



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR STEPHEN WOODS

NEWINGTON TOWN COUNCIL

**Conf. Room L-101 (Lower Level) – Town Hall
131 Cedar Street**

AGENDA

October 28, 2014

7:00 P.M.

-
- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. AWARDS/PROCLAMATIONS
 - A. Teacher of the Year – Paul Salonia
 - IV. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
 - V. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. Town Hall/Community Center Project
 1. Disband the Current Town Hall Renovations Project Building Committee
 2. Create a New Town Hall Renovations Project Building Committee
 - B. 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update
 - C. CIP Transfer: National Welding Demolition Project
 - D. C-PACE Commercial Energy Program
 - E. Alumni Road/Cedar Street State Project – Traffic Study
 - VI. CONSIDERATION OF NEW BUSINESS (**Action May be Taken by Waiving the Rules**)
 - A. Central CT Health District Update
 - B. Amendment to the Administrative Group Classification and Pay Plan
 - C. Consideration of Amending the November Town Council Meeting Schedule
(**Action Requested**)
 1. Cancel November 4 and November 25, 2014 Regular Meetings
 2. Schedule a Special Meeting for November 18, 2014
 - VII. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Appointments to Boards and Commissions
 1. Affordable Housing Monitoring Agency
 2. Commission on Aging and Disabled
 3. Balf-Town Committee
 4. Board of Education Roof Replacement Project Building Committee

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5. Capitol Region Council of Governments
6. Central Connecticut Health District Board of Directors
7. Committee on Community Safety
8. Conservation Commission
9. Development Commission
10. Downtown Revitalization Committee
11. Employee Insurance & Pension Benefits Committee
12. Environmental Quality Commission
13. Board of Ethics
14. Fair Rent Commission
15. Newington Housing Authority
16. Human Rights Commission
17. Newington School Career Technical Program Renovation Project Building Committee
18. Open Space Committee
19. Board of Parks and Recreation
20. School Improvements Project Building Committee
21. STEM Academy PBC
22. Senior & Disabled Center Roof Replacement Project Building Committee
23. Standing Insurance Committee
24. Town Plan & Zoning Commission
25. Tri-Town Community Cable Access
26. Vehicle Appeals Board
27. West Meadow Cemetery Expansion Project Building Committee
28. Zoning Board of Appeals

VIII. TAX REFUNDS (**Action Requested**)

IX. MINUTES OF PREVIOUS MEETINGS (**Action Requested**)

- A. Regular Meeting, 10/14/14

X. WRITTEN/ORAL COMMUNICATIONS FROM THE TOWN MANAGER, OTHER TOWN AGENCIES AND OFFICIALS, OTHER GOVERNMENTAL AGENCIES AND OFFICIALS AND THE PUBLIC

XI. COUNCIL LIAISON/COMMITTEE REPORTS

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

XIII. REMARKS BY COUNCILORS

XIV. ADJOURNMENT

AGENDA ITEM: III

DATE: 10-28-14

RESOLUTION NO.: _____

WHEREAS, Mr. Paul M. Salonia a Mathematics Teacher at John Wallace Middle School, has been designated as Newington's 2014-2015 Teacher of the Year; and

WHEREAS, Mr. Salonia was selected based upon his exceptional skill and dedication to children and the teaching profession; and

WHEREAS, Mr. Salonia is intelligent, a strong communicator, an advocate for all students and a strong believer that public education is the vehicle to prepare all children for participation in our society; and

WHEREAS, Mr. Salonia is an individual who is poised and articulate, with an outgoing nature and possesses the superior ability to inspire learning in all students.

WHEREAS, Mr. Salonia earned a Bachelor of Science Degree in Education from the University of Connecticut, a Masters of Arts in Education at the University of Connecticut and completed additional graduate level education classes at Central Connecticut State University, University of New England and University of LaVerne; and

WHEREAS, Mr. Salonia has been teaching in Newington for fourteen years at John Wallace Middle School: from 2000-2002 Mr. Salonia taught grade 5; from 2002-2005 he taught grade 7 math and social studies and since 2005 he has taught grade 8 math and social studies; and

WHEREAS, Mr. Salonia is dedicated to his students and convinces his students of the importance and relevance of mathematics to their future high school and college experiences as well as their daily lives and he creates an environment that encourages risk taking, participation, accountability and energy; and

WHEREAS, Mr. Salonia has coordinated many school events for students and families and has been involved in numerous school and town-wide committees, all of which contributed to enhancing the education of our children; and

NOW, THEREFORE, BE IT RESOLVED: That the Newington Town Council hereby recognizes Paul M. Salonia as Newington's Teacher of the Year and extends its sincere congratulations and appreciation to his dedication and commitment to Newington's children.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 23, 2014
Re: Town Hall/Community Center Renovations Project & Reformulation of Committee

There has been an item on the Council agenda pertaining to the Town Hall/Community Center project for the last few months. Since this is an open item, the Town Council is free to discuss various items within the scope of the referendum, project status in general, and next steps for the Council and the Project Building Committee.

After the recent referendum on reconstruction of the Town Hall and the construction of a new recreation center, the Town Council determined that they would appoint a new Town Hall Renovations Project Building Committee. This task requires two steps. The first step is to disband the Town Hall Renovations Project Building Committee. Attached is a resolution approving the disbandment of the Committee.

Once the committee is disbanded, the Town Council may create a new Town Hall Renovations Project Building Committee. Attached please find a resolution authorizing the creation of a new Town Hall Renovations Project Building Committee and specifying the membership components of the new Committee.

Attach.



John Salomone
Town Manager

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OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: John Salomone, Town Manager
From: Jaime Trevethan, Asst. to the Town Manager - Administration
Date: October 24, 2014
Re: Status Report – Town Hall Renovations Committee/Focus Groups

As of the writing of this memorandum, the Town Manger's Office has received the following interest from members of the public regarding service on the Town Hall Renovations Project Building Committee and Town Hall project focus groups:

Building Committee

The cutoff date for submission to be considered for the Committee was Thursday, October 16. Twelve members of the public contacted the Town Manager's Office to express interest in serving on the Committee. The Council received the candidate's names for consideration on October 17. The list submitted to the Council may not include the names of residents who contacted their political party directly for consideration.

Focus Groups

To date, 23 residents have contacted the Town Manager's Office to express interest in serving on a focus group.

Once the Town Council has appointed members to the new Town Hall Renovations Committee, the candidates not selected for the Committee will be offered the opportunity to participate in a focus group. We will also continue to collect contact information of residents who wish to participate and will create a waiting list, if necessary.

We will meet with Paul Decelles of Decision Point after the October 28 Town Council meeting to schedule the groups and finalize the format, details, etc.

AGENDA ITEM: V.A.1.

DATE: 10-28-14

RESOLUTION NO. _____

WHEREAS, in order to appoint a new Town Hall Renovations Project Building Committee, the current Town Hall Renovations Project Building Committee must be disbanded;

NOW THEREFORE BE IT RESOLVED, that in accordance with Section 8-42 of the Newington Code of Ordinances, the Newington Town Council hereby disbands the Town Hall Renovations Project Building Committee.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: V.A.2.

DATE: 10-28-14

RESOLUTION NO. _____

WHEREAS, the Newington Town Council disbanded the existing Town Hall Renovations Project Building Committee on October 28, 2014;

NOW THEREFORE BE IT RESOLVED; that in accordance with Section 8-40 of the Newington Code of Ordinances, the Newington Town Council hereby establishes a new Town Hall Renovations Project Building Committee, comprised of (#) members; of which (#) shall be representatives of the Town Council and (#) shall be members of the public; and

BE IT FURTHER RESOLVED; that said Committee is charged to work with the Town Manager (or his/her designee) and other appropriate Town staff in the oversight of renovations to the Town Hall, including the Mortensen Community Center, and shall do such work in accordance with Chapter 8, Article X (Project Building Committees) of the Code of Ordinances; and

BE IT FURTHER RESOLVED; that the Newington Town Council hereby appoints the following members to the Town Hall Renovations Project Building Committee:

(To Be Determined)

Note: Public members of the Committee will serve terms of 10/25/14 – indefinite; Town Council members of the Committee will serve terms concurrent with the Town Council term.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



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Town Manager

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OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: 2014 – 2019 Capital Region Natural Hazard Mitigation Plan Update

As discussed at the October 14 Town Council meeting, the Capital Region Council of Governments (CRCOG) has issued its 2014-2019 update to the Capital Region Natural Hazards Mitigation Plan (Plan). FEMA has issued approval pending adoption for the Plan, meaning that FEMA will issue formal approval of the Plan once it is adopted locally by the various municipalities involved in the Plan. Formal FEMA approval will enable the involved communities to apply for natural hazard mitigation grants.

An executive summary of the Plan is attached for Council review. The full (486 page) Plan is available on the CRCOG website:

http://www.crcog.org/community_dev/current_p_fema.html

A hard copy of the full Plan is also available for review in the Town Manager's Office.

A resolution is attached for Council consideration at the October 28 meeting.

Attach.

AGENDA ITEM: V.A.1.

DATE: 10-28-14

RESOLUTION NO. _____

WHEREAS, the Newington Town Council recognizes the threats that natural hazards pose to people and property with the Town of Newington; and

WHEREAS, the Town of Newington in collaboration with the Capitol Region Council of Governments (CRCOG) has prepared a multi-hazard mitigation plan known as the 2019-2019 Capitol Region Natural Hazards Mitigation Plan Update in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update has identified mitigation goals and actions to reduce or eliminate long-term risk to people and property from the impacts of future natural hazards and disasters that affect the Town of Newington and the region; and

WHEREAS, public and committee meetings were held between March 15, 2012 and October 2, 2013, regarding the development and review of the 2014 – 2019 Capitol Region Natural Hazards Mitigation Plan Update; and

WHEREAS, the Federal Emergency Management Agency/ Department of Homeland Security has approved the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update, on condition of local adoption, enabling the Town of Newington to apply for Hazard Mitigation grant funding; and

WHEREAS, adoption by the Newington Town Council demonstrates their commitment to achieving the hazard mitigation goals outlined in the Town of Newington's section of the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

NOW, THEREFORE, BE IT RESOLVED, that the Newington Council hereby adopts the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

Capitol Region Natural Hazards Mitigation Plan Update 2014 – 2019 Executive Summary

Introduction

Connecticut’s Capitol Region encompasses the City of Hartford and twenty-nine surrounding suburban and rural communities. The Capitol Region Council of Governments (CRCOG) received Federal Emergency Management Agency (FEMA) funds through the Connecticut Department of Energy and Environmental Protection (DEEP) to develop a Natural Hazard Mitigation Plan Update for the thirty municipalities comprising the region:

City of Hartford	Town of Enfield	Town of Somers
Town of Andover	Town of Farmington	Town of South Windsor
Town of Avon	Town of Glastonbury	Town of Stafford
Town of Bloomfield	Town of Granby	Town of Suffield
Town of Bolton	Town of Hebron	Town of Tolland
Town of Canton	Town of Manchester	Town of Vernon
Town of East Granby	Town of Marlborough	Town of West Hartford
Town of East Hartford	Town of Newington	Town of Wethersfield
Town of East Windsor	Town of Rocky Hill	Town of Windsor
Town of Ellington	Town of Simsbury	Town of Windsor Locks

CRCOG staff and municipal officials from each community contributed to this planning project. The Capitol Region Emergency Planning Committee (CREPC) ESF-5 Emergency Management subcommittee was expanded to provide guidance to the update process. This plan update builds on the existing Pre-Disaster Natural Hazard Mitigation Plan of 2008. (All of the communities listed above except Stafford, which joined the Capitol Region in 2010, participated in the 2008 Plan.) The purpose of this plan is to identify natural hazards likely to affect the Capitol Region and its nearly 770,000 residents, assess our vulnerabilities to these hazards and set forth mitigation strategies that will reduce the loss of life and property, economic disruptions and the cost of post-disaster recovery for the region’s communities. The benefits of preparing a Natural Hazards Mitigation Plan include:

- Improving the region’s ability to deal with natural disasters and reduce losses
- Reducing the need for emergency response to natural disasters
- Enabling municipalities to access FEMA Hazard Mitigation Assistance Grants upon formal adoption of an approved plan
- Improving post-disaster recovery implementation

The plan considers the following natural hazards that affect the region:

- Dam failure
- Drought
- Earthquake
- Flooding
- Forest and Wild Land Fires
- Hurricanes and Tropical Storms
- Tornadoes and High Winds
- Severe Winter Storms

The impacts of these natural hazards were evaluated as well as the locations and groups of people particularly vulnerable to the effects of these hazards. Mitigation goals and strategies were developed at both the regional and local levels to reduce or prevent the damages to life and property that can result from these natural hazards. CROG and CREPC, in addition to local and other partners, are responsible for implementation of the regional goals contained in this plan. Each participating municipality identified its own mitigation goals and strategies and assumes responsibility for implementation of those measures.

Hazards Impacting the Capitol Region

The Capitol Region is vulnerable to the numerous natural hazards with flooding, winter storms and high wind events being the natural hazards that most frequently occur with enough severity to cause loss of life or property. To evaluate the impacts of these hazards on our region, we looked at historical accounts of major storms and other events; examined flood insurance claims data and public assistance provided after federally declared disasters; analyzed demographic data and physical features; and used a computer model to estimate losses due to flooding, hurricanes and earthquakes. The following is a brief summary of the natural hazards affecting the region and our communities.

Hurricanes and Tropical Storms

The Atlantic hurricane season extends from June 1st through November 30th each year. While the Capitol Region is spared the coastal storm surges associated with hurricanes, it is not immune from damaging winds and rain. According to the State's Hazard Mitigation Plan, a moderate Category II hurricane can be expected to hit Connecticut once every twenty-three to thirty years. A major Category III or IV hurricane may occur before 2040, based on 20th century trends.

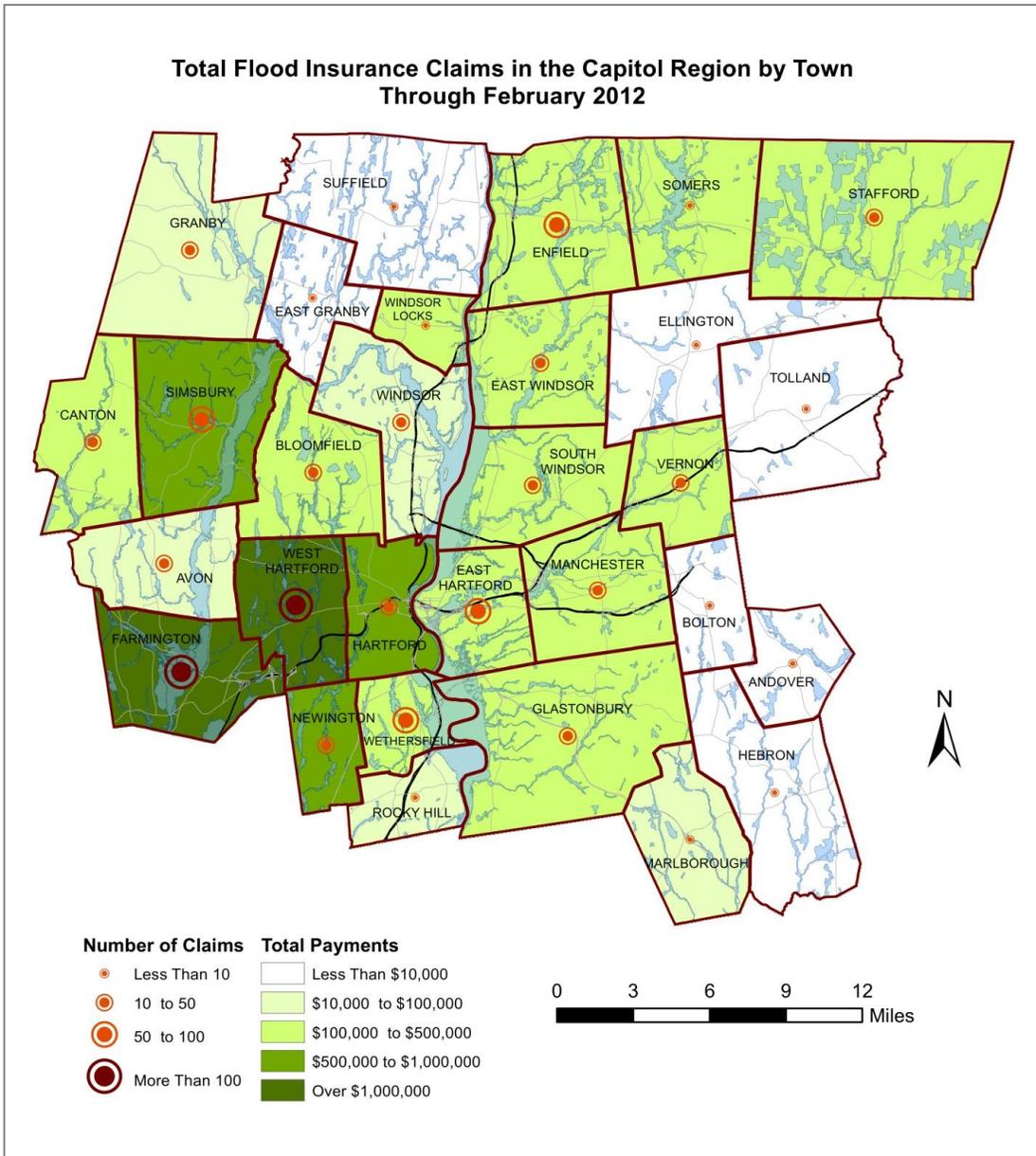
In August 2011, Hurricane Irene, which was downgraded to a tropical storm before hitting Connecticut, caused widespread damage to the region and state. Irene was responsible for three deaths associated with flooding and downed wires from falling trees. According to *The Hartford Courant*, insurance companies paid out \$235 million on more than 60,000 claims in Connecticut related to damage from Irene. However, this figure does not include hundreds of millions more in uncovered expenses and clean up costs for Connecticut's largest electric utility, Connecticut Light and Power. At the height of the storm some 754,000 residents were without power. Capitol Region cities and towns were widely affected by downed trees, flooding and power outages as a result of Irene. Many residents and businesses were without power over a week. According to the Connecticut Division of Emergency Management and Homeland Security, municipalities, other local and private nonprofit agencies incurred expenses of over \$3.18 million due to Irene. The municipalities and agencies are eligible for reimbursement of 75% of these costs under FEMA's Public Assistance program.

CROG used FEMA's Hazus-MH software to estimate the extent of physical damage and the economic losses to the region and our communities if we were hit with another hurricane similar to the Category III hurricane of 1938. The Hazus-MH hurricane model primarily considers wind damage for inland areas such as the Capitol Region which are not subject to storm surges. The model predicts the region could face economic losses of over \$3.6 billion and nearly 26,000 buildings with moderate or greater damage as a result of such a storm.

Floods

Flooding can occur as a result of other natural hazards such as heavy precipitation, hurricanes, winter storms, snow melt, ice jams or dam failures. The Capitol Region's numerous rivers and streams, as well as its urbanized areas, make floods and flash floods a regular risk. Individuals and local governments face significant economic

loss, risks to public safety, and degraded waterways from flooding. There is not a “flood season” per se in Connecticut; however, waterways are normally higher during spring, and are thus especially vulnerable to flooding from intense precipitation. Significant flooding can also occur as a result of hurricanes and tropical storms. According to the State’s Plan, major flooding of small rivers and loss of life can be expected every 5-10 years throughout the State. Major flooding of larger rivers, such as the Connecticut and Farmington, with loss of life and structural damage can be expected once every 30 years. Historic and widespread floods occurred in 1936, 1938, 1955, and 1982.



An analysis of claims filed under the National Flood Insurance Program in the Capitol Region demonstrates the potential for losses due to flooding. Since the program’s inception, over 1,200 claims resulting in payments of nearly \$7.8 million have been filed in the Capitol Region as of February 2012. Of these claims, 287 were repetitive loss claims (i.e., more than one claim over \$1,000 has been filed for flood damages to an

insured building over a ten year period). Nearly 100 properties have experienced repetitive losses in the Capitol Region. These losses have resulted in payments of over \$3.5 million. West Hartford and Farmington have had the highest overall and repetitive flood loss claims.

To help assess the risks we face from major flooding, CROCG used FEMA’s Hazus-MH loss estimation program to model the effects of flooding at the local level. The following table shows the damages each town in the region might face from a flood with a 1% probability of occurring in any given year (i.e., the 100 year flood). As can be seen, losses could be expected to be particularly high for Farmington River Valley communities.

Municipality	Total Estimated Economic Losses from a 1% (100 Year) Flood	Buildings at Least Moderately Damaged	Municipality	Total Estimated Economic Losses from a 1% (100 Year) Flood	Buildings at Least Moderately Damaged
ANDOVER	\$10,290,000	8	MANCHESTER	\$64,350,000	11
AVON	\$179,770,000	114	MARLBOROUGH	\$5,170,000	2
BLOOMFIELD	\$21,720,000	30	NEWINGTON	\$15,730,000	23
BOLTON	\$1,970,000	0	ROCKY HILL	\$4,740,000	1
CANTON	\$52,170,000	34	SIMSBURY	\$102,150,000	135
EAST GRANBY	\$13,340,000	13	SOMERS	\$12,790,000	10
EAST HARTFORD	\$33,550,000	41	SOUTH WINDSOR	\$33,240,000	48
EAST WINDSOR	\$17,970,000	26	STAFFORD	\$50,620,000	27
ELLINGTON	\$11,120,000	0	SUFFIELD	\$24,030,000	12
ENFIELD	\$91,120,000	135	TOLLAND	\$13,400,000	11
FARMINGTON	\$228,470,000	393	VERNON	\$50,460,000	76
GLASTONBURY	\$35,720,000	10	WEST HARTFORD	\$130,710,000	140
GRANBY	\$42,450,000	66	WETHERSFIELD	\$20,960,000	7
HARTFORD	\$206,450,000	61	WINDSOR	\$132,710,000	292
HEBRON	\$4,400,000	0	WINDSOR LOCKS	\$2,420,000	

Significant areas of the Capitol Region are vulnerable to flooding. Over 9% or 48,883 acres of the Capitol Region is located in flood plains. Over half of this land is zoned residential. Without restrictions on development in flood plains, lives and property are at risk.

Dam Failure

Dams provide vital benefits to our region such as water supply, power generation, flood control, and recreation, but in the event of failure, they can pose a threat to lives and property. Dam failure can happen for a number of reasons including as a result of natural disasters such as structural failure due to earthquakes or overtopping due to heavy precipitation. Dams in Connecticut are regulated by the Department of Energy and Environmental Protection (DEEP). According to the DEEP, there are 533 dams in the Capitol Region. Of these, 38 are Class C, or high hazard, dams. Failure of a Class C dam would result in probable loss of life, major damage to habitable structures, damage to major highways and great economic loss. The region also has 59 Class B, or significant hazard, dams. Failure in these dams would result in similar, but less severe damage. The State estimates there are nearly 12,000 people in Hartford County and 4,150 people in Tolland County within

the mapped dam inundation areas of high and significant hazard dams. The Capitol Region does not include all municipalities in Hartford and Tolland Counties thus the regional population exposed to this risk is likely lower, probably under two percent.

Severe Winter Storms

Connecticut is subject to blizzards, ice storms and nor'easters - storms characterized by strong, possibly damaging northeasterly winds. The Capitol Region receives an average annual snowfall of about 40", although snowfall amounts vary widely from year to year and can vary dramatically across the Region in any given storm. Severe winter storms can result in damage to buildings and infrastructure, loss of life, and disruptions to regional transportation and communication systems. Half of all federal disaster declarations for Connecticut over the past 20 years have followed major winter or snow storms. Federal assistance is frequently used to offset the snow/ice removal costs the State and municipalities incur. For example, a federal emergency was declared for the February 11-12, 2006 snowstorm in several counties in Connecticut (including Hartford and Tolland) to help share the costs of snow removal. In 2011, FEMA obligated over \$74 million in Public Assistance funds to the State of Connecticut to reimburse state agencies, local governments and eligible private nonprofit organizations for costs associated with the January 11-12, 2011 snowstorm and Storm Alfred in October. The frequency, intensity and timing of winter storms dramatically impacts snow removal budgets. Storm Alfred was particularly costly for municipalities because of the heavy debris loads resulting from the high number of fully leafed trees downed in this storm. Municipalities also incur higher labor costs for snow removal on weekends and holidays.

Tornados/High Winds

Connecticut averages approximately three tornadoes every two years; however, in the first week and a half of July 2013 four tornadoes hit the State including three which touched down in the Capitol Region. Hartford and Litchfield Counties are at the highest risk for tornadoes within the state based on historical patterns and locations of their occurrence. Between 1950 and 2003, Hartford County experienced 14 tornadoes and Tolland County experienced 10. Between 2006 and 2012, Connecticut experienced twelve tornados. Two of these were in Hartford County (Wethersfield and Bristol) and one in Tolland County (Somers). Typically, tornadoes occur between April and October. High winds and microbursts (strong straight-line downburst winds) can also inflict damage to property and result in injuries.

One of the country's most destructive tornadoes touched down in Windsor Locks and Windsor on October 3, 1979. The F4 tornado had winds in excess of 200 miles per hour, and tore an 11-mile path from Windsor to Suffield. The tornado killed 3 people, injured 500 and caused an estimated \$250 million (\$776,385,000 in 2011 dollars) in damage, in part because it struck the New England Air Museum destroying several planes and hangars.

Earthquake

Connecticut has a moderate risk of earthquakes based on the frequency of their occurrence, not the intensity of individual earthquakes. Between 1568 and 1989, the state had 137 recorded earthquakes. The Capitol Region experienced sixteen between 1837 and 2012. Of those where the magnitude was known, all were under magnitude 4.0. A strong earthquake centered in central Connecticut and thought to be 3.8 magnitude occurred on August 9, 1840.

Magnitude 3.0 to 3.9 earthquakes are often felt by people up to a hundred miles away from the epicenter but rarely cause damage. Magnitude 4.0 to 4.9 earthquakes cause shaking of objects indoors but generally cause none to slight damage. Magnitude 5.0 to 5.9 earthquakes can cause moderate to major damage to poorly constructed buildings but none to slight damage to other buildings. Connecticut incorporated building codes for seismic activity into the state building code in 1992. There were no requirements prior to that. So, while the risk for a very damaging earthquake is relatively low in the region, some structures may be impacted by less intense earthquakes depending on the soil and integrity of the structure.

Using FEMA's Hazus-MH software, CRCOG analyzed several earthquake scenarios to estimate the potential loss to property and life. One scenario run was based on a 1998 5.2 magnitude earthquake centered in Pennsylvania and the results were typical for the modeling of historic earthquakes: No buildings or transportation and utility infrastructure were estimated to be damaged as a result of such an earthquake here. No fires were expected to result and no debris was expected to be generated as a result of the earthquake. Also, no injuries, deaths or displacements were expected to result from the quake. There were no economic losses estimated from such an earthquake scenario here.

We also ran a simulation of a magnitude 5 earthquake with an epicenter in Hartford. Such an earthquake would be stronger than we would expect based on historical evidence and has a low probability of occurring. An earthquake of this magnitude, however, would inflict considerable damage on the Capitol Region. Hazus estimates that over 12% of the buildings in the region or about 30,700 buildings would be at least moderately damaged and nearly 1,000 buildings would be damaged beyond repair. Four hospitals, 89 schools, seven police stations, five fire stations and two emergency operations centers would suffer at least moderate damage although none would be completely damaged. Thirty bridges would be expected to be moderately damaged and one completely damaged. Numerous leaks and breaks in water, wastewater and natural gas lines would be expected. Power outages would be widespread. Four fires are estimated to be ignited due to the earthquake resulting in about \$3 million in building losses. Depending on the time of day that the earthquake struck, 40 to 85 deaths could be expected. Thousands of people would sustain minor injuries and hundreds would need hospitalization. Total economic losses estimated for such an earthquake would be \$6.57 billion. Total building related losses were estimated at \$5.51 billion with 47% of these losses attributed to residential properties.

If a 5.0 magnitude earthquake were centered in Moodus, an area of historic "rumblings," the effects on the Capitol Region would be considerably less severe. We ran a Hazus simulation of such an earthquake and found that only 1% of the buildings in the Capitol Region or about 2,200 buildings would be at least moderately damaged. Nearly 15 buildings in the region would be damaged beyond repair. No hospitals, schools, police stations, fire stations, emergency operations centers or bridges would suffer at least moderate damage and none would be completely damaged. Some leaks and breaks in water, wastewater and natural gas lines would be expected but no power outages would be expected. Only one fire is estimated to be ignited due to the earthquake. One death would be expected. About 40 people would sustain minor injuries and only a few would need hospitalization. Total economic losses estimated for the earthquake would be about \$300 million. Total building related losses were estimated at \$272 million with over 55% of these losses attributed to residential properties.

These simulations highlight the significance of the location of the epicenter to the damages that could be expected. A moderately strong earthquake centered near a more populated, built up area would be expected to result in considerably more damage than one located in a more remote area. Based on our history and

geology, the Capitol Region's vulnerability to damaging earthquakes is low. The damages we are likely to face here from earthquakes are much lower than in other parts of the nation and world.

Drought

Droughts periodically occur in Connecticut and can have serious consequences. While a drought does not pose immediate threats to life and property, it can have severe economic, environmental and social consequences. A lack of precipitation can affect not only agricultural production, but also tourism, water utilities, residential wells, businesses and more. Connecticut experienced notable droughts in 1957, 1964-67, 1980-81 and 2002. During the 2002 drought, several water utilities imposed mandatory water conservation and restriction measures on their customers, while most other companies imposed voluntary restrictions. Such restrictions can impact businesses as well as residences.

A meteorological drought was most recently declared for Hartford, Tolland and Windham Counties from April 12 through April 24, 2012 due to precipitation levels that were approximately half of normal levels. According to the NOAA Storm Events Database, rivers and streams were most affected as most ran at record low levels during the spring run-off season. The State did not issue a drought declaration, however, as reservoirs were at normal levels, thanks largely to above normal precipitation falling between August 2011 and November 2011. The main impact of this meteorological drought was periods of very high fire danger. Rainfall in the first half of 2013 has been higher than normal and drought seems unlikely for the near future. However, as the State's draft Natural Hazards Mitigation Plan Update notes, predicting the future occurrences of drought within any given time period is difficult.

Forest and Wildland Fires

Forest or wildland fires can cause not only long-term damage to vegetation and ecosystems, but also damage to developments, especially as residential development has increased in woodland areas. In the last twenty years, a few forest fires have occurred in the Capitol Region including a fire in May 1995 which burned nearly 40 acres in Tolland; a brush fire in April 1999 in Vernon which also burned about 40 acres and came within 100 feet of homes in a nearby neighborhood; and a fire in April 2005 which burned eight acres along the Farmington River in Avon. The scale of these fires is much less than those experienced in the western and midwestern United States; nonetheless forest fires here pose a risk to lives and property especially at the urban/woodland interface.

Mitigation Strategy

To address the impacts of these natural hazards, the planning committee and local and regional staff reexamined the goals, objectives and strategic mitigation activities proposed in the 2008 Plan as well as assessed our experiences with natural disasters of the last five years and considered input from the public and other stakeholders in order to develop a blueprint for better protecting our region over the next five years. Each mitigation action was prioritized and responsible agencies, potential funding sources and time frames for implementing the projects were identified. What follows is a brief outline of the regional and local strategies proposed.

We categorized the individual projects and actions proposed by the region and municipalities into the following types of measures:

Education & Awareness – Projects and actions in this category include measures to inform and educate local residents and businesses, elected and appointed officials, and other stakeholders. Types of outreach include general public informational outreach efforts such as use of local websites to post information, mailings with tax statements, newspaper advertisements, press releases, e-mail blasts, etc. Other measures in this category include targeted outreach efforts to specific groups which could include more direct contact such as meetings. Also included are workshops, forums, fairs, seminars and the like.

Natural Resource Protection – Actions included in this category are those that not only minimize hazard losses but also can preserve or restore functions of natural systems such as stream corridor restoration, watershed management, wetlands preservation and restoration, and timber management.

Preparedness and Enhancement of Emergency Response – Actions in this category may not be thought of as directly tied to mitigation of damage due to natural disasters but they are measures vital to public safety and the restoration of normalcy in a community. In this regard, they play an important role in the reduction of losses a community will experience. Measures in this category include improving working relationships and coordination between agencies; securing new equipment, facilities, supplies and personnel to aid in emergency response; improving procedures related to emergency response; conducting emergency response training; and improving communications systems.

Prevention – Activities in this category generally include government actions or processes that influence the way land and buildings are developed, such as zoning regulations, floodplain regulations, building codes, open space preservation, and stormwater regulations. Also included are studies and assessments of risks and vulnerabilities including identifying and improving a community’s ability to contact vulnerable populations; improving mapping and data analysis capabilities; and undertaking engineering studies to address drainage, flooding, and power outage issues. Other government actions and programs such as implementing procedures for improving operations, using tax incentives and capital improvement programming are also included in this category.

Structural Projects/Property Protection & Modifications – Activities in this category include modifications and retrofits of existing buildings, structures and infrastructure to protect or remove them from harm such as acquisition, relocation, elevation, flood proofing, installation of shatter proof glass, relining culverts, strengthening roofs, etc. Measures in this category could also include new construction or reconstruction projects to reduce the impact of hazards such as installation of improved drainage facilities, culverts, and other stormwater controls as well as undergrounding utilities. Expanding sheltering capacity and installation of backup power to critical facilities are other measures included in this category.

Regional Goal, Objectives and Mitigation Actions

Because of the regional nature of natural hazards and common concerns, some mitigation activities are better addressed at the regional level; however, the means to carry out certain activities may not be available to regional agencies, but are available to municipalities. For example, CRCOG cannot enact laws and regulations, levy taxes, or enter into construction contracts. This section establishes our regional strategy for addressing natural hazards and sets out the mitigation actions that may best be undertaken on a regional level.

Goal: Minimize the loss of life and property, and economic disruptions that can result from natural hazards.

Objective 1: Improve stormwater management and ground water recharge throughout the region to prevent increased flooding and lessen the effects of drought.

Mitigation Actions:

- 1.1 Encourage all municipalities in the Region to adopt regulations that incorporate or refer to recommended practices from the most current Connecticut Stormwater Quality Manual, Connecticut Guidelines for Erosion and Sedimentation Control and in particular, those which promote low impact development and green infrastructure techniques.
- 1.2 Encourage development that is in harmony with natural drainage systems in all municipalities through reviews of development referrals.
- 1.3 Foster improved understanding of the importance stream management, maintenance of natural drainage channels, and use of green infrastructure practices among municipal staff, inland wetlands commissions and planning and zoning commissions through education.
- 1.4 Continue participation with other regional planning agencies in Connecticut and Massachusetts in the Connecticut River Bi-State Partnership and, in particular, in the development of a Connecticut River Bi-State Corridor Management Plan.

Objective 2: Assist municipalities in implementing hazard mitigation strategies.

Mitigation Actions:

- 2.1 Work with member municipalities to maintain this regional natural hazard mitigation plan with updates at least every five years.
- 2.2 Work with member municipalities, state and federal agencies to improve availability of relevant data; including, but not limited to current land uses, vulnerable building stock inventories and values, and hazardous materials inventories.
- 2.3 Train CRCOG staff in HAZUS-MH software.
- 2.4 Assist member municipalities in pursuing federal and state funds to implement mitigation measures.
- 2.5 Incorporate natural hazard mitigation concerns into the regional plan of conservation and development and encourage municipalities to address natural hazards mitigation in local plans of conservation and development.
- 2.6 Encourage municipalities to participate in the National Flood Insurance Program's Community Rating System.

- 2.7 Work with municipalities to facilitate a process for improved communications with upstream communities to provide timely downstream notifications regarding water levels and releases from dams.
- 2.8 Encourage municipalities to increase their citizens' awareness and use of the Get Ready Capitol Region website. (<http://www.getreadycapitolregion.org/>)
- 2.9 Encourage FEMA to recognize the cumulative effect of winter storm events
- 2.10 Assist member communities in efforts to develop and maintain lists of functional needs populations and in improving involvement of functional needs persons in planning and training for hazard mitigation.

Objective 3: Assist municipalities in minimizing risks associated with power disruptions.

Mitigation Actions:

- 3.1 Monitor state efforts to assist municipalities in working with Connecticut Light & Power concerns over appropriate utility right-of-way maintenance, emergency response and the burial of transmission lines.
- 3.2 Encourage the installation of generators at critical facilities and in developments serving the elderly or special need populations through outreach and associated work with local officials.

Objective 4: Assist municipalities in minimizing risks associated with droughts.

Mitigation Actions:

- 4.1 Assist municipalities that do not currently have drought ordinances in enacting such ordinances to enable the enforcement of water conservation.
- 4.2 Assist in disseminating drought-related information by encouraging municipalities to post drought-related information released by the Connecticut Division of Emergency Management and Homeland Security or Connecticut Department of Public Health through their websites and/or newsletters, and by posting drought-related information on the Get Ready Capitol Region website.

Municipal Goals, Objectives and Mitigation Actions

Each of the thirty municipalities in the Capitol Region also reassessed its goals, objectives, and strategic mitigation actions from the 2008 Plan, and developed a new strategic course of action for the upcoming five years. In all, some 400 specific mitigation actions and projects are proposed. While many are unique to the individual communities, there are commonalities among the actions proposed, and all communities have proposed a range of activities including public education and awareness; natural resource protection; plans, studies and regulatory actions; structural projects and modifications to buildings, facilities and infrastructure; as well as measures to improve preparedness and emergency response. The table which follows summarizes these actions and projects.

Summary of Types of Mitigation Projects Proposed by Community

Municipal Strategic Mitigation Actions, Processes, Projects	Education & Awareness			Natural Resource Protection		Preparedness (Enhance Emergency Response)					Prevention				Structural Projects – Property Protection & Modifications			
	Informational Public Outreach	Targeted Outreach	Workshops and Forums	Preserve & Restore Natural Functions	Timber Management	Improve Coordination & Working Relationships	Improve Procedures	New Facilities, Equipment, Supplies, Personnel	Training	Improve Communications Systems	Assess Risks & Vulnerabilities	Assess/Protect Vulnerable Populations	Processes to Mitigate Damages to Life & Property	Strengthen Planning & Development Regulations	Acquisition/Relocation	Improve Drainage, Culverts, Roads & Bridges	Protect/Improve Utility Infrastructure	Strengthen/Protect Critical Facilities
Andover	X	X				X		X	X		X	X						X
Avon	X					X	X		X	X	X		X					X
Bloomfield	X							X	X	X			X			X		
Bolton	X			X		X				X			X		X	X		
Canton	X					X					X	X	X	X	X			
East Granby				X			X			X	X	X	X					
East Hartford	X		X						X	X	X	X			X			X
East Windsor	X			X		X		X		X	X	X			X			X
Ellington	X	X										X	X	X		X		X
Enfield	X							X		X	X	X	X		X			X
Farmington	X										X		X		X			X
Glastonbury	X							X				X	X	X		X	X	X
Granby	X				X	X	X	X	X		X		X	X		X	X	
Hartford			X						X	X		X	X			X		X
Hebron	X				X	X		X			X	X	X	X				X
Manchester	X	X				X	X				X				X			
Marlborough	X						X	X	X	X	X		X					X
Newington		X				X		X	X				X			X		
Rocky Hill						X	X	X		X			X	X	X	X		X
Simsbury		X				X				X			X	X	X			X
Somers	X	X											X	X		X		X
South Windsor	X					X	X	X	X		X	X	X	X			X	X
Stafford	X					X	X	X	X		X		X	X		X	X	
Suffield	X			X							X		X	X				
Tolland	X			X		X		X			X	X	X	X		X		X
Vernon	X	X						X		X	X		X			X		X
West Hartford								X	X				X					X
Wethersfield	X							X	X		X		X	X	X	X	X	X
Windsor	X	X		X			X	X	X		X		X			X	X	X
Windsor Locks	X												X		X			X
Capitol Region	X	X	X	X		X			X		X	X		X				

Planning Process

The Natural Hazards Mitigation Plan Update planning process began in early 2012 when the Federal Emergency Management Agency (FEMA) awarded the Capitol Region Council of Governments (CRCOG) a Pre-Disaster Mitigation Planning Grant to update its 2008 regional natural hazard mitigation plan. This Plan Update was developed in collaboration with the Capitol Region Emergency Planning Commission (CREPC), the Region's 30 municipalities and the Department of Energy and Environmental Protection (CT DEEP). A planning sub-committee provided guidance to the project. In July 2012, the planning committee met to reexamine the list of hazards impacting the Capitol Region. The committee agreed that the list of eight natural hazards identified in the 2008 Plan should continue to be considered the natural hazards addressed in the Plan Update. The committee rated the hazards for their significance and impact on the Region. Flooding ranked as the number one hazard of concern, followed closely by hurricanes and then by winter storms and tornados. The planning committee met again in February 2013 to reassess the regional mitigation strategies and in September 2013 to review the draft plan document.

CRCOG staff researched natural hazards and major storm events impacting the Region and State in the last several years. The data analyzed came from a variety of sources including FEMA, DEEP, the National Weather Service, regional newspapers, the United States Geological Survey, United States Census Bureau, municipalities and CRCOG's internal geographic information system as well as other resources. The data were used to evaluate natural disasters in terms of frequency, magnitude, areas of impact and economic loss. The collected data was analyzed using the CRCOG's geographic information system and HAZUS-MH, software developed for FEMA to estimate losses from earthquake, hurricanes and floods.

CRCOG staff led efforts to involve officials from each town in updating individual municipal sections. Meetings were held in each of the thirty municipalities and included local staff from a variety of departments including administration, planning, emergency management, police, fire, public health, sanitation, public works, engineering, information technologies, social services, human resources, boards of education, ambulance services, among others. In some towns citizens and elected officials also participated. Following these municipal meetings, CRCOG staff worked with the municipally designated staff contacts to incorporate the updates prepared by the municipalities. In all, over 400 local officials were involved in updating the municipal sections.

A variety of means were used to inform the public of the planning process and to gain public input on hazards, areas and issues of concern, and on mitigation measures. These specific outreach efforts included reports and presentations to local officials; web page updates; an opinion survey developed to solicit input from the public on local mitigation activities and strategies; a series of subregional public meetings. Specific efforts were also made to involve neighboring communities and other regional bodies including Connecticut Light and Power (CL&P) and the Metropolitan District (MDC) into the planning process.

From the survey and subregional meetings, we found there is strong support: 1) for using an emergency alert system to contact residents; 2) for measures which could help restore a sense of normalcy after a significant event, such as providing back-up power to important community facilities and ensuring that roads are quickly passable after storms; 3) for ensuring that the public is prepared for natural disasters through various means of outreach; 4) for training of municipal staff and volunteers for emergency response; for trimming or removing trees to reduce the potential for power outages; and 5) for ensuring the needs of vulnerable populations are addressed.

The public review and comment on the draft Plan Update extended from mid September through October 2013. Notifications of the availability of the plan are posted on CRCOG's website and all municipalities were asked to post similar notices on their websites. Two public meetings were held, one in Hartford and one in Enfield, to gather public comment. Comment was also solicited through the CRCOG website and emails to an extensive list of stakeholders developed during the plan update process. Following the public review, the draft Plan Update was revised to incorporate suggestions received and submitted the Connecticut Department of Energy and Environmental Protection (DEEP) for formal review. State officials reviewed the Plan Update and forwarded it to FEMA for federal review and approval. FEMA requested a number of revisions; these were addressed and the revised Plan Update was resubmitted for State and federal review. FEMA issued its Approval Pending Adoption August 29, 2014.

Plan Implementation and Maintenance

Upon approval of the Plan Update by FEMA, each municipality's governing body as well as CRCOG's Policy Board will need to formally adopt the Plan Update. CREPC will also be asked to append this plan to the Regional Emergency Support Plan (RESP) Plan.

Implementation of the strategies contained within this plan will depend largely on the availability of resources. Each municipality and CRCOG will have to consider the costs, availability of funding, and impacts of each strategy individually. The CRCOG Policy Development & Planning Department will be responsible for regional strategies and coordination with CRCOG Public Safety staff. The planning sub-committee of CREPC (ESF-5), which provided guidance to this project, will monitor progress on its implementation with assistance from CRCOG staff. The sub-committee will conduct annual outreach to municipalities to ascertain progress on proposed mitigation actions.

For more information on natural hazard mitigation planning, please visit CRCOG's website – http://www.crcog.org/community_dev/current_p_fema.html



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: CIP Appropriation Transfer

Please see the attached memorandum and table of budget line items and revenue sources for the demolition of the former National Welding Building located on 690 Cedar Street, as discussed at the September 23 Town Council meeting.

A resolution is attached for Council consideration to transfer Town's matching funds of \$250,000 for the project. If approved, the funds will be transferred within the Capital and Non-Recurring Expenditures Fund.

Attach.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Finance Department

Ann J. Harter
Director of Finance

Memorandum

To: John Salomone, Town Manager
From: Ann J. Harter, Director of Finance
Date: September 19, 2014
Re: CIP Appropriation Transfer

Attached is table prepared by Andy Brecher, Economic Development Director illustrating the budget line items and revenue sources for the National Welding Demolition, Remediation and Re-Use Project. As the table illustrates, the project cost totals \$4 million with \$2 million (50%) reimbursable by the State of Connecticut's Department of Economic and Community Development (DECD). The Town has committed approximately \$1.75 million to date. Accordingly, there is a remaining portion of the Town's matching funds of \$250,000 which needs be transferred within the Capital and Non-Recurring Expenditures Fund to the appropriate account.

In accordance with the Town Charter Section C-808 Transfer of Appropriation, transfers among capital projects funds may occur at any time and are not subject to the six-month limitation. Similar to the action taken in February 2014, it is my recommendation that remaining funds appropriated in the Fenn Road Access Road account (30310-88113) be reallocated towards this project. The correct action would be for the Town Council to transfer the balance of \$250,000 from this account to the National Welding Engineering Services account (30420-88329).

An adopting resolution for transfers within the Town's Capital Project Funds will be available for the October 14th Town Council meeting. I will be in attendance at the Town Council meeting on September 23rd to answer any questions the council may have.

NATIONAL WELDING DEMOLITION AND DEVELOPMENT

9/19/2014

ACTUAL AND ANTICIPATED EXPENDITURES

LINE	ITEM	1992-2013			2014-2015			TOTAL	COMMENTS
		TOWN OPERATING FUNDS	TOWN CAPITAL FUNDS	OTHER SOURCES	TOWN OPERATING FUNDS	TOWN CAPITAL FUNDS	OTHER SOURCES		
1	PROPERTY ACQUISITION			1,450,700				1,450,700	BACK TAXES; NO CASH OUTLAY
2	ENVIRONMENTAL STUDIES [FUSS & O'NEILL]	16,200	7,956	179,860		79,448		283,464	179,860 FROM FEDERAL EPA
3	STATE GRANT MANAGEMENT					82,500		82,500	CRDA + DECD MANDATORY LEGAL FEE
4	CONSTRUCTION MANAGEMENT [FUSS & O'NEILL]					124,653		124,653	BIDDING AND OVERSIGHT
5	DEMOLITION/ABATEMENT/REMEDIAATION ACTIVITIES					107,240	1,689,399	1,796,639	INCLUDING CONTINGENCY
6	PROPERTY DISPOSITION	21,990			11,250	228,804		262,044	CRDA, LEGAL, PLANNING, ENGINEERING
7	TOTAL	38,190	7,956	1,630,560	11,250	622,645	1,689,399	4,000,000	
8	REIMBURSABLE FROM STATE GRANT					310,601	1,689,399	2,000,000	
9	PAID/TO BE PAID FROM TOWN/FEDERAL FUNDS	38,190	7,956	1,630,560	11,250	312,044		2,000,000	
10	ANTICIPATED TOWN CAPITAL EXPENDITURES					312,044			

NOTES:

- THE TOTAL PROJECT COST IS \$4,000,000 FOR GRANT PURPOSES, INCLUDING EXPENDITURES OCCURRING PRIOR TO 2014.
- STATE GRANT ASSISTANCE IS LIMITED TO 50% OF THE TOTAL PROJECT COST.
- THE TOTAL PROJECT COST HAS BEEN REDUCED FROM \$4,019,150 PREVIOUSLY ESTIMATED TO \$4,000,000 BASED ON RECEIPT OF ACTUAL BIDS.
- 2014-2015 "OTHER SOURCES" OF \$1,689,399 ARE STATE FUNDS TO BE DISBURSED DIRECTLY BY CRDA TO THE DEMOLITION/ABATEMENT/REMEDIAATION CONTRACTOR.
- ADDITIONAL REMEDIATION COSTS ARE LIKELY. HOWEVER, SUCH COSTS ARE ENVISIONED TO BE PAID FOR BY THE EVENTUAL PROPERTY DEVELOPER.

AGENDA ITEM: V.C. _____

DATE: 10-28-14 _____

RESOLUTION NO. _____

CERTIFICATION:

In accordance with Section 808 of the Town Charter, I hereby certify that there exists, free from encumbrances, in the following appropriations in the Capital and Non-Recurring Expenditures Fund, the amounts listed below:

<u>Account</u>		
<u>Number</u>	<u>Title</u>	<u>Amount</u>
88113	Fenn Road Access Road	\$250,000

Ann J. Harter, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds to the following account in the Capital and Non-Recurring Expenditures Fund for costs related to the demolition and development of the National Welding Property

<u>Account</u>		
<u>Number</u>	<u>Title</u>	<u>Amount</u>
88329	National Welding - Engineering Services	\$250,000

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MEMORANDUM

To: John Salomone, Town Manager
From: Andy Brecher, Economic Development Director
Date: September 18, 2014
Re: Connecticut Property Assessed Clean Energy (C-PACE) Program

The Connecticut Property Assessed Clean Energy (C-PACE) program was created by the state legislature to help commercial property owners finance energy upgrades to their buildings. It is administered by a quasi-public agency of the state, The Connecticut Green Bank.

The program is unique in that it allows money borrowed through Green Bank to be repaid through a supplemental tax bill issued by the municipality in which the project property is located. Such loans can also have up to a twenty year term (twice as long as the normal term for equipment loans from banks), can preserve capital and credit lines, and transfer with the property—so they don't have to be paid off when a property is sold, thereby encouraging building owners to undertake energy saving projects with a long term payback.

Ninety-six towns in Connecticut have already signed on to participate in the C-PACE program, and some \$40 million in loans have been approved by Green Bank to date. Two building owners in Newington are in serious discussions with Green Bank and need the Town's approval of the C-PACE agreement to move ahead.

Newington's role would be limited to issuing the tax bills, collecting the payments and transferring those payments to Green Bank. The revenue collection software used by the Town has already been modified by Green Bank to issue such tax bills. Establishing a separate account and transferring funds electronically are minor activities. This is a specialized program that is anticipated to be extremely helpful to some, but not utilized by many. Therefore, annual compensation of \$500.00 to be paid to the Town by Green Bank is adequate to cover the Town's incremental effort. Both the Revenue Collector and Finance Director concur this will have negligible impact on staff.

In the event of default by a property owner, the Town's responsibility is limited to notifying Green Bank. All efforts at, and costs of collection are the responsibility of Green Bank, although Green Bank could contract with the Town to provide collection services at the Town's discretion.

The attached agreement is provided for Town Council review. It has already been approved by the Town Attorney. Should the Council agree that contracting with Green Bank to make the C-PACE program available to Newington commercial property owners to undertake energy improvement investments that will reduce both energy consumption and costs, a resolution will be prepared authorizing the Town Manager to execute a C-PACE agreement with Green Bank.

Attach.

AGENDA ITEM: V.D.

DATE: 10-28-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby authorizes the Town Manager to enter into an agreement with Connecticut Green Bank for participation in the Connecticut Property Assessed Clean Energy (C-PACE) program, a copy of which is attached to this resolution.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

**COMMERCIAL PROPERTY ASSESSED
CLEAN ENERGY ("C-PACE") AGREEMENT**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between **TOWN OF NEWINGTON, CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CONNECTICUT GREEN BANK**, a quasi-public agency of the State of Connecticut, having its business address at 845 Brook Street, Rocky Hill, Connecticut 06067 (the "Green Bank").

RECITALS

WHEREAS, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

WHEREAS, section 16a-40g, as amended, of the Connecticut General Statutes (the "Act") established the C-PACE program in Connecticut.

WHEREAS, subsection (b)(1) of the Act directs the Green Bank to establish a commercial sustainable energy program, and authorized the Green Bank to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

WHEREAS, to secure financing for the program, the Green Bank and the Municipality are authorized to enter into a written agreement, as approved by the Municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Green Bank in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

WHEREAS, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

- (a) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) participation in a microgrid, as defined in section 16-243y, including any related infrastructure for such microgrid, by qualifying commercial real property, provided such microgrid and any related infrastructure incorporate clean energy, as defined in section 16-245n, as amended by this act, (C) any renovation or retrofitting of qualifying commercial real property to reduce energy consumption, (D) installation of a renewable energy system to service qualifying commercial real property, or (E) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation, retrofit or installation described in subparagraph (C), (D) or (E) of this subdivision is permanently fixed to such qualifying commercial real property.

- (b) "District heating and cooling system" means a local system consisting of a pipeline or network providing hot water, chilled water or steam from one or more sources to multiple buildings.
- (c) "Qualifying commercial real property" means any commercial or industrial property, regardless of ownership, that meets the qualifications established for the commercial sustainable energy program.
- (d) "Commercial or industrial property" means any real property other than a residential dwelling containing less than five dwelling units.
- (e) "Benefited property owner" means an owner of qualifying commercial real property who desires to install energy improvements and provides free and willing consent to the benefit assessment against the qualifying commercial real property.
- (f) "Commercial sustainable energy program" means a program that facilitates energy improvements and utilizes the benefit assessments authorized by this Agreement as security for the financing of the energy improvements.
- (g) "Benefit assessment" means the assessment authorized by the Act.

Section 2 - Obligations of the Green Bank.

- (a) Program Requirements. Pursuant to the Act, the Green Bank:

- (1) Shall develop program guidelines governing the terms and conditions under which state financing may be made available to the commercial sustainable energy program, including, in consultation with representatives from the banking industry, municipalities and property owners, developing the parameters for consent by existing mortgage holders and may serve as an aggregating entity for the purpose of securing state or private third-party financing for energy improvements pursuant to the Act;

- (2) Shall receive and review applications submitted by benefitted property owners within the Municipality for financing of energy improvements, and approve or disapprove such applications in accordance with underwriting procedures and requirements established by the Green Bank;

- (3) Shall prepare and deliver to the Municipality an annual report which shall contain information related to each qualifying commercial real property within the Municipality, including:

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
 - ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
 - iii. The total benefit assessment payments made to the Green Bank in respect of all qualifying commercial real properties; and

- iv. For each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
 - A. The date of the financing agreement;
 - B. The outstanding amount of the financing;
 - C. The total principal balance and accrued interest outstanding; and
 - D. The annual payment(s) due to the Green Bank (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) Shall establish the position of commercial sustainable energy program liaison within the Green Bank;

(5) Shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property;

(6) May use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program; and

(7) Shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) Project Requirements. If a benefitted property owner requests financing from the Green Bank for energy improvements under the Act, the Green Bank shall:

(1) Require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing;

(2) Impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program; and

(3) Require that the property owner obtain the consent of any existing mortgage holder of such property, prior to the execution of the financing agreement or the recording of any lien securing a benefit assessment for energy improvements for such property, to have a Benefit Assessment Lien levied on the property to finance such energy improvements pursuant to the Act.

(c) Financing Agreement for Project. The Green Bank may enter into a financing agreement with the property owner of qualifying commercial real property (the "Financing Agreement"). The Financing Agreement shall clearly state the estimated benefit assessment that will be levied against the qualifying commercial real property. The Green Bank shall disclose to the property owner the costs and risks associated with participating in the commercial sustainable energy program, including risks related to the failure of the property owner to pay the benefit assessment

provided for in the Financing Agreement. The Green Bank shall disclose to the property owner the effective interest rate on the benefit assessment, including fees charged by the Green Bank to administer the commercial sustainable energy program, and the risks associated with variable interest rate financing, if applicable. The Green Bank shall notify the property owner that such owner may rescind any Financing Agreement entered into not later than three business days after such Financing Agreement is executed by the property owner and delivered to the Green Bank. The Financing Agreement shall provide for the consent of existing mortgage holders for the Benefit Assessment Lien to be continued, recorded and released by the Municipality, as required by the Act and described in Section 3(c) herein.

(d) Determination of Estimated and Final Benefit Assessments and Payments.

(1) Upon execution of the Financing Agreement, the Green Bank shall determine the total benefit assessment amount, including fees charged by the Green Bank to administer the commercial sustainable energy program, and shall set a fixed or variable rate of interest for the repayment of the benefit assessment amount. Such interest rate, as may be supplemented with state or federal funding as may become available, shall be sufficient to pay the financing and administrative costs of the commercial sustainable energy program, including delinquencies. The Green Bank shall provide written notice of the total benefit assessment amount and interest rate to the Municipality.

(2) It is anticipated that the Green Bank will decide that the benefit assessment shall be payable in two equal payments respectively payable on July 1 and January 1 of each year so that they are due at the same time as the installments of the Municipality's real property taxes. If the Municipality changes its practices concerning the billing of annual real property taxes as to the number of installments and their due dates, the Green Bank will change its practices to the extent possible to correspond with the Municipality's practices.

Section 3 - Obligations of the Municipality.

(a) Levy of Benefit Assessment. Upon receiving written notice from the Green Bank of the benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property to be benefited by the energy improvements financed by the Green Bank and described in the Financing Agreement, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment in the form of the attached Exhibit A ("Benefit Assessment Lien"). The Benefit Assessment Lien will have two attachments: (1) the legal description of the benefited property and (2) the Financing Agreement payment schedule provided by the Green Bank. As provided in the Act, the benefit assessments levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for recording the Benefit Assessment Lien. Such Benefit Assessment Lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(b) Continuation, Recording and Release of Lien. As provided in the Act, each Benefit Assessment Lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens

or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such Benefit Assessment Lien. The Green Bank shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(c) Assignment of Benefit Assessment Lien.

(1) Upon the written request of the Green Bank, the Municipality shall assign, in the form of the attached Exhibit B, to the Green Bank any and all Benefit Assessment Liens filed by the Municipality's tax collector, as provided in this Agreement. The Green Bank may sell or assign, for consideration, any and all Benefit Assessment Liens received from the Municipality. The assignee or assignees of such Benefit Assessment Liens shall have and possess the same powers and rights at law or in equity as the Green Bank and the Municipality and its tax collector would have had if the Benefit Assessment Lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such Benefit Assessment Liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

(2) The Municipality hereby acknowledges that the Green Bank may sell or assign any and all Benefit Assessment Liens received from the Municipality under Section 3(c) of this Agreement to a trustee for the benefit of the holders of the Green Bank's bonds, notes or other obligations issued to finance the costs of the commercial sustainable energy program, and that the holders of the Green Bank's bonds, notes or other obligations will rely on the Municipality to levy, collect and remit the benefit assessments to the Green Bank. Therefore, the Municipality unconditionally agrees that in the event the Municipality does not discharge its duties under this Agreement, the trustee shall have the right to enforce the Municipality's obligations under this Agreement by institution of legal action against the Municipality.

(d) Amendment of the Benefit Assessment Lien. Pursuant to the Financing Agreement, the final amount of the benefit assessment may be adjusted after the levy of the Benefit Assessment Lien. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, a change in the amount of capitalized interest, or an amendment to the Financing Agreement. In the event that the final benefit assessment amount needs to be adjusted at the completion of the project, or any other time, the Green Bank will inform the Municipality of such change, provide the Municipality with an updated payment schedule and new lien amount, and the Municipality shall amend the Benefit Assessment Lien to reflect such adjustment. The Green Bank will reimburse the Municipality the cost charged by the Town Clerk for amending the Benefit Assessment Lien.

(e) Billing and Collection; Payment to the Green Bank.

(1) The Municipality shall bill the benefit assessments in the same manner and at the same time as it bills its real property taxes. The benefit assessment payments shall be a separate clearly defined line item or separate bill and shall be due on the same dates as the Municipality's

real property taxes. The amount of the benefit assessment will be recorded on the Municipality's tax rolls in the same manner as any other benefit assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent benefit assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.

(2) Payments of the benefit assessments collected by the Municipality shall be segregated from all other funds of the Municipality and deposited in a separate account for the benefit of the Green Bank and identifying the Green Bank as the beneficial owner. The Municipality disclaims any ownership interest or other interests in such account or the amount collected.

(3) The Municipality shall pay all amounts collected with respect to the benefit assessments within any calendar month to the Green Bank or its assignee no later than thirty days after the month that the amounts are collected. The Municipality will provide collection reports to the Green Bank, and the Green Bank, at its own expense, shall have the right to audit the records relating to the benefit assessments upon reasonable notice at reasonable times. The Green Bank and Municipality agree to provide each other with such reasonable information as they may request and the Green Bank and the Municipality agree to provide such information in a computer format satisfactory to the other.

(f) Collection of Delinquent Payments.

(1) In the event that any benefited property owner fails to make a benefit assessment payment pursuant to the payment schedule of the Benefit Assessment Lien in any property tax billing cycle, the Municipality shall provide written notice to the Green Bank of such delinquency in a reasonably timely manner. After providing such notice to the Green Bank, the Municipality has no obligation to collect delinquent benefit assessment payments unless it enters into a separate agreement with the Green Bank described in the following subsection (2).

(2) If the Green Bank makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Green Bank may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the Benefit Assessment Lien securing the delinquent benefit assessments. The agreement may also provide that the Green Bank shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(3) The Municipality will provide written notice to the Green Bank of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Green Bank shall

provide written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

(g) Promotion of Program; Assistance for Green Bank Financing; Payment to Municipality.

(1) The Municipality shall use good faith efforts to assist the Green Bank in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

(2) The Municipality shall use good faith efforts to assist in gathering and providing information for the Green Bank to offer, sell and issue its bonds, notes or other obligations to provide funds for the commercial sustainable energy program.

(3) The Green Bank agrees to pay the Municipality annually a fee of \$500 (the "Annual Fee") for its services hereunder. In the event such payment is not sufficient to cover the Municipality's out of pocket costs and expenses in discharging its duties hereunder, the Green Bank shall reimburse the Municipality for its actual reasonable costs and expenses associated with the collection and enforcement of the benefit assessments in excess of the Annual Fee. Such costs and expenses include reasonable costs incurred by the Municipality in conjunction with any and all proceedings to collect and enforce the benefit assessments and delinquent benefit assessments, including foreclosure proceedings.

Section 4 - Indemnification.

The Green Bank agrees that it will protect, defend, indemnify and hold harmless the Municipality and its officers, agents and employees to the extent of available proceeds derived from the benefit assessments from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney's fees, arising out of or in connection with the actions of the Green Bank's officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

Section 5 - Term.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the benefit assessments have been paid in full or deemed no longer outstanding. The Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to the Green Bank, provided that the provisions of this Agreement shall continue with regard to benefit assessments assessed prior to such termination date until those benefit assessments have been paid in full or are no longer outstanding.

Section 6 - Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to

thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 7(c) of this Agreement.

Section 7 - Miscellaneous Provisions.

- (a) Assignment or Transfer. Except as provided in Section 3(c) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Green Bank's bonds, notes or other obligations. If approval of the assignment by the holders of the Green Bank's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (b) Amendment and Termination. After the Green Bank sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Green Bank's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Green Bank in connection with the bonds, notes or other obligations.
- (c) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.
- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.
- (e) Notices. All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

Town of Newington
131 Cedar Street
Newington, Connecticut 06111
Attention: Town Manager

If to the Green Bank:

Connecticut Green Bank
845 Brook Street
Rocky Hill, Connecticut 06067
Attention: President

- (g) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by the Green Bank and the Municipality.
- (h) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Connecticut. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the State of Connecticut.
- (i) Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.
- (j) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

IN WITNESS WHEREOF, the Municipality and the Green Bank have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

TOWN OF NEWINGTON

_____ By: _____
John Salomone, Town Manager

CONNECTICUT GREEN BANK

By: _____
Bryan T. Garcia, President

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the City/Town of _____, Connecticut ("Municipality"), with an office at _____, _____, Connecticut, for and of behalf of the Connecticut Green Bank ("Green Bank"), with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and Green Bank dated _____, 20____, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property as described more particularly in the attached **Exhibit A** (the "Property") of the Finance Agreement and also commonly referred to as _____, situated in the Municipality and owned on the date hereof in whole or in part by _____ (the "Property Owner") for energy improvements made or to be made to the Property. The amount and repayment of said levy and lien, as determined by Green Bank and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$ _____, with interest thereon at a fixed rate equal to _____% per annum, with equal installments of principal and interest due and payable, all as set forth in the attached **Exhibit H** of the Finance Agreement. In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended.

By order of the Tax Collector of the City/Town of _____.

Dated at _____, Connecticut this _____ day of _____, 20__.

Tax Collector

Received for Record: _____, 20__ at _____ A.M./P.M.

Recorded in the _____ Land Records at Volume _____, Page _____

City/Town Clerk



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: Alumni Road/Cedar Street Traffic Engineering Study

At the September 23 meeting, staff made a presentation to the Town Council concerning designing a new intersection at Alumni Road and Cedar Street. In partnership with the state of Connecticut Department of Transportation (DOT), the Town of Newington will retain a traffic engineer to work with the DOT on design of the new intersection.

Approximately \$15,000 in funding will be necessary to retain the engineer. The traffic engineer will prepare preliminary plans to submit to the DOT and move forward on the improvement. At this point in the project, a study of the Willard Street/Veterans Drive intersection is not part of this study. That is not to say that is not necessary to study this intersection but it would be separated as a different project with separate funding.

Attached please find a resolution appropriating the \$15,000 and authorizing me to retain a traffic engineer.

Attach.

AGENDA ITEM: V.E.

DATE: 10-28-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby authorizes an expenditure not to exceed fifteen-thousand dollars (\$15,000) from Program 962, Contingency, for engineering services related to a traffic study of the Alumni Road/Cedar Street area.

BE IT FURTHER RESOLVED:

That the Town Manager is hereby authorized to retain engineering services for the purpose of a traffic study of the Alumni Road/Cedar Street area.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: Central Connecticut Health District

The new Director of the Central Connecticut Health District, Mr. Charles Brown, will be in attendance to introduce himself and to brief the Council on current or future health district issues which can impact Newington.

Later in the year, Mr. Brown will return to the Town Council to present the CCHD's annual report.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: **Administrative Group Proposed Amendment to Classification and Pay Plan**

The Town Council-approved FY 2014-15 budget contains an approximate 3% salary increase for eligible Administrative Group personnel for the current fiscal year. Administrative Group employees range from entry-level to department head-level staff among the various departments. As directed by the Town Council during its goal setting session, and as one of the Town Manager's goals, an annual performance evaluation (review) has been completed for each Department Head.

According to §902 of the Newington Charter, all amendments to the classification and pay plan, upon the recommendation of the Town Manager, must be approved by the Town Council by resolution.

At the next meeting, I will be requesting a resolution implementing said change in the classification and pay plan. As indicated above, there are sufficient funds in the approved FY 2014-15 budget to implement the changes.



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: October 24, 2014
Re: Consideration of Amending the November Town Council Meeting Schedule

On January 14, 2014 the Town Council set its 2014 schedule of regular meetings. At the time, the Council schedule included regular meetings on November 4 and November 25, as Veterans' Day occurs on Tuesday, November 11. However, Election Day occurs on November 4.

An idea was discussed at the agenda setting meeting to cancel both the November 4 and November 25 regular meetings and to schedule a special meeting of November 18 their place. As such, resolutions to cancel the two regular meetings and schedule a special meeting are attached for Council consideration. Since this item falls under New Business on the October 28 agenda, the Council will need to waive the rules to take action on the attached resolutions.

The Council may call additional special meeting(s) in the event of any emergency or pressing matter that may arise after the cancellation.

Attach.

AGENDA ITEM: VI.C._____

DATE: 10-28-14_____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby alters its meeting schedule by canceling its regular meeting scheduled for November 4, 2014.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VI.C._____

DATE: 10-28-14_____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby alters its meeting schedule by canceling its regular meeting scheduled for November 25, 2014.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VI.C.2.

DATE: 10-28-14

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby schedules a special meeting for November 18, 2014 at 7:00 p.m. to address regular Council business.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII

DATE: 10-28-14

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$1,369.88 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 – October 28, 2014

Malgarzata Schoenborn Living Trust 125 Waverly Drive Newington, CT 06111	\$245.61
Norman Campbell 55 Eddy Lane Newington, CT 06111	\$133.51
JP Morgan Chase 900 Stewart Avenue NY2-S503 Attn: Constance Garden City, NY 11530	\$56.74
USB Leasing LT Attn: Tax 1850 Osborn Avenue Oshkosh, WI 54902	\$352.92
Pawel or Dorota Wojnarowski 58 Timothy Street Newington, CT 06111	\$400.89
Nissan Infiniti – LT Tax Operations PO Box 650214 Dallas, TX 75265-0214	\$134.98
Nissan Infiniti – LT Tax Operations PO Box 650214 Dallas, TX 75265-0214	\$45.23
Total	\$1369.88