AGENDA
June 25, 2019, 7:00 p.m.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. AWARDS/PROCLAMATIONS
   A. Proclamation-Retirement of Pamela Muraca
   B. Proclamation-Newington High School Boys Volleyball Team

V. PUBLIC PARTICIPATION – IN GENERAL (In Person/Via Telephone: 860-665-8736)
   (3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

VI. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION

VII. CONSIDERATION OF OLD BUSINESS (Action May Be Taken)
   A. Resolution to Oppose Tolls on State Highways
   B. Annual Suspense List
   C. Cancellation of the July 9, 2019 Meeting
   D. Placement of PCL Insurance Coverage for the Town of Newington

VIII. CONSIDERATION OF NEW BUSINESS (Action May Be Taken by Waiving the Rules)
   A. Update from State Legislators
   B. Approval of AMR Agreement
   C. Discussion-Town Facilities Use Fee
   D. CIP Transfer-Fire Department

IX. RESIGNATIONS/APPOINTMENTS (Action May Be Taken)
   A. Appointment - Central Connecticut Health District

X. TAX REFUNDS (Action Requested)
   A. Approval of June 25, 2019 Refunds for an Overpayment of Taxes

XI. MINUTES OF PREVIOUS MEETINGS
   A. June 11, 2019 Special Meeting Minutes
   B. June 11, 2019 Regular Meeting Minutes
   C. June 13, 2019 Special Meeting Minutes
XII. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC

XIII. COUNCIL LIAISON/COMMITTEE REPORTS

XIV. PUBLIC PARTICIPATION – IN GENERAL (In Person/Via Telephone: 860-665-8736) (3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XV. REMARKS BY COUNCILORS

XVI. EXECUTIVE SESSION
   A. PENDING LITIGATION §1-200(6)(B) - Camillo et al v. Town of Newington

XVII. ADJOURNMENT
RESOLVED:

WHEREAS, Ms. Pamela Muraca, prior to joining the Town of Newington Public Schools, served the Towns of East Berlin and Middletown for 26 years as an elementary and junior high school teacher, Instructional Consultant and Principal; and

WHEREAS, Ms. Muraca was hired by the Town of Newington on July 19, 1999 as Supervisor of Curriculum and Instruction for Grades K-4; and

WHEREAS, Ms. Muraca was promoted to Director of Curriculum and Instruction on July 1, 2007; and

WHEREAS, Ms. Muraca was appointed as Assistant Superintendent of Schools for Curriculum and Instruction on May 15, 2008; and

WHEREAS, Ms. Muraca was appointed as Deputy Superintendent of Schools for the Town of Newington in 2012; and

WHEREAS, during her final year with the District, the 2018-2019 school year, Ms. Muraca was named the Interim Superintendent of Newington Public Schools; and

NOW, THEREFORE BE IT RESOLVED, that the Newington Town Council hereby recognizes Ms. Pamela Muraca for educating and nurturing the youth of Connecticut for over 46 years; and

BE IT FURTHER RESOLVED, that the Town Council hereby extends its sincerest appreciation to Ms. Pamela Muraca for her dedicated, professional service to the Newington Public School system, congratulates her on her retirement, and extends its best wishes to her and her family for the future.
WHEREAS, The 2019 Newington High School Boys Volleyball team finished their regular season with an 18-2 record; and

WHEREAS, the team won their 13th Central Connecticut Conference regular season title; and

WHEREAS, the team was ranked #1 in the CIAC Class M State tournament draw; and

WHEREAS, the team won their 6th CIAC Class M State Championship in the last 8 years; and

WHEREAS, the team finished with a 23-3 overall record; and

WHEREAS; Senior setter Dan Cloutier was voted Connecticut High School Coaches Association Player of the Year; and

WHEREAS; the team has clinched the most high school boys volleyball State Championships in Connecticut (6) for the current decade (2010-2019)

NOW, THEREFORE BE IT RESOLVED; That the Newington Town Council recognizes the Newington High School Boys Volleyball Team for its outstanding efforts and record-breaking accomplishments and wishes the team members the best of luck in upcoming seasons!

In recognition of and congratulations to the Newington High School Boys Volleyball Team
2019 CIAC Class M State Champions

Joshua Akosa  Collin Liedke
Razik Amadou  Riley Miller
Jacob Baclawski  Alex Nguyen
Leonel Caceres  Julian Ortiz
Jasper Cayunda  Mason Romano
Alex DiPaola  Sean Stegmaier
Louis Egbuna
Keenan Esau
Teddy Fravel
Krystian Kujawa

Coaches
Curt Burns, Head Coach
Shayne Munoz, Assistant Coach
Erika Haelen, Volunteer

June 25, 2019

Roy Zartarian, Mayor
on behalf of the Newington Town Council
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, (On behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Resolution to Oppose Tolls in Connecticut

This item was introduced and discussed during the June 11, 2019 meeting. Councilor DelBuono had requested this item to discuss the adoption of a Resolution to oppose the installation of tolls upon state highways.

The draft resolution has been included as part of the packet for the Town Council discussion.
RESOLVED:

Resolution in Opposition to the Implementation of Tolls on State Highways

WHEREAS, the Governor and members of the General Assembly have indicated their support for the placement of tolls on Connecticut’s highways; and,

WHEREAS, many residents of Newington use these roadways each day for work, family obligations and pleasure; and,

WHEREAS, the Governor’s proposals would implement tolling systems and other regressive measures that would increase financial burdens on working people and small businesses; and,

WHEREAS, the implementation of tolls will result in a significant increase in the amount of traffic on Newington’s roadways as drivers attempt to avoid the cost burden from tolls on the aforesaid major roadways;

WHEREAS, this increased volume of traffic from trucks, automobiles, and other vehicles through our Town would negatively impact the quality of life in numerous ways impacting the safety of our residents and visitors, reducing property values, and increasing the Town’s costs for services and for roadway maintenance and repairs; and,

WHEREAS, road and bridge work costs for construction in Connecticut are the fifth highest in the country, and administration costs are the highest in the country with no resolve;

NOW THEREFORE, BE IT RESOLVED that the Newington Town Council declares its opposition to the implementation of tolls on State highways and urges the Governor and its elected representatives in the General Assembly to oppose any measure that would impose tolls and an additional burden on Newington residents.

MOTION BY:______________________________
SECONDED BY:_______________________
VOTE:_______________________________
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Suspense List Transfers 2015 & 2003 Fiscal Years

At the June 11, 2019 meeting, Tanya D. Lane, Town Manager, reviewed the process of removing taxes deemed, uncollectable, from the Town’s receivable assets, as outlined below and in the memorandum from Corinne Aldinger, Revenue Collector, dated June 5, 2019.

In accordance with Connecticut General Statutes §12-165, each municipality has a suspense tax book regarding which at least once per year the Revenue Collector shall provide the municipality’s governing body a statement that includes:

- The amount of each uncollectible personal property;
- The amount of each uncollectible balance of each real estate tax after crediting such tax with proceeds obtained from a tax sale or lien sale of the real estate and which balance cannot be collected by any other means;
- The name and address of the person against whom the tax was levied; and
- The reason why the Revenue Collector believes each such tax is uncollectible.

Upon receipt and review of the list, the Town Council may act to designate the taxes as uncollectible and transferred by the Revenue Collector to the Suspense Tax Book. Such action in no way constitutes an abatement of any tax so transferred but, as with any such tax, remains subject to interest, penalty, fees and charges and may be collected by the Revenue Collector.

Corinne Aldinger, Revenue Collector, has compiled the tax list for submission to the Town Council for review and for action. A copy of the list was provided to the Council under separate cover.

A Resolution has been included as part of this item to transfer 2017-2018 accounts to the Suspense Book and remove receivable assets for the 2003 tax year.

Any questions regarding this matter may be directed to the Office of the Town Manager or the Revenue Collector.

Cc: Janet Murphy, Finance Director
    Corinne Aldinger, Revenue Collector
RESOLVED,

That the Newington Town Council hereby authorizes transfers in the amount of $125,771.35 to the Suspense Tax Book for the tax year 2017-2018, 2016 Grand List. This action is being taken upon the recommendation of Corinne Aldinger, Revenue Collector, as shown in a report dated June 5, 2019.

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________

RESOLVED,

That the Newington Town Council hereby authorizes the outstanding balance from the 2003 Grand List in the amount of $9,698.54 be removed from the Town’s receivable assets as of June 30, 2019, as per the recommendation of Corinne Aldinger, Revenue Collector.

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Consideration of Canceling the July 9, 2019 Regular Meeting

During the June 11, 2019 Town Council meeting a discussion was held regarding canceling the July 9th Regular meeting, as a quorum will not be met to hold the meeting.

As always, should the need arise, a Special meeting may be scheduled in the event of an emergency or other pressing issue.

A Resolution has been added to cancel the July 9th meeting. Upon adoption a cancellation notice will be posted to the website as notification to the public.
RESOLVED:

That the Newington Town Council hereby moves to amend the approved meeting schedule by canceling its Regular Meeting of July 9, 2019.

MOTION BY: _______________________
SECONDED BY: _____________________
VOTE: _____________________________
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, (On behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Placement of Property/Casualty/Liability Insurance Coverage

During the June 11, 2019 Town Council meeting, Councilor Serra, Chairman of the Standing Insurance Committee reviewed their suggested recommendation to continue coverage with CIRMA, as part of a three-year agreement.

A Resolution to authorize placement of coverage has been included a part of this item.
RESOLVED:

That in accordance with section 8-27(4)(a) of the Code of Ordinances, the Newington Town Council hereby accepts the recommendation of the Standing Insurance Committee and directs USI Insurance Services, of Meriden, as the Town’s Agent of Record to place workers compensation, general liability, automobile liability, professional liability and umbrella coverage with the Connecticut Interlocal Risk Management Agency (CIRMA), effective July 1, 2019 through June 30, 2022.

MOTION BY: ____________________
SECONDED BY: __________________
VOTE: _________________________
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, Town Clerk (on behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Visit with State Legislators

Newington’s State Legislators have been invited to meet with the Town Council on Tuesday, June 25, 2019 to discuss issues of concern to the Town Council, staff and residents for the last Legislative Session.

This is the first item under New Business on the Council Agenda, however, as a courtesy the Council typically votes to move this to the first item of Old Business on the agenda.
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, (On behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: AMR Agreement

There is an item on the June 25, 2019 Town Council agenda regarding the agreement between the Town and American Medical Response (AMR) for professional ambulance services. The Town has been in negotiations with AMR for several months and the final step in the process will be for the Council to authorize the Town Manager to execute the agreement.

A resolution with a waiver request has been included for consideration at the June 25, 2019 Town Council meeting to approve the agreement prior to July 1, 2019.
AGENDA ITEM: VIII.B1
DATE: 6/25/2019
RESOLUTION NO. 2019-

RESOLVED:

The Newington Town Council, in accordance with the Town Council, Rules of Procedure, §12 Voting, adopted May 10, 2016, hereby moves to allow action on New Business Agenda Item VIII.B to authorize Tanya D. Lane, Town Manager to execute an Agreement with American Medical Response (AMR).

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________

AGENDA ITEM: VIII.B2
DATE: 6/25/2019
RESOLUTION NO. 2019-

RESOLVED:

That the Newington Town Council hereby authorizes the Town Manager to execute an agreement between the Town of Newington and American Medical Response (AMR) for professional ambulance services, said agreement shall be effective July 1, 2019 through June 30, 2023.

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________
THIS EMERGENCY MEDICAL SERVICES AGREEMENT is made and entered into the July 1, 2019, between American Medical Response of Connecticut, Inc. (“AMR”) and Town of Newington (“Agency”). This Agreement supersedes any previous agreement between AMR and the Agency and serves as the sole contractual agreement between the two parties for term of services.

WHEREAS, the Agency is a political subdivision of the State with authority over the delivery of pre-hospital emergency medical services (“EMS”) within its jurisdiction;

WHEREAS, AMR is a licensed provider of high quality EMS with the capability to provide EMS within the Agency’s jurisdiction;

WHEREAS, in order to assure that residents and visitors within the Agency’s jurisdiction receive appropriate EMS when required as a result of injury or illness, the Agency desires to grant AMR the right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Exclusive Operating Area.

1.1. Agency hereby grants AMR the right to receive all dispatches for 911 basic ambulance calls in the Agency’s jurisdiction (“Service Area”) from 06:00 hours to 18:00 hours, Monday to Fridays, and during such other hours that Newington Emergency Medical Services, Inc. (“NEMS”) is not available (“AMR Service Hours”). Presently, AMR and Agency anticipate NEMS will receive all basic 911 ambulance calls during NEMS’ normal hours of operation which are Monday through Friday, 18:00 hours to 06:00 hours, as well as any and all hours of the day on Saturday, Sunday and holidays. Agency shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area (“Communications Centers”) to direct such calls during AMR Service Hours to AMR in accordance with the dispatch protocols agreed upon by AMR and Agency (“Dispatch Protocols”). Subject to Section 1.2, Agency shall not permit any other provider of ambulance services, other than a designated backup provider when AMR is unavailable during the AMR Service Hours, including NEMS or a designated mutual aid provider, to respond to medical calls within the AMR Service Hours within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols (“Emergency Calls”), regardless of whether such calls are placed through the 911 system or to a seven digit number except on a mutual aid basis. Agency shall require that all such Emergency Calls, including those received on seven-digit numbers, be routed initially to AMR during AMR Service Hours as provided in the Dispatch Protocols.

1.2. Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontractors (“Subcontractors”) shall meet the applicable requirements of this Agreement.

2. Emergency Medical Dispatch.

2.1. AMR will be responsible to provide Emergency Medical Dispatch (“EMD”) for all emergency calls received by the Communications Center. So long as AMR provides EMD, there will be a three-minute additional allowance factored into all calculations of whether response time standards have been met in recognition of the need to ascertain the call information and response priority before dispatching a vehicle to a call.

2.2. EMD will occur under the National EMD Standard and as required by the Parties signed ‘Emergency Medical Dispatch Services Agreement’ as may be updated from time to time.

2.3. The parties will jointly arrange to have a CAD to CAD link in place between Agency’s 911 Center and AMR’s dispatch center within such time as circumstances require. This will allow for efficient and accurate response information in addition to data sharing.


3.1. AMR shall be responsible under this agreement to operate Monday through Friday from 06:00 to 18:00 hours as the primary basic ambulance service provider under this Agreement.

3.2. During the AMR Service Hours, AMR shall respond, or request that a mutual aid provider or Subcontractor respond, to all requests for Services within the Service Area from a Communications Center.

3.3. AMR shall respond to all requests for Services from a Communications Center using either a basic life support (“BLS”) or advanced life support
3.4. All ambulances used to provide Services (the “Ambulances”) shall be licensed and equipped with all supplies and equipment required by State law and by Agency policies and procedures agreed upon by AMR (“Agency Policies”), and shall be maintained in good working order in accordance with AMR’s maintenance policies and procedures. AMR will perform its own dispatching, in which case calls received in the Communications Centers shall be immediately transferred to AMR in accordance with the Dispatch Protocols during the AMR Service Hours or when its services are otherwise required.

3.5. AMR, its Ambulances and AMR Personnel shall comply with all federal, State and local laws, and with all Agency Policies. Without limiting the foregoing, all AMR personnel and Ambulances shall be fully licensed or certified as required by law and shall comply with all licensing, certification or other laws.

3.6. AMR shall perform the Services in accordance with prevailing standards of care in the ambulance industry. To help assure maintenance of such standards, AMR shall operate a quality improvement program consistent with industry standards.

4. Response Time Standards; Deployment.

4.1. AMR shall assign an ambulance to the Agency during the time frame described in Section 3.1 (“Designated Vehicle”) and in addition deploy a sufficient number of Ambulances necessary for it to substantially comply with the Response Time Standards.

4.2. Nothing herein shall be deemed to prevent AMR from using the Ambulances deployed pursuant to this Agreement, including the Designated Vehicle, to perform non-emergency transports when Emergency Call volume permits or to be used for mutual aid to other Municipalities.

5. Compliance. The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR’s ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

6. Standards. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

7. Emergency Medical Services Schedule of Charges and Billing. AMR will be responsible for billing and collections for all Services provided by AMR. Billing and settlement of claims will be at the sole discretion of AMR. Notwithstanding the foregoing, AMR will use reasonable efforts to establish payment plans for individuals with limited means and will consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of AMR. AMR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

8. Agency Consideration. As part of the consideration of AMR’s undertakings hereunder, Agency shall provide the following to AMR:

Subject to Section 2.3, Agency shall perform, or assist AMR in performing, dispatching services by accepting and processing calls in its Communications Centers, in accordance with the Dispatch Policies.

Agency’s Police department shall provide medical first response as needed and in accordance with the Dispatch Policies (“First Responder Services”). Agency shall require its first responder medical personnel (“First Responder Personnel”) to work collaboratively with AMR Personnel. In the event First Responder Personnel arrive at an incident scene prior to AMR, event First Responder Personnel shall assume temporary medical control of the scene until AMR’s arrival, at which point AMR shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene AMR Personnel.

9. Indemnification. Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible
for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

10. Insurance. AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the medical transportation industry and workers’ compensation insurance in the statutory required amounts.

11. Term. The initial term of this Agreement shall be for 4 years from July 1, 2019 through July 1, 2023. The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

12. Termination. Notwithstanding Section 4, Agency may terminate this Agreement in the event of material breach (“Material Breach”) by AMR of this Agreement. Material Breach shall include:

12.1. Failure to provide Services consistent with the prevailing standards of care in the ambulance industry, such that the continued delivery of such Services would pose a serious and imminent threat to the health and safety to the residents of the Service Area;

12.2. Failure to provide the data as required by Exhibit 2 or access to records as required by Section 9, within ten days of written notice by Agency citing this section;

12.3. Failure to comply with any other material provision of this Agreement.

12.4. As a condition precedent to termination by Agency, Agency shall provide AMR with no less than thirty (30) days’ advance written notice citing, with specificity, the basis for the Material Breach (the “Breach Notice”). In the event AMR shall have cured the Material Breach within such thirty (30) days period, or longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event Agency reasonably deems AMR to remain in Material Breach as of the end of the notice period specified in the Breach Notice, Agency shall provide AMR with a notice of termination (“Termination Notice”), setting forth the specific reasons Agency believes AMR remains in Material Breach and the effective date of termination (“Termination Date”), which shall be no less than thirty (30) days from the date of the Termination Notice.

12.5. AMR may appeal Agency’s Breach Notice or Termination Notice, by filing a notice of appeal (“Appeal Notice”) with Agency’s Governing Body at least twenty days prior to the Termination Date. Following receipt of such Appeal Notice, the Governing Body shall hold a hearing as soon as reasonably practicable, in which AMR shall be entitled to contest the Breach Notice and/or Termination Notice, as the case may be. Agency’s Governing Body may affirm or reverse the Breach or Termination Notice, or may provide AMR with additional time within which to cure the Material Breach. This Agreement shall remain in effect until Agency’s Governing Body has issued a written decision following the appeal. The written decision of Agency’s Governing Body shall be binding on the parties. Notwithstanding the foregoing, nothing herein shall impair the rights of either party to seek damages or such other relief as may be available under applicable law in a court of competent jurisdiction.

13. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. Relationship. In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Agency administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties’ respective rights and obligations hereunder.

15. HIPAA. Each party shall comply with the privacy and security provisions of the Health Insurance
Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

16. **Compliance Program and Code of Conduct.** AMR has made available to the Agency a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR’s web site, located at: www.amr.net, and the Agency acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR’s compliance policies, including training related to the Anti-kickback Statute.

17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

18. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

19. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Agency:

Town of Newington
131 Cedar Street
Newington, CT 06111
Attn: Town Manager

If to AMR:

Regional Director
American Medical Response
130 Shield St
West Hartford, CT 06610

With Mandatory Copy to:

Law Department
American Medical Response, Inc.
6363 S Fiddler’s Green Circle 14th Floor
Greenwood Village, Colorado 80111

20. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.
By signing below, each Party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

American Medical Response of Connecticut, Inc.  
By: Edward VanHorne, President and CEO

Town of Newington  
By: Tanya D. Lane, Town Manager
EXHIBIT 1

SERVICE AREA

The Service Area shall consist of the following area: The geographic boundaries of the Town of Newington, CT

SERVICES

AMR shall provide, directly or through Subcontractors, the following services within the Service Area:

• Emergency Medical Dispatching for all emergency calls received by the Agency.
• Basic ambulance service during the AMR Service Hours.
• Paramedic services, should the paramedic level PSA provider contract with AMR to provide paramedic services, or to the extent AMR provides paramedic services as a mutual aid provider or as is otherwise allowed by law.
EXHIBIT 2

RESPONSE TIME STANDARDS

1. Standards. AMR shall use its best efforts to comply with the following Response Time Standards ("Standards"):  

A. For Priority 1 responses not canceled, refused, reduced or exempted as provided below to Priority 2, or exempted as provided below, AMR shall arrive at the Destination within 8:59 minutes plus any applicable EMD Dispatch allowance provided for under 2.1 of the Agreement following AMR EMD’s receipt of a 911 call from Agency 90% of the time calculated each calendar month.

B. For Priority 2 responses not canceled or refused or exempted as provided below, AMR shall arrive at the Destination within 14:59 minutes plus any applicable EMD Dispatch allowance provided for under 2.1 of the Agreement following AMR EMD’s receipt of a 911 call from Agency, 90% of the time calculated each calendar month.

2. Definitions. Response Time” shall be the time computed from the end of the EMD time allowance provided for under 2.1 (plus 3 minutes) of the Agreement following AMR’s receipt of a 911 call from Agency and AMR shall be deemed to have arrived at the Destination when the Ambulance comes to a stop at the Destination or, in the event of an unopened gate or other obstacle which impedes the Ambulance from proceeding to such destination, when the Ambulance stops at such obstacle. In the event a call is upgraded or downgraded, the applicable Response Time shall be the response time assigned to the lower of the two applicable codes. In the event an Ambulance is reassigned en route to another location, the time of Dispatch shall be deemed to be the time of such reassignment.

3. Exemptions. In determining whether AMR has met the Response Time Standards for each category of call during any calendar month, calls which fail to meet the applicable Standard for reasons beyond AMR’s reasonable control, including but not necessarily limited to the following reasons, shall be excluded from the numerator of the calculation:

   A. The Ambulance is blocked or impeded by a train, slow or impassable traffic or other impediment beyond AMR’s reasonable control;
   B. The Communications Center provides inaccurate or incorrect information regarding the Destination;
   C. Incidents requiring multiple responses, wherein only the response time for the first arriving Ambulance must be counted;
   D. The Destination is outside of the Service Area;
   E. Weather or traffic conditions at the time of the call are so severe as to impede the emergency vehicle’s response;
   F. One of more Ambulances are out of the Service Area on a mutual aid response that depletes AMR’s availability of ambulances in the region;
   G. Where more than three calls happen in any given hour;
   H. Any response outside the specified hours of operation in Section 3.1.

4. Reports. In order to assist Agency in determining whether AMR has met with the Response Time Standards for any calendar month, AMR shall provide the Town Manager or the Town Manager’s designee, on or before the 20th day of each month for calls the preceding month, a summary showing all responses, the Dispatch time and time of arrival at the Destination, and, for each call for which an exemption applies, a brief description of the basis for the exemption, with such supporting documentation as Agency may reasonably request.
5. **Penalties.** AMR shall pay Agency a penalty for each calendar month in which it has failed to meet the applicable Standard at least 90% of time for all categories of calls combined based on the information contained in AMR’s monthly report as provided for above. Any disagreement regarding the information contained in the monthly report shall be addressed by AMR and Agency in accordance with Section 10.1 of this Agreement. In making such calculation, all Priority 1 and 2 shall be aggregated. Exempt calls shall be excluded from the calculation. In the event AMR fails to meet Response Time Standards for all such calls combined during any month, it shall pay Agency, within sixty (60) days of receipt of an invoice from Agency, the following penalty: $100 per tenth of a percentage point below 90%.

For any individual Priority 1 response greater than 25 minutes plus any applicable EMD Dispatch allowance (3 minutes) provided for under 2.1 of the Agreement following AMR EMD’s receipt of a 911 call from Agency where an exception above does not apply, AMR shall pay Agency, within sixty (60) days of receipt of an invoice from Agency, the following penalty: Two Hundred Dollars ($200).

AMR will also pay Agency 1.5% of the amount due for any penalty not paid within sixty (60) days of receipt of a proper invoice from Agency.
MEMORANDUM

To: Newington Town Council
From: James E. Krupienski, (On behalf of Tanya D. Lane, Town Manager)
Date: June 20, 2019
Re: Discussion-Town Facilities Use Fee

This item has been added to the June 25, 2019 Town Council agenda to discuss revisions to the existing Town Facility Rental Policy. The existing policy has been in use since its implementation on January 1, 2003.

A copy of the existing policy has been included as part of this item.
TO GROUPS REQUESTING USE OF TOWN HALL FACILITIES:

Effective January 1, 2003, the Town of Newington has implemented a Facility Rental Fee policy for outside groups who wish to utilize certain Town facilities. The fees will aid the Town in offsetting the normal wear and tear costs associated with the usage of the facilities to protect the integrity of the facilities while preserving access for community groups.

Groups who wish to use a room in the Town Hall must complete the enclosed "Town Hall Facility Rental Application" and return it to the Town Manager's Office. A copy of the "Facility Rental Policy" is enclosed. Please keep it for your reference. Rental fees are listed at the back of the book; checks should be made payable to "Treasurer, Town of Newington" and should be received three days prior to use of the facility.

*For authorized groups utilizing the Town Hall after hours or on weekends when the Town Hall is otherwise closed, a designated individual will be required to obtain a key from the Dispatcher, leave a picture ID (driver's license preferred), and return the key when everyone from the group has left the building.*

The following doors to the Town Hall will no longer be open for general access to the facility:

- Entrance to the Council Chambers/stage from the lower parking lot
- Cedar Street entrance (near pay phone)
- Entrance from lower parking lot to the northwest portion of the building

These doors, along with all other exit points, will continue to open from the interior for egress and for evacuation purposes

Any exceptions to these rules must be authorized by the Town Manager. Thank you for your cooperation.

Yours truly,

Paul J. Fetherston
Town Manager

Encls.

Phone: (860) 665-8510  Fax: (860) 665-8507
townmanager@ci.newington.ct.us
www.ci.newington.ct.us
# Town Hall Facility Rental Application

Please complete application and return.

<table>
<thead>
<tr>
<th>Organization name:</th>
<th>Person responsible:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(must be in attendance)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date(s) and time requested. List multiple dates separately. Include time required to set up and clean up.

Number of people expected: Adults      Children      Total

<table>
<thead>
<tr>
<th>Type of event:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Open to the public?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admission fee charged?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraiser?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any Special Accommodations Required?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Food/beverages served?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Needed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorations?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If yes, please describe:

---

## Room(s) Requested:

- [ ] Auditorium/Council Chambers
  - Extras [ ] Stage [ ] Sound System [ ] Lighting
- [ ] Conference Room 1 As is
- [ ] Conference Room 2 As is
- [ ] Conference Room 3 As is
- [ ] Conference Room 5 As is

Phone: (860) 665-8510 Fax: (860) 665-8507
townmanager@ci.newington.ct.us
www.ci.newington.ct.us
By signing below I agree to indemnify and hold harmless the Town of Newington (hereinafter "Town"), its elected and appointed officials, employees and agents from liabilities, damages, claims, actions, costs and expenses, including reasonable attorney fees arising from the use of Town facilities pursuant to the rental agreement. The applicant is not required to indemnify the Town for the Town's negligence.

If permission is granted, I agree to be present during the entire use of the facility. My signature below signifies I agree to abide by all of the conditions of this application, the Facility Rental Policy and of any permit issued based on this application. I also agree to pay the Town of Newington all costs the Town may incur as a result of any failure to comply with all of these conditions including damages due to failure to leave the premises in usable condition.

Charges for the use of Town facilities by approved groups shall be in accordance with a fee schedule as established by the Town. The Town may request verification of an organization's non-profit status. The Town reserves the right to require that a person applying to use the facility on behalf of an organization provide a letter from such organization attesting that the person is an authorized agent for the organization.

Signature: ________________________________ Date: ________________________________

Name: ________________________________

(Please Print)

REQUIREMENTS

<table>
<thead>
<tr>
<th>Security</th>
<th>Yes</th>
<th>No</th>
<th>If yes, describe</th>
<th>Completed</th>
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</thead>
<tbody>
<tr>
<td>Insurance Certificate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security Deposit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved? Yes ________ No ________

If no, reason: ________________________________

Approved by: ________________________________ Date: ________________________________

Notes: ________________________________

FEES

<table>
<thead>
<tr>
<th></th>
<th>Amount Due</th>
<th>Amount Paid</th>
<th>Date Paid</th>
<th>Cash</th>
<th>Check</th>
<th>Receipt #</th>
<th>Refund</th>
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<tbody>
<tr>
<td>Rental Fee</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Security Deposit</td>
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<tr>
<td>Equipment Use</td>
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</tr>
<tr>
<td>Custodial Fee</td>
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<tr>
<td>Other</td>
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</tr>
</tbody>
</table>
FACILITY DESCRIPTIONS

Newington Town Hall is a fully accessible facility. Rooms are available during normal Town Hall business hours (8:30 a.m. to 4:30 p.m.), Monday through Friday. Rooms may be rented on weekends and/or evenings for events other than regularly scheduled meetings of boards, commissions, and committees with approval from the Town Manager's office.

Rooms will be rented on a first come-first served basis based on the following priorities:

A. Regularly scheduled meetings of Town boards, commissions, committees
C. Newington non-profit groups
D. State or regional non-profit groups
E. Employee professional groups

RESERVATION PROCEDURES
Applications for room rental are available in the Town Manager's office. Applications will be reviewed and if approved, shall serve as the rental agreement. Payment and any other required information must be delivered to the Town Manager's office at least three days prior to the event.

FACILITY SECURITY
Doors may not be propped open. For groups authorized to use the facility after regular business hours or on weekends, a designated individual will be required to obtain a key from the Police dispatcher, leave a picture ID (driver's license preferred), and return the key when everyone in the group has left the building. Groups are responsible for turning off all lights, turning heat down to 65 (if adjustable), turning off air conditioning if used, and for locking the room.

DESCRIPTION OF FACILITIES

**Council Chambers**- seats approximately 270 in theatre type seating, stage area. Suitable for large meetings. The stage area cannot be used for theatrical productions. Separate Rules and Regulations apply to use of this facility.

**Conference Room 1 (Donald F. McKay Room)**- seats approximately 15. Small conference room, one large table with upholstered seating, chalkboard. Suitable for business meeting or small committee meetings.

**Conference Room 2 (Bicentennial Room)**- seats approximately 20. Small conference room, one large table with upholstered seating. Suitable for business meeting or small committee meetings.

**Conference Room 3 (E. Curtis Ambler Room)**- seats approximately 30, can be set up as one large conference table with additional gallery seating, or with smaller table/seating configuration. Upholstered chairs. Chalkboard and tack board available. Suitable for committee meetings, small groups.

Newington Senior and Disabled Center
120 Cedar Street
Newington, CT 06111
Phone: (860) 667-5831
Fax: (860) 667-5835

Newington Senior and Disabled Center is a fully accessible facility with 25,000 square feet of space. During the day it is used exclusively by the Department of Senior and Disabled Center services, related programs, meetings and events. In the evening, the facility is available to community meetings and events. A rental fee will apply to non profit groups and organizations. Newington based groups of seniors and/or people with disabilities will not be charged a rent but may be required to provide a security deposit. The facility may be made available to groups and organizations on weekends on a limited basis with no recurring use.

Senior and Disabled Center rooms will be rented on a first come-first served basis based on the following priorities:

A. Regularly scheduled meetings of Town boards, commissions and committees
B. Department of Senior and Disabled Center Services programs or meetings
C. Other Town department programs or meetings
D. Senior and disabled resident groups and organizations
E. Newington based non-profit organizations

RESERVATION PROCEDURES
Applications for room rental are available at the Main Office of the Senior and Disabled Center. Applications will be reviewed and if approved, shall serve as the rental agreement. Payment and any other required information must be delivered to the Senior and Disabled Center at least three days prior to the event.

FUNDRAISING, FEES, SALES
Sales and soliciting are prohibited in all facilities. Any group charging an admission or fee must obtain prior approval. This includes fundraising ventures. Groups permitted to charge admission may be charged a percentage of revenues realized above the normal rental fee. Under no circumstances shall the sponsor of an event require sign in of attendees nor should the sponsor initiate any follow-up contact after the event.

FIRE CODE REGULATIONS
All fire code regulations must be observed. Doors with self-closing mechanisms must not be left propped open. Maximum room occupancy must not be exceeded.

POLITICAL USE OF FACILITIES
The Town of Newington has guidelines regarding the use of facilities for political purposes. These guidelines are intended to ensure that there is no bias or favoritism toward any political party or candidate. Political literature is not permitted in Town of Newington facilities. Any request for facility use for political activities will be handled on a case-by-case basis.

PARKING
Parking regulations must be followed at all times. No overnight parking is permitted.

RECURRING FACILITY USE
Requests for recurring facility use on a weekly or monthly basis will be considered on a case-by-case basis. An annual rate will be charged for recurring use. Approval of recurring use is provisional in that Town programs and operations will take priority and may result in the cancellation of previously approved use. The Town will make effort to provide alternate arrangements.
CLEAN UP
Groups are responsible for restoring the facility to the condition in which it was rented. All garbage/trash must be disposed of in the receptacles provided. Tables and chairs must be clean. All supplies, equipment and materials must be removed from the room. Groups that have received approval to use kitchen facilities, where available, must follow guidelines provided. Caterers must remove all equipment and supplies at the end of the event. Refrigeration is not available. Additional fees will be charged if extra cleaning is required by custodial staff.

CUSTODIAL SERVICES
A custodian or other authorized Town employee may be available in the facility to assist with any difficulties or emergency situations. Custodians have routine cleaning and maintenance responsibilities outside facility supervision. Extra fees may be charged for any additional custodial time required by groups using the facility, including any special setting up or cleaning after use.

FOOD AND BEVERAGES
Food and beverage consumption is prohibited without the express permission of the Town. If food and beverages are permitted, groups are responsible for their own utensils, dishes and condiments. Kitchen use, where available, is by prior approval only. All food and beverages must be removed from the facility at the end of the event.

ALCOHOL/SMOKING
Alcoholic beverages and smoking are prohibited in Town of Newington facilities.

STORAGE
Storage of materials or equipment before or after the rented time is not permitted.

DESCRIPTION OF FACILITIES
The Senior and Disabled Center has a variety of rooms available. Each room is described below and the available set ups are listed. For reference, audience style provides a head table and chairs in rows, classroom style provides tables and chairs and open provides no tables or chairs.

Auditorium
The Auditorium is the largest room with a capacity for up to 150 people audience style or 100 with tables and chairs. The room has a stage with lighting and a sound system. This room can also be left open for recreational activities.

Cafeteria
The Cafeteria has a capacity for 100 people. It is rented as is with round tables and chairs. It has a sound system that can be used on request.

Kitchen
The Kitchen has a commercial gas stove, warming trays and sinks. There is no refrigeration available. While it is equipped for some food preparation, the kitchen is more appropriate for catered events. There are no dishes or utensils available. There is a separate set of guidelines for kitchen use that will be provided to approved users. The kitchen may only be used with explicit permission.

Multi-purpose Room
This room is rented as is with round tables and chairs, audience style, classroom style or open. The maximum capacity ranges from 30-50.

Arts and Crafts Room
This room is rented as is with long tables and chairs. The maximum capacity is 30 people.
A&B meeting Room
This room is carpeted. Food and beverages and craft and other like activities are not permitted. It can be set up audience style, classroom style or open. There is a white board. Maximum capacity it 30-50.

Ceramics Room
This room can be used for a variety of events and can be set up audience style, classroom style or open. Maximum capacity is 30-50.

TV Lounge
This room is carpeted. Food and beverages and crafts or other like activities are not permitted. This room is rented as is with couches and chairs. A large screen TV and VCR are available for use with prior permission. The maximum capacity of this room is approximately 20.

CONDUCT
Groups and organizations are responsible for the conduct of those attending events. Disruptive or inappropriate behavior will not be tolerated.

EVENT SECURITY
Event security may be required depending on the size and nature of the event. Security requirements will be determined by and provided through the Newington Police Department. The group or organization using the facility will pay the cost of security.

DECORATIONS
Groups or organizations may decorate the rented area provided that all decorations are removed and no damages are incurred. Decorations may not be nailed, glued, pinned or stapled to any wall, ceiling, window, window cover, or light fixture. Caution should be exercised with adherents that might damage paint or leave a residue. Potentially flammable decorations, including live boughs or wreaths and candles, are prohibited.

EQUIPMENT USE
Town of Newington equipment may not be used without prior approval. Equipment may not be removed from Town facilities except as needed by Town events. Groups are not permitted to change settings of sound systems, heating and ventilation or lighting without explicit permission.

SET UP AND BREAKDOWN
Rooms are rented as is unless otherwise indicated in the facility descriptions. Room set up will be limited. Town staff will set up rooms with tables and chairs according to approved plans submitted with application. Groups and organizations are not permitted to alter room set up or to rearrange furniture. Requests for changes in set up plans may be accepted if submitted at least two business days prior to use. Town staff will break down room following use.
DAMAGES
Groups and organizations will be held liable for any damage to equipment, furnishings, buildings or exterior surroundings not attributed to normal wear and tear. A written notice of any damage must be submitted to facility officials within 24 hours of room use along with a report on how and when it will be repaired. If the Town must make repairs, the group will be billed for all costs incurred.

SECURITY DEPOSITS
A security deposit, above and beyond the rental fee, may be required in advance. Security deposits will be refunded, less any amounts charged for damages, within 14 days following the function for single use, and within 14 days following the last date of use for ongoing use.

INSURANCE
A Certificate of Insurance may be required naming the Town of Newington as additionally insured. This will be determined based on the nature of the activity. The Town of Newington will determine the level of coverage required in keeping with the requirements established by the Standing Insurance Committee of the Town of Newington. If a Certificate of Insurance is required, it must be provided prior to the date of facility use.

SUPERVISION
Youth groups must have adequate adult supervision. Adequate supervision is 1 adult (21 or older) for every 10 youth (under 21). Children accompanying members of groups or organizations shall not be left unsupervised in other areas of the facility. Groups or organizations serving people with special needs must ensure adequate supervision.

OTHER TOWN FACILITIES
Other Town facilities may be available for use. These facilities have separate rules and regulations. Groups interested in using these facilities should contact the appropriate department. These include:

Community Center, Multi-purpose Room, Kellogg-Eddy House—contact Parks and Recreation at 665-8666.

Monnier Room (by Police Department)—stadium style seating for approximately 30. Contact the Police Department at 666-8445.

Lucy Robbins Welles Library—contact the Library at 665-8700

Helen Nelson Room (Board of Education Room B&C)—Located in Town Hall—seats approximately 50. Can be set up as one large conference table with additional gallery seating, or with smaller table/seating configuration. Includes chalkboard and screen. Counter, sink and running water are available. Reservations are made through the Superintendent’s office (665-8612).
RULES AND REGULATIONS

The following Rules and Regulations apply to both Town Hall and the Senior and Disabled Center. Failure to comply with these rules and regulations will result in the forfeiture of facility use. A description of available facilities and policies and procedures specific to each facility follows the Rules and Regulations.

USER RESPONSIBILITY
Groups and organizations renting Town facilities are expected to comply with all rules and regulations set forth. The person signing the application on behalf of the group or organization must be in attendance at all times and ensure that the group complies with the rules and regulations.

INDEMNIFICATION
The applicant agrees to indemnify and hold harmless the Town of Newington (hereinafter “Town”), its elected and appointed officials, employees and agents from liabilities, damages, claims, actions, costs and expenses, including reasonable attorney fees arising from the use of Town facilities pursuant to the rental agreement. The applicant is not required to indemnify the Town for the Town’s negligence.

RENTAL FEES
Rental fees will be charged according to the established schedules. Fees are due three days prior to use. A full refund will be issued provided notice of cancellation is received at least three business days prior to use. A refund less 25% for administrative costs will be issued if notice is received less than three days prior to use. If notice of cancellation is not submitted, there will be no refund. Repeated no-shows will result in the forfeiture of future facility use.
Statement of Purpose

The Town of Newington has facilities that are designated for specific operations. Facilities may be made available for use by community-based groups and organizations in accordance with the general provisions of this policy.

- Each facility’s administrative department has the authority to approve and administer room use for that facility.
- Room rentals shall not interfere with normal Town operations.
- A fee schedule will be established to ensure that facility use is cost neutral to the Town of Newington. These fees shall offset personnel, facility operating costs and general wear and tear.
- An authorized Town of Newington employee shall be on the premises while any portion of a facility is rented.
- Permission to use the facility does not constitute an endorsement of any group’s beliefs or policies by the Town of Newington.
- The Town of Newington will determine the appropriate use of rooms in terms of the nature of the activity.
- Town of Newington facilities may not be used as the official address or headquarters of any group or organization.
- Any willful damage or abuse of Town property and any failure to comply with rules or regulations will result in denied future access to Town of Newington facilities.

SENIOR AND DISABLED CENTER

RENTAL FEE SCHEDULE
Effective January 1, 2003

♦ Locally Organized Non-Profit and Newington Civic Organizations – Regular Meetings/Events at Senior and Disabled Center Facilities (excluding Auditorium and Cafeteria)
  One Time Annual Fee for Monthly use $90
  One Time Annual Fee for Weekly Use $150

♦ Locally Organized Non-Profit and Newington Civic Organizations – Regular Meetings/Events at Senior and Disabled Center Auditorium and/or Cafeteria
  One Time Annual Fee for Monthly use $180
  One Time Annual Fee for Weekly Use $300

♦ Locally Organized Non-Profit and Newington Civic Organizations (occasional use)
  Meeting Rooms $5 per hour
  Auditorium or Cafeteria $10 per hour

♦ All Other Non-Profit and Civic Organizations
  Meeting Rooms $25 per hour
  Auditorium and/or Cafeteria $75 per hour

♦ Weekend Rates
  The rental fee for any weekend use of any room is $45 per hour.
Memorandum

To: Newington Town Council  
From: Chris R. Schroeder  
Date: June 21, 2019  
Re: CIP Budget Transfer

I respectfully request to transfer the following funds for the purchase of two thermal imaging cameras from the following accounts:

- Fire Co 1 Energy Eff A/C Repl - $5,000 left account number 30235-88935
- Fire Co. 1 Energy Eff Radiant Heat - $19,000 account number 30235-88936
RESOLVED:

The Newington Town Council, in accordance with the Town Council, Rules of Procedure, §12 Voting, adopted May 10, 2016, hereby moves to allow action on New Business Agenda Item VIII.D to approve the transfer of CIP funds for the Fire Department.

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________

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 Fund, the amounts listed below.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30235-88935</td>
<td>Fire Co 1 Energy Eff A/C Repl</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>30235-88936</td>
<td>Fire Co 1 Energy Eff Radiant Heat</td>
<td>$19,000.00</td>
</tr>
</tbody>
</table>

______________________________
Janet Murphy, Director of Finance

RESOLVED:

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

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>30235-88315</td>
<td>Thermal Imaging Cameras</td>
<td>$24,000.00</td>
</tr>
</tbody>
</table>

MOTION BY: ________________________
SECONDED BY: _____________________
VOTE: _____________________________
RESOLVED:
That the Newington Town Council hereby makes the following appointment:

**CENTRAL CT HEALTH DISTRICT BOARD OF DIRECTORS**

4 members, 4 year term

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Party</th>
<th>Term</th>
<th>Replaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Richter</td>
<td>87 Fisk Drive</td>
<td>R</td>
<td>7/1/2019 – 6/30/2022</td>
<td>Reappointment of self</td>
</tr>
<tr>
<td></td>
<td>Newington, CT 06111</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

MOTION BY: ______________________
SECONDED BY: ___________________
VOTE: _________________________
RESOLVED:

That property tax refunds in the amount of $ 630.76 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.
<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Honda Lease Trust</td>
<td>$86.21</td>
</tr>
<tr>
<td>600 Kelly Way</td>
<td></td>
</tr>
<tr>
<td>Holyoke, MA 01040</td>
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</tr>
<tr>
<td>Toyota Lease Trust</td>
<td>$544.55</td>
</tr>
<tr>
<td>20 Commerce Way Ste 800</td>
<td></td>
</tr>
<tr>
<td>Woburn, MA 01801-1057</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 630.76</strong></td>
</tr>
</tbody>
</table>
RESOLVED,

That the Newington Town Council, in accordance with CGS §1-200(6)(B) hereby moves to go into Executive Session, and invites the Town Council members, the Mayor and Tanya D. Lane, Town Manager to discuss Pending Litigation: Camillo et al v. Town of Newington.