



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR BETH DELBUONO

NEWINGTON TOWN COUNCIL REGULAR MEETING AGENDA

**Conference Room L-101 – Town Hall
131 Cedar Street**

Tuesday, August 11, 2020, 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. PROCLAMATIONS/AWARDS
 - A. Retirement – Denise Haas, Senior & Disabled Center
 - B. Retirement – Carol Aregood, Assessor’s Office
- 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. CONSIDERATION OF OLD BUSINESS
 - A. Health Update – COVID-19
 - B. Town Hall Project Update
 - C. Code of Ordinances Review – Chapter 43, Fiscal Year
 - D. Anna Reynolds Elementary School Renovations Project
 - a. Introduce Bonding Resolution/Set Public Hearing Date for August 27, 2020
- VIII. NEW BUSINESS
 - A. Tropical Storm Isaias Update
 - B. FFY 2020 Homeland Security Grant Program
 - C. Anna Reynolds Elementary School PBC - Owner’s Project Representative Services
- IX. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
- X. TAX REFUNDS (**Action Requested**)
 - A. Approval of August 11, 2020 Refunds for an Overpayment of Taxes

- XI. MINUTES OF PREVIOUS MEETINGS
 - A. July 14, 2020 Regular Meeting Minutes
 - B. July 28, 2020 Regular Meeting Minutes
- XII. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER
- XIII. COUNCIL LIAISON/COMMITTEE REPORTS
- XIV. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
- XV. REMARKS BY COUNCILORS
- XVI. ADJOURNMENT

PROCLAMATION

WHEREAS, Denise Haas has been the Administrative Coordinator at the Senior and Disabled Center for 18.5 years; and

WHEREAS, Denise has overseen countless renovations, improvements and maintenance at the Center to create a welcoming and safe environment for thousands of visitors; and

WHEREAS, Denise has been the heart of the administration of the Center, ensuring smooth operations, overseeing the implementation of the MySeniorCenter database, development of policies and procedures, supervising front office staff and volunteers and oversight of the front office.; and

WHEREAS, Denise has managed the finances of the Senior and Disabled Center, modernizing all policies and operations including the implementation and management of point of sale systems for our volunteer run operations; and

WHEREAS, Denise's strong work ethic and pride in her work at the Senior and Disabled Center have served the Town of Newington admirably; and

WHEREAS, Denise's genuine caring and compassion for the thousands of older adults and people with disabilities that have visited the Center in the past 18 years have made a difference.; and

NOW THEREFORE BE IT RESOLVED, that the Newington Town Council hereby recognizes and extends its sincere appreciation to Denise Haas for her professional service and dedication to the Town and wishes her the best in her retirement.

Dated in Newington, Connecticut, this 11th day of August, 2020.

Beth DelBuono, Mayor

PROCLAMATION

WHEREAS, Carol Aregood has been the Deputy Assessor for 33 years.; and

WHEREAS, Carol is mainly responsible for residential new construction, motor vehicle valuation, taxpayer's personal exemptions, and with the assistance of Karen Halprin of the Senior and Disabled Center, supervises the annual filing of elderly and disabled taxpayers of Newington who receive tax relief in the form of credits off of their tax bills; and

WHEREAS, Carol had over 500 elderly/disabled taxpayers on the program many of whom she knew personally, and they would insist on her taking care of them when they came in to refile; and

WHEREAS, Carol's strong work ethic and customer service in the Assessor's office has served the Town of Newington admirably, by devoting time to talk, diffuse and help residents understand their evaluation; and

WHEREAS, Carol participated in five Town revaluations during her time in Newington and what made that even more extraordinary is that the Town changed vendors and software three times forcing her to learn three different new Assessor's programs; and

WHEREAS, Carol is the model for all Town employees for the extraordinary customer service that she provides to the taxpayers of this community by doing everything she possibly can to satisfy the issue presented to her; and

NOW THEREFORE BE IT RESOLVED, that the Newington Town Council hereby recognizes and extends its sincere appreciation to Carol Aregood for her professional service and dedication to the Town and wishes her the best in her retirement.

Dated in Newington, Connecticut, this 11th day of August, 2020.

Beth DelBuono, Mayor



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR 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: August 6, 2020
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

131 CEDAR 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: August 6, 2020
Re: Town Hall Project Update

Keith Chapman, Town Manager, will update the Town Council the status of the Town Hall Renovation Project and answer any questions that the Council may have.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: James E. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: August 6, 2020
Re: Code of Ordinances Review – Chapter 43, Fiscal Year

The Town Council, during the July 28, 2020 meeting, discussed a proposed change to Chapter 43, Fiscal Year, to allow for motor vehicles with a total tax exceeding \$500 to be paid in two (2) installments.

Janet Murphy, Finance Director surveyed 15 surrounding towns to determine how they handle the collection of Real Estate, Personal Property and Motor Vehicle tax collection.

This item is currently only a discussion for the possible change. Should the Town Council decide to move forward, the revised language would be introduced, and a Public Hearing scheduled. Once the Public Hearing has concluded the Town Council may make any amendments based on public comments and statutory allowances, prior to adoption. If the revised ordinance is approved, it would go into effect 15 days after publication.

Attachments:

- Memorandum from Janet Murphy, Director of Finance, dated August 4, 2020; RE. Tax Payments
- Surrounding Towns Tax Collection Survey
- Code of Ordinances – Chapter 43, Fiscal Year
- Connecticut General Statutes, Chapter 204, Local Levy & Collection of Taxes

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Chapter 43

Fiscal Year

[HISTORY: Adopted by the Town Council of the Town of Newington 5-22-1973; amended 7-27-1993 by Ord. No. 9193-8 (§ 2-1 of the 1974 Code). Subsequent amendments noted where applicable.]

§ 43-1 Fiscal year.

The Town hereby establishes a fiscal year of July 1 to June 30, as provided in § C-801 of the Town Charter, and becomes a complying municipality as provided in C.G.S. § 7-382.

§ 43-2 Tax payments in installments.

- A. Taxes for fiscal years shall be payable in two installments, the first half on July 1 and the second half on the following January 1. If the total tax payable on any list shall be less than \$500, the full amount of such tax shall be due and payable on July 1 in each year.

- B. Motor vehicle taxes shall be due and payable in one installment.

Chapter 204

Local Levy & Collection of Taxes

Sec. 12-142. Installments; due date. The legislative body of each municipality, upon approving any budget calling for the laying of a tax on property, shall determine whether such tax shall be due and payable in a single installment or in two semiannual installments or in four quarterly installments and shall, unless otherwise provided by law, designate the date or dates on which such installment or installments shall be due and payable, subject to the provisions of section 7-383, in any municipality in compliance with requirements concerning the uniform fiscal year under chapter 110; provided the last installment of any such tax shall be due and payable not later than forty-five days before the end of the fiscal year in which the first installment thereof is due and payable, and provided any special tax shall be due and payable in a single installment. In case of failure of the legislative body to determine when such tax shall be due and payable or whenever the date on which such tax shall be due and payable has been determined, however, (1) the preparation and mailing of rate bills for such tax is delayed until after the date such tax is due or (2) such tax is not applicable to certain property until after the date such tax is due, such tax shall be due and payable, with respect to all property or property which becomes subject to tax after the date such tax is due, whichever is applicable, not later than thirty days following the date on which rate bills for such tax are mailed or handed to persons liable therefor. Except as otherwise provided by law, the several installments of a tax due in two or four installments shall be equal, but any taxpayer may pay two or more of such installments when the first is due.

(1949 Rev., S. 1824; P.A. 83-579, S. 2, 3.)

History: P.A. 83-579 provided that in the event the legislative body fails to determine when the tax is due, or, if determined and mailing of rate bills is delayed until after the tax due date or such tax is not applicable to certain property until after the tax due date, such tax shall be due not later than 30 days following the date on which rate bills are mailed.

See Sec. 7-383 re due date of tax levy.

See 12-63a(d) re payment of taxes on mobile homes.

This date determines beginning of year during which collector may continue by certificate the lien of taxes on real property. 101 C. 389.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Finance Department

Janet Murphy
Director of Finance

Memorandum

To: Keith Chapman, Town Manager
From: Janet Murphy, Director of Finance
Date: August 4, 2020
Re: Tax Payments

In response to the request at the last Council Meeting for some details regarding the payment of Motor Vehicle and Personal Property taxes and how other towns handle the payments, I have put together the attached spreadsheet that shows the results from 15 other towns in our area. Our current payment policies are consistent with what the surrounding towns are doing.

Although our threshold is higher than other towns for Personal Property taxes, almost all of the other towns are similar in that they split the Personal Property tax payments into 2 installments when the amount goes over the threshold. For the Town of Newington, our policy is that the Personal Property taxes are paid in two installments unless they are under \$500.

For Motor Vehicles there is only one town, East Hartford, that separates their Motor Vehicle tax payments into 2 payments if they are over a certain amount. Of the 28,668 motor vehicle assessments for the Town of Newington, 6,132 of them are over the \$500 amount. This is equal to a little over half of our tax revenue from Motor Vehicles or \$4,697,301. On review of these accounts I did note that 30% of them are payments that we receive from leasing companies.

As for additional cost that we would incur due to changes being made to the Motor Vehicle tax payments, I would estimate that this figure would be close to the \$10,000 range and includes such things as staffing, postage, and vendor processing. What this would not include what I believe would be a reduction in the tax collection rate. At this time our tax collection rate for motor vehicles is 97.92 while in total our collection rate for the past 2 years for all areas has been a little above 99%. A reduction in the collection rate for Motor Vehicles of 1% would cost the Town approximately \$100,000.

	Real Estate	Motor Vehicle	Personal Property
Newington	2 installments	1 installment	2 Installments - unless under \$500 then 1
Avon	2 Installments	1 installment	1 installment
Berlin	2 Installments	1 installment	1 installment
Bloomfield	2 Installments - unless under \$1000 then 1	1 installment	1 installment
Cromwell	2 Installments	1 installment	2 Installments - unless under \$100 then 1
Cheshire	2 Installments - unless under \$100 then 1	1 Installment	1 Installment
East Hartford	2 Installments - unless under \$400 then 1	2 Installments - unless under \$400 then 1	2 Installments - unless under \$400 then 1
Farmington	2 Installments - unless under \$100 then 1	1 installment	2 Installments - unless under \$100 then 1
Glastonbury	2 Installments	1 installment	2 Installments - unless under \$100 then 1
Manchester	2 Installments	1 Installment	2 Installments
New Britain	2 Installments - unless under \$200 then 1	1 installment	2 Installments - unless under \$200 then 1
Rocky Hill	2 Installments	1 installment	2 Installments - unless under \$300 then 1
Simsbury	2 Installments - unless under \$100 then 1	1 Installment	2 Installments - unless under \$100 then 1
West Hartford	2 installments	1 installment	2 installments
Wethersfield	2 installments	1 installment	2 Installments - unless under \$500 then 1
Windsor	1 Installment	1 Installment	1 Installment



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar 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: August 7, 2020
Re: Introduce Bonding Resolution/Set Public Hearing Date – August 27, 2020

At the June 23, 2020 Town Council meeting, the Town Manager and Finance Director were authorized to contact Bond Counsel for the creation of Draft Bond Language regarding the Anna Reynolds Elementary School Renovation Project. The Resolution for introduction of the draft language and to schedule a Public Hearing has been included with this item. I have also included for your review a timeline from introduction of the Bond language through the Referendum vote, prosed for the November 3, 2020 Election.

Actions for this evening will consist of the following; First is to formally introduce the bond issue in the amount of \$35,500,000. Once the resolution is formally introduced, then it must be tabled, with no further discussion on the item until after the Public Hearing. Second will be a resolution to set a Public Hearing date of August 27, 2020 at 7:00 p.m. regarding the bond issue at which time the public will have an opportunity to present questions and concerns to the Town Council. A Special Meeting will also be scheduled for immediately after the Public Hearing for formal adoption of the Bond Language, for submission to the Secretary of the State, to place the question on the November ballot.

Attachment:

- Appropriation & Bond Authorization Schedule, dated July 17, 2020 from Michael P Botelho
- Resolution – Introduction of Bond Resolution-Anna Reynolds Elementary School Renovation Project.

MEMORANDUM

TO: Keith Chapman, Town Manager
Janet Murphy, Director of Finance

FROM: Michael P. Botelho

RE: Appropriation and Bond Authorization Schedule

DATE: July 17, 2020

This memorandum provides a timeline for the holding of a referendum on election day by the Town of Newington (the “Town”) to make special appropriations for, and authorize the issuance of bonds and notes to finance, the Anna Reynolds Elementary School renovation project.

This timeline is based upon our review of the Connecticut General Statutes, the Town Charter and the Town Council Rules of Procedure. It does not reflect action by the Planning and Zoning Commission as may be required by C.G.S. § 8-24.

At your request, I have used the date of August 25, 2020 for the holding of a public hearing and November 3, 2020 as the referendum date.

ACTION

Town Council
(August 11, 2020)

At a regular meeting, Town Council introduces authorization for appropriation, bonding, referendum date and question. No discussion of the authorization is to occur at meeting. In addition, Town Council approves by at least five (5) votes the date, place and purpose for the public hearing. (Charter §§ C-404, C-405, C-406 and C-407)

Notice of Public Hearing
(To be published no later than
August 19, 2020)

Notice of time, place and purpose of the public hearing and text of bond resolution is published in daily newspaper having circulation within Town and on Town bulletin board and website at least five (5) days prior to public hearing. (Charter § C-406)

Public Hearing and Town Council
Authorization
(August 25, 2020)

At a regular meeting, Town Council holds public hearing and at least five (5) members of Town Council vote to authorize appropriation, issuance of bonds and submission of bond issue to referendum no later than sixty (60) days prior to date of

referendum (November 3, 2020). (Charter §§ C-404, C-406, C-407 and C-408). Town Council also authorizes by resolution preparation and printing of explanatory text of referendum question approved for submission to voters, at which non-advocacy restrictions are triggered. (C.G.S. § 9-369b(a); C.G.S. § 9-370)

Informational Mailer to Printer
(After August 25, 2020)

Printing of informational mailer can occur once authorized by Town Council. (C.G.S. § 9-369b)

Publication and Effectiveness of Bond Authorization
(To be published on or about August 26, 2020)

Bond resolution to be published after passage by Town Council in newspaper having circulation in Town and shall become effective fifteen (15) days after publication. (Charter § C-406)

Submission of Referendum Question
(No later than September 18, 2020)

Town Clerk submits referendum questions to the Secretary of the State's Office at least forty-five (45) full days prior to the date of referendum. (C.G.S. § 9-369a).

Notice of Referendum
(To be published between October 19 and October 29, 2020)

Town Clerk to publish in newspaper having general circulation within Town at least five (5) days and no more than fifteen (15) days prior to referendum. (C.G.S. §§ 7-9c, 9-226 and 9-369)

Town Clerk to prepare and print Absentee Ballots
(No later than October 2, 2020)

Absentee ballots shall be provided to ballot applicant beginning on the 31st day before an election (or, if such day is a Saturday, Sunday or legal holiday, beginning on the next preceding business day). (C.G.S. §9-140f)

Referendum Vote
(November 3, 2020)

Voters must approve or reject resolution at referendum held on bond resolution. Referendum must be held between the hours of 6:00 a.m. and 8:00 p.m. (Charter § C-408; C.G.S. § 9-174)

Should you have any questions concerning this schedule or any other issues related to this matter, please do not hesitate to contact me.

AGENDA ITEM VII.D
DATE: 8/11/2020
RESOLUTION NO. 2020 -

RESOLVED:

INTRODUCTION: BONDING RESOLUTION

Resolution authorizing an appropriation of \$35,500,000 for the Anna Reynolds Elementary School Renovation Project and the financing of said appropriation by the issuance of general obligation bonds of the town and notes in anticipation of such bonds in an amount not to exceed \$35,500,000, as well as establishing a date for a referendum.

INTRODUCED BY: _____

RESOLVED, that the Town Council of the Town of Newington hereby schedules a Public Hearing, to be held through the use of Zoom Webinar Software in Newington, Connecticut, on Tuesday, August 27, 2020 at 7:00 p.m. to hear comments on the foregoing resolution.

BE IT FURTHER RESOLVED, that the Town Clerk post and publish notice of the time, place and purpose of said public hearing, along with the foregoing resolution in full, in accordance with the provisions of Section 406 of the Town Charter.

MOTION BY: _____

_SECONDED BY: _____

VOTE: _____

**TOWN OF NEWINGTON
TOWN COUNCIL**

RESOLUTION AUTHORIZING AN APPROPRIATION OF \$35,500,000 FOR THE ANNA REYNOLDS ELEMENTARY SCHOOL RENOVATION PROJECT AND THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$35,500,000, AS WELL AS ESTABLISHING A DATE FOR A REFERENDUM

RESOLVED, (1) That the Town of Newington (the "Town") appropriate the sum of \$35,500,000 for costs related to the Anna Reynolds Elementary School renovation project, consisting of certain building and infrastructure repairs, renovations, construction and improvements, and equipment acquisition, at the Anna Reynolds Elementary School, including, without limitation, (i) the renovation, repair, reconfiguration, reallocation, consolidation, conversion and/or construction of classrooms, offices, conference rooms, public areas, lavatories, storage space and other building areas, (ii) the replacement, repair and renovation of roof and building envelope, (iii) the making of exterior façade improvements, (iv) the installation, repair and replacement of windows and doors, (v) room, wall and floor construction and renovation, (vi) code compliance work, including handicapped accessibility code improvements, (vii) hazardous materials abatement, (viii) the removal, replacement and installation of flooring (tiles, rugs and carpets), (ix) elevator construction, (x) the installation of sensory paths within hallways, (xi) installation and construction of lavatories, sinks and classroom, teacher and student storage areas, (xii) the purchase and installation of exterior and interior security system equipment and improvements, (xiii) the purchase and installation of fire alarm and fire protection equipment and improvements, (xiv) the purchase and installation of information technology, telephone infrastructure, public address system improvements, sound system and acoustical insulation improvements, clocks, technology improvements, and equipment and materials related thereto, (xv) electrical, mechanical, plumbing, lighting, HVAC system, climate controls/ventilation system and other building system improvements, (xvi) site improvements, including the reconfiguration of school bus and parent drop-off and pick-up areas, the repair, repavement and replacement of parking lots and sidewalks, landscaping improvements, and playground area improvements, (xvii) the purchase and/or installation of equipment, fixtures, furniture and other materials, including, without limitation, whiteboards, bulletin boards, room shades, computers, art room equipment, music room equipment, media center equipment, administrative office equipment, food service equipment and gym equipment, (xviii) the preparation and printing of bid documents, cost estimate reports and studies, environmental reports, informational materials and other preliminary materials, studies and reports related to the project, and (xix) design, demolition, construction, site work, engineering, project and construction management, architectural, permit, insurance, testing and inspections, legal, administration, temporary and permanent financing costs and expenses and any other costs and expenses related thereto, all of the above with such changes as the Town Council may approve (the "Project"). The Town Council is authorized to determine the scope and particulars of the Project. The Town Council may reduce or modify the scope of the Project, and the entire appropriation authorized hereby may be spent on the Project as so reduced or modified.

(2) That to finance said appropriation for the Project, the Town issue bonds or notes in an amount not to exceed \$35,500,000 (or so much thereof as may be necessary after deducting grants or other sources of funds received by the Town for said project). The bonds or notes shall be issued pursuant to Chapter 109 of the Connecticut General Statutes, Revision of 1958, as amended (the "Connecticut General Statutes"), including, without limitation, Section 7-369 of the Connecticut General Statutes, Section 10-289 of the Connecticut General Statutes, and any other enabling acts.

(3) That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes for the Project or the receipt of grants

for the Project. The amount of the notes outstanding at any time shall not exceed \$35,500,000. The notes shall be issued pursuant to the Town Charter and Section 7-378 of the Connecticut General Statutes. The Town shall comply with the provisions of Section 7-378a of the Connecticut General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

(4) That the Town Manager and the Director of Finance of the Town (the "Officials") be authorized to sign said bonds or notes by their manual or facsimile signatures and to determine the amounts, rates of interest, dates, maturities, dates of principal and interest payments on such bonds or notes, the form of such bonds or notes; the provisions for protecting and enforcing the rights and remedies of the holders of such bonds or notes and all other terms, conditions and particular matters regarding the issuance and securing of such bonds or notes and to execute, sell and deliver the same, and provide all supporting documentation as may be necessary or desirable to accomplish such purposes and to comply with the requirements of the Internal Revenue Code of 1986, as amended, Securities and Exchange Commission Rule 15c2-12, the Town Charter, the provisions of the Connecticut General Statutes and any other applicable provision of law thereto enabling. The bonds and notes authorized hereby shall be general obligations of the Town secured by the full faith and credit of the Town.

(5) That the Officials are hereby authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent for such bonds and notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; that the law firm of Updike, Kelly & Spellacy, P.C., Hartford, Connecticut, is designated as the attorneys at law to render an opinion approving the legality of such issue or issues.

(6) That the Officials are authorized to sell the bonds and notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes. If the bonds or notes authorized by this resolution are issued on a tax-exempt basis, the Officials are authorized to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes, including covenants to pay rebates of investment earnings to the United States in future years.

(7) That the Town hereby declares its official intent under Federal Income Tax Regulations Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the Project. The Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(8) That the Officials are authorized to make representations and enter into written agreements or otherwise covenant for the benefit of holders of the bonds or notes to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws of rules pertaining to the sale or purchase of such bonds or notes.

(9) That the Town Manager is hereby authorized, on behalf of the Town, to execute any contracts with engineers, contractors, architects and other persons for the Project, and to apply for and accept state or other grants to finance the appropriation for the Project, excluding grants to be applied for by the Newington Board of Education, as authorized by the Town Council under separate resolution.

(10) That the Officials are authorized to take all other actions which are necessary or desirable to complete the Project consistent with the foregoing and to issue bonds or notes to finance the aforesaid appropriation.

(11) That this resolution shall become effective after it has been voted on and approved by a majority of the qualified electors voting thereon at referendum duly called and held for such purpose.

BE IT FURTHER RESOLVED,

(1) That should the Town Council adopt the foregoing resolution, pursuant to Section C-408 of the Town Charter, said resolution shall be submitted to the voters at referendum to be held on Tuesday, November 3, 2020, between the hours of 6:00 a.m. and 8:00 p.m., for a yes or no vote, in the designated voting locations in the manner provided by said Charter and the Connecticut General Statutes, Revision of 1958, as amended, and that the Town Clerk is directed to post and publish notice of such referendum in accordance with the provisions of said Charter and the Connecticut General Statutes, which notice shall state the question to be voted on as follows:

“Shall the resolution entitled, ‘RESOLUTION AUTHORIZING AN APPROPRIATION OF \$35,500,000 FOR THE ANNA REYNOLDS ELEMENTARY SCHOOL RENOVATION PROJECT AND THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$35,500,000’, be approved?

Yes _____ No _____”

The ballot label for said question shall read as follows:

“Shall the Town of Newington appropriate \$35,500,000 for the Anna Reynolds Elementary School renovation project and authorize the issuance of general obligation bonds and notes in the same amount to finance said appropriation?

Yes _____ No _____”

BE IT FURTHER RESOLVED, That the Town Council hereby authorizes the preparation and printing by the Town Clerk, subject to the approval of the Town Attorney, of explanatory text for the question approved hereby for submission to the voters at referendum on November 3, 2020 specifying the intent and purpose of the Project in accordance with Section 9-369b of the Connecticut General Statutes. Subject to the approval of the Town Attorney, the Town Council further authorizes the preparation and printing of materials concerning the question approved hereby for submission to the voters at referendum in addition to the explanatory text in accordance with Section 9-369b of the Connecticut General Statutes.

Upon Motion duly made and seconded, the foregoing Resolution was adopted by the following roll call vote:

In Favor:

Opposed:



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR 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: August 7, 2020
Re: Tropical Storm Isaias Update

Keith Chapman, Town Manager, will update the Town Council on the recovery and cleanup efforts being taken within the municipality from the impact of Tropical Storm Isaias.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar 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: August 7, 2020
Re: State Homeland Security Grant Program – Memorandum of Agreement

This Agreement is proposed to use Federal Homeland Security Grant funds to support eight Regional set-aside projects. The total amount of funds being retained on behalf of local governments is \$1,654,801 that will benefit the following projects:

- a. Regional Collaboration;
- b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
- c. Addressing Emergent Threats;
- d. Capitol Metropolitan Medical Response System - MMRS;
- e. Medical Preparation and Response; and Cyber Security; Citizen
- f. Corps. Program;
- g. Enhancing Cybersecurity; and,
- h. Enhancing Protection of Soft Targets and Crowded Places.

The purpose of the agreement is to authorize the State Administrative Agency (SAA) to act as an Agent for the town and to retain and administer the grant funds. The Capital Region Council of Governments (CRCOG) will provide financial and programmatic oversight supporting the uses of the funds under the Homeland Security Grant Program (SHSGP).

Fire Chief, Chris Schroeder will be available to discuss the Grant program and answer questions. The application deadline for submission of the executed Memorandum of Agreement is October 20, 2020.

If the Town Council is in favor of the supplied Memorandum of Agreement, then the Blanket Resolution authorizing the Agreement will be placed on the August 25, 2020 meeting agenda for adoption.

Attachment:

FFY 2020 State Homeland Security Grant Program, Region 3 MOA



**FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAM
Region 3 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	
Municipality Name:	
Town CEO Name:	
Town CEO Title (ie. Mayor):	

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	



**FFY 2020 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: _____

Received by: _____

For the MOA:

- A municipal point of contact been identified in Part III, Section M.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail or email the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2.

Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 3 REPT Chair has signed and dated the agreement.
- The Region 3 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: October 20, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-*pending*. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
 - c. Addressing Emergent Threats;
 - d. Capitol Metropolitan Medical Response System - MMRS;
 - e. Medical Preparation and Response; and Cyber Security; Citizen
 - f. Corps. Program;
 - g. Enhancing Cybersecurity; and,
 - h. Enhancing Protection of Soft Targets and Crowded Places.
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including _____ – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. _____ is eligible to participate in those Federal Fiscal Year 2020 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$382,156.80 (and an additional \$65,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the REPT in accordance with its approved bylaws, upon execution of the grant accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,654,801 in furtherance of the eight regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,654,801 for the purpose of supporting the allocations and uses of funds under the

2020 SHSGP consistent with the 2020 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

D. Capitol Region Council of Governments & _____ Responsibilities.

_____ also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2020 regional allocation not included in the eight regional set-aside projects in the amount of \$382,156.80 (an additional \$65,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2020.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2020 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of Governments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

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

4. Responsibilities of Custodial Owner

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

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

5. Responsibilities of the REPT.

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

6. Assignment of Asset(s).

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

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

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

B. Authority to Enter Agreement.

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

C. Duration of Agreement.

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

D. Amendment of the Agreement.

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

E. Litigation.

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

F. State Liability.

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

G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If _____ through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

_____ agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

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

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. _____ agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

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

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

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

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

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

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

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

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

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for _____ (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

N. Other provisions.

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

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

THE _____

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

CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name _____

MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

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

Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

AGENDA ITEM: _____

DATE: 8/25/2020

RESOLUTION NO. 2020-

AUTHORIZING RESOLUTION OF THE NEWINGTON TOWN COUNCIL

RESOLVED:

That the Town of Newington, Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

BE IT FURTHER RESOLVED:

That Keith Chapman, as Town Manager of the Town of Newington, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Newington and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Be it further certified that Keith Chapman now holds the office of Town Manager and that he has held that office since January 10, 2020.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 CEDAR 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: August 6, 2020
 Re: Anna Reynolds Elementary School PBC - Owner's Project Representative Services

The Anna Reynolds Elementary School PBC, at their meeting of August 5, 2020, approved a recommendation to the Town Council to appoint name Collier's International Project Leaders as the Town's Owner's Project Representative, based on their proposal of March 27, 2020 and their proposed fee schedule with a Pre-Referendum Phase not to exceed cost of \$43,732. The committee also requested that the Town Council authorize Keith Chapman, Town Manager, to enter into a contract with Collier's International Project Leaders for Owner's Project Representative services. I have included for your review the fee schedule as presented to the PBC on August 5, 2020.

The proposal for Collier's International Project Leaders to provide Owner's Project Representative Services was supplied to the Town Council under separate cover.

Attachment:

- Grant Application/Pre-Referendum Services Fee Schedule
- Collier's OPM Proposal (Supplied separately)
- Resolution – Appointment of Owner's Project Manager

**Newington Anna Reynolds Renovation
Grant Application/Pre-Referendum Services**

Grant Application Phase

Existing Conditions Evaluation	HOURS	RATE	TOTAL
<i>Field Visits</i>			
Chuck Warrington	4	\$ 200	\$ 800
John Koplas	8	\$ 150	\$ 1,200
Frank Baldino	8	\$ 200	\$ 1,600
<i>Draft Field Reports</i>			
John Koplas	8	\$ 150	\$ 1,200
Frank Baldino	8	\$ 200	\$ 1,600
<i>Develop Concepts, Budgets and Schedules</i>			
Chuck Warrington	24	\$ 200	\$ 4,800
John Koplas	24	\$ 150	\$ 3,600
<i>Meetings with Working Groups (Assume 10 meetings)</i>			
Chuck Warrington	40	\$ 200	\$ 8,000
John Koplas	40	\$ 150	\$ 6,000
<i>Compile Grant Application Documents</i>			
Chuck Warrington	8	\$ 200	\$ 1,600
John Koplas	16	\$ 150	\$ 2,400
TOTAL GRANT APPLICATION PHASE			\$ 32,800
MONTHLY FEE:			\$ 10,933

Pre-Referendum Phase

Assistance with the Pre-Ref	Months	\$/Month	
4-months (Same Rate as Pre-Referendum)	4	\$ 10,933	\$ 43,732
TOTAL PRE-REFERENDUM PHASE			\$ 43,732

Lump Sum Fee based on 7 months: \$ 76,533

Colliers would be willing to work on an hourly basis with the above noted fees being considered a not to exceed.

AGENDA ITEM: VIII.C1

DATE: 8/11/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council, in accordance with the Town Council, Rules of Procedure, §11 Voting, adopted February 11, 2020, hereby moves to allow action on New Business Agenda Item VIII.C, to appoint an Owner's Project Manager for the Anna Reynolds Elementary School Renovation.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII.C2

DATE: 8/11/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby names Collier's International Project Leaders as the Town's Owner's Project Representative for the Anna Reynolds Elementary School Renovation Project, based on their proposal of March 27, 2020 and their proposed fee schedule with a Pre-Referendum Phase not to exceed cost of \$43,732; and

BE IT FURTHER RESOLVED:

That the Newington Town Council hereby authorizes Keith Chapman, Town Manager to enter into a contract with Collier's International Project Leaders for Owner's Project Representative services.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: X.A

DATE: 8/11/2020

RESOLUTION NO. 2020-

RESOLVED:

That property tax refunds in the amount of \$ 62,211.51 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 – July 28, 2020

Toyota Lease Trust 20 Commerce Way Ste 800 Woburn, MA 01801-1057	\$326.89
Glenda Doughtie & Paul Bongiovanni 131 Stonehenge Drive Newington, CT 06111	\$21.73
Charles Vella 149 Lazy Daisy Drive Bluffton, SC 29909	\$59.04
Robert LaPointe Jr. 51 Commonwealth Avenue Newington, CT 06111	\$24.39
Kirion Bullock 410 W Pearl Road Torrington, CT 06790	\$414.40
My Nguyen 132 Kimberley Road Newington, CT 06111	\$20.78
Stanislaw Sniegocki 47 Hopkins Drive Newington, CT 06111	\$23.06
Nelson Viera Jr. 389 Churchill Drive Newington, CT 06111	\$20.46
Stephanie Donofrio 95 Summit Street Newington, CT 06111	\$26.44
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,027.91
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,282.65
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	1,742.57
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,728.94
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$558.45

EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,158.29
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$526.73
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$3,972.59
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,052.53
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$3,694.94
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,143.55
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$3,462.91
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$629.30
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$3,850.25
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,280.47
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$3,646.62
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,709.38

EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,391.75
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,538.08
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,478.50
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$1,020.69
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,283.26
EAN Holdings LLC Enterprise Rent A Car 8 Ella Grasso Turnpike Windsor Locks, CT 06096	\$4,093.96
TOTAL	\$62,211.51