfill and resurfacing will conform to all the requirements of § 367-4.

F. Existing connections. Any private drain emptying into an open gutter where an underground storm drainage is hereafter installed shall be changed to connect into said underground system.

G. Noncompliance of property owner. Any person who shall make any connection into the Town drainage system without a permit shall be in violation of this article. Any connection made in noncompliance with the terms of this article shall be corrected within 10 days after receipt of written notice from the Town Manager to correct such connections. If such correction is not made within 10 days of notification, the change may be caused to be made by the Town and a lien covering the cost will be placed upon the property involved. If said cost is not paid within 30 days after billing, any such lien may be foreclosed in the same manner as a tax lien.

§ 367-7. Moving buildings and other structures.

A. Structures shall be moved over local streets only by a public agency or contractor specializing in this type of work.

B. No building or structure being moved shall be left on any Town right-of-way overnight except in an extreme emergency and then only with the special permission of the Town Manager and under such special conditions as he may impose.

C. The contractor shall coordinate the hours for the movement of a structure with the Police Department and shall arrange for such police escort during said move as the Police Department may require.

D. Prior to the movement of the structure, it shall be the responsibility of the party securing the permit to see that all utility services have been properly disconnected in accordance with procedures specified by the particular utilities involved.

§ 367-8. Construction of sidewalks.

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to construct or replace a sidewalk within the public rights-of-way in and of the Town of Newington.

B. Specifications. After obtaining a permit and before commencing operations, specifications must be obtained from the Town Manager or his designated agent, and all work must be performed in strict conformity to these specifications, which shall designate the location, types of materials, width and thickness of the sidewalk, and methods of construction.

C. Grade. After obtaining a permit and before commencing operations in a public right-of-way, a grade line shall be obtained from or approved by the Town Manager or his designated agent. It shall be the responsibility of the applicant to stake the grade line in the field if required by the Town Manager or his agent.

D. Inspection and supervision. All phases of the work involved in the construction or replacement of the sidewalk shall be subject to the inspection and supervision of the Town Manager or his agent. Each stage of the construction must be inspected before the next stage is started. See "Concrete Sidewalk Specifications" for the Town of Newington for inspection schedule.

§ 367-9. Material specifications.

Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III). All material(s) shall meet the requirements of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

A. Hot asphaltic concrete pavement. Class II, § 4.04, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

B. Bankrun gravel. Section 4.11, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

C. Process stone. Section 3.04, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

D. Culvert pipe. Reinforced concrete or asphalt coated or corrugated metal pipe meeting requirements of § 6.51 of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

E. Concrete sidewalks. See "Concrete Sidewalk Specifications" for the Town of Newington.

F. Other specifications. If special provisions do not exist for additional specifications of materials, construction methods and details of appurtenances as established by the Town and on file with the Town Manager, then Form 816, State of Connecticut, State Highway Department, "Standard Specifications for Roads, Bridges, and Incidental Construction," dated 2004, as amended, shall govern.

§ 367-10. Penalties for offenses.

Any individual, firm or corporation who violates any rule, regulation or specification of this article shall be fined not more than \$100 for each offense, and each day that the violation shall exist or continue shall be deemed a separate offense.

Article III. Sidewalks

[Adopted 8-26-1975 (§§ 15-16 to 15-27 of the 1974 Code)]

§ 367-11. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meanings indicated:

APPROVED CONTRACTOR

A person or firm currently licensed by the Town of Newington to install and/or repair sidewalks.

COUNCIL

The duly elected legislative body of the Town.

PUBLIC SIDEWALK

That area along a public highway reserved and constructed for pedestrian traffic.

SUBDIVISION DEVELOPMENT PLAN

A plan submitted by a potential developer for development of a residential, commercial or industrial area to the Town Plan and Zoning Commission in conformance with the Subdivision Regulations of the said Commission.

§ 367-12. Permit for work required.

No person, except an approved contractor, shall construct, reconstruct, repair, alter or grade any public sidewalk in the Town without first obtaining a permit from the Town Engineer as provided by this article.

§ 367-13. Application for permit.

An approved contractor shall secure a permit for all construction, reconstruction and repair from the office of the Town Engineer prior to initiation of any sidewalk work. The permit will require the following information:

- A. The location of the work to be performed.
- B. The name and address of the party doing the work.
- C. A description of the work to be performed (the Town Engineer may require plans to be filed with the application when new sidewalk construction is involved.)
- D. The estimated cost of the alteration.

E. Such other information as the Town Engineer shall find reasonably necessary to the determination of whether a permit should be issued within the provisions of this article.

§ 367-14. Permit fees.

A permit fee to cover administrative and inspection costs of 1% of the total estimated cost of the work to be performed under the requested permit shall accompany the application. The minimum permit fee shall be as provided in § 225-1 of this Code. The permit fee may be waived by the Town Manager for all work to be performed under contract to the Town.

§ 367-15. Bond and insurance requirements.

Before a permit is issued, the following bonds and proof of insurance shall be filed by the approved contractor with the Town Engineer:

A. Performance bond. A performance bond in the amount of \$5,000 shall be executed by the approved contractor and endorsed on forms furnished by the Town and shall cover the period January 1 through December 31 of a given year.

B. Indemnity bond. A bond conditioned to protect and save harmless the Town from all claims for damages or injury to other persons by reason of such work.

C. Insurance requirements. A proof of insurance certificate shall be furnished to the Town of Newington by the approved contractor covering the period January 1 through December 31 of a given year and shall include coverage as determined by the Town's Risk Manager. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-16. Preparation of specifications; compliance required.

The Town Manager shall cause to be prepared standard sidewalk specifications which shall be furnished to every applicant applying for a sidewalk construction permit. It shall be the duty of the Town Manager to cause all construction or repairs of sidewalks in the Town to be inspected and to enforce compliance with such specifications.

§ 367-17. Supervision of work.

All operations for which a permit is granted hereunder shall be under the direction and supervision of the Town Manager or such persons as he shall designate.

§ 367-18. Construction by property owner.

Any property owner within the Town who desires to construct public sidewalks may do so at his own cost, provided that:

- A. The property owner shall engage an approved contractor to construct said public sidewalk;
- B. The public sidewalk shall comply with the minimum standard specifications which may then be in force with regard to the construction of public sidewalks; and
- C. The public sidewalk shall comply with the line or grade, if any, determined by the Town Engineer for public sidewalks on that street or portion thereof.

§ 367-19. Maintenance.

- A. Generally. The owner or owners of any property which abuts or is adjacent to a public sidewalk shall be responsible for maintaining as hereinafter required that portion of the sidewalk which is adjacent to his property.
- B. Snow and ice removal. Such owner shall remove any accumulation of ice or snow within 12 hours after such snow and/or ice has ceased to accumulate, or within such period as the Town Manager may order, and if such owner shall fail to remove said accumulation of snow and ice as aforesaid, the Town Manager may cause the same to be done, the expense thereof to be paid by the Town and charged to the owner. Upon the failure of such owner to pay such costs, the Town Manager shall within 30 days file a lien against the property affected. Such lien may be enforced and collected in the same manner as is provided by law for the collection and enforcement of tax liens. Until it is practical to remove ice, it must be temporarily sanded with an abrasive or chemical substance (excluding pure salt compound) in accordance with the requirements of this article.
- C. Obstructions; hazards. Such owner shall be responsible for maintaining such public sidewalk free from all obstructions or materials which may be hazardous to pedestrian traffic, such as dirt, sand, leaves, branches, grass clippings, rocks or any other materials. If such owner shall fail to maintain the sidewalk free from the accumulation of such materials, the Town Manager may cause the same to be done and may collect the cost thereof from said owner as above provided.

§ 367-20. Damage to sidewalk.

No person shall cause any damage to any public sidewalk in the Town. Any person causing damage to any public sidewalk shall be liable for the cost of repairing such damage in addition to any other liability.

§ 367-21. Financing construction, reconstruction and repair.

The cost of construction, reconstruction or repair of any public sidewalk shall be borne as follows:

A. The Town shall, when authorized by the Town Council, bear the total cost of sidewalk construction, reconstruction or repair.

B. Unless specifically waived by the Town Plan and Zoning Commission, all subdivision developments shall have sidewalks along the street frontage of all lots, constructed in accordance with the Town specifications and installed at the expense of the developer, as a condition precedent to the acceptance of such proposed streets as public highways.

§ 367-22. Use regulations.

A. No person shall use a public sidewalk in such a manner as to create a hazard to pedestrian traffic. No person shall cause a motor-driven vehicle, animal or any other type of object to travel along a sidewalk in such a manner as to create a hazard for normal pedestrian use.

B. No person shall permit any automobile, cart, wagon or any other type of vehicle to remain standing on any public sidewalk.

Article IV. Newsracks in Public Rights-of-Way

[Adopted 12-7-2004 by Ord. No. 0305-4]

§ 367-23. Findings; purpose.

A. The Town Council finds that the uncontrolled placement and maintenance of newsracks in public rights-of-way present an inconvenience and/or danger to the safety and welfare of persons using such rights-of-way; that garish, brightly colored or otherwise unsightly newsracks located within public rights-of-way constitute distractions to the driving public; that newsracks are constantly exposed to the elements, are subject to intensive use and vandalism and to protect against such must be designed and constructed of durable materials; and that the use of public rights-of-way has been historically associated with the sale and distribution of newspapers. The Town Council further finds that, in order to accommodate the governmental and distribution interests, it is necessary to implement a program to regulate the installation, operation and maintenance of newsracks located in public rights-of-way in the Town of Newington.

B. The provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public health, safety and general welfare of persons in the Town in their use of public rights-of-way.

§ 367-24. Definitions.

As used in this article, the following terms shall have the meanings indicated:

BLOCK

One side of a street between two consecutive intersecting streets.

DISTRIBUTOR

Any person responsible for the installation, operation or maintenance of a newsrack in a public right-of-way.

HEARING OFFICER

The person appointed by the Town Manager pursuant to Chapter 13, § 13-1 et seq., to hear appeals under this article.

NEWSRACK

Any self-service free or coin-operated box, container, storage unit or other dispenser installed, operated or maintained for the display and distribution or sale of newspapers or other written materials for dissemination.

PERSON

An individual person, firm, corporation or other entity.

PUBLIC RIGHT-OF-WAY

Any area owned, leased or in which the Town of Newington has a property interest, such as an easement, and/or any area maintained by the Town of Newington or Newington Board of Education or other local governmental entity, open for use by the public for vehicular or pedestrian travel, including, but not limited to, roadways, sidewalks, streets, alleys and public grounds.

ROADWAY

That portion of any street improved, designed or ordinarily used for vehicular travel.

SIDEWALK

Any portion of a street between the curblin e and the adjacent property line intended for the use of pedestrians.

STREET

The entire area encompassed by a roadway and/or a sidewalk. The word "street" shall also be construed to embrace avenues, boulevards, roads, lanes and drives.

TOWN

Town of Newington.

ZONING ENFORCEMENT OFFICER

The building official appointed pursuant to Newington Charter § C-704 and § 7.1.1 of the Newington Zoning Regulations. Editor's Note: The Zoning Regulations are on file in the Town offices.

§ 367-25. Permit required; application; fee; duration; appeals.

A. It shall be unlawful for any person, firm or corporation to erect, place, maintain or operate on any public right-of-way in the Town of Newington any newsrack without first having obtained a permit from the Zoning Enforcement Officer for each proposed newsrack.

B. Application for such permit shall be made, in writing, to the Zoning Enforcement Officer, upon such form as shall be provided to the applicant, and shall contain the name and business address of the applicant, a telephone number or numbers at which the applicant may be reached during normal business hours, the proposed location of said newsrack and such other information deemed reasonably necessary by the Zoning Enforcement Officer to fulfill the intent of this article, and shall be signed by the applicant. If the applicant is a business entity, the application shall include the name, address and telephone number of a responsible person whom the Town may notify or contact concerning the application or the newsrack subsequent to permit approval.

C. A permit fee as provided in Chapter 225, § 225-1, of this Code shall be required for each location.

D. Permits shall be issued or denied within 72 hours, excluding Saturdays, Sundays and legal holidays, after a complete application has been filed. If a permit is denied, the Zoning Enforcement Officer shall advise the applicant of the specific cause of such denial in writing.

E. Such permits shall be valid for one year and shall be renewable by the applicant pursuant to the procedure for original applications and upon payment of the permit fee. A permit issued pursuant to this section shall expire automatically in the event that the insurance coverage required pursuant to § 367-26 lapses.

F. Any person or controlling entity aggrieved by an order, finding or determination taken under the provisions of this section (hereinafter "appellant") may file an appeal with the Vehicle Appeals Board as created in Chapter 410 of this Code. Such appellant must effect the appeal within 15 days of the order, finding or determination. The Vehicle Appeals Board shall hold a hearing on any appeal brought pursuant to this section no later than 30 days following the receipt of the request for appeal, unless the parties mutually agree to an extension thereof. The appellant shall be given at least seven days' notice of the time and place of the hearing. The Vehicle Appeals Board shall give the appellant and any other interested party a reasonable opportunity to be heard. At the conclusion of the hearing, the Vehicle Appeals Board shall make written findings to determine the appeal. The written findings of the Board shall be signed by the Chairman

and filed in the office of the Town Clerk within 15 days of the hearing, and a copy shall be sent to the appellant by regular United States Mail. The decision of the Vehicle Appeals Board shall be effective when rendered and shall be final.

§ 367-26. Indemnification of Town; insurance requirements.

A. Every applicant for a permit to place a newsrack on a public right-of-way in the Town shall file a written statement as part of the application process with the Zoning Enforcement Officer in a form satisfactory to the Town Attorney whereby the person in lawful possession of the newsrack agrees to indemnify and hold harmless the Town, its officers and employees from any loss, liability or damage, including expenses and costs, for bodily injury and for property damage sustained by any person as a result of the installation, use and/or maintenance of any such newsrack.

B. Every person in lawful possession of a newsrack who places or maintains a newsrack on a public right-of-way shall provide the Town with a certificate of liability insurance coverage issued by an insurance company licensed to do business in the State of Connecticut insuring the applicant and the Town of Newington, with the Town named as an additional insured, against all claims for damages for bodily injury and for property damage which could arise in connection with the installation, operation or maintenance of a newsrack in the Town. The certificate of insurance shall state that the coverage afforded thereunder shall be primary coverage for any claims within its scope. Minimum coverage of such policy shall be determined by the Town's Risk Manager. The policy, by its terms, shall not be cancelable prior to the expiration date of the permit without 30 days' written notice to the Town. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-27. Certain information to be posted.

A. Every person who places or maintains a newsrack on a public right-of-way within the Town shall have a permit number, the name, address and telephone number of the person in lawful possession of the newsrack affixed to the newsrack in a place where such information may be easily seen. Additionally, the name, address and telephone number of the person responsible for the newsrack, if different than the person in lawful possession of the newsrack, shall be permanently displayed on a label on each newsrack. Failure to post such information within 30 days of authorized placement shall be deemed abandonment of the newsrack. Abandoned newsracks shall be a violation of this article and shall be removed and disposed of in the manner provided in § 367-30 of this article.

B. All coin-operated newsracks shall also post the name, address and telephone number of a designated person to contact for reimbursement in the event of failure of coin mechanisms.

§ 367-28. Location; placement; number of newsracks.

Any newsrack which rests or projects, in whole or in part, upon or over any public right-of-way shall be located or installed in accordance with the provisions of this section:

A. No newsrack shall be chained, bolted or otherwise attached to any tree, utility pole or box or any other fixture located in the public right-of-way, except to other newsracks, without the express written permission of the Zoning Enforcement Officer. Newsracks shall not be physically attached, chained or bolted to any drainage structure, inlet pipe or other physical object meant to carry water, to a utility pole or box, to or placed upon any manhole cover, to or placed upon any water meter and/or water meter box, to any part of a traffic signal system or traffic signs, to a bench, or to any other Town-owned fixture or property without the written permission of the Zoning Enforcement Officer.

B. Newsracks may be placed next to each other, provided that no group of newsracks shall extend for a distance of more than 10 feet.

C. No newsrack shall be located so as to unreasonably interfere with or impede the flow of pedestrian or vehicular traffic, including motorized or manual wheelchairs.

D. No newsrack shall be placed, installed, used or maintained:

(1) Within 25 feet of any marked crosswalk.

(2) Within 15 feet of the curb return of any unmarked crosswalk.

(3) Within 25 feet of any fire hydrant, fire call box, police call box or other emergency facility.

(4) Within 25 feet of any driveway.

(5) Within any single-family residential zone. In no case will newsracks already located within single-family residential zones be permitted to remain.

(6) Within 200 feet of any part of a public or private school building.

E. No more than four newsracks shall be located on any public right-of-way within a space of 250 feet in any direction within the same block; provided, however, that no more than eight newsracks shall be allowed on any one block.

§ 367-29. Standards for maintenance and installation.

Any newsrack which rests or projects, in whole or in part, upon or over any public right-of-way shall comply with the following standards:

A. No newsrack, including the materials used to secure it, shall exceed four feet two inches in height, two feet two inches in width, and two feet two inches in depth.

B. The lettering of the name of the publication being displayed therein shall be in accord with the following standards:

(1) On the front of the newsrack, the lettering size shall not exceed 1.75 inches in height; and

(2) On the sides and back of the newsrack, the lettering size shall not exceed 5.5 inches in height for the first letter and shall not exceed 3.5 inches in height for the remaining letters in the name of the publication.

C. No newsrack shall be used for advertising signs or publicity purposes other than that dealing with the display, sale or purchase of the newspaper or other written materials contained therein.

D. Each newsrack shall be constructed of suitable, durable materials and shall be painted in a color scheme consisting of a dark background with light lettering or a light background with dark lettering. Shades of red, yellow, orange or green, similar to those used in traffic control signs or devices, shall not be used on any newsrack, as it is determined that such use of those colors causes a danger to the safety and welfare of the public.

E. Each newsrack shall be so secured, weighted and/or balanced as to prevent it from being tipped by the opening of its door or by the impact of snow cast by a passing snowplow.

F. Each newsrack, whether modular or not, shall be maintained in a neat, clean condition and in good repair at all times.

(1) Specifically, but without limiting the generality of the foregoing, each newsrack shall be serviced and maintained so that:

(a) It is free of graffiti.

(b) It is reasonably free of dirt and grease.

(c) It is reasonably free of chipped, faded, peeling and/or cracked paint.

(d) It is reasonably free of rust and/or corrosion.

(e) The clear plastic or glass parts thereof, if any, through which the publications therein are viewed, are unbroken and reasonably free of cracks, dents, blemishes and discoloration.

(2) All such conditions shall be remedied within 15 working days' notice by the Town or the newsrack shall be deemed in violation of this article and shall be removed and disposed of in the manner provided in § 367-30 of this article.

G. No newsrack shall contain or utilize any electrically powered illumination or sound.

H. Coin-operated newsracks shall be equipped with a coin-return mechanism, maintained in good working order at all times, to permit customers to secure an immediate refund if a newsrack is inoperable. Failure to meet the requirements of this provision shall be deemed a violation of this article, and the newsrack shall be removed and disposed of in the manner provided in § 367-30 of this article.

I. In the event that a newsrack remains empty for a period of 30 continuous days, it shall be deemed abandoned and shall be a violation of this article, and the newsrack shall be removed and disposed of in the manner provided in § 367-30 of this article.

§ 367-30. Penalties for offenses; failure to respond; removal of newsracks.

A. The Zoning Enforcement Officer or his designee, upon a determination that a newsrack has been installed, used or maintained in violation of the provisions of this article, shall issue a notice of violation to the person responsible for the newsrack as provided in § 367-27 of this article. Such notice shall be mailed by certified mail, return receipt requested, or by service of the notice by a proper officer. The notice shall:

(1) Specify the offending condition.

(2) Suggest actions necessary to correct the condition.

(3) Inform the person responsible for the newsrack that the condition must be corrected within 15 days of the mailing date or date of service of the notice of violation, and if the condition is not corrected within such fifteen-day period, the newsrack will be removed and stored for 30 days at the Newington Public Works Facility, after which time it will be deemed abandoned.

(4) Inform the person responsible for the newsrack that he may appeal the notice of violation to a Citation Officer by delivering or mailing a letter to said Officer at the Newington Planning Department, Town Hall, 131 Cedar Street, Newington, CT 06111, within 15 days of the notice of violation.

B. Failure to correct the offending condition within 15 days after the mailing date of the notice of violation or to appeal such notice of violation within 15 days after the mailing date of the notice of violation shall result in the offending newsrack being summarily removed and stored by the Town for a thirty-day period, after which, unless retrieved from storage by the person responsible for the newsrack or his designated representative, the newsrack shall be deemed abandoned, and the newsrack shall be disposed of by the Town with no liability to the Town. If the newsrack is to be retrieved from storage, the

person responsible for the newsrack shall pay to the Town all citation, removal, administrative and storage charges prior to the Town's release of the newsrack.

C. A citation of \$99 shall be charged to the person in lawful possession of the newsrack for each newsrack removed and stored by the Town under the provisions of this section. This fee shall be in addition to removal, administrative and storage charges.

D. Nothing contained in this article shall be interpreted to limit or impair the exercise by the Town of its police powers to remove any newsrack which presents a clear and present danger of imminent personal injury or property damage to users of the public rights-of-way.

§ 367-31. Citation appeal process.

A. Any person cited for a violation of this article may appeal the citation within 15 days of the date of the citation by delivering or mailing a letter to the Citation Hearing Officer, Newington Planning Department, Town Hall, 131 Cedar Street, Newington, CT 06111.

B. The hearing procedure shall be the hearing procedure as set forth in Chapter 13, § 13-1 et seq., of the Code.

§ 367-32. Existing newsracks.

This article shall apply to existing newsracks within the Town, except that the person responsible for an existing newsrack shall have 60 days from the date of enactment of this article to comply with the provisions of this article.

§ 367-33. Enforcement.

This article shall be enforced by the Zoning Enforcement Officer or his designee.

PLACEMENT OF REMOVED OBSTRUCTIONS INTO PUBLIC WAYS.

A. No person shall lay, throw, blow, place or plow or cause to be laid, thrown, blown, placed or plowed on or into any public street or way any snow or ice from any private property, public or private sidewalk or public right-of-way. If, in the removal of snow or ice from any such property, sidewalk or way, it is necessary to temporarily place snow or ice on any public street or way, such snow or ice shall immediately be removed from the public street or way by and at the expense of the person causing such deposit.

B. No person in the process of clearing any property, sidewalk or way as defined above shall:

(1) Leave the surface of adjoining public ways any less clear of snow and ice than such person found the public way just previous to commencement of clearance.

(2) Plow or deposit snow or ice on the side of embankments to public ways so as to narrow or decrease the width of the traveled portion of the public way as it existed just previous to such person's clearance.

(3) Plow or deposit snow or ice on that portion of the public right-of-way that adjoins another person's property without the consent of ~~that person~~ *the Town*.

C. The provisions of this section shall not apply to the official snow removal operations of the Town of Newington and the State of Connecticut.

D. The penalty for each violation or offense shall be \$50, and each and every twenty-four-hour period of failure or neglect to comply with the provisions of this section shall be deemed a separate offense or violation.

ATTORNEY REVIEW DATE: 8-29-2013

INTRODUCTION DATE: 1-28-14

PUBLICATION DATE: 2-5-14

PUBLIC HEARING: 2-11-14

ADOPTION DATE: _____



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: February 07, 2014
Re: STEM Academy Project

At the January 28 meeting the Town Council viewed a presentation by Board of Education staff regarding the **School Career Technical Program (STEM) renovation at Martin Kellogg Middle School** and received the project budget and construction estimate.

A copy of the Project Building Committee's minutes, as well as the project budget and construction estimate, is attached. A set of the plans and specifications is located in the office of the Board of Education's Chief Finance and Operations Officer, Lou Jachimowicz.

A resolution to accept the specifications and project budget and authorize the project to proceed to bid will appear on the February 11, 2014 Council agenda for consideration.

Attach.

TOWN OF NEWINGTON

SCHOOL CAREER TECHNICAL PROGRAM RENOVATION
PROJECT BUILDING COMMITTEE

MARTIN KELLOGG MIDDLE SCHOOL STEM ACADEMY RENOVATIONS

PROJECT BUDGET

SEPTEMBER 12, 2013

Appropriation

Public Building Fund, Career Tech renovations, Martin Kellogg Middle School portion
Account No. 31190- 88307: \$550,000

Anticipated Expenditures

Construction Estimate	\$491,715
Contingency ($\approx 6.1\%$)	\$ 30,000
Design, Testing and Permits	<u>\$ 27,500</u>
Total Estimated Project Cost	\$549,215

SPECIAL MEETING MINUTES

SCHOOL CAREER TECHNICAL PROGRAM RENOVATION PROJECT BUILDING COMMITTEE

September 13, 2013

Town Hall Conference Room A

- I. Call to Order – The meeting was called to order at 4:40 PM.
- II. Roll Call - Members present: Dave Tatem, Chairperson, and Clarke Castelle. Others present: Marc Finkelstein, Chairperson, Board of Education; William Collins, Ph.D., Superintendent of Schools; Lou Jachimowicz, Chief Finance and Operations Officer; Rusty Malik and Jim Healy, Quisenberry Arcari Architects; and Jeff Baron, Director of Administrative Services.
- III. Public Participation – None.
- IV. Discuss and Take Action on Martin Kellogg Middle School STEM renovation plans, specifications and estimates– Mr. Malik and Mr. Healy made a presentation of the proposed STEM Academy at Martin Kellogg. This included visual presentations of the South Elevation, a layout of the entire STEM area, and views of the corridor outside the STEM classroom space, the classroom environment, the lab space, the prep room, and the second classroom space. Site work will be bid as an alternate bid item. Quisenberry Arcari Architects met with Board of Education staff numerous times to develop and refine the plans. This included teacher review and input during the process of development. Mr. Tatem expressed concern about wires that might have to run from the tables to the wall, as laptops would not be able to hold an electrical charge for an entire day. The equipment contained in the prep room and the classroom space was also discussed. The construction estimate is \$491,715, and a project budget with a total estimated project cost of \$549,215 was presented. Mr. Castelle made a motion that the Newington School Career Technical Program Renovation Project Building Committee accept the plans, specifications, cost estimates and project budget, as presented, for the Martin Kellogg Middle School Science-Technology-Engineering-Mathematics (STEM) Academy Renovations project, and submit them to the Town Council for its approval and authorization to proceed with the construction of the building project by securing competitive bids, and for presentation to the State Office of School Facilities. Second to the motion was made by Mr. Tatem. Discussion: The Board of Education has received a similar presentation and is expected to vote on approval at their next meeting. Mr. Jachimowicz reminded the Committee that special legislation would be needed after the project is approved by the State. The motion passed unanimously by a vote of 2 YES to 0 NO.

- V. Any other Business Pertinent to the Committee – Mr. Baron was directed to prepare a Request for Proposals document for the design work at Newington High School, for Committee consideration.
- VI. Public Participation – None.
- VII. Response to Public Participation – None.
- VIII. Adjournment – the meeting adjourned at 5:30 PM.

Respectfully submitted,

Jeff Baron

Jeff Baron
Director of Administrative Services

AGENDA ITEM: V.B. _____

DATE: 2/11/14 _____

RESOLUTION NO. _____

RESOLVED:

Pursuant to Chapter 8, Article X, Section 8-45, Project Building Committees, of the Newington Code of Ordinances, the Newington Town Council hereby approves the plans and specifications for the Martin Kellogg Middle School STEM Academy Renovations Project, as approved by the School Career Technical Program Renovation Project Building Committee and the Newington Board of Education and requests that the Town Manager authorizes the project to proceed to bid.

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: February 6, 2014
Re: IBPO Collective Bargaining

The Town Council held an Executive Session on January 28, 2014 to discuss the proposed IBPO Local 443 contract, as ratified by union members on January 21. The item was also introduced publicly during the New Business portion of the agenda.

Attached, please see the summary of changed provisions for the new contract. If the Council concurs, a resolution to approve the proposed contract will appear on the February 11, 2014 agenda. If approved, the contract will be in effect from July 1, 2013 – June 30, 2017.

Attach.

IBPO
LISTING OF CHANGED PROVISIONS

ARTICLE V. WAGES

5.0 The wage schedule shall be as shown in Appendix "A" unless changed through consent of the parties as a result of negotiations held in accordance with Section 27.0. Each employee shall advance to the next higher step on the anniversary date of his/her employment.

- 2.00 GWI effective and retroactive to July 1, 2013 (with steps)
- 2.85 GWI effective July 1, 2014 (with steps)
- 2.85 GWI effective July 1, 2015 (with steps)
- 2.85 GWI effective July 1, 2016 (with steps)

5.5 C) ~~Promotion shall be made to such ranks by the Chief of Police based upon a fair evaluation by him with assistance from other commanding officers finding that an eligible employee's record of performance with the Newington Police Department merits such promotion. Such an evaluations shall be in accordance with a uniform system of criteria applied annually to all eligible employees.~~

Deleted: Promotion shall be made to such ranks by the Chief of Police based upon the members

Deleted: completion of 10 years of service and satisfactory evaluations for two years prior to promotion. Seniority shall prevail.

5.6 When full time regular members of the Newington Police Department work the midnight shift as defined by Article 6.6 A), Patrol Division officers and Dispatchers who are scheduled to work and are being paid regular time and not overtime shall receive a shift differential of ~~forty-five (45)~~ cents per hour.

Deleted: twenty-five (25)

ARTICLE VI. HOURS OF WORK

6.0 Effective April 1, 2007 or as soon as practical thereafter, officers assigned to the patrol division, sergeants assigned to the patrol division, and dispatchers assigned to communications will work a 5/2 – 4/2. Members' assigned to the patrol division shall work five consecutive days, have two consecutive days off, work four consecutive days, and have two consecutive days off. This schedule shall be known as the "patrol" schedule with the exception that one day shift dispatcher and one evening dispatcher will work a 40-hour workweek, Monday through Friday. ~~"Effective for the fiscal year beginning July 1, 2013, each officer assigned to the patrol schedule shall annually return three (3) of the additional eight (8) days off resulting from the switch in 2007 to the 5/2-4/2 schedule for use at the Chief of Police's discretion, although the primary use of the three (3) days will be for training, this will vary based on the needs of the Department. However, these three (3) days will not be utilized to fill open shifts on holidays. In addition, the Chief of Police will schedule, subject to the operational needs of the Department, the three (3) days so that one (1) of the three (3) days is utilized during every four (4) months of the officer's employment."~~

6.6 D) Members who have served less than one (1) year from the completion of the Field Training Officer Program shall rotate ~~a full schedule of rotation on day, evening and midnight shifts~~ subject to Section 24.13 Nepotism, ~~prior to being allowed to bid the regular patrol schedule.~~

Deleted: between all three shifts, to include at least one midnight tour, during the one (1) year period

6.8 A) ~~When the Town Manager declares an additional holiday for Town Hall employees, Police Union bargaining members who are required to work shall receive equivalent compensatory time to be taken with the permission of Chief of Police and utilized so as to not result in overtime.~~

Deleted: Once that member completes his/her one (1) year, then that member may bid for a shift based on seniority.

B) ~~When the Town Manager excuses Town Hall employees from having to work due to weather related issues, power outages or other unforeseen reasons, Police Union bargaining members who are required to work shall not receive compensatory time in addition to their regular wages.~~

7.3 Regular employees shall be given preference in the assignment of all overtime. Public Safety Dispatchers shall be

11.0 Active Employees

A) Medical Insurance: The Town shall provide for each active, full time employee and his/her enrolled dependents the medical insurance benefits as outlined in the Blue Cross/Blue Shield Century Preferred Plan and the Blue Cross/Blue Shield Comprehensive Plan.

The Town may also consider at its option offering additional insurance coverage alternatives which would have a lower insurance premium and offer the 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, 2016 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.

B) The medical insurance benefits set forth above and dental insurance in Section 11.0-C below will be provided on a premium cost sharing basis whereby the employee will pay a percentage (on a pre-tax basis at the option of the employee) of the allocation rate.

FOR THE PPO PLAN:

- Effective July 1, ~~2013~~, the employee will pay ~~eleven~~ percent (~~11~~%) of the allocation rate by payroll deduction.
- Effective July 1, ~~2014~~, the employee will pay ~~twelve~~ percent (~~12~~%) of the allocation rate by payroll deduction.
- Effective July 1, ~~2015~~, the employee will pay ~~thirteen~~ percent (~~13~~%) of the allocation rate by payroll deduction.
- Effective July 1, 2016, the employee will pay fourteen percent (14%) of the allocation rate by payroll deduction.

- Deleted: 2007
- Deleted: eight
- Deleted: 8
- Deleted: 2008
- Deleted: nine
- Deleted: 9
- Deleted: 2009
- Deleted: ten
- Deleted: 10

D) Effective July 1, 2007, the Town shall establish and maintain an IRS Section 125 Flexible Spending Account (FSA) for employees. The account shall be designed to permit exclusion from taxable income for each employee's share of health and medical premiums, deductibles, co-insurance and unreimbursed medical expenses as well as cost of dependent care. As allowed by law, the Dependent Care Account shall have a \$5,000 maximum, automatically increasing upon any change in the law. The Medical Account shall have a ~~\$2,500~~ maximum, automatically increasing ~~or decreasing~~ upon any change in the law.

Deleted: \$4,000

11.4 Notwithstanding the above, effective July 1, ~~2013~~, employees may voluntarily elect to waive in writing all health insurance coverages outlined above and, in lieu thereof, shall receive an annual payment of ~~two~~ thousand dollars (\$2,000.00) for single coverage, two thousand two hundred and fifty dollars (\$2,250.00) for employee plus one coverage and two thousand seven hundred and fifty (\$2,750.00) for family coverage in cash payment to those employees waiving such coverage which shall be made in equal payments during the months of November, January, April and June.

- Deleted: 1992
- Deleted: one

ARTICLE XIX. TRAINING AND EDUCATION

19.0 Any Union member authorized in writing to enroll in a course in a police school or college, upon his/her successful completion of said course, shall be reimbursed by the Town for any money spent for tuition, books and equipment, subject to Town Council appropriation for funding, but not to exceed \$600 per course per employee for reimbursement. It shall be the duty of the employee to use any State, Federal or scholarship funds available for tuition, books, fees and equipment in order to eliminate or minimize expenditures by the Town for this purpose.

Effective July 1, ~~2013~~ there shall be a minimum of ~~\$3,000.00~~ allocated ~~each fiscal year~~ for tuition

- Deleted: 1993
- Deleted: \$1,200

reimbursement department-wide, limited to \$600.00 per fiscal year for each employee.

Deleted: .

ARTICLE XXIII. DISCIPLINARY PROCEDURES AND PRIVILEGES

23.0] Disciplinary inquiries or hearings involving any member or members of the bargaining unit will be informal. An informal proceeding is defined as one conducted by the Town Manager or the Chief of Police for the purpose of determining whether or not disciplinary action should take place. This informal hearing is strictly limited to the member of members being allowed to produce verbal information above and beyond the departmental investigation. Such proceedings shall be closed to the public, including the press. Disciplinary action as a result of such a hearing shall be taken only if agreed upon between the Chief of Police or Town Manager, and the member or members of the bargaining unit who are involved. If the Chief of Police or Town Manager and the member or members of the bargaining unit involved cannot agree to an appropriate level of discipline, the Chief of Police or the Town Manager may implement discipline. Formal proceedings may then be pursued by the Union pursuant to the processes outlined in Article XXII Grievance Procedure.

Any civilian complaint accusing a member or members of the bargaining unit of discrimination, brutality, violation ~~of~~ of rights, or conduct unbecoming an officer shall be investigated by the Chief or his/her authorized agent. ~~Whenever possible, inquiries or hearings resulting from, or in furtherance of, such investigation will be conducted informally. Whenever such complaint results in formal proceedings, such complainant may be present, may be represented by legal counsel and shall be advised of the results of such proceedings and action taken.~~

23.3] Any member who may be found guilty of charges and subject to punitive measures or discharges, which shall be for just cause, and proven by the preponderance of the evidence, shall have the right as provided in Article XXII to appeal such decision through the grievance procedure including arbitration.

Deleted: ed

Deleted: only

Deleted: beyond a reasonable doubt,

ARTICLE XXV. RETIREMENT AND PENSION

25.14 Normal Retirement Date

G) Effective October 1, 2013, "Normal Retirement Date" for employees hired after that date shall mean the first day of the month coinciding with or next following the later of the Participant's 50th birthday or the completion of twenty-five (25) years of service, provided that such employees may still retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service, except that by doing so they will not be eligible for the Town paid retiree insurance benefits outlined in Section 11.1 (A) - (D).

Deleted: a

Deleted: p

Deleted: and

Formatted: Superscript

Deleted: only

Deleted: and prior to their 50th birthday

Formatted: Superscript

H) Pension Moratorium. The Town and Local 443 agree that no changes may be implemented to the Police Pension Plan prior to July 1, 2019.

25.17 B) Supplemental Rate of Earnings. "Supplemental Rate of Earnings" shall mean the compensation received for "private duty." This provides for a money purchase pension plan to be funded by equal contributions from the employer and employee out of earnings generated from private duty. The contributions from the employee will equal that amount that would have been paid to Social Security by the employee, with an equal amount contributed by the Town. These contributions will be invested in appropriate vehicles so as to comply with applicable IRS or other governmental requirements and accumulated in the name of each particular employee for distribution upon death, termination, retirement or disability in a lump sum or in annuity payments at the discretion

of the employee. This will be in lieu of contributions for private duty to the Town's regular pension fund. This section shall apply to employees hired after January 1, 1976.

25.28 Retirement Prior to Normal Retirement Date. A Participant may elect to retire prior to his/her Normal Retirement Date provided he/she has 10 years of Service and is within 5 years of his/her 50th birthday.

In such an event, his/her Retirement Annuity will commence as of the first day of the month subsequent to filing written application therefor. A Participant who is retiring early shall be entitled to receive an annual Retirement Annuity from and after the date of such early retirement. The amount of such annual Retirement Annuity will be computed in accordance with Section 25.27 of this Article based on the Retirement Annuity accrued to his/her Early Retirement Date reduced actuarially if the Retirement Annuity is to commence prior to his/her Normal Retirement Date in accordance with the terms of GR-3019. For purposes of this section, Normal Retirement Date shall be determined as if the Participant had continued working until such date.

- (a) Employees hired after January 1, 2007 may retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service without any actuarial reduction, however by doing so they will not be eligible for either the Town paid retiree insurance benefits outlined in Section 11.1(A)-(D) or for the annual retiree pension COLA outline din Section 27.0.
- (b) Employees hired after October 1, 2013 may retire after the later of the Participant's 45th birthday and the completion of twenty (20) years of service without any actuarial reduction, however by doing so they will not be eligible for the Town paid retiree insurance benefits outlined in Section 11.1(A)-(D).

Formatted: Indent: Left: 36 pt, Hanging: 18 pt, No widow/orphan control

Deleted: only

Formatted: Font: 10 pt, Superscript

Deleted: provided they are within 5 years of his/her 50th birthday

Formatted: Font: 10 pt, Superscript

25.44 Retirement Annuity Commencing on Normal Retirement Date. With respect to a Participant who has not elected to receive a refund of contributions as described in paragraph 25.43 above, upon such Participant's Termination of Employment on or after the Effective Date but prior to his/her Normal Retirement Date, if he/she has a Vesting Percentage other than 0% as defined in paragraph 25.19, such Participant shall be entitled to receive an annual Retirement Annuity to commence on his/her Normal Retirement Date, equal to the amount of annual Retirement Annuity determined in accordance with Article V based upon his/her Service in the Eligible Class to the date of Termination of Employment. For Participants hired after October 1, 2013, for purposes of this section Normal Retirement Date shall be the first of the month coinciding with or next following the Participant's 50th birthday.

Formatted: Font: 10 pt, Superscript

25.46 Participant Contributions. During each calendar year a Participant's Contributions shall be deducted by the Employer from the earnings (as shown on the Participant's W-2 Form) received by the Participant during such calendar year while he/she has a payroll deduction order in effect and is in the Eligible Class and has not attained his/her Annuity Commencement Date, in an amount equal to ~~7%~~**7.5%** of such earnings effective and retroactive to July 1, 2013. Thereafter, the amount of the Participant contribution will increase as follows: 8.0% of earning effective July 1, 2014; 8.5% of earnings effective July 1, 2015; and 9.0% of earnings effective July 1, 2016. Such Participant Contributions, shall receive Credited Interest in accordance with paragraph 25.21.

Deleted: .

ARTICLE XXVII. DURATION AND WAGES

27.0 This Agreement shall be effective as of July 1, ~~2013~~. Persons retired under pension plan GR3019 as of June 30, 1986, will receive benefit increases equal to one half the negotiated base wage levels of the full time officers except that persons hired after October 1, 2013 who subsequently retire from the Newington Police Department will not receive benefit increases equal to one half the negotiated base wage levels of the full time officers. The contract, as amended and extended on the date executed below, shall remain in full force and effect until the 30th day of June, ~~2017~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than 120 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain

Deleted: 2010

Deleted: 2013

in full force and be effective during the period of negotiations.

Notwithstanding the above, the parties agree that should the Town, at its sole discretion, determine that it will enter into a regionalization agreement for the dispatching function for the Town, the parties agree to reopen negotiations solely for the purpose of negotiating the impact, if any, of the Town's regionalization decision.

Memorandum of Agreement – Officer LaCasse and Silva to be treated the same as pre-January 1, 2007 hires for purposes of pension military buy back benefit.

Town of Newington
Cost Analysis of Proposed Four Year Contract IBPO Local 443
7/1/2013 - 6/30/2017

Cost	7/1/2013	7/1/2014	7/1/2015	7/1/2016	Total \$	Total % *	Yearly Average
Article V - Wages	2.00%	2.85%	2.85%	2.85%			
5.0 General Wage Increase	\$ 109,335	\$ 160,157	\$ 165,794	\$ 171,412	\$ 606,699	11.10%	2.77%
5.6 Midnight Shift	\$ 4,077	\$ 4,077	\$ 4,077	\$ 4,077	\$ 16,307	0.30%	0.07%
Article XI - Insurance Waiver	\$ 3,250	\$ 3,250	\$ 3,250	\$ 3,250	\$ 13,000	0.24%	0.06%
Article XIX - Training and Education	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 7,200	0.13%	0.03%
Total Increase	\$ 118,462	\$ 169,284	\$ 174,921	\$ 180,539	\$ 643,206	11.77%	2.94%
Savings	7/1/2013	7/1/2014	7/1/2015	7/1/2016	Total \$	Total %	Yearly Average
Article XI - Premium Cost Sharing	\$ (8,449)	\$ (13,715)	\$ (14,735)	\$ (15,818)	\$ (52,717)	-0.96%	-0.24%
Article XXV Pension			\$ (8,675)	\$ (17,905)	\$ (26,580)	-0.49%	-0.12%
Article XXV Pension Participant Contributions	\$ (27,335)	\$ (54,671)	\$ (82,006)	\$ (109,342)	\$ (273,354)	-5.00%	-1.25%
Article XXVII Duration - (COLA)			\$ (3,634)	\$ (7,500)	\$ (11,134)	-0.20%	-0.05%
Total Savings	\$ (35,784)	\$ (68,386)	\$ (109,050)	\$ (150,565)	\$ (363,785)	-6.65%	-1.66%
Net Cost	\$ 82,678	\$ 100,898	\$ 65,871	\$ 29,974	\$ 279,421	5.11%	1.28%
Average Net Pay Increase**	1.1%	1.2%	0.6%	0.1%	3.1%		

* As % of Payroll

** Based on a median salary of \$77,039 with wage increase net of increase in co-pay for a family medical plan and pension contribution

November 22, 2013

Attorney Client Privileged Communication
Summary of Significant Pension
Changes Since 2007

1. Employee Hired After January 1, 2007 (Approximately 25 plan participants)

- Participants must work 25 years instead of 20 to be eligible for retiree health insurance and the "COLA" increases. (Section 25.14(f))
- Final earnings capped at 70% of base salary. Base salary does not include overtime, private duty pay or any other supplemental earnings. (Section 25.16(c))
- Annual 2.5% pension multiplier is capped at a maximum of 62.5%. Accordingly, any participant working over 25 years will not receive the benefit of the multiplier for year 26 and beyond. (Section 25.27)

2. Employees Hired After October 1, 2013

- No longer eligible for COLA increases. (Section 27.0)
- Normal retirement date changed so that participants must not only serve 25 years but must also have reached age 50 in order to be eligible to receive retiree health insurance. (Section 25.14(g))

3. Significant Changes For All Employees

- Participant's percentage of their wage contribution for their pension benefits will increase from 7.0% to 9.0% by the end of the current collective bargaining agreement. (Section 25.46)

AGENDA ITEM: V.C._____

DATE: 2-11-14_____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council, pursuant to Section 7-474(b) of the Connecticut General Statutes, as revised, hereby approves the proposed agreement between the Town of Newington and Local 443, International Brotherhood of Police Officers, representing personnel in the Newington Police Department, and authorizes the Town Manager to sign said agreement which covers the period of time from July 1, 2013 through June 30, 2017.

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: February 7, 2014
Re: Capital Region Development Authority (CRDA)

At the January 28 meeting the Town Council met with Economic Development Director Andy Brecher and CRDA representative Mike Freimuth regarding a potential agreement between the Town and the CRDA to administer a \$2 million grant from the DECD for demolition and remediation of the former National Welding Site and provide development services related to the property for the Town.

Attached, please see information provided by Mr. Brecher as well as a resolution authorizing the Town Manager to enter into an agreement with CRDA, for Council consideration. Mr. Brecher will be in attendance at the meeting for further discussion.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John Salomone, Town Manager
From: Andy Brecher, Economic Development Director
Date: January 24, 2014
Re: Capital Region Development Authority

Overview:

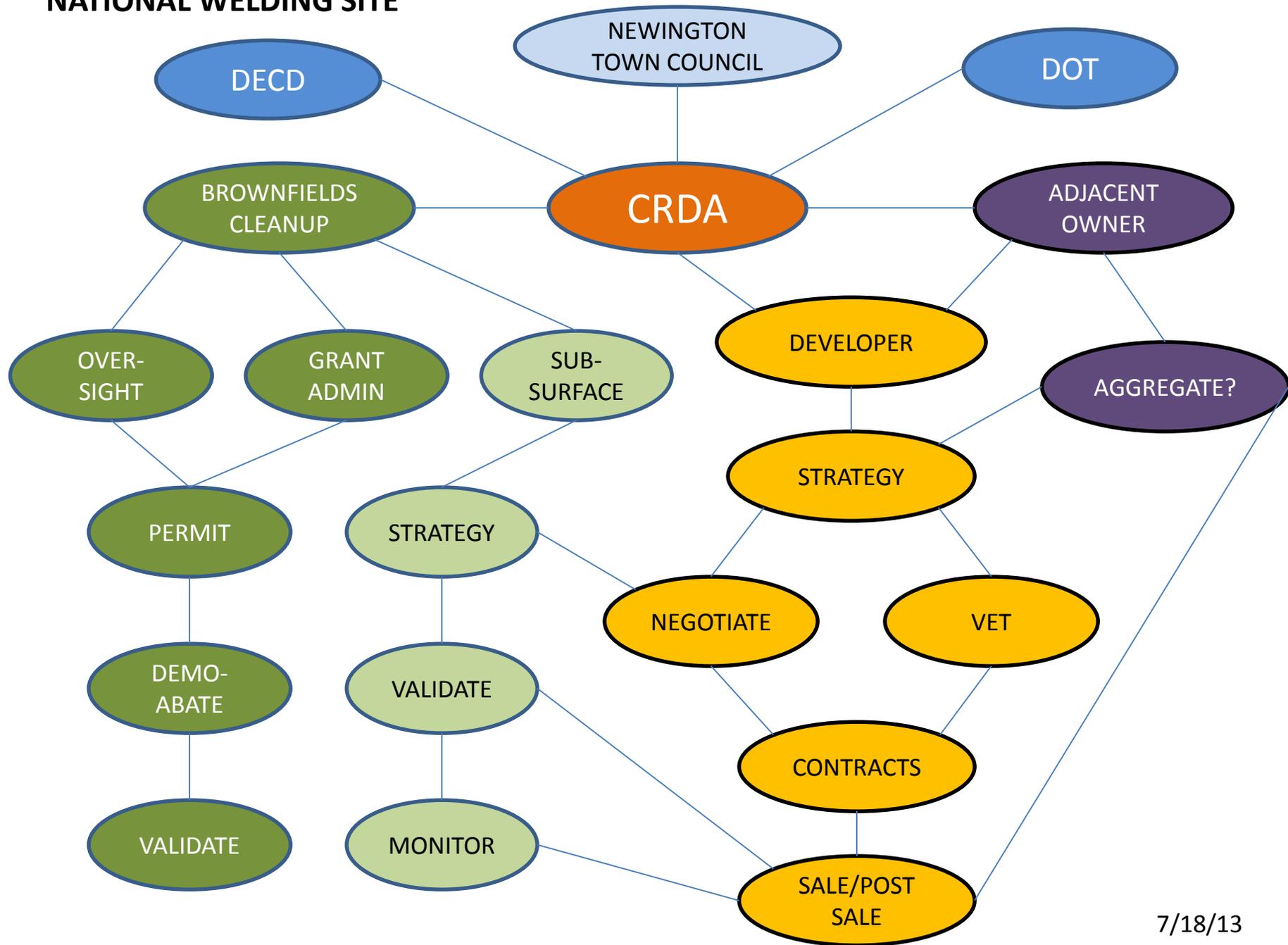
The Capital Region Development Authority (CRDA) is well known for stimulating investment in downtown Hartford, attracting major sports, conventions and exhibitions, managing designated facilities including the CT Convention Center and development and redevelopment of property within Hartford. Chapter 588x of the Connecticut General Statutes also authorizes CRDA “upon request from the legislative body of a city or town within the Capital Region, to work with such city or town to assist in the development efforts to stimulate the economy of the region”.

The process to demolish the National Welding buildings and abate asbestos and PCB's contained therein will require further environmental planning, sampling and consulting, regulatory filings and permits and engagement and oversight of contractors for demolition, debris removal and clean up at the site. In addition, the Department of Economic and Community Development demands extensive compliance requirements, documentation, project monitoring, reporting and financial statements in order to receive the financial assistance being offered. CRDA has expertise in each of these areas. Acting as agent for the Town, CRDA would receive the state funds and direct the project on the Town's behalf, reporting to the Town Manager and interacting with Town staff and the Town Attorney as required. CRDA's \$75,000.00 fee for these services would be paid out of the proceeds from the grant.

Developers have expressed interest in acquiring the National Welding property once the buildings have been removed and abatement of asbestos and PCB's has been completed. That likelihood, and its proximity to CTfastrak, has now made the property desirable for a number of uses. Sophisticated investors, including at least one NYSE listed firm, have suggested developments that could result in tens of millions of dollars of investment. In order to optimize the sale proceeds and future tax potential of the site, consistent with the Town's development goals, CRDA would assist in soliciting and evaluating development proposals, assessing their long-term viability and impacts on the community and negotiating a selling price based on the economics of the project to be

built. CRDA would also prepare land disposition agreements, purchase and sale agreements and environmental responsibility agreements in consultation with the Town Attorney. CRDA is ideally qualified to provide these services by virtue of their experience with costly, complex, large scale developments involving seasoned developers and multiple parties. CRDA's \$50,000.00 fee for a twelve month period would be paid from CIP Account 30310-88113, funds that have been set aside for disposition of the National Welding Site.

NATIONAL WELDING SITE



AGENDA ITEM: V.D.

DATE: 2-11-14

RESOLUTION NO.: _____

RESOLVED:

That Town Manager John L. Salomone is hereby authorized to act on behalf of the Newington Town Council and the Town of Newington in executing an agreement with the Capital Region Development Authority (CRDA) to 1) Administer a \$2 million grant from the State of Connecticut Department of Economic and Community Development for demolition and remediation of the National Welding Site, and 2) Provide development services to the Town related to the disposition of the National Welding property.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Finance Department

Ann J. Harter
Director of Finance

Memorandum

To: John Salomone, Town Manager
From: Ann J. Harter, Director of Finance *AJH*
Date: February 7, 2014
Re: Mid-Year Appropriation Transfers for FY 2013-2014

Attached is an interim financial report for the Town's General Fund as of January 31, 2014 for the fiscal year ending June 30, 2014. Estimates of revenues and expenditures projected through June 30, 2014 are included in this report.

Revenues

General Fund revenues are estimated to be up approximately \$1.3 million from the 2013-14 adopted level. The majority of this increase is from State Aid.

Taxes: The rate of tax collection on the current levy through January 31st is 1% better than the same period as last year, creating a positive trend of \$198 thousand. The amount to be collected on pro-rated motor vehicles is better than expected by \$77 thousand. Collections on prior year tax levies are on target. We will monitor tax collection activity closely through the remainder of the year.

PILOTS and State/Federal Aid: Currently, we are projecting these categories to have a net increase of \$996 thousand. The Town's estimated revenues were based on the Governor's proposed budget which eliminated the State-Owned Property PILOT, Mashantucket Pequot Grant, Municipal Revenue Sharing grant and Public School Transportation funding but supplemented aid with Hold Harmless Grant and Education Cost Sharing. Afterwards, the General Assembly restored the eliminated municipal aid as well implementing a Municipal Grant-In-Aid. Additionally, the Town received additional FEMA assistance for the February snowstorm of 2013 and FHWA reimbursement for the October snowstorm of 2011.

Other Revenues: With the construction of Harvest Village, Building Permits are higher than budgeted. Town Clerk fees are trending better than anticipated due to Public Act 13-247, which provided for a substantial recording fee increase when filing a segregated class of documents (MERS) on the land records. Interest earnings have reached the budgeted amount creating a projected surplus of \$15 thousand due to slightly higher interest rates than anticipated.

Expenditures

Analysis through the first seven months of the fiscal year projects total expenditures to be on target with the Town's approved 2013-14 General Fund budget, which totals \$106.1 million.

Most of the budgetary variances exist due to recently approved wage increases for both bargaining groups (IBPO and AFSCME) as well the administrative employees which were budgeted in the Town's Special Contingency account and not included in the departments' operating budgets. The actual increases were unknown until after the budget was adopted. A portion of the increases can be covered with breakage from vacancies.

An area of major concern is the shortfall that exists in the Highway Snow & Ice Control budget as numerous snowstorms put a demand on the salt supply. At this point we have depleted the budgeted amount and need to cover the purchase of this extra demand for enhanced salt materials. There remains only \$5,100 in the overtime budget but due to the favorable weather in the fall a balance of \$16,000 exists in the Leaf Collection overtime account to help offset any overage that may occur. However, it is still the first week in February with the extended forecast including more storms so it is very likely additional funds may be needed before the end of the fiscal year.

Appropriation Transfers

The Town Charter allows appropriation transfers only in the last six months of the fiscal year. The following is a list of departments that require additional funds to prevent overdrafts. In all cases, the Town's Special Contingency and some estimated savings in other departments will cover these amounts.

- As mentioned previously, potential wage increases for the all employees were budgeted in the Town's Special Contingency and not included in the departmental operating budgets. With the recently approved pay increases for these groups, funds need to be moved from the Special Contingency to the respective departments where payroll expenses actually are charged. Total amount requested is \$268,670 which consists of \$69,691 for IBPO, \$127,911 for AFSCME and \$71,068 for the non-bargaining group. The following is a breakdown of the request by department.

Department	Revised Budget	Estimated Expenditures	Variance
Town Council - Part Time	\$3,298	\$3,432	\$134
Town Manager - Full Time	\$379,602	\$390,970	\$11,368
Registrar - Part Time	\$67,144	\$69,709	\$2,565
Finance - Full Time, Part Time, Seasonal	\$816,100	\$843,417	\$27,317
Town Clerk - Full Time, Part Time, Seasonal	\$151,740	\$155,199	\$3,459
Police - Full Time, Overtime, Part Time, Seasonal	\$6,065,817	\$6,152,002	\$86,185
Fire - Full Time, Part Time	\$196,707	\$202,875	\$6,168
Engineering - Full Time	\$260,862	\$270,451	\$9,589
Highway - Full Time, Overtime, Part Time	\$1,526,262	\$1,571,364	\$45,102
Sanitation - Part Time	\$26,357	\$27,414	\$1,057
Town Planning - Full Time, Part Time	\$214,975	\$225,435	\$10,460
Building - Full Time, Part Time	\$168,404	\$172,774	\$4,370
Conservation Commission - Part Time	\$2,437	\$2,796	\$359
Development Commission - Part Time	\$1,641	\$1,708	\$67
Human Services - Full Time, Part Time, Seasonal	\$387,324	\$396,269	\$8,945
Senior & Disabled - Full Time, Part Time	\$505,303	\$511,529	\$6,226
Parks & Recreation Admin - Full Time	\$311,926	\$320,800	\$8,874
Park & Grounds - Full Time, Overtime, Part Time	\$896,490	\$932,915	\$36,425
Total			\$268,670

In addition to personnel budgets, other variances exist in the following areas:

- 150 Finance: The shortage in this department is due to additional funds to cover the increased number of those who applied for the Local Elderly Tax Relief (LETR) program. During 2012, the Town Council took action to expand the LETR and Veteran's exemption. The program was more popular than anticipated. For LETR the number of applicants increased from 486 to 526 with the average benefit increased from \$315 to \$503. For the Veteran's exemption, 23 veterans were removed because of transfer of property, death or they exceeded the income requirements. There were 37 new veterans that applied and qualified for this benefit bringing the total number of applicants to 209.

Amount requested \$4,520
- 160 Town Attorney: Additional funds are needed for outside attorney fees for legal cases that were not anticipated when the budget was adopted

Amount requested \$32,000
- 260 Street Lighting: This account has used fewer funds than anticipated.

Amount available \$12,000

- 280 Hydrants: The shortage in this department is due to a revised and updated list of hydrants from the MDC.
Amount requested \$4,850
- 320 Highway: The shortage in this department is due to the unanticipated need for additional materials for salt. For the current fiscal year the budgeted amount for salt was \$89,060 of which \$86,000 was spent by the end of January. Therefore, additional orders were necessary to continue to have a sufficient supply.
Amount requested \$100,000
- 460 Conservation Commission: The shortage in this department is due to additional legal notices.
Amount requested \$242
- 700 Library: This department has available funds due to changes in personnel.
Amount available \$10,116
- 960 Contingency: This account was budgeted for all the raises and those funds are still available.
Amount available \$388,166

Capital Projects

In addition to the above transfers, I have received two requests to transfer funds within the Capital and Non-Recurring Expenditures Fund and Public Building Fund.

- National Welding Site: As was discussed at the January 28th Town Council meeting, Andy Brecher, Economic Development Director requested that fees for the Capital Region Development Authority in conjunction with demolition of the National Welding property come from the CIP Fenn Road Access Road account (30310-88113). The correct action would be for the Town Council to take action to transfer \$50,000 from this account which currently has a balance of \$300,000 to the National Welding Engineering Services account (30420-88329). This is similar to the action taken in September of 2012.
- Highway Garage Gutters - We currently have the Parks Garage Roof Replacement project (31180-88007) account still open with an available balance of \$17,645. There remains gutter work on the parks building yet to complete. Bob Korpak, Director of Facilities Management requested to combine the remaining gutter work on this open project with the addition of new gutters that are desperately needed on our highway garage. The Highway garage currently is not funded but he is confident that both of these projects can be completed with the remaining funds if he is able to combine the work of these projects for some cost advantage.

I will be in attendance at the Town Council meeting on February 11th to answer any questions the council may have.

**TOWN OF NEWINGTON
STATUS OF REVENUES, BY SOURCE
2013-2014**

ACCOUNT DESCRIPTION		Town Council Adopted 2013-14	Received As of 1/31/2014	Estimated 6/30/2014	Balance (Deficit) As of 6/30/14
5001	Current Levy	83,480,818	81,365,182	83,678,836	198,018
5002	Prorated Motor Vehicles	680,000	634,261	757,783	77,783
5003	Prorated Real Estate	50,000	-	-	(50,000)
5004	Prior Year Tax Levies	440,000	242,770	440,000	-
5005	Interest & Liens	320,000	180,568	320,000	-
TOTAL TAXES		84,970,818	82,422,781	85,196,619	225,801
5101	State-Owned Property PILOT	-	688,546	688,546	688,546
5104	Elderly Freeze Exemption	8,000	6,000	6,000	(2,000)
5105	Disabled Exemption	5,568	5,285	5,285	(283)
5106	Elderly Circuit Breaker	255,307	273,333	273,333	18,026
5107	Add'l Veteran's Exemption	27,808	28,376	28,376	568
5109	Tax Exempt Colleges & Hospital	1,754,064	1,753,757	1,753,757	(307)
TOTAL PILOTS		2,050,747	2,755,297	2,755,297	704,550
5201	New Meadow Housing	-	8,059	8,059	8,059
TOTAL ASSESSMENTS		-	8,059	8,059	8,059
5301	Building Permits	250,000	186,868	290,000	40,000
5302	Vendor's Permits	700	1,870	2,070	1,370
5305	Gun Permits	5,025	10,430	12,000	6,975
5306	Raffle & Bingo Permits	500	227	500	-
5308	Work Within Rights of Way	7,500	10,325	11,000	3,500
5310	Refuse Handling Licenses	1,500	960	1,500	-
TOTAL LICENSES & PERMITS		265,225	210,680	317,070	51,845
5402	Town Hall Rental Receipts	3,600	2,588	3,600	-
5403	Indian Hill Country Club	101,254	-	98,872	(2,382)
5404	Other Town Property	40,000	25,746	44,000	4,000
TOTAL RENTALS		144,854	28,335	146,472	1,618
5501	Interest Earnings	30,000	31,500	45,000	15,000
TOTAL INVESTMENT INCOME		30,000	31,500	45,000	15,000
5602	Parking Tickets	25,000	14,439	25,000	-
5603	False Alarms	15,000	5,743	15,000	-
5605	Blighted Premises	-	319	319	319
TOTAL FINES		40,000	20,502	40,319	319
5702	Conservation Commission	3,500	5,300	6,000	2,500
5703	Zoning Board of Appeals	500	75	500	-
5704	Town Planning & Zoning	9,000	5,670	9,000	-
5705	Town Clerk Fees	445,000	286,156	456,000	11,000
5706	Police	8,000	5,691	8,000	-
5707	Human Services-Counseling Fee	25,000	6,430	25,000	-
5708	Library - Overdue Fines	28,000	12,090	28,000	-
5709	Dial-A-Ride Tickets	4,700	3,098	4,700	-
5711	Engineering Fees	1,000	822	1,000	-
5712	Scrap Metal Curbside	25,000	15,838	25,000	-
5714	Senior & Disabled Center Fees	100	50	100	-
5718	Library-out-of state loans	150	96	150	-

**TOWN OF NEWINGTON
STATUS OF REVENUES, BY SOURCE
2013-2014**

ACCOUNT DESCRIPTION	Town Council Adopted 2013-14	Received As of 1/31/2014	Estimated 6/30/2014	Balance (Deficit) As of 6/30/14
TOTAL CHARGES FOR SERVICES	549,950	341,316	563,450	13,500
5802 Refunds-Town	10,325	5,859	10,325	-
5803 Refunds-Schools	10,000	835	10,000	-
5822 Recycling Rebates	67,500	58,591	67,500	-
TOTAL REFUNDS & REIMBURS.	87,825	65,285	87,825	-
5902 Other		255	255	255
5904 Library-Sale of Diskettes	200	186	200	-
TOTAL SALE-TOWN PROPERTY	200	441	455	255
6003 Public Library	1,250	-	1,250	-
6005 Mashantucket Pequot Fund	-	91,683	280,251	280,251
6006 Youth Services Bureau	22,875	20,514	22,875	-
6007 Alcohol and Drug Abuse	4,500	4,500	4,500	-
6011 Municipal Revenue Sharing	-	199,238	199,238	199,238
6013 Telecommunications Tax	65,937	9,155	65,937	-
6015 Emergency Management Grant	14,610	-	14,610	-
6016 Controlling Interest Tsfr.Tax	-	133	133	133
6021 Town Aid Road Grant	416,275	207,985	415,969	(306)
6022 Hold Harmless Grant/Mun Grant-In-Aid	561,102	-	622,779	61,677
6052 Transportation-Non-public	5,137	-	5,137	-
6053 Transportation-Public	-	-	216,733	216,733
6054 Adult Education	35,278	23,581	35,278	-
6056 School Building Grants	325,000	74,678	325,000	-
6058 Health Services	16,526	17,515	17,515	989
6062 Education Cost Sharing Grant	13,623,576	6,484,740	12,969,479	(654,097)
TOTAL STATE-AID	15,092,066	7,133,721	15,196,684	104,618
6101 Senior Citizen Trans Aid	9,000	5,034	9,000	-
6114 FEMA Storm Assistance	115,000	187,077	187,077	72,077
6115 FHWA Storm Assistance	-	114,272	114,272	114,272
TOTAL FEDERAL AID	124,000	306,384	310,349	186,349
6201 Police Application Fees	8,500	219	8,500	-
6203 Cancelled PY Encumbrances	10,000	-	10,000	-
TOTAL MISCELLANEOUS	18,500	219	18,500	-
6302 United Way (Human Services)	1,333	-	1,333	-
TOTAL DONATIONS	1,333	-	1,333	-
7001 Transfer from CNRE Fund	322,500	322,500	322,500	-
7012 Transfer from Cemetery Fund	110,578	110,578	110,578	-
7021 Transfer From Cemetery Trust	70	-	70	-
7022 Transfer from Hubbard Fund	30	-	30	-
TOTAL TRF FROM OTHER FUNDS	433,178	433,078	433,178	-
TOTAL GENERAL FUND	103,808,696	93,757,597	105,120,611	1,311,915

TOWN OF NEWINGTON
 Status of Expenditures, by Activity (Department)
 As of February 3, 2014

FUNCTION & ACTIVITY	Revised Budget FY 2013-14	Spent / Encumbered As of 2/3/14	Estimated To Be Spent/Enc. As of 6/30/14	Estimated Unencumbered Balance (Deficit) As of 6/30/14
General Government	4,516,605	2,657,337	4,597,968	(81,363)
Public Safety	7,685,402	4,284,608	7,770,605	(85,203)
Public Works	4,809,501	3,658,912	4,965,249	(155,748)
Community Planning & Development	458,079	243,642	473,577	(15,498)
Public Health	144,355	107,586	144,355	-
Community Services	992,719	524,469	1,007,890	(15,171)
Public Library	1,688,808	895,258	1,678,692	10,116
Parks & Recreation	1,556,474	834,621	1,601,773	(45,299)
Insurance-Miscellaneous	8,938,574	6,732,985	8,550,408	388,166 *
Debt Service	1,475,756	127,878	1,475,756	-
Metropolitan District	3,102,250	2,339,688	3,102,250	-
Capital Improvements	4,198,455	4,198,455	4,198,455	-
Equipment Reserve	301,948	301,948	301,948	-
Emp Leave Liab Res Fund	92,900	92,900	92,900	-
Total General Government	39,961,826	27,000,287	39,961,826	-
Board of Education (as of 10/31/13)	66,096,870	21,324,062	66,096,870	-
Total Town Budget	106,058,696	48,324,350	106,058,696	-

*The Special Contingency appropriation balance will be reduced to \$224,177 after pending transfers to other departments are made.

TOWN OF NEWINGTON
 Status of Expenditures, by Activity (Department)
 As of February 3, 2014

FUNCTION & ACTIVITY	Revised Budget FY 2013-14	Spent / Encumbered As of 2/3/14	Estimated To Be Spent/Enc. As of 6/30/14	Estimated Unencumbered Balance (Deficit) As of 6/30/14
100 General Government				
110 Town Council	51,096	44,112	51,230	(134)
120 Town Manager	386,058	209,810	397,426	(11,368)
130 Courts	35,305	26,450	35,305	-
140 Elections	117,334	75,434	119,899	(2,565)
150 Finance	1,188,617	806,456	1,220,454	(31,837)
160 Town Attorney	130,200	75,950	162,200	(32,000)
170 Town Clerk	175,481	94,128	178,940	(3,459)
180 Personnel	49,206	29,185	49,206	-
190 General Services	2,383,308	1,295,811	2,383,308	-
Total	4,516,605	2,657,337	4,597,968	(81,363)
200 Public Safety				
210 Police Department	6,465,500	3,471,588	6,551,685	(86,185)
230 Fire Department	802,932	560,558	809,100	(6,168)
250 Street Lighting	325,000	155,695	313,000	12,000
260 Emergency Management	50	50	50	-
270 Emergency Medical Service	30,000	29,998	30,000	-
280 Hydrants	61,920	66,770	66,770	(4,850)
Total	7,685,402	4,284,608	7,770,605	(85,203)
300 Public Works				
310 Engineering	265,686	150,642	275,275	(9,589)
320 Highway Department	2,519,359	1,538,786	2,664,461	(145,102)
350 Solid Waste Services	2,024,456	1,969,484	2,025,513	(1,057)
Total	4,809,501	3,658,912	4,965,249	(155,748)
400 Community Planning & Development				
420 Town Planner	216,784	123,698	227,244	(10,460)
430 Town Plan & Zoning	17,379	8,542	17,379	-
440 Zoning Board Of Appeals	2,833	925	2,833	-
450 Building Department	172,649	97,161	177,019	(4,370)
460 Conservation Commission	3,825	2,364	4,426	(601)
470 Economic Development	44,609	10,951	44,676	(67)
Total	458,079	243,642	473,577	(15,498)
500 Public Health				
510 Health Services	144,355	107,586	144,355	-
Total	144,355	107,586	144,355	-
600 Community Services				
610 Human Services	444,366	232,043	453,311	(8,945)
640 Senior & Disabled Center	538,969	290,551	545,195	(6,226)
670 Boards And Commissions	9,384	1,875	9,384	-
Total	992,719	524,469	1,007,890	(15,171)

TOWN OF NEWINGTON
 Status of Expenditures, by Activity (Department)
 As of February 3, 2014

FUNCTION & ACTIVITY	Revised Budget FY 2013-14	Spent / Encumbered As of 2/3/14	Estimated To Be Spent/Enc. As of 6/30/14	Estimated Unencumbered Balance (Deficit) As of 6/30/14
700 Public Library				
710 Library Operations	1,688,778	895,258	1,678,662	10,116
730 Hubbard Book Fund	30		30	
Total	<u>1,688,808</u>	<u>895,258</u>	<u>1,678,692</u>	<u>10,116</u>
800 Parks & Recreation				
810 Administration	319,288	182,181	328,162	(8,874)
830 Grounds Maintenance	1,237,186	652,439	1,273,611	(36,425)
Total	<u>1,556,474</u>	<u>834,621</u>	<u>1,601,773</u>	<u>(45,299)</u>
900 Insurance-Miscellaneous				
910 Municipal Insurance	1,080,360	891,799	1,080,360	-
930 Greater Htfd Transit Dist	2,930	2,930	2,930	-
940 Employee Benefits	7,172,941	5,787,288	7,172,941	-
950 Donations & Contributions	20,000	7,500	20,000	-
960 Contingency	662,343	43,468	274,177	388,166 *
Total	<u>8,938,574</u>	<u>6,732,985</u>	<u>8,550,408</u>	<u>388,166</u>
1000 Debt Service				
1010 Interest Expense	255,756	127,878	255,756	-
1020 Principal Payments	1,220,000		1,220,000	-
Total	<u>1,475,756</u>	<u>127,878</u>	<u>1,475,756</u>	<u>-</u>
1050 Metropolitan District				
1051 Assessment	3,102,250	2,339,688	3,102,250	-
Total	<u>3,102,250</u>	<u>2,339,688</u>	<u>3,102,250</u>	<u>-</u>
1100 Capital Improvements				
1110 Capital Improvements	4,198,455	4,198,455	4,198,455	-
Total	<u>4,198,455</u>	<u>4,198,455</u>	<u>4,198,455</u>	<u>-</u>
2000 Equipment Reserve				
2500 Equipment Reserve	301,948	301,948	301,948	-
Total	<u>301,948</u>	<u>301,948</u>	<u>301,948</u>	<u>-</u>
3000 Emp Leave Liab Res Fund				
3100 ELLF - Board Of Education	23,200	23,200	23,200	-
3200 ELLF - Town Operations	69,700	69,700	69,700	-
Total	<u>92,900</u>	<u>92,900</u>	<u>92,900</u>	<u>-</u>
Total Town Government Operations	<u><u>39,961,826</u></u>	<u><u>27,000,287</u></u>	<u><u>39,961,826</u></u>	<u><u>-</u></u>

*The Special Contingency appropriation balance will be reduced to \$224,177 after pending transfers to other departments are made.



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: February 07, 2014
Re: NVA Contract

Attached, please find a draft agreement between the Town of Newington and the Newington Volunteer Ambulance Corps, Inc. (NVA) to be discussed at the February 11 Town Council meeting, with action to approve the contract to be considered at a later meeting. **This revised agreement is the result of numerous discussions between representatives of the Newington Volunteer Ambulance Corps, Inc. and the Town. The Agreement has been reviewed by the Town Attorney as well as the attorney for the NVA.**

Attach.

AGREEMENT

BETWEEN

TOWN OF NEWINGTON AND

NEWINGTON VOLUNTEER AMBULANCE CORPS, INC.

FRANK
Rick Scambr
CAROL McLaughlin
Newington EMS
COM

This Agreement, made and entered into this ~~1st day of July, 2012~~ by and between the TOWN OF NEWINGTON, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by John L. Salomone, its Town Manager, duly authorized, hereinafter designated the Town, and NEWINGTON VOLUNTEER AMBULANCE CORPS, INC., acting herein by ~~Charles Mangan~~ Frank L. DeMaio, its President, duly authorized, hereinafter designated as the Volunteer Ambulance.

WITNESSETH:

WHEREAS, the Town wishes to assure that emergency ambulance service continue to be available for its citizens during the hours of 6:00 p.m. to 6:00 a.m. daily, and on weekends and holidays; and

WHEREAS, the Volunteer Ambulance has the equipment and personnel for performing the ambulance services described herein; and

WHEREAS, the Volunteer Ambulance wishes to continue to perform these services; and

WHEREAS, Town and Volunteer Ambulance entered into Agreement dated October 23, 1975; and a revision dated December 1998; and July 2007; and February 2014

WHEREAS, Town and Volunteer Ambulance recognize that certain provisions of said Agreement need to be updated.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, it is agreed by both parties as follows:

1. Prior Agreement: The Agreement between the Town and Volunteer Ambulance dated October 23, 1975 ~~and a revision dated December 1998~~ shall be null and void upon the execution of this Agreement.


and February 2014

2. Scope of Service: Volunteer Ambulance shall provide ambulance services as follows:

A. Except as otherwise provided in this Agreement, ambulance service shall be provided whenever and wherever the Newington Police Department Dispatch Center deems that emergency ambulance service is required by an individual or individuals within the limits of the Town of Newington.

B. Fire standby services shall be provided at the request of the Chief of the Newington Volunteer Fire Department or his duly authorized representative. Fire standby is defined as providing a vehicle capable of fire rehabilitation Services and/or fully staffed ambulance at the scene of a fire in order to provide immediate medical service should such service become necessary.

3. Periods of Service: The parties hereby agree that Volunteer Ambulance shall perform the services prescribed hereunder during the periods of 6:00 p.m. to 6:00 a.m. daily, and all day on weekends as well as certain holidays. It is acknowledged that such schedule may be changed in length and frequency, provided the Town Manager or his designee, and Volunteer Ambulance mutually agree upon such schedule changes.

4. Maintenance of Records: Volunteer Ambulance shall establish and maintain a written record of each call for ambulance service under this Agreement consisting of the date and time of the request for services and the time that the ambulance reached the scene of the accident or emergency. ~~Volunteer Ambulance shall furnish copies of such records to Town upon request.~~

5. Ambulance Staffing: Each ambulance responding to a call for the Town of Newington under this contract shall be staffed with a driver and an attendant. Both the driver and the attendant shall be competent, experienced and fully trained in accordance with current and future standards of the State of Connecticut and be free of any physical defects or disease that may impair their ability to drive or attend an ambulance.

6. Ambulance Equipment: Each vehicle operating as an ambulance shall be specifically designed for the handling of sick and injured persons and shall provide the patient with maximum protection. Each vehicle shall comply with pertinent State of Connecticut statutes and regulations specifying the equipment to be carried on each vehicle at all times.

7. Response for Emergency Ambulance Service: It is agreed by both parties that the time interval from the time Town requests ambulance service to the time the ambulance arrives at the scene of an emergency shall not exceed the response times for the particular type of emergency or call required of any private ambulance service which has contracted with the Town of Newington. In the event the time interval aforementioned exceeds the limits specified, Volunteer Ambulance shall maintain written

reports stating reasons for the failure to respond to the call within the specified time interval. Volunteer Ambulance shall furnish copies of such records to Town upon request.

Volunteer Ambulance shall not be considered as failing to meet these requirements (a) if Town or any of its employees gives Volunteer Ambulance an incorrect address to which to respond; (b) if weather conditions or traffic conditions at the time of the call are so severe as to impede an ambulance's progress; (c) if, while traveling to the scene of the call, the ambulance is involved in a traffic accident of such nature and severity as to prevent it from reaching its destination; (d) in the event of a major disaster, riot, civil disturbances or acts of God; (e) if, when making a request for ambulance service, the Town of Newington representative making the request specifically states that no emergency exists and there is no need for speed.

8. Guarantee: Volunteer Ambulance guarantees and promises not to cancel, terminate, withdraw or suspend its services hereunder except in conformance with the termination procedures specified herein.

9. Termination: This Agreement may be terminated by either party by providing written notification to the other at least ninety (90) days prior to the effective date of termination that it intends to withdraw from this Agreement, provided Town may cancel service for noncompliance with provisions of this Agreement after written notification to Volunteer Ambulance of its intent to do so at least fifteen (15) days prior to the effective date of such cancellation.

10. Compliance with Regulations and Standards: Volunteer Ambulance agrees to comply with all federal, state, and local laws, statutes, ordinances, regulations and standards in any way pertaining to the ambulance services to be performed under this Agreement.

11. Equal Employment Opportunity: Volunteer Ambulance hereby agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his/her race, sex, color, religion, national origin or ancestry.

12. Term: This Agreement shall commence on ~~July 1, 2012~~ and shall terminate on **December 31, 2016**.

Upon approval of the Town Council and signed

by

both authorized parties

13. Scope of Responsibilities: In remuneration for providing the ambulance service herein specified, Town agrees to provide the following to Volunteer Ambulance, limited only by the financial condition of Town:

A. Use of the ambulance building located at 71 John Stewart Drive. In connection therewith the Town shall be responsible, at its cost

and expense, for all infrastructure repairs including but not limited to repair of roof, replacement of heating and air conditioning equipment, upkeep of the grounds and the exterior of the ambulance building. Repairs shall be made in a reasonable period of time. Volunteer Ambulance shall be responsible, at its cost and expense, for maintenance of utilities and the heating and air conditioning systems, interior repairs and interior cosmetic changes. Volunteer Ambulance shall also be responsible for payment of all utility bills, ordinary plumbing repairs and replacement of all light bulbs in the building.

B. The Town shall maintain, at its cost and expense, liability, property and casualty insurance as determined by Town's insurance agent of record for the ambulance building and grounds and shall name Volunteer Ambulance as an additional insured on said liability insurance policy. ~~It is understood between the parties hereto that the vehicles currently used by Volunteer Ambulance and owned by the Town will be conveyed to Volunteer Ambulance at a cost of one dollar per vehicle sometime after the execution of this Agreement.~~ ~~increased~~ Volunteer Ambulance will pay Newington personal property taxes unless Volunteer Ambulance files with the Town Assessor the necessary documents to relieve Volunteer Ambulance, as a charitable organization, of the necessity of paying said taxes. Volunteer Ambulance shall maintain, at its cost and expense, workers' compensation and vehicle insurance ~~and shall name Town as an additional insured on said vehicle insurance policy, until such time as the conveyance as set forth above occurs.~~ Volunteer Ambulance shall, at its cost and expense, maintain insurance covering its personal property within the ambulance building.

C. Town shall provide a deferred compensation (money purchase) plan for the members of Volunteer Ambulance as per agreement between the parties hereto dated March 19, 1991. Town shall also provide a Volunteer Incentive Program for the members of Volunteer Ambulance.

D. Vehicle mechanics services continue to be provided by Town. Parts costs shall be paid for by the Volunteer Ambulance. Fuel and mechanics expenses shall be reimbursed the Town quarterly based upon Volunteer Ambulance usage at Town bid costs.

E. Town shall maintain membership with CMED. Volunteer Ambulance shall pay for annual CMED assessment as the primary user of service.

14. Future Volunteer Ambulance Contributions: Irrespective of the provisions of Section 13 of this Agreement, Volunteer Ambulance recognizes that it may be in a position in the future to fund all or part of the expenses Town incurs pursuant to this Agreement.

The Town of Newington in conjunction with the Volunteer Ambulance will establish a committee to review these future expenses including maintenance and or transfer of the 71 John Stewart Drive to said NVA. Said study will be completed at least six months prior to the expiration date of this contract.

15. Town Use of Ambulance Building: Town and Volunteer Ambulance agree that the building at 71 John Stewart Drive may be utilized by Town for other purposes, as space permits.

16. Notices: Any notice or requirement of providing written communications under this Agreement shall be hand delivered or sent by first class mail, postage prepaid, as follows:

To Volunteer Ambulance: President
Newington Volunteer Ambulance Corps., Inc.
71 John Stewart Drive
Newington, CT 06111

To Town: John L. Salomone (or successor)
Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

17. Applications for Grants: Volunteer Ambulance is the primary EMS provider for the Town of Newington and shall be eligible to apply for and receive State and Federal Grant funding related to EMS for the Town of Newington.

18. Miscellaneous: This Agreement may only be modified in writing signed by both parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day first above mentioned.

TOWN OF NEWINGTON

By _____
John L. Salomone, Town Manager

NEWINGTON VOLUNTEER
AMBULANCE CORPS., INC.

By _____
Frank L. DeMaio ~~Charles Mangan~~, President



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John Salomone, Town Manager
From: Andy Brecher, Economic Development Director
Date: February 06, 2014
Re: DECD Targeted Brownfield Development Program

Newington submitted an application for the Targeted Brownfield Development Program on December 13, 2012.

On May 13, 2013, Governor Malloy announced that Newington was awarded a \$2 million grant for demolition and remediation of the National Welding site buildings. After many months, a Financial Assistance Proposal from the Connecticut Department of Economic and Community Development dated January 30, 2014 has been received. The Town Manager must acknowledge that the proposal has been agreed to and accepted—within thirty days of the date of that proposal. After receiving the accepted proposal from the Town, DECD will engage a private law firm to draft a detailed contract. That contract then will be forwarded to the Town for review and signing. Upon execution by the Town, the contract will be sent to the Attorney General's office for final review and approval—which upon receipt will empower the Commissioner of DECD to fully execute the contract. Thereafter, the necessary funds will need to be authorized and allocated by the State Bond Commission. Finally, DECD must request the funds from the State Comptroller and the Comptroller must make the funds accessible for expenditure. After all of those actions, the funds will finally be available to the Town for their intended purpose. Therefore, a resolution to accept the Financial Assistance Proposal should be considered a first step in the protracted State administrative process to actually receive the grant funds.

As required by the grant program, State funds cannot exceed fifty percent of the project cost. For purposes of the grant, the project consists of acquisition of the property, environmental assessments, demolition of the buildings, abatement of asbestos and PCB's and planning for the disposition of the property [including planning the remediation and monitoring of below surface contamination]. Those tasks have been estimated to have a total cost of \$4,019,150. Newington's share is \$2,019,150, consisting of:

\$1,450,700	Property acquisition [already expended]
\$ 194,650	Environmental assessments [already expended--\$173,000 of which was funded by EPA]
\$ 270,000	Administrative, legal and overhead [mostly to be expended—including Town staff, consultants, appraisals, etc.]
<u>\$ 103,800</u>	Demolition and abatement [the amount not covered by the grant]
\$2,019,150	Subtotal

The State funds will be used for:

\$1,917,500	Demolition and abatement
\$ 7,500	DECD mandatory legal cost
<u>\$ 75,000</u>	Consultant services for project administration [CRDA's fee--assumes Newington approves the proposed resolution to contract with CRDA]
\$2,000,000	Subtotal

\$4,019,150 Total

Funding for Newington's "out-of-pocket" costs comes from the 2012-2013, 2013-2014 and 2014-2015 operating budgets [Town staffing costs including Building Department, Town Planner, Town Engineer and Economic Development Director] and CIP Accounts 30310-88113 and 30420-88329, which have a combined current balance of \$312,044.



Catherine H. Smith
Commissioner

January 30, 2014

Mr. John Salomone
Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

Dear Mr. Salomone:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of Town of Newington's plans to demolish, remediate and redevelop a 3.9-acre brownfield, formerly known as the National Welding Company site, located at 690 Cedar Street, Newington. The town has acquired the site and will demolish and remove the existing structures, characterize the site, and remediate the site to accelerate construction of a major new Transit Oriented Development (TOD). The Town will sell the property to a private developer who will redevelop the property for use as part of the CTFastrak/TOD module. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours.

This proposal represents the Governor's continuing commitment to support Connecticut's municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal please contact Ned Moore, your project manager, at (203) 270-8148.

Sincerely,

Catherine H. Smith
Commissioner

Ronald F. Angelo, Jr., Deputy Commissioner
For Catherine H. Smith, Commissioner

Agreed and Accepted By:

Town of Newington

John Salomone, Town Manager

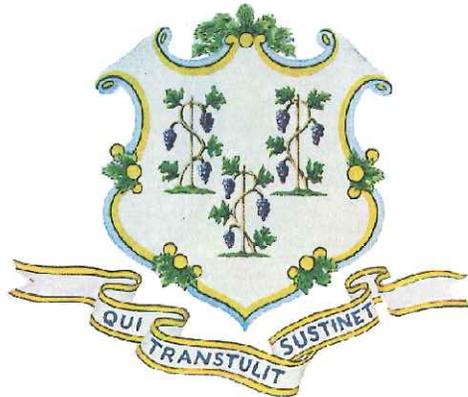
Date

State of Connecticut

Governor Dannel P. Malloy

Department of Economic and Community Development

Commissioner Catherine H. Smith



Financial Assistance Proposal

For

National Welding Demolition Remediation and Reuse Project

The Town of Newington

January 2014

TABLE OF CONTENTS

Background	1
* Applicant Description	
* Project Description	
* Source and Use of Funds	
Financial Assistance	2
* Department of Economic and Community Development Financing	
* Property Restrictions	2
* Administrative and Monitoring Plan	3
* Other Terms and Conditions	6
DECD Contacts	6
* Department of Economic and Community Development Development Manager	
Client Obligation Checklist	7
Next Steps	8
* Project Financing Plan and Budget	
* Municipal Resolution	
Schedule A – Construction Related Documentation	9
Schedule B - DECD and State Single Audit Submission Requirements	10

BACKGROUND

Applicant Description: The Town of Newington is located in Hartford County, in the south central portion of the state. The City of Hartford borders the town to the north and the town is a member of the Capitol Region Council of Governments and Hartford MetroAlliance CEDS district for regional economic development planning purposes. The town had a population of 30,441 in 2011(est.). The town is the quintessential metropolitan suburb. 77% of the 12,660 housing units are single family structures. At \$71,817, the median household income is slightly higher than the state-wide median income of \$69,243 and significantly higher than Hartford's median income of \$29,107.

Project Description: This project consists of the demolition, asbestos abatement and removal at the former 100,000 sq ft. National Welding Company facility that is located at 690 Cedar Street, Newington, CT. The Town of Newington acquired the property through foreclosure and seeks to remove the "blighted, vandalized and vermin-infested" structures from the site. The town proposes to reuse and redevelop the site for Transit Oriented Development (TOD), compatible with final development plans to be adopted by the town. The site is one of the major transit stops for the CT Fastrak commuter bus system that will link New Britain and Hartford. The project site is located on a very prominent parcel of land which is directly across from the Central Connecticut State University. Jackson Labs bio-medical research facility and the UCONN Health Center are also located nearby in the Town of Farmington. Finally, at this juncture, the site development will link and promote access to office and commercial jobs in downtown Hartford.

SOURCE AND USE OF FUNDS

Sources of Funds

Town of Newington	\$ 1,846,150
US Environmental Protection Agency (USEPA)	173,000
DECD – Sec. 13-308, Sec. 4	<u>2,000,000</u>
Total	\$ 4,019,150

Use of Funds

DECD Legal(DECD)	\$ 7,500
Land Acquisition (Town of Newington)	\$ 1,450,700
Environmental Site Characterization: Assessment	\$ 194,650
Demolition and Abatement (DECD)(Newington)	\$ 2,021,300
Administrative (Newington Legal, Soft Costs, Permits, etc.	\$ 270,000
Consultant Services -Admin. (for CRDA)	<u>\$ 75,000</u>
Total	\$ 4,019,150

** The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

FINANCIAL ASSISTANCE PROPOSAL

This financial assistance proposal is based upon the commitment of the Town of Newington (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, "DECD") and under the provisions of the PA 13-308, Sec. 4 proposes a financial assistance package consisting of a grant in the total amount of \$2,000,000. DECD financial assistance shall not exceed \$2,000,000 or fifty percent (50%) of the total project cost as described in this proposal, whichever is less, as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

Applicant:	Town of Newington
DECD Financing:	\$ 2,000,000 Grant
Amount and Use of DECD Funds:	\$ 1,917,500 Abatement and Demolition 75,000 Consultant Services (CRDA) <u>7,500</u> DECD Legal \$ 2,000,000 TOTAL

PROPERTY RESTRICTIONS

Negative Pledge

The Applicant agrees that it will execute a Negative Pledge and Agreement ("Negative Pledge") in a form acceptable to the Commissioner, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the 3.9-acre parcel of land, known as the National Welding site and located at 690 Cedar Street Newington, in whole or in part, without first obtaining the written consent of the Commissioner. The Negative Pledge shall be recorded on the land records of the Town of Newington and shall remain for a period of ten years.

Use Restriction

The Applicant covenants and agrees that the Applicant's property, located shall be for Transit Oriented Development (TOD) for period of 10 years. The Applicant agrees that it shall execute a Declaration of Restrictive Covenant ("the Covenant") in a form acceptable to the Commissioner, which shall be filed on the land records of the Town of Newington. The Covenant shall be enforceable by the State and shall provide that any conveyance of Applicant's property shall be subject to the terms of the Covenant.

ENVIRONMENTAL COMPLIANCE

Environmental Condition of the Real Property

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD. Demolition of major alteration of any building (i.e., building or structure) or site that is listed on the National Register of Historic Places as determined by the State Historic Preservation Office, is subject to

the Connecticut Environmental Policy Act (CEPA).

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

CONSTRUCTION COMPLIANCE

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

ADMINISTRATIVE AND PROJECT MONITORING PLAN

The Applicant shall be required to submit to the DECD a project administration plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD's Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State funds. The plan should address how State funds will be disbursed in conjunction and in accordance with all contractual agreements. The plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

REPORTING

Project Audit

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide (located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>) and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public

accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits. The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

Semi-Annual Project Financial Statements

The Applicant will also be required to provide unaudited Balance Sheet and cumulative Statement of Program Cost to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670> (see accounting manual financial statements). This information shall be due within 30 days after June 30th and December 31st until the Project Financing Plan and Budget expires.

REQUIRED DOCUMENTS

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- NA

PROJECT START/END DATE

For purposes of this proposal this project will have a start date of April 26, 2013, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

EXPIRATION

The Applicant must accept this proposal no later than 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

INSTANCES OF DEFAULT

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

CLOSING AND TRANSACTION COSTS

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD's legal fees.

LABOR COMPLIANCE

Nondiscrimination

The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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 Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

Affirmative Action

The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

Executive Order Number Three

The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination. <http://www.cslib.org/xeorder3.htm>

Executive Order Number Sixteen

The Applicant will comply with Executive Order Number Sixteen, of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workplace Prevention. The Assistance Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen. <http://www.ct.gov/governorowland/cwp/view.asp?A=1328&Q=255942&pp=12&n=1>

Executive Order Number Seventeen

The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. <http://www.cslib.org/xeorder17.htm>

WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project

data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or

- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.

ADDITIONAL TERMS AND CONDITIONS

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under the PA 13-308, Sec. 4 of the Connecticut General Statutes. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

DECD CONTACTS

Project Manager: Your Project Manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

Contact: Ned Moore

Phone #: (860) 270-8148

Director: Your Director is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Tim Sullivan

Phone #: (860) 270-8040

CRDA CONTACTS

Executive Director: The Executive Director and the Capital Region Development Authority, is the Agent is also available to you at any time for issues pertaining to all aspects of your project.

Contact: Michael W. Freimuth

Phone #: (860) 493-2903

CLIENT OBLIGATION CHECKLIST

The following is a brief outline of the documents that will be required to be provided by the municipality over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status	
		1	2	3	4	5	6	7	8	9	10		
State Single Audit (if applicable for non-profits/municipalities) – See Schedule B	Due within 180 days of FYE until all project funds are expended	X	X	X									Until Completion of the project.
Unaudited balance sheet and Cumulative Statement of Program costs	Due every six months until project is complete	X	X	X									Until Completion of the project.

Applicant Initials

Date

NEXT STEPS

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- * Project Financing Plan and Budget
- * Municipal Resolution

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

Department of Economic and Community Development
Office of Brownfield Remediation and Development
505 Hudson Street
Hartford, CT 06106

Attn: Ned Moore, 4th Floor

SCHEDULE A

Schedule of Submissions and Approvals required for State Assistance

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

Submissions to DECD – Start of Project to Construction Completion:

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

DECD Site Development Involvement: DECD requires on and off-site project access on regular basis for review of design and construction developments.

Submissions to DECD Upon Completion of Construction:

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Builts)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

SCHEDULE B

TO: Municipal or Nonprofit Agency Grantee – DECD Program

FROM: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects

SUBJECT: DECD and State Single Audit Submission Requirements

Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
 2. State Single Audit Report or program-specific audit report (if applicable)
 3. Federal Single Audit Report (if applicable)
 4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
-

5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD *Consolidated Audit Guide for DECD Programs* is available at the following Website: <http://www.ct.gov/ecd> under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, “In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed”.

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
- OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:

- *Auditor Notification Form (submit no later than thirty days before the end of the fiscal year of the entity to be audited)*

- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (*submit at least 30 days prior to the end of the six-month filing period*)
- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit within 30 days of completion but no later than the filing period deadline*),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

- Extension Request for Filing Financial and State Single Audit Form
- Appointment of Auditor Notification Form
- State Single Audit Filing Exemption Notification Form

**EXTENSION REQUEST FOR FILING
FINANCIAL AND STATE SINGLE AUDITS**

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a _____ day extension
(Number of days)*
for filing the ____ / ____ / ____ Audited Financial Statements ____ State Single Audit ____ is
(Fiscal Year Ended) (Check applicable reports)
requested until ____ / ____ / ____ for _____
(New filing date) (Name of entity)

Entity Federal Employer Identification Number (FEIN): _____

Entity Address _____

Contact Person & Title _____

Telephone () _____ Facsimile () _____ Email _____

Special Reasons For the Request:

List State Agency(s) providing funds
(To be completed by entity receiving funds) _____

Requested by:
Independent Accountant or Accounting Firm _____

Address _____

_____ Zip _____

Telephone () _____ Facsimile () _____ Email _____

Independent Auditor's Signature Date _____ Auditee CEO's Signature Date _____

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

<p><u>FOR OPM ACTION ONLY</u></p> <p>Extension Approved ____ Denied ____ Date ____ / ____ / ____ For OPM _____</p> <p>Date Auditor Notified: ____ / ____ / ____ Date State Agencies Notified: ____ / ____ / ____</p> <p>Comments _____</p>
--

* Requests for extensions should not exceed 30 days per request.

<http://www.opm.state.ct.us/igp/services/Audits.htm>

APPOINTMENT OF AUDITOR NOTIFICATION

To: *Office of Policy and Management*
Intergovernmental Policy Division
Municipal Finance Services
450 Capitol Avenue – MS-54MFS
Hartford, Connecticut 06106-1308
Tel.(860) 418-6400 Fax (860) 418-6493 E-Mail lori.stevenson@po.state.ct.us

From: Entity Name _____
Entity Address _____
_____ Zip _____
Federal Employer Identification Number (FEIN) _____
Chief Fiscal Officer (Municipal) _____
Executive Director (Nonprofit) _____
Telephone (with area code) _____ Facsimile _____
Internet E-Mail Address _____
Chair, Board of Directors (Nonprofit) _____
Telephone Number of Bd. Chairman _____

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:

Name _____
Address _____
_____ Zip _____
State of CT Board of Accountancy CPA Firm Permit to Practice Number _____
Contact Person & Title _____
Telephone (with area code) _____ Facsimile _____
Internet E-mail Address _____

- 2. Fiscal Period(s) of Audit From _____ To _____, From _____ To _____
- 3. Appointment Date of Auditor _____
- 4. Name/Title of Appointing Authority _____

<http://www.opm.state.ct.us/igp/services/Audits.htm>

[ORGANIZATION'S LETTERHEAD]

STATE SINGLE AUDIT
FILING EXEMPTION NOTIFICATION

Date: _____

Lori Stevenson, Executive Secretary
Municipal Finance Services
Office of Policy and Management
450 Capitol Avenue MS#54MFS
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended _____, the total expenditures of State financial assistance was less than \$300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was \$ _____.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: _____

Name of Nonprofit: _____

Address: _____

_____ Zip _____

Telephone: (____) _____ Facsimile (____) _____ Email _____

Very truly yours,

Chief Executive Officer

Chief Financial Officer

cc: Michael J. Lettieri, Community Development Director
Office of Financial Review and Special Projects
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.
<http://www.opm.state.ct.us/igp/services/Audits.htm>



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: February 03, 2014
Re: Resignation: Gloria Olesen—Environmental Quality Commission

I am attaching a copy of the email communication submitted by Gloria Olesen who is resigning as a Newington Volunteer Ambulance representative on the Environmental Quality Commission effective 1/31/14. Ms. Olesen was serving a term from 12/10/13 – 11/30/15.

Pursuant to §8-21 of the Newington Code of Ordinances, the Town Council is the appointing authority.

Lane, Tanya D.

From: gloria1949@cox.net
Sent: Friday, January 31, 2014 11:24 AM
To: Lane, Tanya D.
Subject: Resignation

Tanya ~ As requested.

It is with deep regret that I have to resign my seat on the Environments Quality Commission, which I serve as the NVA representative. I have had to resign from NVA Board of Directors due to personal reason and can no longer serve on this commission. I have sent a letter to Chairman Michael Fox.

RECEIVED & RECORDED IN
NEWINGTON LAND RECORDS

2014 JAN 31 P 2:08

BY *Tanya D Lane*
TOWN CLERK

AGENDA ITEM: VII.C

DATE: 2-11-14

RESOLUTION NO.: _____

8. Conservation Commission

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

Name	Address	Party	Term	Replaces
Alternate: Alan Paskewich	100 Cambria Avenue	D	Immed – 11/30/17	A. Paskewich (term exp. 11/30/13)
Alternate:			Immed. – 11/30/15	Vacant

14. Board of Ethics

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

Name	Address	Party	Term	Replaces
Joanne Shulman	155 Brentwood Road	D	12/1/13 – 11/30/17	M. Camilli (term exp. 11/30/13)
			12/1/13 – 11/30/17	F. Marci (term exp. 11/30/13)
			12/1/13 – 11/30/17	A. Skidgell (term exp. 11/30/13)
			Immed – 11/30/16	Vacant
			Immed – 11/30/16	Vacant
Alternate:			Immed – 11/30/16	Vacant

16. Board of Fire Commissioners

Name	Address	Party	Term	Replaces
Brian Gallagher	23 Crestview Drive	D	Immed. – 11/14/17	R. Seiler (deceased)

26. STEM Academy Project Building Committee

3 members: 2 NTC, 1 BOE

Name	Address	Party	Term	Replaces
NTC Rep: David Nagel	1175 Willard Avenue	R	NTC Term	N/A

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

IHCC Committee
1. Daniel Dinunzio (R)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII

DATE: 2-11-14

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$4,297.07 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 – February 11, 2014

Hyundai Lease Titling Trust 3161 Michelson Dr. Ste. 1900 Irvine, CA 92612	\$285.12
MTP Auto Leasing Svc. Inc. 247-25 Jericho Tpke. Bellerose, NY 11426	\$363.91
Tatsiana Plaksina 221 Cottonwood Road Newington, CT 06111	\$34.30
Harry or Scott Abery 71 Pine Hill Road Tolland, CT 06084	\$264.73
Frank Ancona 20 Stonewall Court Newington, CT 06111	\$17.02
Rebecca Colton 60 Southwood Road Newington, CT 06111	\$100.18
Mark Baranski 143 Adrian Avenue Newington, CT 06111	\$34.44
Corelogic Services LLC P.O. Box 961230 Fort Worth, TX 76161-0230	\$2,378.38
William Sweeney Jr. 77 Southwood Road Newington, CT 06111	\$49.61
Karen or Andre Senteio 6 Pepper Bush Lane Newington, CT 06111	\$44.63
Mark Mooney 47 Long Street Newington, CT 06111	\$122.11
Angel Ramos 223 Lowrey Pl., Apt. 1 Newington, CT 06111	\$55.76
Kathleen Gorman 30 Cobblestone Ct. Newington, CT 06111	\$154.36
George Harris 11 Buck Street Newington, CT 06111	\$61.91
Lawrence or Rosemary Roy 14 Marvis Street Newington, CT 06111	\$225.99
Phillip Bucchi Jr. 118 Michael Lane Newington, CT 06111	\$104.62
Total	\$4,297.07