



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 GARFIELD STREET
NEWINGTON, CONNECTICUT 06111

MAYOR BETH DELBUONO

NEWINGTON TOWN COUNCIL

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

**SPECIAL MEETING AGENDA
March 20, 2021, 9:00 A.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. PUBLIC PARTICIPATION – ON AGENDA ONLY (Via Zoom Application or Phone)
(4 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
- IV. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- V. CONSIDERATION OF OLD BUSINESS (Action May Be Taken)
 - A. Motion to Rescind Ordinance Introduction – Public School CIP Fund
 - B. Ordinance Amendment – Chapter 48, Public School CIP Reserve Fund Ordinance
 1. Introduce Ordinance & Set Public Hearing Date
 - C. Departmental Budget Review
 - CIP
 - Debt Service
 - Equipment Reserve
 - Revenues
 - Health
 - Human Services
 - Senior and Disabled Center
 - Library
 - Parks and Recreation/Grounds
 - Insurance/Misc.
 - MDC
 - Employee Leave Liability
 - Special Revenue Funds/Other Funds
- VI. CONSIDERATION OF NEW BUSINESS (Action May Be Taken by Waiving the Rules)
 - A. Proposed Job Description – Animal Control Officer (Shared Services)
- VII. PUBLIC PARTICIPATION – ON AGENDA ONLY (Via Zoom Application or Phone)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
- VIII. REMARKS BY COUNCILORS
- IX. ADJOURNMENT



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: March 17, 2021
Re: Resolution to Rescind Resolution #2021-29 - Introduction & Scheduling of Public Hearing – Chapter 48, Public School CIP Reserve Fund Ordinance Amendment

This item has been added to request the Town Council to rescind resolution 2019-17, approved at the March 9, 2021 Regular Town Council meeting. After discussions with the Finance Director and Superintendent it was determined that removal of “tuition” from the existing ordinance language would have a negative effect on the fund by directing State tuition reimbursements to the Education General Operating Budget. With the proposed revised language, we have added a definition for Tuition payments, with a specific exclusion for Pre-school tuition payments from residents.

A Resolution has been included to act to rescind the previous introduction of the Ordinance.

A new Resolution will be presented following this item to introduce the revised proposed language and determine the appropriate meeting at which to schedule the Public Hearing.

Attachment:

- Resolution to Rescind Resolution #2021-29, Introduction & Scheduling of Public Hearing – Chapter 48, Public School CIP Reserve Fund Ordinance Amendment

AGENDA ITEM: V.A

DATE: 3/20/2021

RESOLUTION NO: 2021-

RESOLVED:

The Newington Town Council hereby rescinds Resolution #2021-29 - Introduction & Scheduling of Public Hearing – Chapter 48, Public School CIP Reserve Fund Ordinance Amendment, dated March 9, 2021.

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: March 17, 2021
Re: Ordinance Amendment-Introduction & Public Hearing: Chapter 48, Public School CIP Reserve Fund Ordinance

The Town Council has received a request from Superintendent of Schools, Maureen L. Brummett, to request an amendment to the existing language of the Public School CIP Reserve Fund to allow for the Preschool Tuition payments received from residents to be credited to their Operating Budget beginning in July, 2021.

The Town Attorney has had the opportunity to review the changes to the proposed draft language for introduction this evening and does not see any issue.

The process to amend a Town Ordinance is dictated by the Newington Town Charter §C-405 & §C-406.

Upon introduction the Council member moving the ordinance may only speak about the ordinance. After the Public Hearing has concluded, the Council may make any amendments you determine to be appropriate, based on public comment. If approved, the adopted ordinance language would go into effect 15 days after publication.

Attached please find the following documents related to the proposed ordinance:

1. A Resolution to introduce the Ordinance and to set the Public Hearing date;
2. A Draft Proposed Amended Ordinance;

AGENDA ITEM: V.B

DATE: 3/20/2021

RESOLUTION NO. 2021-

INTRODUCTION,

I hereby introduce for the Town Council's consideration the proposed ordinance amendment to Chapter 48, Funds, Article IV, Public School Capital Improvement Projects Reserve Fund, §48-14, Definitions, §48-15, Creation of fund; revenues, a copy of which has been filed with the Clerk of the Council.

Introduced by: _____

RESOLVED,

That the Newington Town Council hereby schedules a Public Hearing on _____ at 6:50 PM to consider the proposed ordinance amendment, Chapter 48, Funds, Article IV, Public School Capital Improvement Projects Reserve Fund, §48-14, Definitions, §48-15, Creation of fund; revenues, a copy of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

PROPOSED ORDINANCE #1921-01

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NEWINGTON THAT:

Chapter 48, Funds, Article IV, Public School Capital Improvement Projects Reserve Fund, 48-14, Definitions, 48-15, Creation of fund; revenues of the Newington Code of Ordinances is hereby amended as follows:

**Chapter 48
FUNDS
ARTICLE IV**

PUBLIC SCHOOL CAPITAL IMPROVEMENT PROJECTS RESERVE FUND

§ 48-14 Definitions.

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

PUBLIC SCHOOL CAPITAL IMPROVEMENT PROJECT

A repair, renovation and/or minor addition which has a life expectancy of at least seven years and costs in excess of \$15,000 to a building and/or facility maintained by the Board of Education.

TUTION PAYMENTS

All tuition payments received from Federal, State or Local sources, excluding all Pre-school tuition payments received from town residents.

§ 48-15 Creation of fund; revenues.

There is hereby created for the Town a Public School Capital Improvement Projects Reserve Fund. Said fund shall serve as a means to set aside moneys for the financing of public school capital improvement projects. There shall be paid into said fund the proceeds from the rental or sale of former school properties, including mortgage amortization payments, the earnings derived from investment of fund balances, the income from current school rental fees, tuition **payments** and an annual appropriation of at least \$125,000, subject to § 48-16, when formulating the annual budget of the Town, and such transfers and appropriations as the Town Council may, from time to time, authorize.

A copy of the proposed ordinance is available in the Town Clerk's Office, 200 Garfield Street, Newington, CT.

Dated at Newington, CT this _____ day of _____, 2021

Attest: James E. Krupienski, CCTC
Newington Town Clerk



Keith Chapman
Town Manager

TOWN OF NEWINGTON

200 Garfield Street Newington, Connecticut 06111

OFFICE OF THE TOWN MANAGER

James E. Krupienski CCTC
Town Clerk

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: March 17, 2021
Re: Job Description – Animal Control Officer (A-5)

The Draft Job description for the Animal Control Officer (A-5), formerly the Canine Control Officer (PS-1), is revised from the previously approved Job Description included within the Classification and Pay Plan.

This job description is being revised to update and expand job responsibilities of the position. Also, this position would be covered under a proposed Animal Control Shared Services Agreement with the Town of Wethersfield.

Also included is the current job description for the position. I am requesting that the Town Council approve the updated job description, as presented.

After review, if the Town Council is in favor of the proposed changes, a Resolution will be placed on an upcoming meeting for adoption.

Attachments:

- Draft Job Description – Animal Control Officer (A-5)
- Current Job Description - Canine Control Officer (PS-1)

TOWN OF NEWINGTON

POSITION TITLE: CANINE CONTROL OFFICER

GENERAL DESCRIPTION OF JOB:

Under general supervision; enforces the regulations and laws relating to animals; performs related work as required.

EXAMPLES OF DUTIES:

Responds to complaints regarding animals in the Town of Newington; investigates complaints and enforces the laws of the State regarding animals running at large; occasionally apprehends animals running at large in violation of the law; investigates possible rabies cases; may assist in the quarantine of dogs; occasionally may address civic groups and meetings on the care of animals and responsibilities under the law; may address school groups to explain how to handle pets and their responsibilities toward animals.

DESIRABLE MINIMUM QUALIFICATIONS:

Training and Experience: Some experience in handling animals; or an equivalent combination of experience and training.

Knowledge, Abilities and Skills: Ability to meet the public well and to deal effectively with citizens often under adverse circumstances; ability to understand local and State laws relating to animals; ability to express oneself clearly and concisely; ability to make clear judgement in evaluating situations.

Licenses and Certificates: Must have a valid State of Connecticut driver's license.

TOWN OF NEWINGTON

TITLE: Animal Control Officer (Formerly Canine Control Officer) **GRADE:** A-5 (Shared Services)
DEPARTMENT: Police **COUNCIL ADOPTED:** DRAFT 2/5/10

POSITION DESCRIPTION

Under general supervision, enforces the regulations and laws relating to animals, performs related work as required.

ESSENTIAL JOB FUNCTIONS

- Responds to and investigates complaints regarding animals in the Town of Newington.
- Enforces the laws of the State ordinances of the Town of Newington regarding animals running at large. Apprehends animals running at large in violation of the law.
- Investigates possible rabies cases, may assist in the quarantine of dogs.
- Occasionally may address civic groups and meetings on the care of animals and responsibilities under the law. May address school groups to explain how to handle pets and their responsibilities toward animals.
- Assures the proper upkeep of all facilities, vehicles, and equipment under his/her control.
- Transports animals to a kennel facility when necessary.
- Maintains the town's kennel, or regional kennel, or maintains a working relationship with the staff of any privately owned kennel facility used by the Town of Newington.
- Insures that all forms and information emanating from his/her office are factual and complete.

ADDITIONAL JOB FUNCTIONS

- Performs related duties as required.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to meet the public well and to deal effectively with citizens often under adverse circumstances.
- Ability to understand local and state laws relating to animals.
- Ability to express oneself clearly and concisely.
- Ability to make clear judgment in evaluating situations.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS

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

- Ability to handle and safely control a wide variety of animals, using special handling equipment if necessary.
- Ability to lift an animal in and out of a vehicle.
- Ability to properly and safely use a firearm for the purpose of protection from a dangerous animal or to euthanize an animal when necessary.
- This is heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects.
- Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Visual acuity is required for depth perception, color perception, night vision, peripheral vision, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts at or within arms length, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

- The worker is subject to inside and outside environmental conditions, and hazards.
- The worker may be exposed to bloodborne and airborne pathogens and may be required to wear specialized personal protective equipment.
- The worker will be required to get proper shots to protect from animal diseases.

REQUIRED MINIMUM QUALIFICATIONS

The skills and knowledge required would generally be acquired with:

- A High School diploma.

LICENSE OR CERTIFICATE

Must possess:

- A valid State of Connecticut Driver’s License.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

I understand that nothing in this position description restricts the Town’s right to assign or reassign duties and responsibilities to this job at any time. I also understand that this position description reflects the Town Administration’s assignment of essential functions; it does not prescribe nor restrict the tasks that may be assigned. I further understand that this position description may be subject to change at any time due to reasonable accommodation or other reasons.

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

Employee

Date

Supervisor

Date

ANIMAL CONTROL SHARED SERVICES AGREEMENT

This Animal Control Shared Services Agreement (the "Agreement") is made and entered into as of the ____ day of March, 2021 by and between the Town of Wethersfield ("Wethersfield"), with a business office of 505 Silas Deane Highway, Wethersfield, Connecticut 06109, and the Town of Newington ("Newington"), with a business office of 131 Cedar Street, Newington, Connecticut 06111. The parties to this Agreement shall hereinafter be referred to collectively as the "Towns."

RECITAL

WHEREAS, the Towns of Wethersfield and Newington desire to enter into an agreement for shared animal control services, in order to maximize resources and provide for an efficient and cost-effective system of animal control between their neighboring communities;

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

1. SERVICES TO BE PROVIDED

The ACOs shall provide animal control services to both Towns consisting of the essential job functions set forth in the Position Description agreed to by both Towns for all personnel serving in the ACO position under the direction of each Town's Police Department. Nothing in this Agreement, or in the aforementioned Position Description, shall be construed as prohibiting or in any way limiting either Town from requiring additional duties of its individually employed ACOs.

2. RECOGNITION OF SHARED EMPLOYMENT

a. For any ACO providing services as contemplated by this Agreement, any rights and benefits afforded to such ACO in his or her capacity as an employee shall be shared by the parties, including but not limited to any wages, fringe benefits, or compensation (including federal or State tax deductions or withholdings) required by the laws concerning overtime, workers' compensation, or unemployment. The ACOs shall be subject to, and responsible for, complying with the policies of the Town of Newington and the Town of Wethersfield. Nothing herein shall be interpreted as creating a contract for employment between any ACO and any Town, nor as requiring either Town to provide any rights or benefits to any employee beyond those required by law.

b. The Town of Newington shall be responsible for the management of the funding of this agreement and the Town of Wethersfield shall reimburse the Town of Newington for 50% of all costs, which include salary, overtime, benefits, insurance, uniforms, equipment, training and vehicle replacement, maintenance and fuel on an annual basis. Any liability resulting from the conduct of the ACO shall be the responsibility of the Town for which the ACO was performing his/her duties when such conduct occurred.

3. WEEKLY SCHEDULE

a. The Towns agree to undertake the joint development of a weekly work schedule that meets the needs of Wethersfield and Newington with the intention of providing animal control services covering the geographic areas of both Towns.

b. The particulars of the Schedule shall be agreed to by the parties outside of this Agreement, and shall be consistent with any terms and conditions of the ACO employment.

c. Any occasional revisions to the Schedule proposed by a party to this Agreement may be implemented informally, provided that such revisions shall be reasonable when considering the nature and degree of the proposed revision, and shall be made in consultation with the other party with the intent of reaching a consensus on any proposed revisions. It is the intent of the parties to develop and implement the Schedule for the mutual convenience of the parties and the individual employees, with the understanding that said Schedule shall serve primarily as a reference document that shall be subject to change from time to time in order to best meet the mutual interests of the parties, their constituents, and their respective employees.

4. LICENSES AND INSURANCE

a. Each Town agrees to exercise due diligence and to make reasonable efforts to ensure that the ACO positions are filled at all times and filled by qualified individuals who are properly insured, certified and/or licensed, and otherwise trained, to carry out the duties of the ACO position, and to comply with any and all existing laws regarding said insurance, certification and/or licensing.

b. Should either Town become aware of a concern regarding an ACO's qualifications or fitness to perform the essential functions of the position, the Town having awareness of the concern shall notify the other Town as soon as reasonably possible. In the event of a notification made pursuant to this Section, the notified Town shall undertake reasonable efforts to investigate the concern, with the assistance of the notifying Town as needed, and shall inform the notifying Town of the resolution of the matter.

c. Upon request, the personnel records of each ACO, including any records pertaining to disciplinary action or performance evaluations, shall be made available for review and inspection by either party to this Agreement within a reasonable time and subject to the requirements of applicable law regarding the disclosure of personnel records. Any request made pursuant to this section shall be for the limited purposes of reviewing the qualifications or fitness of any ACO to perform the essential functions of the position, or for mere administrative purposes related to this Agreement.

5. INDEMNIFICATION

a. Wethersfield shall not be liable for any negligent, reckless and/or intentional acts or omissions of Newington, its officers, agents, servants, employees and/or representatives, and Newington shall defend, indemnify and hold harmless Wethersfield,

its officers, agents, servants, employees and/or representatives from any and all demands, claims, damages, losses, liabilities or lawsuits, including reasonable attorneys' fees and costs, arising out of or in any way connected with Newington's performance of its obligations pursuant to this Agreement.

b. Newington shall not be liable for any negligent, reckless and/or intentional acts or omissions of Wethersfield, its officers, agents, servants, employees and/or representatives, and Wethersfield shall defend, indemnify and hold harmless Newington, its officers, agents, servants, employees and/or representatives from any and all demands, claims, damages, losses, liabilities or lawsuits, including reasonable attorneys' fees and costs, arising out of or in any way connected with Wethersfield's performance of its obligations pursuant to this Agreement.

6. NON-ASSIGNMENT

No party may assign its rights or obligations under this Agreement in whole or in part, and any attempt to do so shall be null and void.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any way except in a writing signed by both parties. This Agreement supersedes any agreement heretofore entered into between the parties.

8. SEVERABILITY

In the event that any term or provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the parties agree that such holding shall apply only to the specific term or provision found invalid or unenforceable and shall not render invalid or unenforceable any other term or provision of this Agreement.

9. GOVERNING LAW

This Agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Connecticut.

10. AGREEMENT PERIOD AND TERMINATION

This Agreement shall be effective upon execution by both parties, and shall remain in effect until the parties mutually agree in writing to terminate this Agreement when one party notifies the other in writing of its intent to terminate the Agreement with at least sixty (60) days' notice.

11. NOTICES

Any notice required or which may be given under this Agreement shall be in writing and either delivered personally, sent by overnight courier or mailed by certified mail, return

receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally or telefaxed, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing, in each case addressed as follows:

If to Wethersfield:

Gary A. Evans, Town Manager
Town of Wethersfield
505 Silas Deane Highway
Wethersfield, CT 06109
Fax: (860) 721-2994

If to Newington:

Keith H. Chapman, Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111
Fax: (860) 665-8507

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Town of Wethersfield

Witnessed by:

By: _____
Gary A. Evans
Town Manager

Town of Newington

Witnessed by:

By: _____
Keith H. Chapman
Town Manager