



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 25, 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. 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
- V. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- VI. CONSIDERATION OF OLD BUSINESS
 - A. Health Update – COVID-19
 - B. Town Hall Project Update
 - C. FFY 2020 Homeland Security Grant Program
 - D. TPZ Referral for Former Barbour Road
 - E. Public Hearing for Sale of Town Owned Property-Former Barbour Road
- VII. NEW BUSINESS
 - A. STEAP Grant Application – Senior Center Improvements (**Waiver Requested**)
 - B. Waiver of Town Council Rules of Procedure - §11 Public Participation (**Waiver Requested**)
- VIII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
- IX. TAX REFUNDS (**Action Requested**)
 - A. Approval of August 25, 2020 Refunds for an Overpayment of Taxes
- X. MINUTES OF PREVIOUS MEETINGS
 - A. August 11, 2020 Regular Meeting Minutes
- XI. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER

- XII. COUNCIL LIAISON/COMMITTEE REPORTS
- XIII. PUBLIC PARTICIPATION – IN GENERAL (**Via Zoom Application or Phone**)
(3 MINUTE TIME LIMIT PER SPEAKER ON AGENDA ITEMS ONLY)
- XIV. REMARKS BY COUNCILORS
- XV. ADJOURNMENT



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 19, 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 19, 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. Krupienski, Town Clerk (on behalf of Keith Chapman, Town Manager)
Date: August 20, 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).

A Resolution authorizing the Memorandum of Agreement has been included as part of the meeting packet for adoption.

Attachment:

Resolution - 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: VI.C

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. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
 Date: August 19, 2020
 Re: TPZ Referral for Proposed Sale of Former Barbour Road

The Town Council, at the meeting of July 14, 2020, referred the proposed sale of a portion the Former Barbour Road, to the Town Plan and Zoning Commission for their review. The TPZ, at a meeting held on August 12, 2020, undertook a review of the proposed sale and recommended approval of the sale of the property, as required under CGS §8-24. A copy of their Certificate of Action has been included for your review. Resolution has been included for your adoption to place the report on file.

In order to authorize the Town Manager to complete the transfer of the property, a Public Hearing must still be held under CGS §7-163e. This proposed action has been included later on the Agenda for this evening.

Attachment:

- Certificate of Action Petition #27-20 – Sec. 8-24 Referral of Proposed Sale of Former Barbour Road.
- Resolution – Place the Report on File - Certificate of Action Petition #27-20 – Sec. 8-24 Referral of Proposed Sale of Former Barbour Road.



Keith Chapman
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Town Plan and Zoning Commission

COPY

Craig Minor, AICP
Town Planner

Certified Mail: hand delivered

August 14, 2020

CERTIFICATE OF ACTION #27-20 CGS SECTION 8-24 REFERRAL

Keith Chapman, Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

Dear Mr. Chapman:

Re: Petition #27-20: Sec. 8-24 Referral for Proposed Sale of Former Barbour Road.
Newington Town Council, owner/applicant.

This is to inform you that at the regular meeting on August 12 the Town Plan and Zoning Commission voted to recommend approval of the proposed sale of the former Barbour Road property. A legal notice to that effect will be published in the New Britain Herald on or about August 14, 2020.

Yours truly,

A handwritten signature in cursive script that reads "Craig Minor".

for Craig Minor, AICP
Town Planner

cc:
Town Clerk
file

Phone: (860) 665-8575 Fax: (860) 665-8577
townplanner@newingtonct.gov
www.newingtonct.gov

AGENDA ITEM: VI.D
DATE: 8/25/2020
RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council hereby moves to Place on File the Certificate of Action for Petition #27-20 – Sec. 8-24 Referral of Proposed Sale of Former Barbour Road, received from the Newington Town Plan & Zoning Commission, dated August 14, 2020, a copy of which is attached to this resolution.

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. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: August 20, 2020
Re: Public Hearing for Sale of a Portion of Former Barbour Road

In order to allow for the Town to complete the proposed sale of property for a portion of the former Barbour Road, a Public Hearing must now be scheduled. With the receipt of the report from the Town Plan & Zoning Commission earlier in the meeting, I am proposing that the Town Council schedule a Public Hearing on September 8, 2020 at 6:50 PM to receive comments. This would allow for the Town Council to act during the Regular Meeting scheduled for 7:00 PM on that evening.

I have included a Resolution as part of the packet, to schedule the Public Hearing, for your adoption.

Attachment:

- Resolution –Schedule a Public Hearing on the Proposed Sale of a Portion of Former Barbour Road.

AGENDA ITEM: VI.E

DATE: 8/25/2020

RESOLUTION NO. 2020-

RESOLVED:

The Newington Town Council hereby moves to schedules a Public Hearing on September 8, 2020 at 6:50 PM, regarding the Proposed Sale of a Portion of Former Barbour Road.

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. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: August 21, 2020
Re: STEAP Grant Application – Senior Center Improvements (**Waiver Requested**)

I have included for your review the complete application packet for the 2020 STEAP Grant Program. This application is proposed for improvements to the Senior & Disabled Center located at 120 Cedar Street. The supplied application outlines the specific work which has been completed at the site, in addition to future projects. The proposed work to be completed would entail the removal and replacement of 15 inefficient windows through the services of a contractor.

Due to the application deadline of August 28, 2020, I am requesting that the Town Council consider a waiver of your rules to authorize the submission of this application.

I have included as part of this item a Resolution, with waiver clause, to authorize the Town Manager to submit the Grant Application, for your adoption.

Attachment:

- 2020 Small Town Economic Assistance³ Program (STEAP) Application
- STEAP Funding Worksheet
- STEAP Budget Worksheet
- Senior Center Flood Map
- Resolution – Authorization to Apply for 2020 STEAP Grant



2020 Small Town Economic Assistance Program (STEAP) Guidelines and Application

Please read this information before completing the application

The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). This program is coordinated by the Office of Policy and Management and grants are administered by appropriate state agencies.

STEAP funds are issued by the [State Bond Commission](#) and **can only be used for capital projects**. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.

It is important that you read all of the guidance provided in this document, as changes have been made to eligibility requirements, application requirements and STEAP grant term periods. OPM would like to emphasize the following:

- *Grants awarded will have a two (2) year term and may be considered for a one (1) year extension to the grant end date. No grant shall have a term longer than three (3) years.*
- *STEAP grants are not intended to be “banked” or “grouped together” over the course of multiple years. Each award is to be used expressly for the purpose and scope of work as outlined in the application it was awarded for.*
- *No changes in scope will be approved.*
- *All additional funding for the project listed in the application must be secured at the time of application.*
- *A municipal match is required*
- *Municipalities should be prepared to enter into a grant assistance agreement/contract with the administering agency shortly after being notified of an award, therefore municipalities should only apply for a project which is near-term (“shovel ready” or “nearly shovel ready”). Once a grant assistance agreement/contract is in place, the municipality should be prepared to commence project work and incur all STEAP-funded project expenditures between the start and end dates of the agreement/contract. All grant payments will be made on a reimbursement basis only, after the municipality has incurred and paid for the STEAP related project expenditures. The administering agency will provide you with guidance on what information must be submitted to seek reimbursement. Expenditures incurred before the start date or after the end date of the agreement/contract will not be eligible for reimbursement (*see COVID-19-related special provision to follow).*
- *Unspent grant funds will not be repurposed for other uses. Such unspent funds will be returned to the STEAP program account and will be used for awards made in future rounds.*

Funding Level

The 2020 round of STEAP grants will be funded from an aggregate amount of \$15,000,000. Individual grant award amounts will depend on the number of participating towns, and the number of qualified applications selected to receive an award. The maximum grant amount that can be requested is \$128,205.

Timeline

- July 13, 2020 Announcement of 2020 STEAP Grant Program
- August 14, 2020 STEAP Applications Due by noon
- September 14, 2020 (on or about) Projected Grant Award Notification

Official Contact: Martin.Heft@ct.gov, 860-418-6355

Grant Award Term

- Two-year initial contract term
- One-time extension not to exceed one (1) year
- Three-year total maximum period

Eligibility Requirements & Provisions

- Eligible municipalities are determined by the FY20 Public Investment Community Index and CGS 4-66g(b) (see municipality listing on pages to follow).
- Municipalities which are eligible to opt into the STEAP program, but are not currently opted in, must submit their opt-in request **prior** to submitting their STEAP application.
- Municipalities with projects more than five years old or which have expired contracts, that have not been closed out with the administering agency are ineligible to apply for new funding.
- A municipal match or share is required:
 - Match funds must be municipal funds, not funds from other state or federal grants
 - Match funds cannot be funds which have already been budgeted for purposes analogous to that of the state grant funds being sought in this application
 - Municipal salaries and/or expenses cannot be counted toward the municipal match
 - Funds spent on planning, design, engineering are acceptable matches
 - Municipality must spend 100% of its match prior to final reimbursement
 - Match expenditures can be those allowable project-related expenditures which were incurred before or during the grant contract period
- Funding for the entire project has been secured.
- An authorizing resolution by the local legislative body, or, in any town where the legislative body is a town meeting, by a vote of the board of selectmen, which authorizes the Chief Executive Officer to accept such grant if awarded, and enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut. This authorizing resolution needs to be submitted to the administering agency within thirty days of grant award notice if such resolution is not available at time of application. A sample resolution is at the end of this document.
- There will be no changes in scope from the approved application:
 - The grant is to be used for the purpose for which it was awarded
 - Project work must be germane to the original scope
- STEAP funds will only be paid on a reimbursement basis for allowable project-related expenditures incurred between the start and end dates established on the fully executed contract with the administering agency (*see COVID-19-related special provision to follow).
- Consistent with past practices, these grants will be administered by project relevant agencies other than OPM.

***COVID-19-Related Special Provision:**

*Notwithstanding any grant, agreement and/or contract provisions of the administering agency, due to the March 10, 2020 Declaration of Public Health and Civil Preparedness Emergencies, certain COVID-19-related capital expenditures incurred on or after 3/10/20 and prior to a grant start date for a grant awarded as a result of this application, shall be eligible for reimbursement as outlined below. The town must certify that any grant application requests related to a COVID capital project has not and will not be requested for reimbursement under any other state or federal funding source.

For application purposes, those COVID-19-related expenditures related to new construction, expansion, renovation or replacement for an existing facility or facilities, including cost of land, design, engineering, architectural planning, and contract services needed to complete the project, will be deemed eligible.

For equipment-type items (such as, but not limited to portable generators, portable and programmable electronic signs, public safety/emergency equipment, connectivity/communication equipment/materials, etc.), only items with an individual value of at least \$1,000 and a useful life of at least 5 years will be considered. When multiple like-items each with an individual value of less than \$1,000 are purchased together (such as, but not limited to emergency radios for police or fire), these items will be considered if the total of the like-items exceeds the \$1,000 minimum threshold and such items will be used for 5 or more years. For such items, the town may be required to provide additional information to support that the item is in fact a capital expenditure. Expenditures for PPE and other disposable type items are not eligible expenditures as they are not capital in nature.

This COVID-19-Related Special Grant Provision is applicable to the 2020 round of STEAP grants. This provision may or may not be applicable in future rounds and is subject to the discretion of the Secretary of OPM.

Projects eligible for STEAP funds include:

- Economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- Recreation and solid waste disposal projects;
- Social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi-purpose human resource centers, and food distribution facilities;
- Housing projects;
- Pilot historic preservation and redevelopment programs that leverage private funds; and
- Other kinds of development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

Priority Project Areas:

- **COVID-19 related capital projects (as outlined above)**
- Shovel ready projects which are at a stage where project work can begin
- Promoting economic growth
- Developing our workforce

Priority Project Areas, continued:

- Improving the quality of life and fiscal stability of municipality
- Improving the grand list
- Infrastructure
- Making government more effective, efficient and customer friendly
- Economic development projects within transit-oriented areas
- Solid waste disposal projects
- Pollution control (water, waste, energy) in order to reduce costs and environmental impacts
- Public Service Answering Point (PSAP) Consolidation

Expenditures that cannot be funded by STEAP Grant funds:

- Programmatic expenditures or recurring budget expenditures are **not** eligible for STEAP or any other state bond program. The Office of Policy and Management reserves the right to not fund or reimburse certain projects or certain project components with State bond funds due to public policy reasons.
- The following expenditures are not eligible for reimbursement : ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; meals, municipal salaries or employee expenses.
- Project components **not** allowable for STEAP fund payment: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. FF&E includes, but is not limited to desks, chairs, computers, electronic equipment, appliances, tables, bookcases and partitions. (Exceptions: see ***COVID-19-Related Special Provision** on previous page with regard to certain components listed in this section.)
- Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will **not** be funded. (Exceptions: see ***COVID-19-Related Special Provision** on previous page with regard to reimbursements related to certain capital expenditures incurred prior to contract start date.)
- STEAP funds **cannot** be used to represent the required municipal “match” or “share” portion for another state or federal grant.

For the purposes of this application and any subsequent award, “Authorized Signatory” refers to the municipality’s Chief Executive (Town Manager, Mayor, First Selectman, etc.) – the individual who is legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements.

THIS APPLICATION, ITS RECEIPT, AND/OR ANY SUBSEQUENT ANNOUNCEMENT OR NOTIFICATION OF AN AWARD ASSOCIATED WITH THIS APPLICATION, DOES NOT CONSTITUTE A CONTRACT. A CONTRACT EXISTS ONLY WHEN ALL REQUIRED CONTRACTUAL DOCUMENTS ARE SUBMITTED BY THE PROSPECTIVE GRANTEE AND ARE APPROVED BY THE STATE AGENCY ASSIGNED TO ADMINISTER THE GRANT. THE TOWN WILL BE NOTIFIED WHEN THE CONTRACT IS FULLY EXECUTED.

[C.G.S. §4-66g SMALL TOWN ECONOMIC ASSISTANCE PROGRAM](#)

Opt-In provisions can be found after the following chart

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Andover	YES	NO	NO	NO
Ansonia	NO	YES	YES	YES
Ashford	OPT-In Eligible	YES	NO	NO
Avon	YES	NO	NO	NO
Barkhamsted	YES	NO	NO	NO
Beacon Falls	OPT-In Eligible	YES	NO	NO
Berlin	YES	NO	NO	NO
Bethany	YES	NO	NO	NO
Bethel	YES	NO	NO	NO
Bethlehem	YES	NO	NO	NO
Bloomfield	OPT-In Eligible	YES	NO	NO
Bolton	YES	NO	NO	NO
Bozrah	YES	NO	NO	NO
Branford	YES	NO	NO	NO
Bridgeport	NO	YES	YES	YES
Bridgewater	YES	NO	NO	NO
Bristol	NO	YES	YES	YES
Brookfield	YES	NO	NO	NO
Brooklyn	OPT-In Eligible	YES	NO	NO
Burlington	YES	NO	NO	NO
Canaan	YES	NO	NO	NO
Canterbury	YES	NO	NO	NO
Canton	YES	NO	NO	NO
Chaplin	OPT-In Eligible	YES	YES	NO
Cheshire	YES	NO	NO	NO
Chester	YES	NO	NO	NO
Clinton	YES	NO	NO	NO
Colchester	YES	NO	NO	NO
Colebrook	OPT-In Eligible	YES	NO	NO
Columbia	YES	NO	NO	NO
Cornwall	YES	NO	NO	NO
Coventry	YES	NO	NO	NO
Cromwell	YES	NO	NO	NO
Danbury	NO	NO	NO	YES

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Darien	YES	NO	NO	NO
Deep River	YES	NO	NO	NO
Derby	OPT-In Eligible	YES	YES	NO
Durham	YES	NO	NO	NO
East Granby	YES	NO	NO	NO
East Haddam	YES	NO	NO	NO
East Hampton	YES	NO	NO	NO
East Hartford	NO	YES	YES	YES
East Haven	OPT-In Eligible	YES	YES	NO
East Lyme	YES	NO	NO	NO
East Windsor	OPT-In Eligible	YES	NO	NO
Eastford	YES	NO	NO	NO
Easton	YES	NO	NO	NO
Ellington	YES	NO	NO	NO
Enfield	NO	YES	NO	YES
Essex	YES	NO	NO	NO
Fairfield	YES	NO	NO	NO
Farmington	YES	NO	NO	NO
Franklin	YES	NO	NO	NO
Glastonbury	YES	NO	NO	NO
Goshen	YES	NO	NO	NO
Granby	YES	NO	NO	NO
Greenwich	YES	NO	NO	NO
Griswold	OPT-In Eligible	YES	YES	NO
Groton	NO	YES	NO	YES
Guilford	YES	NO	NO	NO
Haddam	YES	NO	NO	NO
Hamden	OPT-In Eligible	YES	NO	NO
Hampton	YES	NO	NO	NO
Hartford	NO	YES	YES	YES
Hartland	YES	NO	NO	NO
Harwinton	YES	NO	NO	NO
Hebron	YES	NO	NO	NO
Kent	YES	NO	NO	NO
Killingly	NO	YES	YES	YES
Killingworth	YES	NO	NO	NO

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Lebanon	YES	NO	NO	NO
Ledyard	YES	NO	NO	NO
Lisbon	YES	NO	NO	NO
Litchfield	YES	NO	NO	NO
Lyme	YES	NO	NO	NO
Madison	YES	NO	NO	NO
Manchester	NO	YES	NO	YES
Mansfield	OPT-In Eligible	YES	NO	NO
Marlborough	YES	NO	NO	NO
Meriden	NO	YES	YES	YES
Middlebury	YES	NO	NO	NO
Middlefield	YES	NO	NO	NO
Middletown	NO	YES	NO	YES
Milford	YES	NO	NO	NO
Monroe	YES	NO	NO	NO
Montville	OPT-In Eligible	YES	YES	NO
Morris	YES	NO	NO	NO
Naugatuck	OPT-In Eligible	YES	YES	NO
New Britain	NO	YES	YES	YES
New Canaan	YES	NO	NO	NO
New Fairfield	YES	NO	NO	NO
New Hartford	YES	NO	NO	NO
New Haven	NO	YES	YES	YES
New London	NO	YES	YES	YES
New Milford	YES	NO	NO	NO
Newington	YES	NO	NO	NO
Newtown	YES	NO	NO	NO
Norfolk	YES	NO	NO	NO
North Branford	YES	NO	NO	NO
North Canaan	YES	NO	NO	NO
North Haven	YES	NO	NO	NO
North Stonington	YES	NO	NO	NO
Norwalk	NO	NO	NO	YES
Norwich	NO	YES	YES	YES
Old Lyme	YES	NO	NO	NO
Old Saybrook	YES	NO	NO	NO
Orange	YES	NO	NO	NO
Oxford	YES	NO	NO	NO
Plainfield	OPT-In Eligible	YES	NO	NO

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Plainville	OPT-In Eligible	YES	NO	NO
Plymouth	OPT-In Eligible	YES	NO	NO
Pomfret	YES	NO	NO	NO
Portland	YES	NO	NO	NO
Preston	YES	NO	NO	NO
Prospect	YES	NO	NO	NO
Putnam	OPT-In Eligible	YES	YES	NO
Redding	YES	NO	NO	NO
Ridgefield	YES	NO	NO	NO
Rocky Hill	YES	NO	NO	NO
Roxbury	YES	NO	NO	NO
Salem	YES	NO	NO	NO
Salisbury	YES	NO	NO	NO
Scotland	OPT-In Eligible	YES	NO	NO
Seymour	OPT-In Eligible	YES	NO	NO
Sharon	YES	NO	NO	NO
Shelton	YES	NO	NO	NO
Sherman	YES	NO	NO	NO
Simsbury	YES	NO	NO	NO
Somers	YES	NO	NO	NO
South Windsor	YES	NO	NO	NO
Southbury	YES	NO	NO	NO
Southington	YES	NO	NO	NO
Sprague	OPT-In Eligible	YES	YES	NO
Stafford	OPT-In Eligible	YES	NO	NO
Stamford	YES	NO	NO	NO
Sterling	OPT-In Eligible	YES	YES	NO
Stonington	YES	NO	NO	NO
Stratford	OPT-In Eligible	YES	NO	NO
Suffield	YES	NO	NO	NO
Thomaston	OPT-In Eligible	YES	NO	NO
Thompson	YES	NO	NO	NO
Tolland	YES	NO	NO	NO
Torrington	NO	YES	YES	YES
Trumbull	YES	NO	NO	NO
Union	YES	NO	NO	NO
Vernon	NO	YES	NO	YES

Municipality	STEAP Eligible	PIC Community	Distressed Municipality	Municipality w/Urban Center Per Adopted Plan
Voluntown	OPT-In Eligible	YES	NO	NO
Wallingford	YES	NO	NO	NO
Warren	YES	NO	NO	NO
Washington	YES	NO	NO	NO
Waterbury	NO	YES	YES	YES
Waterford	YES	NO	NO	NO
Watertown	YES	NO	NO	NO
West Hartford	NO	NO	NO	YES
West Haven	NO	YES	YES	YES
Westbrook	YES	NO	NO	NO
Weston	YES	NO	NO	NO
Westport	YES	NO	NO	NO
Wethersfield	OPT-In Eligible	YES	NO	NO
Willington	YES	NO	NO	NO
Wilton	YES	NO	NO	NO
Winchester	OPT-In Eligible	YES	YES	NO
Windham	NO	YES	YES	YES
Windsor	OPT-In Eligible	YES	NO	NO
Windsor Locks	YES	NO	NO	NO
Wolcott	YES	NO	NO	NO
Woodbridge	YES	NO	NO	NO
Woodbury	YES	NO	NO	NO
Woodstock	YES	NO	NO	NO

Municipalities which have an Urban Center Per Adopted Plan are NOT eligible for either the STEAP program or the STEAP Opt-In Provision.

Municipalities which are designated as a PIC Community, and or a Distressed Municipality, are eligible to Opt-In to the STEAP program as long as the municipality does not have an urban center as per adopted plan. The Opt-in period shall be for four years, and during that four-year period, municipalities which have opted in are NOT eligible to receive Urban Act funding. [Click this link](#) for the STEAP statutory authority which outlines the Opt-In requirements.

STEAP OPT-IN PROVISIONS

Municipalities deemed eligible for the STEAP Opt-In provision may elect to be eligible for said program individually or as part of a group of municipalities in lieu of being eligible for financial assistance under section 4-66c (Urban Act Grants), by a vote of its legislative body or, in the case of a municipality in which the legislative body is a town meeting, its board of selectmen, and submitting a written notice of such vote to the Secretary of the Office of Policy and Management. Any such election shall be for the four-year

period following submission of such notice to the secretary and may be extended for additional four-year periods in accordance with the same procedure for the initial election.

It is important to note that once a municipality opts-in to the STEAP program, the opt in period lasts for four years from the submission date of the opt-in request. There is no provision to opt-out prior to the end of the four-year term.

Municipalities which have already opted in and the term of the opt-in has not expired as of the due date for this application, do not need to submit an opt-in request to apply for STEAP. However, if an opt-in municipality is awarded a STEAP grant from this current round, the town must renew their opt-in if their current opt-in expires during the term of the grant. **For complete statute, click this link: [C.G.S. §4-66g](#).**

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SCROLL DOWN FOR APPLICATION FORM AND SUBMITTAL REQUIREMENTS

State of Connecticut
Office of Policy and Management www.portal.ct.gov/opm
STEAP Project Application, Analysis & Eligibility
Pursuant to Connecticut General Statutes Section 4-66g

APPLICATION FOR FY 2020 STEAP GRANT FUNDING

Towns may submit one (1) STEAP application for one (1) project, with a maximum request of \$128,205. Complete instructions are outlined on pages 16 through 19 of this application.

You must save your completed application then attach your completed application along with all other required attachments to an email and send to:

opm.steapapplications@ct.gov

--- IMPORTANT ---

**DO NOT ENTER "SEE ATTACHED" IN SECTIONS THAT ASK FOR DETAILS.
PLEASE PROVIDE THE REQUESTED INFORMATION ON THE ACTUAL APPLICATION UNLESS A
SECTION SUGGESTS USING A SEPARATE PAGE OR ATTACHMENT.**

Applicant Town: x Tax ID (FEIN) No.: **06-6002047**

Authorized Signatory Full Legal Name: **Keith Chapman**

Authorized Signatory Title: **Town Manager**

Authorized Signatory Email: **kchapman@newingtonct.gov**

Authorized Signatory Phone Number: **860-665-8510** Extension: **8510**

Town Office Street Address / PO Box: Town Office Zip Code: **06111**

Project Name/Title: **Senior and Disabled Center Improvements**

Proposed Project Street Address: **120 Cedar Street, Newington CT** Zip Code: **06111**

If no project address is available, please provide street intersection detail.

Provide a list of all parcel numbers impacted by the project: **120 Cedar Street Newington CT.**

The 2020 round of STEAP grants will be funded from an aggregate amount of \$15,000,000. Individual grant award amounts will depend on the number of participating towns, and the number of qualified applications selected to receive an award. **Requested amount of STEAP Funding (\$128,205 max.): \$128,200**

Will this project offer a benefit to your community related to the COVID-19 Public Health and Civil Preparedness emergencies? Check one: **YES**

If you answered YES above, please provide a brief explanation of how this project will benefit the community as it relates to the COVID-19 Public Health and Civil Preparedness emergencies: **In addition to functioning as the Senior and Disabled Center (1,200 members), the facility hosts special events (public meetings and park and recreation department events) and is the “pet-friendly” emergency shelter in the Town’s Local Emergency Plan. The facility is critical infrastructure for daily/routine operations, event operations, and emergency operations with an emergency generator. The energy inefficient windows are at or beyond the useful life (50 to 75 years old) and leak both liquid and air. This project provides energy efficient fixed windows with operable vent windows to ensure daily/routine operation, special event operation, and emergency operations. Per health department guidelines, operable vent windows reduce the transmission potential of COVID-19.**

Name, phone and email address of person preparing this application:

**Town Engineer, Gary Fuerstenberg; 860-665-8572; gfuerstenberg@newingtonct.gov
Town Planner, Craig Minor; 860-665-8578; cminor@newingtonct.gov**

Identify town officials and professionals that may be contacted with questions regarding this application:

Names, phone numbers and email addresses:

**Town Engineer Gary Fuerstenberg; 860-666-8572; gfuerstenberg@newingtonct.gov
Senior Center Director Dianne Stone; 860-665-8778; dstone@newingtonct.gov**

1.) Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. **Please be as comprehensive as possible in the description of**

this project (*Note: only capital projects will be considered: new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project. For a description of expenditures that **cannot** be funded with STEAP funds, see page 4).

The 27,000 square-foot Senior and Disabled Center provides daily services for the 1,200 members, hosts special events (i.e. public meetings and park and recreation department events), and is the “pet-friendly” emergency shelter in the Town’s Local Emergency Plan. The facility is critical infrastructure for daily/routine operations, event operations, and emergency operations with an emergency generator. The windows are not energy efficient due to their age (50 to 75 years old) and leak both liquid and air. This renovation project removes 64 windows and frames and installs energy efficient fixed windows with operable vent windows. Windows will consist of 1” glass (two ¼ inch panes separated by ½ inch spaced filled with argon gas and low E coating on the interior window) for increased insulation with storefront aluminum frames. The clear story windows will be fixed with a translucent film to reduce energy loss. Window architecture will match the window architecture of other windows in government center. Because the Town does not have a facilities director, we will likely hire a consultant/architect to prepare bid documents and manage the window renovation project.

2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

The Senior and Disabled Center is a multi-purpose center with a mission to improve the wellbeing of older adults and adults with disabilities in the Town of Newington. The center hosts more than 200 programs and activities each month including social, health, fitness, lifelong learning and arts as well as providing robust information and referral and social casework, nutrition programs, and transportation. Senior Center promotes independent living, thus reducing the need for costly long-term services.

The 27,000 square-foot building includes an auditorium, cafeteria, information and referral center, fitness center, computer room, woodworking shop, several classrooms and meeting rooms. The windows are near or at the end of their useful life and impact use of the facility. This project will ensure the facility is functional for routine/daily, event, and emergency operations.

The window replacement phase will create about 10 full-time skilled jobs for about a month. This phase will require a demolition crew to carefully remove the existing windows (while maintaining the integrity of the window opening) and a window crew

to install and insulate the new windows. Work will be sequenced such that windows are removed and installed in the same day.

3.) What, if any, planning or design work has begun or been completed on this project?

This window improvement project is one of several completed and future facility improvements at the Senior and Disabled Center.

Completed facility improvements include:

- 1. Installed new irrigation pipe for the community gardens.**
- 2. Installed new concrete sidewalks for accessing the community gardens.**
- 3. Remove interior fluorescent light fixtures and installed 250 new energy-efficient LED light fixtures and lights (except in auditorium).**
- 4. Removed stumps and elevated concrete (slip/trip/fall hazards) within or adjacent to existing and new sidewalk.**
- 5. Replaced damaged sidewalk and installed new concrete sidewalk for accessing the parking lot (meeting ADA requirements).**
- 6. Removed 12 light poles and foundations and installed 9 new light poles and concrete foundations around the parking lot perimeter (omitted 3 interior parking lot light poles that were prone to being hit by vehicles and plow).**
- 7. Installed new energy-efficient LED lights for the parking lot.**
- 8. Resurfaced bituminous parking lot (mill and overlay) to reduce slip/trip/fall hazards (cracked/patched pavement).**
- 9. Removed and installed new catch basin tops and frames to improve drainage.**
- 10. Removed damaged metal guide rail and install new timber guide rail.**
- 11. Installed new bollards with accessible parking signs.**
- 12. Installed new concrete dumpster pad with vinyl fence enclosure.**
- 13. Installed new conduits for future fiber optic cable and irrigation pipe/wire.**
- 14. Landscaping (restoration).**

Future facility improvements include:

- 15. Remove energy inefficient windows and install energy efficient windows. Town consulted with and obtained a quote from Acorn Glass (Stratford CT) for removing and installing 64 windows. Prior to removing windows the caulk will be tested for presence of PCBs and asbestos.**
- 16. Remove energy inefficient hollow metal doors and install new energy efficient exterior doors.**

- 17. HVAC improvements (west wing). Town plans to retain a consultant to design and manage HVAC improvements.
- 18. HVAC improvements (east wing) - Replace 5 5-ton rooftop units.
- 19. Irrigation system.

4.) Is the proposed project consistent with the [State Plan of Conservation and Development](#)?
YES – site located in area with existing infrastructure, on existing public transportation corridor (near busway and future train station), protective of environment (air, soil, water, wetlands) and public safety.

5.) Is the proposed project consistent with your local Conservation & Development (C&D) Plan?
YES or NO
YES (Policy A.1 on Page 70)

6.) Last date local C&D Plan Adopted: **26 August 2020**

7.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use? **NO**

8.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area? **NO**

9.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation. **NO**

10.) Will any project related activities be conducted within a floodplain*? **NO**

(*If you answer “yes” to question 10, please be advised that the provisions of the [Dept. of Energy and Environmental Protection’s Flood Management Certification are applicable.](#))

11.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. *(If necessary, attach response in a separate document with the following heading: “Environmental & Social Impacts”.)* **No environmental or social impacts.**

12.) Is this project a phase of a larger plan? YES or NO **YES**

If YES, please complete a through e below.
If NO, skip to #13.

a.) What phase are you applying for? **15**

b.) How many phases are there in total? **19**

c.) What state agency/agencies administers/administered the previous phase(s)?

Agency Name: **N/A**

d.) Who is/was the state agency contact person for this project?

Agency Contact Name: **N/A**

e.) Attach additional information regarding the overarching, long-term plan if applicable. Attachment heading should read "Long Term Plan".

Attached: YES or NO **No written long-term plan. The Senior and Disabled Center is critical infrastructure in Newington. The objective of the improvements is to:**

- **Insure long-term routine, special event, and emergency operation.**
- **Improve safety.**
- **Improve energy efficiency (reduce building operational cost.**
- **Improve comfort for staff and members.**

13.) What is the amount of Town/Local matching funds for this project?

Amount **\$386,800**

14.) Project Funding – And STEAP Fund Use/Budget

Please complete the attached Funding and Budget Worksheet. The purpose of the work sheet is to reflect how much money has already been spent on the project, how much money will be spent on the project moving forward, what types of expenditures you will use the STEAP funds for, and how much match funding the municipality is committing to the project. You are reminded that STEAP funds cannot be used as a municipal "share" or "match" for any other state or federal grant, and no other state or federal grants can be used to satisfy the "match" for this grant application.

See attached Funding and Budget Worksheet

15.) Please summarize amounts and types of funds, if any that have been expended to date for this project. **\$218,000:**

\$125,500 TON Facility Improvements CIP & TON labor

\$22,500 TON Utility operating budget

\$70,000 TON Pavement Resurfacing CIP & TON labor

Eversource provided a \$7,500 incentive for task 3 to convert lights to LED

16.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize. **Multi-phase project - 14 phases complete**

17.) If this is a multi-phase project, please provide a brief summary of the work completed to date.

Completed phases:

1. Installed new irrigation pipe for the community gardens.
2. Installed new concrete sidewalks for accessing the community gardens.
3. Replaced interior lights with energy-efficient LED lights (except in auditorium).
4. Removed stumps and elevated concrete (slip/trip/fall hazards) within or adjacent to existing and new sidewalk.
5. Replaced damaged sidewalk and installed new concrete sidewalk meeting ADA requirements.
6. Removed 12 light poles and foundations and installed 9 new light poles and concrete foundations around the parking lot perimeter (omitted 3 interior parking lot light poles that were prone to being hit by vehicles and plow).
7. Installed new energy-efficient LED lights for the parking lot.
8. Resurfaced bituminous parking lot (mill and overlay) to reduce slip/trip/fall hazards (cracked/patched pavement).
9. Removed and installed new catch basin tops and frames to improve drainage.
10. Removed damaged metal guide rail and install new timber guide rail.
11. Installed new bollards with accessible parking signs.
12. Installed new concrete dumpster pad with vinyl fence enclosure.
13. Installed new conduits for future fiber optic cable and irrigation pipe/wire.
14. Landscaping (restoration)

18.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin? (CHECK ONE BOX BELOW) **60 Days**

19.) Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain. **No. The Town lacks funding to complete task 15 (replace windows).**

20.) Was this project not selected in a previous round of STEAP grants? **N/A**

21.) Will this project require a referendum/legislative body vote? If “no”, check this box and skip to question 23. If already approved by vote, enter vote date here **25 August 2020** and skip to question 23. If to be voted on in future, enter projected date of vote here . If your application is selected for an award, the project must be approved by vote within 30 days of being notified of the award. A copy of the municipality’s approval of the project, whether in

resolution format or memorialized in meeting minutes, must be submitted to the administering agency.

22.) Has this project been rejected at a previous referendum/legislative body vote? YES or NO
No. If yes, what has changed that leads you to believe that it will pass at the next referendum/legislative body vote?

23.) Has there been, or do you anticipate a measurable level local opposition to the project which may interfere with the expedient use of grant funds should this project be selected for an award? **NO**

24.) Is there any other relevant information you feel may be helpful, please include it below:

The Newington Senior and Disabled Center is a vital community resource with an active membership of 1,200 older adults and adults with disabilities. The existing windows are at or beyond their useful life and are not energy efficient (particularly the single pane windows and clearstory architectural windows, furthermore, most windows leak and have missing or broken hardware. This project will ensure the facility continues to be a safe, comfortable, and energy efficient facility.

Include the following material with your completed and signed application:

1. Site location indicated on a flood map
2. Property boundary map
3. Two separate real estate appraisals, if land acquisition is proposed. ***Note: STEAP funds cannot exceed the appraised value established in the appraisals**
4. Project plans / concept plans
5. Proposed project schedule and duration of project (or project phase) to be funded by these STEAP funds should they be awarded
6. Project cost estimates supporting the request for funding
7. List of necessary local, state, and federal permits and approvals required for the project; list the status of each if applicable
8. Environmental site assessments (if applicable)
9. Any town resolution(s) in support of application for this grant and/or resolutions in support of the project for which you are seeking this grant. (An authorizing resolution to apply for this grant is not required, however other resolutions will be required as part of your contracting process should you be selected to receive an award.) A sample resolution is provided on page 19 of this document.

10. [Municipal Certification of Eligibility for OPM Discretionary State Funding \(rev. 03/26/18\) \(Please see the COVID-19-Related Information related to this certification by clicking THIS LINK\)](#)
11. Budget Worksheet that has been provided with this application
12. Acceptance & Certification (pages 17 and 18 of this document)

ACCEPTANCE & CERTIFICATION

(Page 1 of 2)

This Acceptance and Certification must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.

My signature below, as Authorized Signatory of the Town of _____, indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits and permit-related documentation may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations, including but not limited to a Flood Management Certification;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy and Planning Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes;
8. I understand that I am responsible for meeting the requirements to remain eligible for discretionary state funding as outlined at [this link](#).

ACCEPTANCE & CERTIFICATION

(Page 2 of 2)

9. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded;
10. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date, unless such expenditures are satisfactorily determined by the administering agency to be allowed pursuant to the ***COVID-19-Related Provision** (page 3) or after the end date as set forth in the fully executed contract; and
11. I have read, in full, all pages of this application package, entitled Small Town Economic Assistance Program (STEAP) Guidelines and Application.

Authorized Signatory's Name (Please Print)

Title

Signature

Date

You must save this completed application, then attach your completed application, the separate completed budget workbook, and all other required attachments to an email and send to:

opm.steapapplications@ct.gov

MUNICIPAL CERTIFICATION OF RESOLUTION

Below is the suggested format for the municipal certification of the town's resolution which authorizes the Chief Executive Officer of the municipality to accept a STEAP grant and enter into any required contracts/agreements necessary to facilitate such grant. The title of the Chief Executive Officer can be changed to reflect the appropriate title with respect to your municipality's form of government (i.e., Mayor, Town Manager, First Selectman, etc.).

A copy of the relevant resolution shall accompany the below certification. The below certification must be printed on the municipality's letterhead and must bear the official seal of the town/town clerk. For embossed seals with no ink, please darken the impression with graphite so it will be visible on the scanned document.

Required language to be included in the town's resolution appears in the indented portion of the certification below.

Municipal Certification of Resolution - STEAP 2020

I, _____, Town Clerk of the Town of _____, a municipality organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of the resolution adopted at the Representative Town Meeting of said municipality at the Regular Monthly Meeting held on _____ (month, day, year):

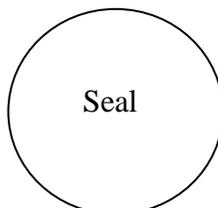
"RESOLVED, that First Selectman _____ (name) be, and hereby is, authorized to accept on behalf of the Town of _____, a 2020 Connecticut STEAP Grant in the amount of \$ _____ for _____ (project description); and

FURTHER RESOLVED, that First Selectman _____ (name) is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut."

AND I DO FURTHER CERTIFY that the above resolution has in no way been altered, amended or revoked, and is in full force and effect.

AND I DO FURTHER CERTIFY that _____ (name) is the first selectman of the town of _____, and has been since _____ (date of instatement).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of _____ this ____ day of _____, 2020.



Signature/Town Clerk
Town of _____

Town Name: Newington

Project Title: Senior and Disabled Center Improvements

Expenditure Category	PROJECT FUNDING SOURCES									
	Amounts funded by this STEAP Application	Previous STEAP Grant Amts.	Secured Federal Funding Amts.	Secured State Funding Amts. (other than STEAP)	List "Secured State Funding Amts. other than STEAP" Source	Secured Match Amounts	List "Match" Funding Source	Approved Capital Budget Fund Amts.	Secured "Other Funding" Amts.	List "Other Funding" Source
Professional Services:	\$0.00									
Acquisition:	\$0.00									
Construction: (see detail below)	see below					see below				
Renovation: (see detail below)	see below					see below				
Project phase (list category below):										
1 irrigation system for community gardens	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	TON Facility Improvements CIP & TON labor/equipment			
2 concrete sidewalks for accessing community gardens	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	TON Facility Improvements CIP & TON labor/equipment			
3 LED interior lights	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,500.00	TON Utility Operating Budget		\$7,500.00	Eversource Incentive
4 clearing and demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	TON Facility Improvements CIP & TON labor/equipment			
5 concrete sidewalk accessing parking lot (meeting ADA requirements)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	TON Facility Improvements CIP & TON labor/equipment			
6 exterior light poles and foundations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	TON Facility Improvements CIP & TON labor/equipment			
7 LED exterior lights	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	TON Facility Improvements CIP & TON labor/equipment			
8 resurface parking lot	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,000.00	TON Pavement Resurfacing CIP & TON labor/equipment			
9 catch basin tops	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	TON Pavement Resurfacing CIP & TON labor/equipment			
10 guide rail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	TON Pavement Resurfacing CIP & TON labor/equipment			
11 bollards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00	TON Facility Improvements CIP & TON labor/equipment			
12 dumpster pad and enclosure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	TON Facility Improvements CIP & TON labor/equipment			
13 utility conduits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	TON Facility Improvements CIP & TON labor/equipment			
14 Landscaping (restoration)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	TON Facility Improvements CIP & TON labor/equipment			
15 remove existing windows and install new windows	\$128,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,800.00	TON Facility Improvements CIP & TON labor/equipment			
16 replace exterior doors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	to be determined			
17 HVAC improvements (west wing)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	to be determined			
18 HVAC improvements (east wing)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	to be determined			
19 Irrigation system	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	to be determined			
TOTALS:	\$128,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$386,800.00		\$0.00		

TOTAL OF ALL SECURED FUNDING:	\$386,800.00
AMOUNT REQUESTED IN THIS APPLICATION:	\$128,200.00
GRAND TOTAL:	\$515,000.00

TON = Town of Newington
CIP = Capital improvement Plan

The total in Column C, Row 33 should equal the amount you are requesting in your STEAP application.

**STEAP APPLICATION - 2020
PROPOSED STEAP GRANT USE (PROJECT BUDGET)**

TOWN NAME: Newington

PROJECT TITLE: Senior and Disabled Center Improvements

TOTAL PROJECT BUDGET: \$515,000.00

STEAP GRANT AMT. REQUESTED: \$128,200.00

Please only list expenditures that will be funded by the STEAP grant you are applying for.

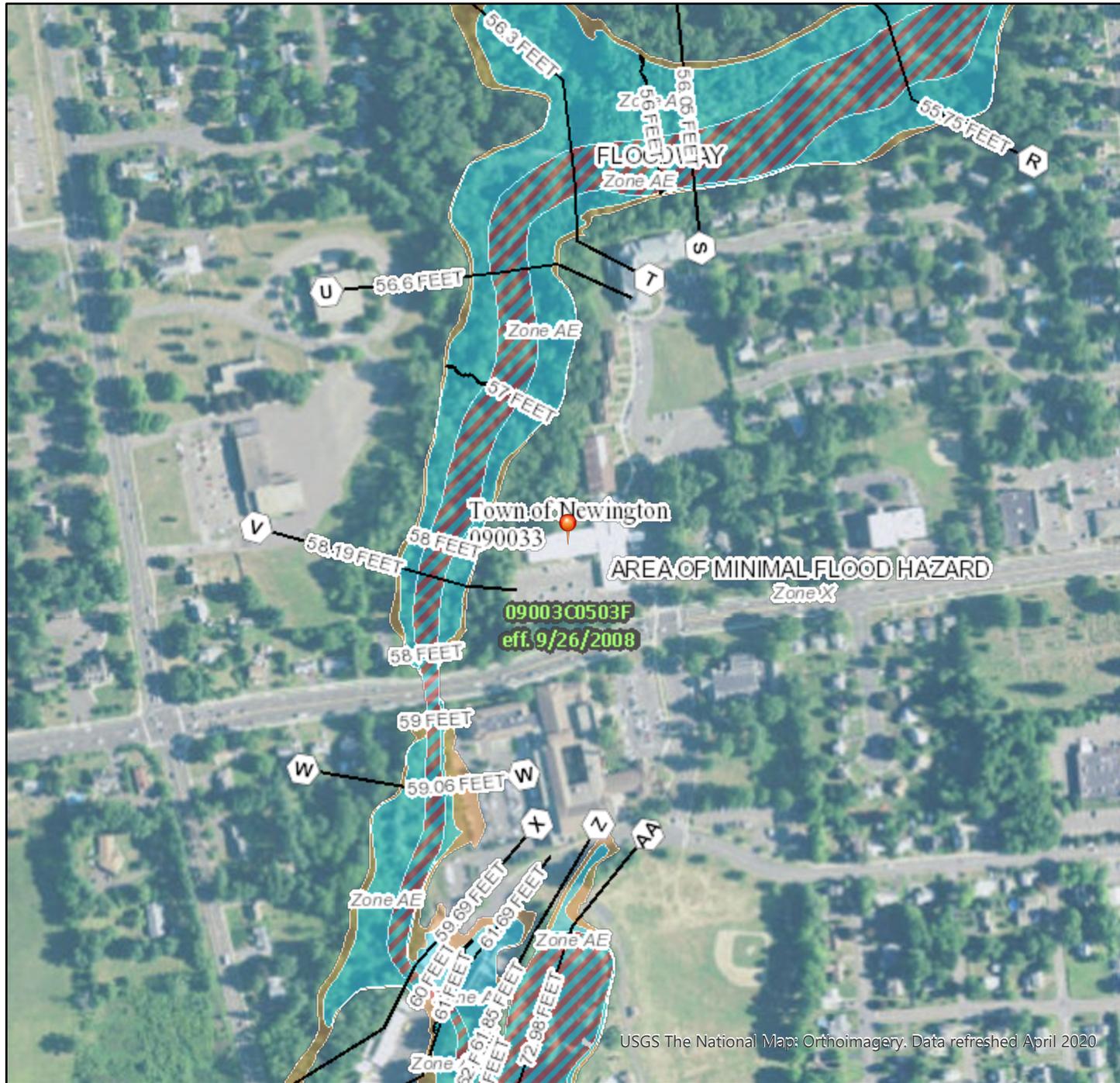
PROPOSED STEAP GRANT USE (PROJECT BUDGET)		
Expenditure Category	Description of Expenditure	Amount of STEAP Grant to be used (per category)
Professional Services		
Acquisition		
Construction		
Renovation	remove existing windows and install new windows	\$128,200.00
Other, describe:		
Total should equal 100% of STEAP amount requested:		\$128,200.00

The total should equal Column C, Row 33 on the Secured Funding Sources tab

National Flood Hazard Layer FIRMMette



72°44'6"W 41°42'6"N



USGS The National Map: Orthoimagery. Data refreshed April 2020.



72°43'29"W 41°41'39"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | |
|------------------------------------|---|
| SPECIAL FLOOD HAZARD AREAS | <ul style="list-style-type: none"> Without Base Flood Elevation (BFE)
Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | <ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D |
| GENERAL STRUCTURES | <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
| OTHER FEATURES | <ul style="list-style-type: none"> B 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation C 17.5 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature |
| MAP PANELS | <ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped |
- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

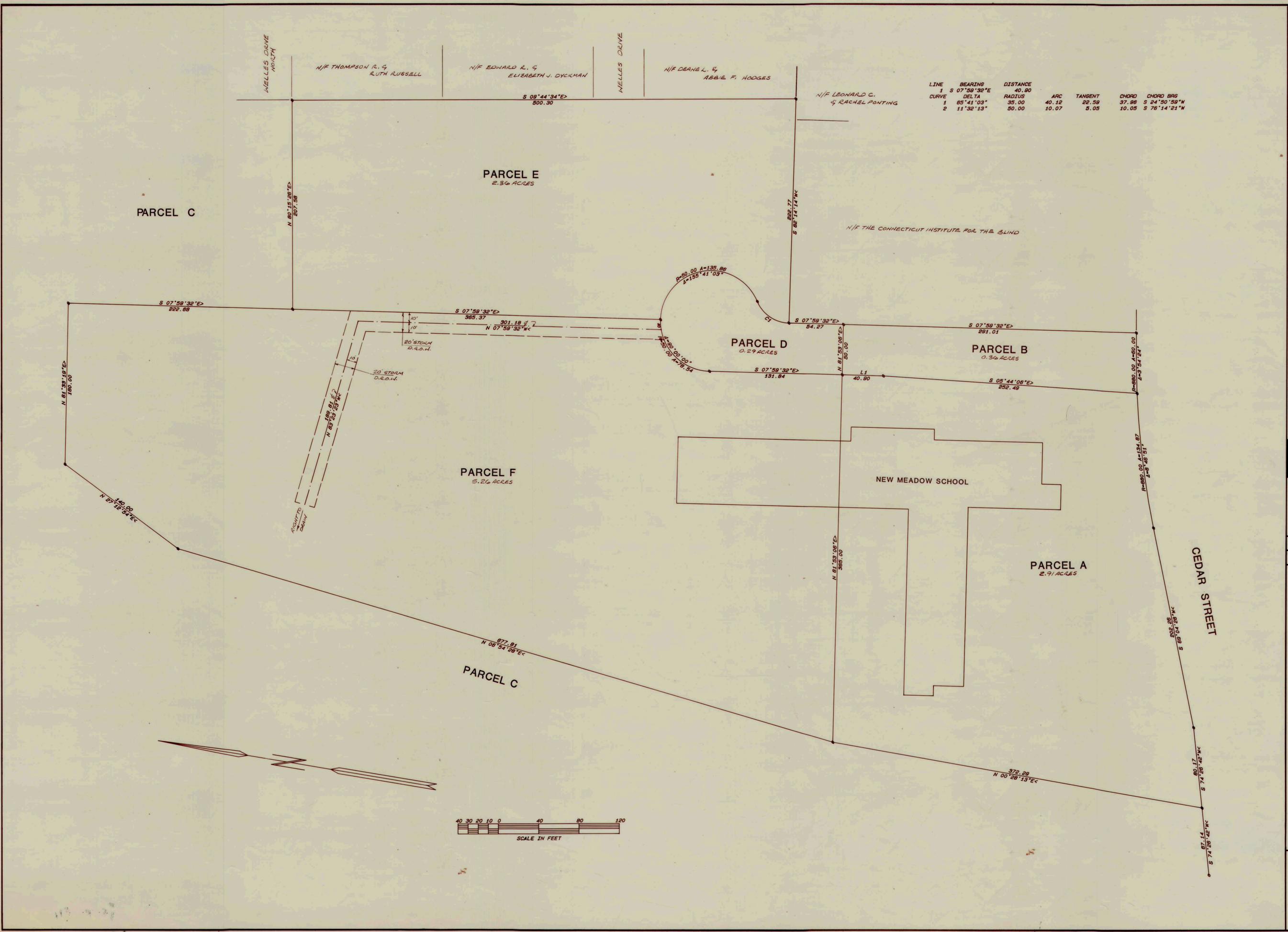
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **8/14/2020 at 10:51 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

C76

C76 113-4-28



REVISION	DATE
1/27/84	



I HEREBY CERTIFY THAT THIS MAP COMPLIES WITH A-2 CLASSIFICATION AS DEFINED BY CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

Wilson M. Alford



CIVIL ENGINEERS
 WINDSOR, CONNECTICUT
 WILSON M. ALFORD, SR., P.E. & L.S.
 WILSON M. ALFORD, JR., P.E. & L.S.

DATE: MAY 2, 1984
 SCALE: 1 IN. = 40 FT.

PLAN PREPARED FOR
 THE TOWN OF NEWINGTON
 SHOWING PARCELS A - B - D - E - F
 FORMER NEW MEADOW SCHOOL PROPERTY

NEWINGTON, CONN.
 CEDAR STREET

Sheet

C76

113-4-28A

113-4-28A

AGENDA ITEM: VII.A1

DATE: 8/25/2020

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 VII.A, the STEAP Grant Application – Senior Center Improvements.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.A2

DATE: 8/25/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby approves the forgoing Resolution for the 2020 STEAP Grant Application – Senior Center Improvements.

RESOLVED, that Keith Chapman, Town Manager be, and hereby is, authorized to accept on behalf of the Town of Newington, a 2020 Connecticut STEAP Grant in the amount of \$128,200 for the Senior and Disabled Center Improvements; and

FURTHER RESOLVED, that Keith Chapman, Town Manager is hereby authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut.

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. Krupinski, Town Clerk (On behalf of Keith Chapman, Town Manager)
Date: August 20, 2020
Re: Waiver of Town Council Rules of Procedure - §11 Public Participation

With the upcoming Public Hearing on August 27, 2020, to review and hear comments by the public on the proposed Bond language, I am requesting that the Town Council approve a waiver of your Rules of Procedure. While many citizens may have concerns or comments on the draft language, they may not be comfortable utilizing Zoom online meeting software. This waiver would allow the public to submit written email comments to the Town Council for review. The latest change to the Rules of Procedure allows for the submission and attachment of the email comments as part of the meeting minutes. This waiver will allow for the comments to be read during the Public Hearing for the public and Town Council members to hear. This waiver would not preclude attaching them to the meeting minutes as part of the official record.

I have included for your action, a Resolution to waive the Rules to allow you to take action at the August 25th meeting, and allow for emails to be read during the Public Hearing on August 27th.

Attachment:

- Resolution – Waiver of Rules of Procedure to Allow for E-mail Comments to be Read During a Public Hearing.

AGENDA ITEM: VII.B1

DATE: 8/25/2020

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 VII.B, to Waive the Town Council Rules of Procedure - §11 Public Participation.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VII.B2

DATE: 8/25/2020

RESOLUTION NO. 2020-

RESOLVED:

That the Newington Town Council hereby moves to waive the Town Council Rules of Procedure - §11 Public Participation, to allow for email communications to be received and read into the record during the August 27, 2020 Public Hearing regarding the Anna Reynolds Elementary School Renovation Project.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: X.A

DATE: 8/25/2020

RESOLUTION NO. 2020-

RESOLVED:

That property tax refunds in the amount of \$ 1,704.10 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 – August 25, 2020

Thomas & Daniel Palazzolo 46 Cobblestone Court Newington, CT 06111	\$19.64
Donna Kilpatrick-Timm Bruce Timm 42 Parker Street Newington, CT 06111	\$58.60
Carol Tracy 149 Cline Drive Spruce Pine, NC 28777	\$13.77
Christopher Simone 11 Timber Lane Newington, CT 06111	\$22.04
Cezary Frankiewicz 19 Kowal Court Newington, CT 06111	\$14.37
George Cocola 171 Little Brook Drive Newington, CT 06111	\$36.41
Union Leasing Trust 425 N Martingale Road Schaumburg, IL 60173	\$112.35
George Scheyd 97 Fleetwood Road Newington, CT 06111	\$19.64
Rosa Diaz 83 Main Street Apt 6B Newington, CT 06111	\$15.87
D&I Car Service LLC 106 Barkledge Drive Newington, CT 06111	\$15.00
Francesco or Glenna Nero 215 Tremont Street Newington, CT 06111	\$12.85
Michael & Allyson Parker 63 Walnut Street Newington, CT 06111	\$147.53
Keilani Strickland 287 Robbins Avenue Newington, CT 06111	\$19.88
Stacey Mowchan 51 Summit Street Newington, CT 06111	\$21.96
Barbara Kopczyk 403 Churchill Drive Newington, CT 06111	\$406.75

Krista Oconnell 48 Woodbridge Road Newington, CT 06111	\$50.40
Nissan Infiniti-LT Tax Operations PO Box 650214 Dallas Texas 75265-0214	\$196.54
Eleanor Ciammella 37 Rosewood Drive Newington, CT 06111	\$367.94
Richard Thureson 184 Forest Drive Newington, CT 06111	\$9.19
Diane Destefano 236 Hillcrest Avenue Newington, CT 06111	\$75.81
Todd Piro 41 Sterling Drive Newington, CT 06111	\$5.10
Daniel Dube 1715 Brownwood Ridge Court Rosenberg, TX 77469	\$19.21
Kristen Dube 1715 Brownwood Ridge Court Rosenberg, TX 77469	\$22.90
Alexander or Eugenia Hanczaruk 485 E Heatherglenn Place Oro Valley, AZ 85755	\$20.35
TOTAL	\$1,704.10