



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

MAYOR BETH DELBUONO

NEWINGTON TOWN COUNCIL REGULAR MEETING AGENDA

**Town Council Chamber, Room 103 – Town Hall
200 Garfield Street**

Tuesday, February 8, 2022, 7:00 P.M.

This meeting will be presented as a Zoom Webinar/Meeting. Information on how to attend will be posted on the website at <https://www.newingtonct.gov/virtualmeetingschedule>

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. AWARDS/PROCLAMATIONS
 - A. Retirement – Timothy Cunningham, Police Department
- V. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)
(4 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
 - A. Public Comments
 - B. Email Correspondence
- VI. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- VII. EXECUTIVE SESSION
 - A. Personnel §1-200(6)(A) – Town Manager Evaluation
- VIII. CONSIDERATION OF OLD BUSINESS
 - A. Health Update – COVID-19
 - B. Mid-Year Budget Transfers
 - C. Tax Assessment Fixing Agreements at 3333 Berlin Turnpike
 - D. Town Manager Evaluation
 - E. Initiate Charter Revision Process
- IX. NEW BUSINESS (**Action May Be Taken by Waiving the Rules**)
 - A. Central Connecticut Health District (CCHD) Annual Update
 - B. MUNIS Presentation
 - C. Anna Reynolds School PCR Submission – Authorization to Bid
 - D. Recommended Changes to the Town Council Rules of Procedure
- X. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Resignation – Board of Ethics
 - B. Resignations – Board of Parks & Recreation
 - C. Appointments – Various Boards
- XI. REFUNDS (**Action Requested**)
 - A. Approval of February 8, 2022 Refunds for an Overpayment of Taxes

XII. MINUTES OF PREVIOUS MEETINGS

- A. October 13, 2020 Public Hearing Minutes
- B. January 25, 2022 Regular Meeting Minutes

XIII. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER

XIV. COUNCIL LIAISON/COMMITTEE REPORTS

XV. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)

XVI. REMARKS BY COUNCILORS

XVII. ADJOURNMENT

AGENDA ITEM IV.A

DATE: 2/8/2022

RESOLUTION NO. 2022-

PROCLAMATION

WHEREAS, Timothy Cunningham was hired as a Police Officer for the Town of Newington on May 5, 2005; and

WHEREAS, In June 2008, Officer Timothy Cunningham received a written commendation for a Bertucci's robbery; and

WHEREAS, In 2009, Timothy Cunningham was appointed Student Resource Officer and was appointed to the Youth Adult Council where he served until November, 2013; and

WHEREAS, Officer Timothy Cunningham received an Outstanding Performance/Investigation of the month in December 2011; and

WHEREAS, On July 23, 2017, Timothy Cunningham was assigned to the Patrol Division; and

WHEREAS, Timothy Cunningham was promoted to Master Police Officer on January 3, 2021; and

WHEREAS, Master Police Officer Timothy Cunningham received various letters and thank you notes of appreciation from residents, Newington Public Schools and the Department of Human Services; and

WHEREAS, Master Police Officer Timothy Cunningham received commendation letters from surrounding police departments including Wethersfield Police, West Hartford Police, and Middletown Police; and

WHEREAS, After 16+ years of service, Master Police Officer Timothy Cunningham retired from the Newington Police Department on January 31, 2022; and

NOW THEREFORE BE IT RESOLVED, that the Newington Town Council hereby recognizes and extends its sincere appreciation to Master Police Officer Timothy Cunningham for his professional service and dedication to the Town and wishes him the best in his retirement.

Dated in Newington, Connecticut, this 8th day of February, 2022.

Beth DelBuono, Mayor

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.A

DATE: 2/8/2022

RESOLUTION NO. 2022

RESOLVED,

That the Newington Town Council, in accordance with CGS §1-200(6)(A) hereby moves to go into Executive Session, and invites the Town Council members, the Mayor and Keith Chapman, Town Manager, if necessary, to discuss a Personnel issue: Town Manager.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 3, 2022
Re: Health Update – COVID-19

Keith Chapman, Town Manager, will update the Town Council on the status of the COVID-19 virus and the actions being taken within the municipality.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 4, 2022
Re: Mid-Year Transfers

During the January 25, 2022 Regular Meeting, Janet Murphy, Director of Finance reviewed proposed transfers for the 2021-2022 Budget year. Under the Newington Charter, Chapter C-808, transfers may take place during the last six months of the Fiscal Year.

Included as part of this item is a Resolution for the Mid-year transfers, certified free of encumbrances, within the General Fund. Additionally, separate Resolutions for the transfer of CIP funds and a transfer of the bonding interest premium to the General Fund for interest payments.

Attachments:

- Resolution – General Fund Transfers for 2021-2022 Fiscal Year
- Resolution – CIP Fund Transfers
- Resolution – Transfer of Bond Premium for Interest Payments

AGENDA ITEM: VIII.B1

DATE: 2/8/2022

RESOLUTION NO. 2022-

CERTIFICATION:

In accordance with Section 808 of the Town Charter, I hereby certify that there exists, free from encumbrances, in the following appropriations in General Fund, the amounts listed below:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
960	Contingency	\$199,810

Janet Murphy, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds to the following accounts in the General Fund:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
110	Town Council	\$2,170
150	Finance	\$14,900
170	Town Clerk	\$4,660
180	Personnel	\$14,960
190	General Services	\$7,000
210	Police Department	\$128,000
280	Hydrants	\$420
310	Engineering	\$2,500
420	Town Planner	\$5,200
450	Building	\$5,000
610	Human Services	\$7,500
810	Parks & Recreation	\$7,500

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII.B2

DATE: 2/8/2022

RESOLUTION NO. 2022-

CERTIFICATION:

In accordance with Section 808 of the Town Charter, I hereby certify that there exists, free from encumbrances, in the following appropriations in the Capital Improvement Fund, the amounts listed below.

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
30197-88411	Computer Replacement	\$1,636,324.89
30195-88121	Town Hall Irrigation System	\$10,425

Janet Murphy, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds in the Capital Improvement Fund to the following accounts in the Technology Fund and Capital Improvement Fund:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
3006	Transfer from Capital Improvement	\$1,636,324.89
30195-88111	General Property Improvement	\$10,425

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII.B3

DATE: 2/8/2022

RESOLUTION NO. 2022-

CERTIFICATION:

In accordance with Section 808 of the Town Charter, I hereby certify that there exists, free from encumbrances, in the following appropriations in the CIP Building Fund, the amounts listed below.

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
31110-8550	Transfer to the General Fund	\$448,500

Janet Murphy, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds in the CIP Building Fund to the following account:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
11014-8220	Interest Expense	\$448,500

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 4, 2021
Re: Tax Assessment Fixing Agreements at 3333 Berlin Turnpike

During the January 25th Town Council meeting the Town Council reviewed a request to approve two Tax Assessment Fixing Agreements for development at 3333 Berlin Turnpike. The Grossman Development Group LLC is requesting it for the retail development and Criterion Development Partners LLC is requesting for the residential development proposed at the site.

Included are two (2) Resolution, with copies of the related Tax Assessment Fixing Agreement for action by the Town Council this evening.

Attachments:

- Resolution, with Tax Assessment Fixing Agreement between the Town of Newington & Grossman Development Group LLC
- Resolution, with Tax Assessment Fixing Agreement between the Town of Newington & Criterion Development Partners LLC

AGENDA ITEM: VIII.C1

DATE: 2/8/2022

RESOLUTION NO 2022-

**TAX ASSESSMENT FIXING AGREEMENT FOR
GROSSMAN DEVELOPMENT GROUP LLC AT
3333 BERLIN TURNPIKE**

WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, inter alia, that any municipality may enter into a written agreement with any party owning an interest in real property in such municipality fixing the assessment of the real property, and all improvements thereon or therein and to be constructed thereon or therein, for a period of not more than ten (10) years, provided the cost of such improvements to be constructed is not less than Ten Million Dollars (\$10,000,000.00) and are constructed for certain uses which include office, manufacturing, permanent or transient residential, retail, warehouse, storage or distribution, structured multilevel parking in connection with a mass transit system, and information technology, recreational facilities or transportation facilities; and

WHEREAS, Rocky River Realty Company owns an interest in the property set forth above in Newington, Connecticut ("Property"). Said property is more particularly bounded and described as set forth in Schedule A to be attached hereto and made a part hereof; and

WHEREAS, Grossman Development Group LLC has indicated its intent, if it receives the tax benefits herein provided for, to construct improvements to the Property which will permit it to locate a multi-tenant retail center, and

WHEREAS, such improvements consist of no less than 79,000 square feet of new construction; and

WHEREAS, said Facility, will contain approximately Twenty-Two Million Dollars (\$22,000,000.00) of fully taxable real property upon completion; and

WHEREAS, the Facility as proposed, will meet the conditions and requirements for entering tax assessment agreements contained in Section 12-65b of the Connecticut General Statutes, as amended; and

WHEREAS, as an inducement to Grossman Development Group LLC to construct the improvements, the Town deems it desirable to enter into an agreement fixing the assessment with respect to the improvements; and

WHEREAS, the Town, Rocky River Realty Company and Grossman Development Group LLC each have full right and lawful authority to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED:

That a tax assessment fixing agreement with Rocky River Realty Company and/or Grossman Development Group LLC is hereby approved in accordance with Section 12-65b of the Connecticut General Statutes, as amended, and Keith Chapman, Town Manager, is authorized to execute an agreement on behalf of the Town, once all required approvals have been granted.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TAX ASSESSMENT FIXING AGREEMENT

AGREEMENT ("Agreement") made this ____ th day of _____ and between *Grossman Development Group LLC*, a Massachusetts Limited Liability Company, *Rocky River Realty Company*, a Connecticut company, and, the *Town of Newington*, a municipal corporation located in the County of Hartford and State of Connecticut (hereinafter referred to as the "Town").

PREAMBLE

WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, inter alia, that any municipality may enter into a written agreement with any party owning an interest in real property in such municipality fixing the assessment of the real property and all improvements thereon or therein and to be constructed thereon or therein for a period of not more than ten (10) years, provided the cost of such improvements to be constructed is not less than Ten Million Dollars (\$10,000,000) Dollars and are constructed for certain uses which include office, manufacturing, permanent or transient residential, retail, warehouse, storage or distribution, and structured multilevel parking in connection with a mass transit system, information technology or transportation facilities; and

WHEREAS, *Rocky River Realty Company* owns an interest in the property set forth above in, Newington, Connecticut ("Property"). Said property is more particularly bounded and described as set forth in Schedule A attached hereto and made a part hereof; and

WHEREAS, *Grossman Development Group LLC* has indicated its intent, if it receives the tax benefits herein provided for, to construct improvements to the Property which will permit it to operate a multi-unit retail Facility;

WHEREAS, such improvements, will be based upon new construction as approved by the Newington Town Planning & Zoning Commission and

WHEREAS, said Facility will contain approximately Twenty-Two Million Dollars (\$22,000,000) of fully taxable real property upon completion; and

WHEREAS, the Facility as proposed, will meet the conditions and requirements for entering tax assessment agreements contained in Section 12-65b of the Connecticut General Statutes, as amended; and

WHEREAS, as an inducement to *Grossman Development Group LLC* to construct the improvements, the Town deems it desirable to enter into an agreement fixing the assessment with respect thereto; and

WHEREAS, the *Town, Rocky River Realty Company*, and *Grossman Development Group LLC* each have full right and lawful authority to enter into this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I - UNDERTAKING

1. Compliance with Statutory Requirements. *Rocky River Realty Company and Grossman Development Group LLC* understands and acknowledges that the availability of this Agreement and the benefits to them both conferred hereby, is expressly conditioned on complying with the requirements of Section 12-65b of the Connecticut General Statutes. In the event that either (i) the aggregate cost of such improvements is not less than approximately Ten Million (\$10,000,000) Dollars, or (ii) the improvements are not used for purposes listed in Section 12-65b(b), or in any other way the terms of this Agreement do not meet the requirements of C.G.S. § 12-65b, this Agreement and the tax assessment fixed hereby shall be null and void and *Rocky River Realty Company and Grossman Development Group LLC* shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

2. Cost of Improvements. Notwithstanding the provisions of Paragraph 1. of this Agreement, this Agreement is contingent upon the aggregate costs of *Rocky River Realty Company and Grossman Development Group LLC* improvements being not less than Twenty-Two Million (\$22,000,000) Dollars. This Agreement and the tax assessment fixed hereby shall be null and void *Rocky River Realty Company and Grossman Development Group LLC* shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

3. Fixed Assessment Period. *The Town, Rocky River Realty Company and Grossman Development Group LLC* agree that the tax abatement on the improvements during the ten (10) consecutive years (Fixed Assessment Period) commencing with the assessment made with respect to the Grand List for the first year following the issuance of the first Temporary or Full Certificate of Occupancy by the Newington Building Official, (which ever shall be issued first) shall be fixed on the Grand List of the Town for the "Fixed Assessment Period" at Fifty (50%) Percent of the real estate taxes that would be due under the conventional method of valuation and assessment of the Town.

4. Appeal Rights Not Affected. Nothing contained herein shall be construed as waiving any right ***Rocky River Realty Company and Grossman Development Group LLC*** may have to contest or appeal any assessment made or tax imposed by any taxing authority (other than the assessment fixed hereunder) in the manner provided by law with respect to the Property, Facility, any of the improvements or any other property owned or leased by ***Rocky River Realty Company and Grossman Development Group LLC***.

5. Termination: If ***Rocky River Realty Company and Grossman Development Group LLC*** in good faith determines that it is not economically feasible to proceed with the development of the Facility, or any time during the Fixed Assessment Period, abandons or vacates the Facility, either party may terminate this Agreement upon thirty (30) days written notice thereof to the other party.

6. Property Taxes: As a condition of this agreement, ***Rocky River Realty Company and Grossman Development Group LLC*** (or its successor) agrees to keep all property taxes levied on this property current during the term of this agreement. If at any time during the term of this agreement, the property taxes on this parcel become delinquent, the taxpayer shall have thirty (30) days to bring them current.

It they fail to do so within (30) thirty days, then this agreement becomes null and void and the taxpayer shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

7. Income & Expense Report: Pursuant to Section 12-63(b) and 12-63(c), of the Connecticut General Statutes, as a condition of this agreement, ***Rocky River Realty Company and Grossman Development Group LLC*** (or its successor) agrees to comply with the legal requirement of filing the annual Income & Expense Report with the Town Assessor, as prescribed by law. Failure to comply with this provision of the Connecticut General Statutes in the timeframe prescribed, will result in this Agreement to become null and void and the taxpayer shall be responsible for and shall pay for the full amount of taxes which would have been normally due and payable in the absence of this Agreement.

ARTICLE II - MISCELLANEOUS

1. Interest of Successors. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any person or entity succeeding to the interest of a party shall succeed to all of such party's rights, interest and obligations hereunder, subject to all of the terms and conditions of this Agreement.

2. Right to Transfer. The obligations of *the Town, Rocky River Realty Company* and *Grossman Development Group LLC* under this Agreement are continuing obligations which shall survive transfer of all or any portion of the Property or the Facility, provided that the use of the Property continues to be in compliance with Section 12-65b of the Connecticut General Statutes, as amended.

3. Entire Agreement. This Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the assessment of real property and imposition of real property taxes, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to said assessment and imposition other than as set forth herein.

4. Amendments: This agreement shall not be modified or amended unless in writing and signed by both parties.

5. Paragraph Headings: The paragraph headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its' provisions.

6. Severability: A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.

7. Applicable Law: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their seals hereto, as of the day first above mentioned.

Signed and Delivered in
The presence of:

TOWN OF NEWINGTON

By _____
Keith Chapman, Town Manager

Rocky River Realty Company

By _____
Its Duly Authorize

Grossman Development Group, LLC

By _____
Its Duly Authorized

On this _____ th day of _____, 2022, before me, the undersigned, personally appeared, **Keith Chapman**, known to me (or satisfactory known to me) subscribed to the within Instrument and acknowledged that he is the Town Manager of the **Town of Newington**, and that he, in such capacity being authorized to do so, executed the same for the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Town of Newington**, before me.

Notary Public/
Commissioner of the Superior Court

STATE OF CONNECTICUT)

ss: Newington

, 2022

COUNTY OF HARTFORD

On this _____ th day of _____, 2022, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he/she is the _____ of **Rocky River Realty Company**, and that he/she, in such capacity being authorized to do so, executed the same of the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Rocky River Realty Company**, before me.

Notary Public/
Commissioner of the Superior Court

STATE OF CONNECTICUT)

ss: Newington

, 2022

COUNTY OF HARTFORD

On this _____ th day of _____, 2022, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he/she is the _____ of **Grossman Development Group LLC**, and that he/she, in such capacity being authorized to do so, executed the same of the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Grossman Development Group LLC**, before me.

Notary Public/
Commissioner of the Superior Court

(STATE OF CONNECTICUT)

ss: Newington

, 2022

COUNTY OF HARTFORD

AGENDA ITEM: VIII.C2

DATE: 2/8/2022

RESOLUTION NO 2022-

**TAX ASSESSMENT FIXING AGREEMENT FOR
CRITERION DEVELOPMENT PARTNERS LLC AT
3333 BERLIN TURNPIKE**

WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, inter alia, that any municipality may enter into a written agreement with any party owning an interest in real property in such municipality fixing the assessment of the real property, and all improvements thereon or therein and to be constructed thereon or therein, for a period of not more than ten (10) years, provided the cost of such improvements to be constructed is not less than Ten Million Dollars (\$10,000,000.00) and are constructed for certain uses which include office, manufacturing, permanent or transient residential, retail, warehouse, storage or distribution, structured multilevel parking in connection with a mass transit system, and information technology, recreational facilities or transportation facilities; and

WHEREAS, Rocky River Realty Company owns an interest in the property set forth above in Newington, Connecticut ("Property"). Said property is more particularly bounded and described as set forth in Schedule A to be attached hereto and made a part hereof; and

WHEREAS, Criterion Development Partners LLC has indicated its intent, if it receives the tax benefits herein provided for, to construct improvements to the Property which will permit it to locate a multi-unit residential development consisting of 269 units, and

WHEREAS, such improvements consist of no less than 314,000 square feet of new construction; and

WHEREAS, said Facility, will contain approximately Sixty Million Dollars (\$60,000,000.00) of fully taxable real property upon completion; and

WHEREAS, the Facility as proposed, will meet the conditions and requirements for entering tax assessment agreements contained in Section 12-65b of the Connecticut General Statutes, as amended; and

WHEREAS, as an inducement to Criterion Development Partners LLC to construct the improvements, the Town deems it desirable to enter into an agreement fixing the assessment with respect to the improvements; and

WHEREAS, the Town, Rocky River Realty Company and Criterion Development Partners LLC each have full right and lawful authority to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED:

That a tax assessment fixing agreement with Rocky River Realty Company and/or Criterion Development Partners LLC is hereby approved in accordance with Section 12-65b of the Connecticut General Statutes, as amended, and Keith Chapman, Town Manager, is authorized to execute an agreement on behalf of the Town, once all required approvals have been granted.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TAX ASSESSMENT FIXING AGREEMENT

AGREEMENT ("Agreement") made this ____ th day of _____ and between *Criterion Development Partners LLC*, a Massachusetts Limited Liability Company, *Rocky River Realty Company*, a Connecticut company, and, the *Town of Newington*, a municipal corporation located in the County of Hartford and State of Connecticut (hereinafter referred to as the "Town").

PREAMBLE

WHEREAS, Section 12-65b of the Connecticut General Statutes, as amended, provides, inter alia, that any municipality may enter into a written agreement with any party owning an interest in real property in such municipality fixing the assessment of the real property and all improvements thereon or therein and to be constructed thereon or therein for a period of not more than ten (10) years, provided the cost of such improvements to be constructed is not less than Ten Million Dollars (\$10,000,000) Dollars and are constructed for certain uses which include office, manufacturing, permanent or transient residential, retail, warehouse, storage or distribution, and structured multilevel parking in connection with a mass transit system, information technology or transportation facilities; and

WHEREAS, *Rocky River Realty Company* owns an interest in the property set forth above in, Newington, Connecticut ("Property"). Said property is more particularly bounded and described as set forth in Schedule A attached hereto and made a part hereof; and

WHEREAS, *Criterion Development Partners LLC* has indicated its intent, if it receives the tax benefits herein provided for, to construct improvements to the Property which will permit it to operate a multi-unit residential housing Facility;

WHEREAS, such improvements, will be based upon new construction as approved by the Newington Town Planning & Zoning Commission and

WHEREAS, said Facility will contain approximately Sixty Million Dollars (\$60,000,000) of fully taxable real property upon completion; and

WHEREAS, the Facility as proposed, will meet the conditions and requirements for entering tax assessment agreements contained in Section 12-65b of the Connecticut General Statutes, as amended; and

WHEREAS, as an inducement to *Criterion Development Partners LLC* to construct the improvements, the Town deems it desirable to enter into an agreement fixing the assessment with respect thereto; and

WHEREAS, the *Town, Rocky River Realty Company*, and *Criterion Development Partners LLC* each have full right and lawful authority to enter into this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I - UNDERTAKING

1. Compliance with Statutory Requirements. *Rocky River Realty Company and Criterion Development Partners LLC* understands and acknowledges that the availability of this Agreement and the benefits to them both conferred hereby, is expressly conditioned on complying with the requirements of Section 12-65b of the Connecticut General Statutes. In the event that either (i) the aggregate cost of such improvements is not less than approximately Ten Million (\$10,000,000) Dollars, or (ii) the improvements are not used for purposes listed in Section 12-65b(b), or in any other way the terms of this Agreement do not meet the requirements of C.G.S. § 12-65b, this Agreement and the tax assessment fixed hereby shall be null and void and *Rocky River Realty Company and Criterion Development Partners LLC* shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

2. Cost of Improvements. Notwithstanding the provisions of Paragraph 1. of this Agreement, this Agreement is contingent upon the aggregate costs of *Rocky River Realty Company and Criterion Development Partners LLC* improvements being not less than Sixty Million (\$60,000,000) Dollars. This Agreement and the tax assessment fixed hereby shall be null and void *Rocky River Realty Company and Criterion Development Partners LLC* shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

3. Fixed Assessment Period. *The Town, Rocky River Realty Company and Criterion Development Partners LLC* agree that the tax abatement on the improvements during the ten (10) consecutive years (Fixed Assessment Period) commencing with the assessment made with respect to the Grand List for the first year following the issuance of the first Temporary or Full Certificate of Occupancy by the Newington Building Official, (which ever shall be issued first) shall be fixed on the Grand List of the Town for the "Fixed Assessment Period" at Fifty (50%) Percent of the real estate taxes that would be due under the conventional method of valuation and assessment of the Town.

4. Appeal Rights Not Affected. Nothing contained herein shall be construed as waiving any right ***Rocky River Realty Company and Criterion Development Partners LLC*** may have to contest or appeal any assessment made or tax imposed by any taxing authority (other than the assessment fixed hereunder) in the manner provided by law with respect to the Property, Facility, any of the improvements or any other property owned or leased by ***Rocky River Realty Company and Criterion Development Partners LLC***

5. Termination: If ***Rocky River Realty Company and Criterion Development Partners LLC*** in good faith determines that it is not economically feasible to proceed with the development of the Facility, or any time during the Fixed Assessment Period, abandons or vacates the Facility, either party may terminate this Agreement upon thirty (30) days written notice thereof to the other party.

6. Property Taxes: As a condition of this agreement, ***Rocky River Realty Company and Criterion Development Partners LLC*** (or its successor) agrees to keep all property taxes levied on this property current during the term of this agreement. If at any time during the term of this agreement, the property taxes on this parcel become delinquent, the taxpayer shall have thirty (30) days to bring them current.

It they fail to do so within (30) thirty days, then this agreement becomes null and void and the taxpayer shall be responsible for and shall pay for the full amount of the taxes which would have been due and payable to the Town in the absence of this Agreement.

7. Income & Expense Report: Pursuant to Section 12-63(b) and 12-63(c), of the Connecticut General Statutes, as a condition of this agreement, ***Rocky River Realty Company and Criterion Development Partners LLC*** (or its successor) agrees to comply with the legal requirement of filing the annual Income & Expense Report with the Town Assessor, as prescribed by law. Failure to comply with this provision of the Connecticut General Statutes in the timeframe prescribed, will result in this Agreement to become null and void and the taxpayer shall be responsible for and shall pay for the full amount of taxes which would have been normally due and payable in the absence of this Agreement.

ARTICLE II - MISCELLANEOUS

1. Interest of Successors. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any person or entity succeeding to the interest of a party shall succeed to all of such party's rights, interest and obligations hereunder, subject to all of the terms and conditions of this Agreement.

2. Right to Transfer. The obligations of *the Town, Rocky River Realty Company* and *Criterion Development Partners LLC* under this Agreement are continuing obligations which shall survive transfer of all or any portion of the Property or the Facility, provided that the use of the Property continues to be in compliance with Section 12-65b of the Connecticut General Statutes, as amended.

3. Entire Agreement. This Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the assessment of real property and imposition of real property taxes, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to said assessment and imposition other than as set forth herein.

4. Amendments: This agreement shall not be modified or amended unless in writing and signed by both parties.

5. Paragraph Headings: The paragraph headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its' provisions.

6. Severability: A ruling by any court or administrative body that a portion of this Agreement is invalid or unconstitutional shall have no effect on the other terms hereof which shall remain in full force and effect and binding on the parties hereto.

7. Applicable Law: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their seals hereto, as of the day first above mentioned.

Signed and Delivered in
The presence of:

TOWN OF NEWINGTON

By _____
Keith Chapman, Town Manager

Rocky River Realty Company

By _____
Its Duly Authorize

Criterion Development Partners, LLC

By _____
Its Duly Authorized

On this _____ th day of _____, 2022, before me, the undersigned, personally appeared, **Keith Chapman**, known to me (or satisfactory known to me) subscribed to the within Instrument and acknowledged that he is the Town Manager of the **Town of Newington**, and that he, in such capacity being authorized to do so, executed the same for the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Town of Newington**, before me.

Notary Public/
Commissioner of the Superior Court

STATE OF CONNECTICUT)

ss: Newington

, 2022

COUNTY OF HARTFORD

On this _____ th day of _____, 2022, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he/she is the _____ of **Rocky River Realty Company**, and that he/she, in such capacity being authorized to do so, executed the same of the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Rocky River Realty Company**, before me.

Notary Public/
Commissioner of the Superior Court

STATE OF CONNECTICUT)

ss: Newington

, 2022

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On this _____ th day of _____, 2022, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he/she is the _____ of **Criterion Development Partners LLC**, and that he/she, in such capacity being authorized to do so, executed the same of the purposes therein contained, and acknowledged the same to be his free act and deed and the free act and deed of said **Criterion Development Partners LLC**, before me.

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Commissioner of the Superior Court

(STATE OF CONNECTICUT)

ss: Newington

, 2022

COUNTY OF HARTFORD



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 3, 2022
Re: Town Manager Evaluation

The Town Council, during the January 25, 2022 Regular Meeting met in Executive Session to discuss the Town Manager evaluation process. Based upon the discussion, the Town Council recommended a bonus for possible adoption this evening. The Town Council also held an Executive Session this evening, prior to public deliberation on this item.

I have included for your use a generic Resolution which can be completed during the meeting.

Attachment:

- Resolution – Town Manager Evaluation -Recommended Bonus

AGENDA ITEM: VIII.D

DATE: 2/8/2022

RESOLUTION NO: 2022-

RESOLVED:

That reflective of the Town Manager's performance during the COVID-19 pandemic, the Town Council; hereby authorizes an individual bonus of \$_____ in addition to the current salary of Keith Chapman, Town Manager.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 4, 2022
Re: Initiate Charter Revision Process

The Town Council, during the January 25, 2022 Regular meeting, acted to initiate the process of revising the current Town Charter. The leadership is currently working on the proposed members of the commission, which must be appointed no later than February 24, 2022, and are proposed for action on February 22nd. Additionally, during the 22nd meeting the Town Council will need to supply the commission with specific charge(s) to review within the Charter. Resolution for each action will be supplied as part of the next meeting.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street
Newington, Connecticut 06111

OFFICE OF THE TOWN MANAGER

Memorandum

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: February 4, 2022
Re: Central Connecticut Health District (CCHD) 2021 Annual Report

Charles Brown, Director of Health for the Central CT Health District (CCHD), has asked to come before the Town Council on Tuesday evening to provide a brief presentation outlining the CCHD's activities over the past year. The local appointed members of the CCHD board have also been invited to attend the meeting.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street
Newington, Connecticut 06111

OFFICE OF THE TOWN MANAGER

Memorandum

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: February 4, 2022
Re: MUNIS Presentation

The Town Council will receive a presentation from a MUNIS representative on the benefits and efficiencies of all Town departments, and the Board of Education on the same financial platform. Included for your review prior to the meeting is a memorandum from Janet Murphy, Director of Finance, that compares the information from the Board of Education software comparison and cost proposal.

Attachment:

- Memorandum from Janet Murphy, Director of Finance to Keith Chapman, Town Manager, dated February 8, 2022



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street Newington, Connecticut 06111

Finance Department

Janet Murphy
Director of Finance

Memorandum

To: Keith Chapman, Town Manager
From: Janet Murphy, Director of Finance
Date: February 8, 2022
Re: BOE Munis Proposal

In August the Board of Education did an analysis of the price proposal that they received from Munis for a new financial system. I have included below a table that they had from that analysis including updates to areas where they had question marks or were incorrect highlighted and I also included an extra column that reflects what the status will be after the planned implantation of the additional modules for the Town.

Software	Town	Board of Education	Town Proposed Project
HR Job Application System	No	Yes - Frontline	Yes - Munis
HR On Boarding System	No	Yes - Frontline	Yes - Munis
Time and Attendance	Yes - No Portal Munis	Yes - Employee Portal Frontline Absence Management	Yes - Munis Employee Portal
Employee Portal (Payroll)	No	Yes - Alio	Yes - Munis
Electronic Timekeeping System	No	Yes - Frontline	Yes - Munis
Human Resource Module	No	Yes - Frontline and Alio	Yes - Munis
General Ledger Module	Yes - Munis	Yes - Alio	Yes - Munis
Budget Module	Yes - Munis	Yes - Alio	Yes - Munis
Accounts Payable Module	Yes - Munis	Yes - Alio	Yes - Munis
Accounts Receivable Module	Yes - Munis not in use	Yes - Alio	Yes - Munis not in use
Purchase Order Module	Yes - Munis	Yes - Alio	Yes - Munis
Payroll Module	Yes - Munis	Yes - Alio (Part of HR Module)	Yes - Munis
Fixed Asset Module	Yes - Munis	No	Yes - Munis
Required Reporting	Yes - Munis	Yes - Alio	Yes - Munis
Document Management	No	Yes - Scan Optics (HR) & Office Scope (BO) Via Canon Network	Yes - Munis
Custom Report Writer	Yes - Munis	Yes - Crystal Reports	Yes - Munis

As the last column shows, all of the software will now be available for the Town in one system instead of the two that the Board of Education now utilizes. The next chart that I am including is the comparison of the project cost proposal that the Board of Education presented with an additional column that reflects the updated Munis proposal after further analysis.

Project Components	Munis Proposal	BOE Informal Estimate	Updated Munis Proposal
Software licensing Fees	\$196,806++	\$60,000+	\$195,624++
Software Maintenance Fees	45,950	\$0	\$0
Implementation Costs	\$179,820	\$50,000	\$188,500
Data Conversion Costs*	\$20,200	\$85,000	\$20,200
Project Management	\$24,700	\$0	\$23,680
Frontline Modifications***	\$0	\$10,000	\$0
Proposal Total	\$467,476	\$205,000	\$428,004
Rebuild Custom Reports**	\$62,400	\$62,400	\$0
Overall Project Estimate	\$529,876	\$267,400	\$428,004
Notes:			
*Only 5 Years Data Conversion			
**Not in Proposal			
***Beyond Munis Scope			
+Based on Cloud Hosting			
++Based on in House Hosting			

Ongoing Annual Costs	Munis	Alio	Alio & Frontline
Software Maintenance Fees	\$53,783	\$21,000	\$99,701

In the Board of Educations' original proposal, they spoke about the functions that Frontline provides but did not include the annual cost for the system or consider replacing that system with Munis. If you replaced both Alio and Frontline with Munis the annual cost reduction for the Board of Education would be approximately \$45,918 per year. This would mean that you would be paid back the cost of implementation of the software in little over 9 years ($\$428,004 / \$45,918 = 9.32$ years). In this cost proposal we also took out the rebuild custom reports fee. This is something that can be done in house and should not require us to pay a consultant \$4,000 for each report.

Board of Education – Summary of Findings:

The following list is from the original Board of Education analysis with our response to each one following their comments:

1. The Munis system does not offer the BOE any new resources or the capability of matching the efficiencies currently available in the Alio system. **Since I do not have any experience with the Alio, I cannot speak to its capabilities or any efficiencies that it has. Off the top of my head I will say that they would gain efficiencies along with the Town side by not having to do dual entries or send all of their information down to my office for recording. Any inquires that they had regarding accounts that the Town holds for the Board of Education they could look at without having to go through my office. All of the purchase orders would be in the same system and we would not have to do as many reconciliations between our system and theirs on accounts.**
2. The annual cost of continuing to use Alio appears to be substantially less than Munis (\$21,000 vs. approximately \$60,000). **The actual annual cost for Munis is \$53,783 which is less than the \$99,701 that they are currently paying for both Alio and Frontline.**
3. The BOE has already implemented several key software modules in Alio that re being investigated for potential adoption on the Town side. The consolidation onto Munis would require the BOE to abandon their advances and start over in the Munis environment. **The Town’s current project to implement the use of new modules in Munis would put us on the same level. I don’t believe that enough research has been done regarding the conversion to state that they would have to abandon all the work that they have already done.**
4. BOE financial operations will be significantly impacted for up to two years while the Munis system matures. Additional staffing will be required to address the uncertainties surrounding a new system startup until BOE staff rebuilds their knowledge base. **This new system should be easier to switch to since you have system experts on the Town side that would be in the same building to assist. Currently the Board of Educations payroll clerk has experience using Munis after coming over from the Town Park and Recreation department where she handled the payroll function.**
5. The benefit identified by the Town Finance Director regarding implementation of ACH disbursement processing is on the cusp of being implemented in the Alio environment. This efficiency will be gained in the current environment. (Update 8/20/21: The Business Office has received notification form Bank of American that will allow the BOE to do ACH processing for both payroll vendor checks and A/P vendor checks. This will allow the BOE to eliminate as many physical checks as possible. This transition to ACH processing will start the week of 8/23/21). **As of today, no ACH payments have been processed for the BOE for their payroll and A/P vendors.**
6. The BOE has moved as many employees as possible to Payroll Direct Deposit. This was also a request from the Town Finance Director to help reduce bank fees. This is complete. This benefit has been gained in the current environment. **Yes, this benefit has been gained in the current environment.**

7. The development of electronic resources to assist the Town with minimizing hands on work for bank reconciliations is a project for this summer. No progress to report at this time. **Still no progress has been made on this project and the check listing for the reconciliation still remains a manual process for my office.**
8. The overall cost to convert to Munis will be significant. In addition, the ongoing annual cost of the Munis software for the BOE will be substantially greater than Alio. This will result in the ultimate cost to the taxpayers being significant. Also, the loss of BOE staff institutional knowledge will be significant for at least the next few years. **As mentioned previously in this memo and shown in the comparison table, this project would pay for itself in a little more than 9 years. Changing to any new financial software is going to be a large and difficult undertaking but I believe that overall this will gain efficiencies and allow both of the finance office to work together.**



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: February 3, 2022
Re: Anna Reynolds School PCR Submission – Authorization to Bid

The Anna Reynolds School PBC is currently in the review process with the State of Connecticut to finalize the construction documents to prepare to go out to bid for the project. The PBC Chairman, Stephen Woods, in addition to the Architect, Jennifer Mangiagli, Owner's Project Manager, Marnie Liska and the Construction Manager, Tom DiMauro for the project will be present for questions on the project, timeline and costs.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: February 4, 2022
Re: Town Council Rules Subcommittee Recommendations

The Town Council Rules Subcommittee met on January 24, 2022 to review the current Council Rules of Procedure, which were last revised and approved on February 11, 2020.

The Subcommittee's recommended revisions and a clean draft version of the changes are attached for Council discussion and may be acted upon at a future Council meeting.

Attachment:

- Markup of Town Council Rules of Procedure
- Draft – Town Council Rules of Procedure



**TOWN COUNCIL
RULES OF PROCEDURE**

Markkup

ADOPTED

§1. Adoption of standards.

The Town Council adopts Roberts Rules of Order as a general guide for the conduct of all regular and special meetings.

§2. General

The following sections of the Town Charter are hereby incorporated into these rules:

§ C-403. Organization.

§ C-404. Procedures.

§ C-405. Introduction of ordinances.

§ C-406. Public hearings and passage of ordinance.

§ C-805. Duties of the council on the budget

§ C-906. Conflict of Interest.

These rules may be amended or suspended by a majority vote of the full Council.

§3. Town Manager

The Town Manager shall attend all meetings of the Council unless his/her absence is excused in advance by the Mayor or his/her designee.

§4. Regular Meeting.

Regular meetings of the Town Council shall be held in the Town Hall and/or virtually at 7:00 p.m. on each second and fourth Tuesday of each month unless otherwise determined by majority vote of the full Council.

§5. Quorum.

The presence of five members shall constitute a quorum, and no ordinance, resolution or vote, except a vote to adjourn or to fix the time and place of the next meeting, shall be adopted by less than five affirmative votes. **(Charter, Section §-404)**

§6. Placement of items on agenda.

A member of the Town Council will have an item placed on the next agenda or future agenda by contacting the Town Manager, Majority or Minority Leader of the Town Council or one of their designees prior to the agenda setting meeting.

§7. Inclusion of items on agenda.

When possible, the agenda along with relevant resource material will be distributed to the Town Council members three (3) business days prior to the meeting. Items not specifically included on the agenda may be included by a 2/3 vote of those present and voting. Except in emergency or unusual circumstances, action will not be taken on any agenda item so placed until the next meeting. Under no circumstances will any item be added to the agenda later than 9:00 p.m., or two hours after the beginning of the meeting, whichever is earlier. In accordance with Connecticut General Statutes, no items will be added to a special meeting agenda.

§8. Special Meeting.

Special Meetings may be called by three (3) or more Council members upon written request, or by the Mayor, or the Town Manager. The agenda of any special meeting must state all business to be considered and must be posted on the website, in the Town Clerk's Office and made available not less than twenty-four (24) hours before the time of the meeting. No matter shall be considered at a special meeting that is not included on the agenda. Public Participation shall be limited to those subjects listed on the agenda.

§9. Order of Meeting Agenda.

Where possible, the order of the agenda at all Meetings shall be as follows:

- Pledge of Allegiance
- Roll Call
- Approval of Agenda
- Awards/Proclamations
- Presentations
- Public Participation
- Remarks by Councilors on Public Participation
- Consideration of Old Business
- Resignations/Appointments
- Tax Refunds
- Minutes of Previous Meetings
- Consideration of New Business
- Written/Oral Communications from the Town Manager, other Town Agencies and Officials, other Governmental Agencies and Officials
- Council Liaison/Committee Reports
- Public Participation
- Remarks by Councilors
- Informational Items
- Adjournment

When a board, commission, organization or individual is invited to the meeting to discuss a particular agenda item, that item shall be placed on the agenda at the time requested, if possible. Where possible, all other items of a routine nature, such as communications, committee reports, etc., shall be placed in the final portion of the agenda.

§10. Public participation.

The public shall be provided two (2) opportunities to participate in each Town Council meeting. One opportunity shall appear on the agenda immediately prior to Remarks by Councilors on Public Participation, and one opportunity shall appear on the agenda following the Council Liaison / Committee Reports. A telephone line/Virtual meeting link shall be provided for members of the public to utilize during each public participation opportunity, subject to the same rules indicated below.

Public Participation may pertain to an agenda item or any subject of interest, welfare or concern to the Town (except at Special Meetings). Each speaker shall limit his or her remarks to three (3) minutes at the first public participation and three (3) minutes during the second, and shall be heard only once during each Public Participation. This time restriction may be enforced by use of a timing device. If a speaker exceeds the time limitation, the chair shall notify the speaker and allow 30 seconds for summation. The chair, at his/her discretion, may grant the speaker additional time.

Any citizen so speaking shall identify himself/herself by name and address, and if he/she is representing a group or organization, he/she may so state. The Chair, upon approval by unanimous consent, may allow additional public participation on an agenda item under discussion.

Written communications, either by letter or by email, (TownCouncil@newingtonct.gov) must adhere to the same requirements as other public participation. The letter or email shall identify the author by name and address, and if he/she is representing a group or organization. To ensure inclusion in the council's public participation section of the meeting minutes, written communication must be received no later than 24 hours prior to the day of the meeting.

Should an individual Councilor receive an email directly they should forward it to the email address listed above, no later than 24 hours prior to the date of the meeting. If a Councilor receives an email 24 hours before the day of the meeting, but was unable to forward before the deadline, they should do so as soon as possible. Such emails should also be forwarded to each individual Councilor.

All letters and emails received prior to the 24 hours deadline will be acknowledged by reading the author's name and address into the record. Councilors will be provided with copies of all letters and emails received and they will have an opportunity to review the submitted letters and emails. The letters and emails in their entirety will become part of the official record.

§11. Voting.

No vote shall be taken on an agenda item under "Consideration of New Business." In an emergency or unusual circumstance, this Rule may be waived by a 2/3 vote of the Council members present and voting. In this instance, Public Participation shall be added prior to a Council vote on a New Business item.

- Read Motion to Waive and Take Action on
- Read Main Motion
- Allow for Public Participation on Main Motion
- Vote on Main Motion

No ordinance, resolution or vote, except a vote to adjourn or to fix the time and place of the next meeting, shall be adopted by fewer than five (5) affirmative votes. **(Charter, Section § C-404)**

A voice vote shall be sufficient on all matters unless a roll call vote is required by the Charter or requested by a Council member. The roll call shall be in alphabetical order by Councilor's last name and the Mayor shall be the last name called. When voting in a virtual format, all members cameras and microphones shall be active while voting.

§12. Time Limitation.

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§13. Executive Session.

The Town Council may enter executive session as permitted by Connecticut General Statutes. The motion must state the reason for the executive session, and all those who will be in attendance. When a Councilor attends an Executive Session virtually, they shall ensure that they are located in a private location for the entire session.

§14. Councilor Expectations

As Town Councilors are elected to represent Newington, they are expected to maintain a sense of decorum while at meetings. They are urged to put their cell phones on mute and not access them while at meetings. When a member attends virtually, their camera shall be active at all times, and their microphones shall be active when recognized by the Chair to speak.

The rules adopted by the preceding Council shall be the rules of the newly elected Council until the adoption of permanent rules (Charter, Section § C-403).



**TOWN COUNCIL
RULES OF PROCEDURE**

DRAFT

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The rules adopted by the preceding Council shall be the rules of the newly elected Council until the adoption of permanent rules (Charter, Section § C-403).



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street
Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupiensi CCTC
Town Clerk

Memorandum

To: Keith Chapman, Town Manager
From: James E. Krupiensi, Town Clerk
Date: January 26, 2022
Re: Resignation – Gavin Donahue, Board of Ethics

I am attaching a copy of the Resignation letter received in the Town Clerk's office on January 26, 2022 from Gavin Donahue who is resigning as a member of the Board of Ethics, for a term beginning December 1, 2021 and ending November 30, 2024, and effective January 22, 2022.

Newington Code of Ordinances, Chapter 32-11

Attachment:
Resignation Letter

Gavin Donahue
159 Old Colchester Road
Salem, CT 06420

Town of Newington
200 Garfield Street
Newington, CT 06111

RECEIVED FOR RECORD
IN NEWINGTON, CT

2022 JAN 26 AM 8:41


Town Clerk

Dear James,

Please accept my resignation from the Ethics Committee effective as of January 22, 2022. I have moved out of town. I want to thank you for the opportunity to serve the town of Newington.

Sincerely,



Gavin Donahue

AGENDA ITEM: X.A

DATE: 2/8/2022

RESOLUTION NO. 2022-

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Gavin Donahue, as a member of the Board of Ethics, in accordance with a letter received January 26, 2022, and effective January 22, 2022.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street
Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupiensi CCTC
Town Clerk

Memorandum

To: Keith Chapman, Town Manager
From: James E. Krupiensi, Town Clerk
Date: February 1, 2022
Re: Resignation – Michael Karanian, Board of Parks and Recreation

I am attaching a copy of the Resignation email received in the Town Clerk's office on February 1, 2022 from Michael Karanian, who is resigning as a member of the Board of Parks and Recreation, for a term beginning December 1, 2019 and ending November 30, 2023, and effective immediately.

Section 605 Town Charter

Attachment:
Resignation email

Krupiensi, James

From: Michael Karanian <karanian@cox.net>
Sent: Tuesday, February 1, 2022 1:05 PM
To: Krupiensi, James
Subject: resignation from park&rec board

To whom it may concern,
I Michael Karanian would like to officially resign from Newington Park and Rec board.
Thank you
Michael Karanian
860-985-7997

RECEIVED FOR RECORD
IN NEWINGTON, CT
2022 FEB - 1 PM 1:58
Edmund J. Prigoda
Town Clerk

AGENDA ITEM: X.B1

DATE: 2/8/2022

RESOLUTION NO. 2022-

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Michael Karanian, as a member of the Board of Parks and Recreation, in accordance with email correspondence dated February 1, 2022, and effective immediately.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street
Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupiensi CCTC
Town Clerk

Memorandum

To: Keith Chapman, Town Manager
From: James E. Krupiensi, Town Clerk
Date: February 2, 2022
Re: Resignation – Roberta Byron-Kolej, Board of Parks and Recreation

I am attaching a copy of the Resignation email received in the Town Clerk's office on February 2, 2022 from Roberta Byron-Kolej, who is resigning as a member of the Board of Parks and Recreation, for a term beginning December 1, 2019 and ending November 30, 2023, and effective immediately.

Section 605 Town Charter

Attachment:
Resignation email


Krupiensi, James

From: tibet11 <tibet11@cox.net>
Sent: Wednesday, February 2, 2022 11:10 AM
To: Krupiensi, James
Subject: Parks and Rec

Please accept my resignation as a Commissioner on Parks and Rec.

Respectfully Submitted

Roberta Byron Kolej


Town Clerk

RECEIVED FOR RECORD
IN NEWINGTON, CT
2022 FEB -2 AM 11:45

AGENDA ITEM: X.B2

DATE: 2/8/2022

RESOLUTION NO. 2022-

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Roberta Byron-Kolej, as a member of the Board of Parks and Recreation, in accordance with email correspondence dated February 2, 2022, and effective immediately.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: X.C

DATE: 2/8/2022

RESOLUTION NO.: 2022-

RESOLVED:

That the Newington Town Council here by makes the following appointment(s):

Employee Insurance and Pension Benefits Committee

9 members: 5 specialists, 2 NTC, 2 BOE: 2 alternates
2-year term (specialists)
Party Max.: 6 members, 1 alternate

Name	Address	Party	Term	Replaces
David Johnson Specialist	17 Cinnamon Road	R	2/8/2022 – 11/30/2023	Reappointment – Self DeFacto term

Environmental Quality Commission 2016

7 members: 5 Public, 2 Industry, 2 NTC Liaisons
2-year term
Party Max.: 5

Name	Address	Party	Term	Replaces
Jean Kappes Public Member	92 Goodale Drive	R	2/8/2022 – 11/30/2025	Vacancy, Resignation of J Slater

Board of Ethics

7 Members: 2 Republicans; 2 Democrats; 3 Unaffiliated 2 Alternates

Name	Address	Party	Term	Replaces
Kristen Wagner Member	217 Beacon Street	R	2/8/2022 – 11/30/2025	Reappointment – Self DeFacto Term

Parks and Recreation Board

11 members; 4-year term
Party Max.: 8

Name	Address	Party	Term	Replaces
Thomas Gill Member	66 Highland Street	R	2/8/2022 – 11/30/2025	Replaces Term Expiration of B DeBlasio
Richard Dasilva Member	485 Connecticut Avenue	R	2/8/2022 – 11/30/2023	Vacancy, Resignation of R Byron-Kolej

Standing Insurance Committee

9 members, 2 NTC, 2 BOE, 2 Casualty/Claim or Engineering, 3 Underwriters; 2 alternates
2-year term
Party Max.: 6

Name	Address	Party	Term	Replaces
David Johnson Underwriter	17 Cinnamon Road	R	2/8/2022 – 11/30/2023	Reappointment – Self DeFacto Term

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: XI.A

DATE: 2/8/2022

RESOLUTION NO. 2022-

RESOLVED:

That property tax refunds in the amount of \$ 2,077.96 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 – Feb 8th, 2022

Ericson, Donna or Jeffrey 27 Laurence Ln Newington, CT 06111	\$ 164.44
Hanan, Christina 42 Ellsworth St Newington, CT 06111	\$ 43.89
VW Credit Leasing LTD 1401 Franklin Blvd Libertyville, IL 60048	\$ 1,869.63
TOTAL	\$2,077.96