



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

January 14, 2014

7:00 P.M.

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- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
 - IV. REMARKS BY COUNCILORS
 - V. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. State Easement at Routes 175 and 176 (Town Center Green)
 - B. Landfill Closure Grant Funding
 - C. Facilities Naming – Former Mayor William J. Reynolds
 - D. High School Code Compliance – Approve Plans and Specifications
 - E. Town Council 2014 Regular Meeting Schedule
 - VI. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken Only by Waiving the Rules.**)
 - A. Central Connecticut Health District Annual Update
 - B. Ordinance Amendment, Chapter 367: Streets and Sidewalks
 - 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
 5. Capitol Region Council of Governments
 6. CCHD Board of Health
 7. Committee on Community Safety
 8. Conservation Commission
 9. Development Commission
 10. Downtown Revitalization Committee
 11. Employee Insurance & Pension Benefits Committee

Phone: (860) 665-8510 Fax: (860) 665-8507
townmanager@newingtonct.gov
www.newingtonct.gov

12. Environmental Quality Commission
13. EMS Committee
14. Board of Ethics
15. Fair Rent Commission
16. Board of Fire Commissioners
17. Newington Housing Authority
18. Open Space Committee
19. Human Rights Commission
20. Newington School Career Technical Program Renovation Project Building Committee
21. Open Space Committee
22. Board of Parks and Recreation
23. School Improvements Project Building Committee
24. Senior & Disabled Center Roof Replacement Project Building Committee
25. Standing Insurance Committee
26. Town Plan & Zoning Commission
27. Tri-Town Community Cable Access
28. Vehicle Appeals Board
29. West Meadow Cemetery Expansion Project Building Committee
30. Zoning Board of Appeals

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

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

- A. Regular Meeting: December 10, 2013

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**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)

XIII. REMARKS BY COUNCILORS

XIV. EXECUTIVE SESSION RE: CONTRACTUAL LEASE AGREEMENT

XV. ADJOURNMENT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Town Planner

Craig Minor, AICP
Town Planner

To: John Salomone, Town Manager
From: Craig Minor, AICP
Town Planner *cm*
Date: January 9, 2014
Re: Sec. 8-24 Report – Easement in favor of ConnDOT on East Cedar Street

At its regular meeting on January 8, 2014 the Town Plan and Zoning Commission voted to report to the Town Council its recommendation that the Town grant an easement on East Cedar Street to the Connecticut Department of Transportation as requested by Resolution No. 2013-102.

Notice to that effect will be published in the New Britain Herald on or about January 10, 2014.

cc:
file

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

AGENDA ITEM: V.A.

DATE: 1-14-14

RESOLUTION NO. _____

WHEREAS, the Newington Town Council referred a proposed property acquisition easement in favor of the State of Connecticut at the intersection of Route 176 (Main Street) and Route 175 (East Cedar Street) to the Town Plan and Zoning Commission for an 8-24 referral report on December 10, 2013; and

WHEREAS, the Newington Town Plan and Zoning Commission's 8-24 referral report to the Town Council, dated January 9, 2014, expressed unanimous approval to report to the Town Council favorable support for the easement;

NOW THEREFORE BE IT RESOLVED, that the Town Manager is authorized to enter into an agreement with the State of Connecticut for the property acquisition easement in favor of the State of Connecticut at the intersection of Route 176 and Route 175.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

- THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
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CONTRACTOR	(3) CONTRACTOR NAME Town of Newington	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 131 Cedar Street, Newington, CT 06111	
CONTRACTOR FEIN/SSN 066002047F-001		

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Materials Management & Compliance Assurance, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43930
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) 60 months from execution	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
 Appendix A consists of 3 pages numbered A-1 through A-3 inclusive.

Page 1 of 6

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1. Budget is attached hereto as Appendix C, and made a part hereof. (Appendix C consists of one page numbered C-1).

Total Payments Not to Exceed \$460,000.00.

(11) OBLIGATED AMOUNT
 \$460,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$460,000.00	DEP43930	12052	40510	63011	DEPA00022100002	155005	2014			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.); P.A.# 99-242, Sec.13(b)(5)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) X	TITLE X DATE X
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

1. Executive Orders. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. Indemnification.
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. Definitions:
 - a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

- h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
9. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
12. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.

13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request
14. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
22. Forum and Choice of Law. The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
23. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
25. Protection of State Confidential Information.
 - a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 27. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A
SCOPE OF WORK

Purpose: To provide a grant-in-aid contract between the Department of Energy and Environmental Protection (DEEP) and the Town of Newington, hereinafter referred to as the "Contractor", for the closure of the Newington Landfill, located on Main Street, Newington, Connecticut.

Description: The Contractor agrees to conduct a project entitled: **Closure of the Newington Landfill, Main Street, Newington, Connecticut.**

1. Project: The Contractor shall close the landfill in accordance with an allocation by the State Bond Commission on July 26, 2013, a grant-in-aid to the Town of Newington in the amount of \$460,000 and with provisions included in the Stewardship Permit (Permit No. DEEP/SWM/CS-094-026 issued by DEEP on June 25, 2013. The permit is on file with DEEP's Bureau of Materials Management and Compliance Assurance, Waste Engineering and Enforcement Division, 79 Elm Street, Hartford, Connecticut. The Contractor shall pay that part of the total cost of the project which is in excess of the applicable state grant.

The following activities/items associated with the closure of the landfill are reimbursable under this grant:

- Engineering*
- Site Preparation
- Erosion Control
- Import Soil Materials
- Grading and Capping
- Hydro seeding/stabilization

*Engineering expenses, which are reimbursable, shall not exceed \$46,000 or 10% of the total grant awarded.

Post-closure activities are not eligible for reimbursement under this grant.

- 2. Forms and Applications:** The Contractor shall properly execute all forms and applications prescribed by the Commissioner.
- 3. Plans and Specifications:** The Contractor shall submit Project plans and specification to the DEEP for review and approval. The Contractor shall construct the Project in accordance with the DEEP approved contract plans and specifications.
- 4. Easements:** The Contractor shall ensure that all necessary easements and/or rights-of-way are obtained and shall submit to the DEEP a legal opinion indicating that such easements and/or rights-of-way have either been obtained or are not required.
- 5. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 6. Construction Commencement Approval:** The Contractor shall obtain DEEP authorization prior to the award of any construction contract.

7. **Notice to Proceed:** Upon DEEP's authorization to award each construction contract, the Contractor shall forward a copy of the notice to proceed to DEEP.
8. **Change Orders:** All changes to the approved Project plans and specifications must be submitted to the DEEP for review. The Contractor must obtain DEEP approval for such changes.
9. **As-Built Plans:** Following completion of construction of the Project, the Contractor shall submit to DEEP As-Built Plans, certified by a professional engineer (P.E.).
10. **Records:** The Contractor agrees to keep separate accounts by Project for the receipt and disbursement of all eligible funds for the Project.
11. **Project Summaries:** If requested by the DEEP, the Contractor shall provide summaries of project status to the DEEP during the time in which this contract is in effect. Such summaries shall include a brief description indicating the work completed to date.
12. **Reimbursement Requests:** The Contractor shall submit requests for reimbursements in accordance with Appendix B entitled "Schedule of Payments".
13. **Budget:** The Contractor shall adhere to the Budget which is included of the same title in this contract on page C-1 entitled Appendix C, Project Budget/Final Financial Report. The Contractor shall submit to DEEP for review and approval a more detailed budget of the construction portion of this Project once the vendor is selected to perform the construction. The Contractor shall obtain written approval from DEEP on changes in the budget items when cumulative transfers exceed 10% of the total budget.
14. **Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Bureau of Materials Management/Compliance Assurance
Waste Engineering and Enforcement Division (WEED)
David McKeegan, Environmental Analyst 3
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

15. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

16. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to the DEEP, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met.

17. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items must be included. A sample format is attached as Appendix C, Project Budget/Final Financial Report.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this contract is Four Hundred Sixty Thousand dollars (\$460,000.00) to complete work described in Appendix A (Scope of Work).

Payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this contract, and shall be scheduled as follows, provided that the total sum of all payments for this Project shall not exceed the maximum amount noted above.

- a. The Contractor shall submit requests for reimbursement no more often than on a monthly basis. The Contractor shall submit supportive documentation providing proof of expense incurred related to the Project described in Appendix A.
- b. Payment shall be processed contingent upon receipt of detailed invoices with the required supportive documentation, subject to review and approval by DEEP, less 10% retainage. Retainage shall be held until completion of the Project to the satisfaction of DEEP. Total sum of all payments shall not exceed total Project costs.
- c. Retainage shall be paid following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met.

Should total Project costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Connecticut Department of Energy and Environmental Protection" within 90 days of the contract expiration date.

APPENDIX C

PROJECT BUDGET/FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Engineering & Professional Services			
Site Preparation			
Erosion Control			
Import Soil Materials			
Grading and Capping			
Hydro Seeding/Stabilization			
Totals			



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



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: January 9, 2014
Re: Facilities Naming Request

As discussed at the December 10, 2013 Town Council meeting, the Town Hall Facilities Subcommittee met on December 3 to discuss a request to name a room within Town Hall in honor of Newington's first Mayor, William J. Reynolds. As a result of the meeting, the Subcommittee recommends naming the Town Hall main lobby in honor of Mayor Reynolds.

The Town Hall Facilities naming policy, as adopted by the Town Council on February 13, 2007, dictates the principals and procedure for naming Town-owned property. Per Section II of the policy, the naming of a facility may occur upon the approval by majority vote of the Council.

A resolution will appear on the January 14, 2014 Council agenda for consideration of naming the Town Hall main lobby in honor of Mayor Reynolds. If the Council concurs with the resolution, a dedication ceremony will be scheduled in the near future to honor Mayor Reynolds.

Attach.

AGENDA ITEM: V.C.

DATE: 1-14-14

RESOLUTION NO. _____

WHEREAS, William J. Reynolds served as the Town of Newington's first Mayor under its current form of government from 1966 – 1969; and

WHEREAS, Mayor Reynolds has been active in numerous civic, political and professional organizations over the years; was involved in the writing of the Town's Charter in the 1960's and was also involved in various veterans' ceremonies at Town Hall among numerous other contributions and accomplishments; and

WHEREAS, to recognize his efforts, the Facilities Naming Subcommittee of the Newington Town Council has recommended that the main lobby of Town Hall be named in Mayor Reynolds' honor; and

WHEREAS, the Newington Town Council concurs with the Subcommittee and wishes to recognize the many accomplishments of Mayor Reynolds;

NOW, THEREFORE, BE IT RESOLVED, that the Newington Town Council hereby dedicates the Town Hall Main Lobby in the name of William J. Reynolds and authorizes that a plaque be placed in the lobby to commemorate Mayor Reynolds' many years of dedicated service to the Town of Newington.

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: John Salomone, Town Manager
From: Jeff Baron, Director of Administrative Services
Date: December 06, 2013
Re: High School Code Compliance

The School Code Compliance Project Building Committee is scheduled to meet on December 12th to review and approve the plans and specifications for the 2014 work at Newington High School. This work will consist of four primary components. These are air conditioning for the auditorium, a storage system, re-configuration of space to accommodate the various code compliance activities in the auditorium and music area, and a roughly 900 square foot storage addition. Plans and specifications are expected to be approved by both the Project Building Committee and the Board of Education in December. Please place consideration of approval of these plans and specifications on the Town Council Agenda for action at their January 14th meeting and authorization to proceed to bid. Plans and specification will be available for inspection as of December 11th. \$1,000,000 was included in the 2013-14 Capital Improvement Plan for this work.

PLANS ARE AVAILABLE FOR REVIEW IN THE BOARD OF EDUCATION BUSINESS
OFFICE: 860-665-8640

AGENDA ITEM: V.D.

DATE: 1-14-14

RESOLUTION NO. _____

RESOLVED:

Pursuant to Chapter 8, Article X, Section 8-45, Project Building Committees, of the Newington Code of Ordinances, the Newington Town Council hereby approves the plans and specifications for the School Code Compliance Project, as approved by the School Code Compliance Project Building Committee on December 12, 2013, and authorizes the project to proceed to bid.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: V.E. _____

DATE: 1-14-14 _____

RESOLUTION NO. _____

RESOLVED:

The Newington Town Council, in compliance with the Freedom of Information act, hereby approves the 2014 Town Council regular meeting schedule as indicated on the attached document.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

In compliance with the Freedom of Information Act, the following is a list of meeting dates of the Town Council for 2014.

All meeting times are 7:00 pm.

<u>Date</u>	<u>Date</u>
January 14, 2014	August 12, 2014
January 28, 2014	August 26, 2014
February 11, 2014	September 9, 2014
February 25, 2014	September 23, 2014
March 11, 2014	October 14, 2014
March 25, 2014	October 28, 2014
April 8, 2014	November 4, 2014 (November 11 is Veterans Day)
April 22, 2014	November 25, 2014
May 13, 2014	December 9, 2014
May 27, 2014	December 23, 2014
June 10, 2014	January 13, 2015
June 24, 2014	January 27, 2015
July 8, 2014	
July 22, 2014	

Cc Facilities Department
IT Department
Superintendent's Office, Board of Education



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: January 9, 2014
Re: Annual Update – Central Connecticut Health District

Paul Hutcheon, Director of Health for the Central Connecticut Health District (CCHD), has asked to come before the Town Council on Tuesday evening to provide a brief presentation outlining the recent activity of the CCHD. There will be an opportunity to ask any questions you may have.



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: January 9, 2014
Re: Ordinance Amendment, Chapter 367 – Streets and Sidewalks

Attached, please review the proposed amendments to the Newington Code of Ordinances, Chapter 367: Streets and Sidewalks.

The proposed amendments are as follows:

- 1) To amend the period of time allowed to file a lien against a property for sidewalk snow removal by the Town, in accordance with State law (page 14 of the attached document).
- 2) To add language prohibiting the placement of snow or ice into public ways (page 23 of the attached document).

The process for amending Town Ordinances is dictated by §C-405 and §C-406 of the Town Charter.

If the Council concurs, a resolution will appear on the January 28, 2014 Council meeting agenda to formally commence the ordinance amendment process as follows:

- Introduce the amended ordinance
- Set a Public Hearing date (typically scheduled for immediately prior to the next Council meeting)

The Council may then consider whether to approve the amendments at the regular Council meeting immediately following the Public Hearing. If approved, the changes will go into effect 15 days after publication.

Attach.

Chapter 367. STREETS AND SIDEWALKS

[HISTORY: Adopted by the Town Council of the Town of Newington as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Citation hearings — See Ch. 13.

Fees — See Ch. 225.

Littering — See Ch. 278.

Vehicles and traffic — See Ch. 367.

Article I. Working Within Street Boundaries

[Adopted 10-16-1964 (§ 15-2 of the 1974 Code)]

§ 367-1. Permit required; standards.

Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III). Before any work shall be done within the boundaries of any public street in the Town, the person, firm or corporation engaged to do the work shall first obtain from the Town Manager a written permit to do such work. After such consent has been given, the work shall be done as directed by the Town Manager.

§ 367-2. Penalties for offenses.

Any work in violation of this article shall be removed by the person responsible for such work and shall be punishable by a fine of not less than \$10 nor more than \$50 for every offense.

Article II. Work Within Public Right-of-Way

[Adopted 12-3-1974 (§§ 15-36 to 15-43 of the 1974 Code)]

§ 367-3. Provisions applicable to all work.

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

PUBLIC RIGHT-OF-WAY

Any public street within the boundaries of the Town of Newington which has been officially accepted by the Town Manager and thus incorporated into the official street system of the Town of Newington.

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B. Licenses; to whom issued. A license to perform specific work within the public right-of-way will be issued by the Town Manager or his designated agent to any person or corporation who shall make proper application, file a satisfactory bond, show evidence of liability insurance as specified in this article, indemnify the Town, and satisfy the Town Manager or his designated agent that he is competent and intends to perform his work in accordance with all applicable conditions, rules, regulations, and specifications herein contained or hereafter adopted. A fee, as provided in § 225-1 of this Code, will be charged for each license issued.

C. Bond. Before a license is granted, the applicant must file with the Town Manager's office a surety bond of not less than \$10,000 made out on a form provided by said office. If a permit is applied for by the applicant for a project requiring a bond in excess of \$10,000 to adequately protect the Town, an additional bond increasing the surety bond by an amount deemed sufficient by the Town can be requested by the Town before said permit shall be issued. Said surety bond must be written by a regular indemnity or surety company authorized to transact business in Connecticut and approved by the Town Manager or his agent. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

D. Insurance.

(1) The contractor applying for a license shall furnish to the Town of Newington a valid insurance certificate completed by his agent or insurer for the amounts determined by the Town's Risk Manager. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

(2) The insurance shall cover the entire contract period as well as the maintenance period, and in the event that the insurance expires during this time, the contractor shall furnish the Town with a renewal certificate at least 10 days prior to its expiration or the license and any permits issued pursuant to it shall be null and void. The property damage insurance shall specifically cover damage to underground pipes and conduits. In the event that a licensee shall fail to renew an insurance policy which expires during the maintenance period, the Town Manager or his designated agent may renew said policy after written notice to the licensee and to his surety company and, upon their failure to furnish a renewal certificate, charge the cost thereof to the surety company. The insurance certificate shall include a statement to the effect that the specified coverages cannot be altered or canceled without 10 days' written notice having been given to the Town.

E. Indemnity agreement. Notwithstanding the insurance requirements set forth above, the person applying for a license shall accept and sign the following agreement:

"The applicant agrees to indemnify and save harmless the Town of Newington, its agents and employees from and against all loss or expense (including costs and attorneys' fees) arising out of or resulting from the performance of the work by reason of liability imposed by law upon the Town of Newington, its agents and employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons (including employees of the applicant or any subcontractor) or on account of damage to property, including loss of use thereof, whether such injuries or damages are caused in whole or in part by the negligence of the Town of Newington, its agents and employees or otherwise."

F. Business address. The applicant for a license shall file with the office of the Town Engineer his business address and shall notify said office promptly of any change therein. Any orders or notices which the Town Engineer's office may have to give to said applicant, if mailed to the address as filed, shall be considered as due notice delivered to him personally and shall relieve the Town of further obligation in the matter.

G. Expiration of licenses. All licenses will expire on the 31st day of December next following their date of issue unless sooner revoked. A new application must be made in all respects like the first, and a new license obtained, before any work can be performed thereafter by the licensee.

H. Revocation of licenses. The Town Manager or his designated agent may at any time cancel or suspend any license for cause. Cancellation of insurance or bond automatically suspends the license.

I. All work to be done by licensed contractors. No one but a contractor, duly licensed by the Town Manager or his designated agent as herein provided, will be allowed to do any work within any public right-of-way in the Town. This rule shall not prevent the making without such license of temporary or minor repairs by the owner of the property abutting a public right-of-way or such owner's agent, provided that a permit is obtained for said repairs.

J. License not transferable. No licensed contractor or abutting property owner shall allow his name to be used by any other person or party either for the purpose of obtaining permits or doing any work under his license.

K. Competence of workers to be employed. No licensed contractor shall employ any person under his license who, in the opinion of the Town Manager or his designated agent, shall have shown himself incompetent to perform such work as he is expected to do. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

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L. Permits. Application for permits to perform any specific work within the public right-of-way in the Town must be in writing by a licensed contractor or his authorized agent on forms provided for the purpose by the Town. No work shall commence or be continued unless the permit is posted by the permittee or his agent at the location of the work. A minimum fee of \$25 will be charged for each permit. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

M. Line and grade. Notice must be given at the office of the Town Engineer not less than 72 hours before starting any work for which line, grade or any other pertinent information is to be provided by the Town of Newington. Under normal conditions it shall be the responsibility of the permittee's engineer to provide line and grade for a given permit. No permittee shall commence work within a public right-of-way until such line and grade have been marked. Should any stakes or marks be moved or lost, the permittee shall not proceed without them but shall notify the office of the Town Engineer and request their replacement. If at any time doubt exists in the mind of the permittee about the correctness of any such mark or stake, he must call for a verification of these points, as any work which is not true to line and grade shall be corrected at the expense of the permittee.

N. Notice before starting work. Notice of starting work under a permit must be given to the office of the Town Engineer a minimum of 24 hours in advance of starting work.

O. Correcting unsatisfactory work. The Town Manager or his designated agent is empowered to inspect or cause to have inspected at any time any or all work being performed under a permit issued to work within the public right-of-way. If, in the opinion of the inspector, the work being performed does not meet with specifications and conditions laid upon it, the permittee shall be required to correct such conditions, commencing work within 24 hours of notification to make such correction unless a longer period of time is granted by the Town Manager or his designated agent. Work that has been completed and from which all workers, equipment and materials have been removed will be subject to these same conditions with the exception that a five-day time limit will be imposed for commencement of rework unless a longer period of time is authorized by the Town Manager or his agent. If the permittee fails to comply with the requirements of this subsection, the Town Manager may cause such work to be done, and the permittee shall be liable for the full expense of such work, such expense to be paid within 30 days of billing. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

P. Period of responsibility. Unless the period of responsibility is waived in whole or in part by the Town Manager, the permittee will guarantee his work for a period of one year from date of completion of said work as designated in writing by the Town Manager. During this guarantee period the insurance as herein provided shall remain in full force and effect.

Q. Exceptions to the foregoing rules:

(1) The Town Manager or his designated agent may waive all requirements concerning licensing, bonding, and insurance in the case of any governmental agency or public service company. Nothing herein contained, however, shall be deemed to waive the requirements of securing the permit.

(2) None of the foregoing provisions of these regulations shall apply to any work performed in connection with the maintenance, repair, replacement or relocation of existing utility poles owned by any public service company, nor to the erection of any temporary protective warning signs or devices.

(3) Nothing in these regulations shall be construed to prevent the making of any necessary excavation or the performance of any work related thereto by any public service company in the event of emergency.

R. Public safety; traffic control. The permittee shall be responsible for taking measures which, in the opinion of the Town Manager or his designee, properly protect the general public from accident or injury from the work to be done, including, as appropriate, barricades, lanterns, flashers, guards, shoring, temporary trench plates, directional signs, warning signs, floodlighting, audible alarms, fencing, shields, etc. The permittee shall be responsible for vehicular and pedestrian traffic control and shall take such measures to provide for effective traffic control as the Town Manager or the Chief of Police shall order, including the provision of flagmen or police traffic officers, the cost of which shall be borne by the permittee.

§ 367-4. Excavating in streets.

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to excavate in a paved street area.

B. Notification of police. The contractor shall notify the Police Department 24 hours in advance of making an excavation which requires blocking more than 50% of the street.

C. Tunneling and bracing. Excavations shall be made in open cut, and no tunneling will be allowed except by special permission of the Town Manager or his designated agent and under such additional conditions as he may impose. Trenches shall be braced and sheeted whenever, in the opinion of the Town Manager, such bracing and sheeting are necessary.

D. Public safeguards. If excavated material is acceptable for backfill, it shall be piled so as to interfere with public travel to the least extent possible. Suitable barricades must be provided and warning lights kept burning between sunset and sunrise. If the location and extent of work is such that a traffic officer is required in the opinion of the Town

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Manager or his designated agent, said officer will be provided by the Newington Police Department. The cost thereof shall be borne by the contractor.

E. Backfill of trenches. The backfill of trenches within the roadway limits and paved areas shall be placed in layers not more than 12 inches thick and shall be thoroughly compacted by tamping or other approved means to the satisfaction of the Town Manager or his designated agent. The materials used for backfill shall be subject to the inspection and approval of the Town Manager or his agent and if, in his opinion, the excavated material is unsuitable for backfill, the contractor shall dispose of this unsuitable material and substitute approved sand, gravel, or other material in the amounts and proportions specified by the Town Manager. If an excavation is going to be left open overnight, the Police Department shall reserve the right to have the contractor cover the open excavation with steel plates.

F. Roadway repairs. Town of Newington specifications for roadway repairs current at the time of application for the permit shall be followed by the person or persons applying for the permit. If, in the judgement of the Town Manager or his designated agent, more than 1/3 of the paved travelway width is destroyed in a given area, the permittee shall cover the entire travelway, from gutter or gutter, with a one-inch (minimum) asphaltic concrete overlay following trench restoration work.

G. Road shoulders. If, as a result of work performed under a permit, the pavement outside of the trench area or the shoulders of the road are damaged as a result of this work or the detouring of traffic within the area covered by the permit, these damaged areas must also be repaired to the satisfaction of the Town.

(1) If the pavement area is damaged, it will be replaced as stipulated in Subsection F.

(2) If the unpaved shoulder of the road is damaged, it will be restored to the condition which existed prior to the beginning of the work. If the area was grassed, it will be loamed and seeded; otherwise, it must be regraded with processed gravel.

H. Payment in lieu of making repairs. The Town reserves the right to require the permittee to pay to the Town, in lieu of installing a permanent pavement replacement as stipulated in the above subsections, a cash payment based on a current unit price per square yard of trench area including the cutback area referred to under Subsection F. A representative of the Town and the permittee will jointly measure the trench area, but the final determination as to the area in square yards will rest with the Town Manager.

I. Materials. Materials used in the permanent pavement replacement shall meet the requirements of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended, current at the time of application for the permit. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-5. Driveways.

[Amended 11-25-2003 by Ord. No. 0103-5; 11-12-2004 by Ord. No. 0305-3]

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to construct, pave or repave a driveway within the public right-of-way of the Town, provided that a permit shall not be required for resealing paved driveways with liquid sealants. Permits shall only be issued for applications that meet the requirements of this article as well as applicable provisions of the Newington Zoning Regulations.
Editor's Note: The Zoning Regulations are on file in the Town offices.

B. Grade. After obtaining a permit and before commencing operations within the public right-of-way, a grade line shall be obtained from the Town Manager or his designated agent.

C. Width. No private residential driveway of over 22 feet or commercial driveway of over 28 feet shall be permitted without special approval from the Town Manager or his designated agent.

D. Distance from crosswalks. No driveway shall be authorized within four feet of an established crosswalk.

E. Number and separation distance.

(1) It is the express policy of the Town of Newington to permit one driveway per single-family residential building lot. Therefore, single-family residential lots located on Town roads that have a frontage length of 80 feet or less, measured at the street line, shall have a maximum of one combination entrance and exit. However, an exception to this standard shall be for approved duplex lots located in the R-7 Zone District, which by necessity require one combination entrance and exit for each residential unit. Additionally, in exceptional situations a single-family residential lot located on a Town road that has a frontage length of more than 80 feet, measured at the street line, after review by the Town Engineer and Town Planner and meeting all requirements as provided herein, may be permitted one driveway with a maximum of two combination entrances and exits, provided that:

- (a) There is a frontage separation of at least 60% of the frontage length;
- (b) The width of the two combination entrances and exits shall not exceed 11 feet each as measured at the street line;
- (c) Corner lots shall not be permitted to connect the intersecting streets by a driveway with a maximum of two combination entrances and exits; and

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(d) Driveways with two combination entrances and exits located on abutting lots must be separated by not less than 20 feet measured at the street line.

(2) Applications requesting consideration for one driveway with a maximum of two combination entrances and exits shall include:

(a) A plot plan which shall be reviewed using the Plot Plan Review Checklist as approved by the Town Manager and as amended from time to time; and

(b) A statement explaining the exceptional physical characteristics of the property that is the subject of the application that warrant consideration as an exceptional situation under this article. For example, mere convenience to the applicant shall not constitute an exceptional situation, nor shall requests for the parking of recreational vehicles or vessels. However, safety considerations, such as significantly improved sight lines and/or significantly improved entry/exit to/from the roadway may warrant consideration as an exceptional situation.

(3) Applications, together with plot plan and statement, shall be submitted to the Town Engineer. The Town Engineer together with the Town Planner shall review the submission and make a determination as to compliance with the provisions of this article within a period of 60 days from a complete submission and shall notify the applicant by certified mail.

(4) If an application for a driveway with a maximum of two combination entrances and exits is denied, an appeal must be submitted to the Town Manager within 15 days of receipt of the certified denial letter. The Town Manager's decision shall be final.

(5) The number, location and separation distance of combination entrances and exits for developments other than single-family residential lots shall be reviewed and approved by the Newington Town Plan and Zoning Commission as part of the site plan approval process. Applicants for all driveways, residential and commercial, that access onto a state highway shall secure approval from the Connecticut Department of Transportation.

F. Location. No driveway shall be authorized within 20 feet of a street intersection as measured along the street line.

G. Extent. No driveway apron shall extend into the street further than the gutter line.

H. Drainage. Where, in the opinion of the Town Manager or his designated agent, drainage conditions require a culvert, such culvert shall be installed under the driveway at the expense of the owner. Such culvert pipe shall conform to specifications as outlined under "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended, current at the time of application for the permit. Said culvert shall extend a minimum of two feet beyond each edge of the basic width of the driveway, and in no case shall it be less than 15 feet in length. Where driveways interfere with proper drainage of the abutting street, as in the moving or removal of catch basins, permission shall be granted only when such change is made with the approval of the Town Manager or his designated agent and

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according to plans, if required, prepared by a competent engineer at the expense of the permittee. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

I. Removal of trees. The removal of large trees within the public right-of-way shall be carefully avoided, and plans shall be made to install driveways in such a manner that the removal of such trees may be avoided if at all possible. If, in the opinion of the Town Manager or his designated agent, the removal of a tree is unavoidable, the contractor shall conform to all rules and requirements as may be set forth by the Town Tree Warden.

§ 367-6. Surface and subsurface drainage requirements.

A. Permits; to whom issued. Only a licensed contractor may be issued a permit by the Town Manager or his designated agent to make any type of drainage installation (including yard and cellar drainage) which connects into or converges with the Town storm drainage system either at the surface or underground.

B. Waiver of claim. No permits will be issued until the property owner involved shall have executed a drainage agreement on forms provided by the Town Manager or his designated agent, relieving the Town of all responsibility for any damage resulting from said connection and specifically relinquishing any claim said property owner may otherwise have against the Town of Newington by reason of water backing up through the Town storm drain system.

C. Drainage system to be used. No permits will be issued to drain water into an open gutter or road shoulder by pipe or ditch if an underground drainage system exists in the street bordering the property to be drained.

D. Location of connection. The exact point at which a permittee may tie into a Town storm drainage system shall be designated by the Town Manager or his designated agent. This designation shall be obtained by the permittee after a permit has been issued and before work commences in the Town right-of-way. In all cases where the grade allows and the drain is to be connected to an underground storm drain pipe, said connection shall be made from the top of the storm drain system pipe.

E. Street excavations. If it is necessary to cut the street pavement to make a connection, the backfill and resurfacing will conform to all the requirements of § 367-4.

F. Existing connections. Any private drain emptying into an open gutter where an underground storm drainage is hereafter installed shall be changed to connect into said underground system.

G. Noncompliance of property owner. Any person who shall make any connection into the Town drainage system without a permit shall be in violation of this article. Any connection made in noncompliance with the terms of this article shall be corrected within 10 days after receipt of written notice from the Town Manager to correct such connections. If such correction is not made within 10 days of notification, the change may be caused to be made by the Town and a lien covering the cost will be placed upon the property involved. If said cost is not paid within 30 days after billing, any such lien may be foreclosed in the same manner as a tax lien.

§ 367-7. Moving buildings and other structures.

A. Structures shall be moved over local streets only by a public agency or contractor specializing in this type of work.

B. No building or structure being moved shall be left on any Town right-of-way overnight except in an extreme emergency and then only with the special permission of the Town Manager and under such special conditions as he may impose.

C. The contractor shall coordinate the hours for the movement of a structure with the Police Department and shall arrange for such police escort during said move as the Police Department may require.

D. Prior to the movement of the structure, it shall be the responsibility of the party securing the permit to see that all utility services have been properly disconnected in accordance with procedures specified by the particular utilities involved.

§ 367-8. Construction of sidewalks.

A. Permits; to whom issued. No person other than a licensed contractor will be issued a permit to construct or replace a sidewalk within the public rights-of-way in and of the Town of Newington.

B. Specifications. After obtaining a permit and before commencing operations, specifications must be obtained from the Town Manager or his designated agent, and all work must be performed in strict conformity to these specifications, which shall designate the location, types of materials, width and thickness of the sidewalk, and methods of construction.

C. Grade. After obtaining a permit and before commencing operations in a public right-of-way, a grade line shall be obtained from or approved by the Town Manager or his designated agent. It shall be the responsibility of the applicant to stake the grade line in the field if required by the Town Manager or his agent.

D. Inspection and supervision. All phases of the work involved in the construction or replacement of the sidewalk shall be subject to the inspection and supervision of the Town Manager or his agent. Each stage of the construction must be inspected before the next stage is started. See "Concrete Sidewalk Specifications" for the Town of Newington for inspection schedule.

§ 367-9. Material specifications.

Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III). All material(s) shall meet the requirements of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

A. Hot asphaltic concrete pavement. Class II, § 4.04, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

B. Bankrun gravel. Section 4.11, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

C. Process stone. Section 3.04, "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

D. Culvert pipe. Reinforced concrete or asphalt coated or corrugated metal pipe meeting requirements of § 6.51 of "Standard Specifications for Roads, Bridges, and Incidental Construction," State of Connecticut, State Highway Department, Form 816, dated 2004, as amended.

E. Concrete sidewalks. See "Concrete Sidewalk Specifications" for the Town of Newington.

F. Other specifications. If special provisions do not exist for additional specifications of materials, construction methods and details of appurtenances as established by the Town and on file with the Town Manager, then Form 816, State of Connecticut, State Highway Department, "Standard Specifications for Roads, Bridges, and Incidental Construction," dated 2004, as amended, shall govern.

§ 367-10. Penalties for offenses.

Any individual, firm or corporation who violates any rule, regulation or specification of this article shall be fined not more than \$100 for each offense, and each day that the violation shall exist or continue shall be deemed a separate offense.

Article III. Sidewalks

[Adopted 8-26-1975 (§§ 15-16 to 15-27 of the 1974 Code)]

§ 367-11. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meanings indicated:

APPROVED CONTRACTOR

A person or firm currently licensed by the Town of Newington to install and/or repair sidewalks.

COUNCIL

The duly elected legislative body of the Town.

PUBLIC SIDEWALK

That area along a public highway reserved and constructed for pedestrian traffic.

SUBDIVISION DEVELOPMENT PLAN

A plan submitted by a potential developer for development of a residential, commercial or industrial area to the Town Plan and Zoning Commission in conformance with the Subdivision Regulations of the said Commission.

§ 367-12. Permit for work required.

No person, except an approved contractor, shall construct, reconstruct, repair, alter or grade any public sidewalk in the Town without first obtaining a permit from the Town Engineer as provided by this article.

§ 367-13. Application for permit.

An approved contractor shall secure a permit for all construction, reconstruction and repair from the office of the Town Engineer prior to initiation of any sidewalk work. The permit will require the following information:

- A. The location of the work to be performed.
- B. The name and address of the party doing the work.
- C. A description of the work to be performed (the Town Engineer may require plans to be filed with the application when new sidewalk construction is involved.)
- D. The estimated cost of the alteration.

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E. Such other information as the Town Engineer shall find reasonably necessary to the determination of whether a permit should be issued within the provisions of this article.

§ 367-14. Permit fees.

A permit fee to cover administrative and inspection costs of 1% of the total estimated cost of the work to be performed under the requested permit shall accompany the application. The minimum permit fee shall be as provided in § 225-1 of this Code. The permit fee may be waived by the Town Manager for all work to be performed under contract to the Town.

§ 367-15. Bond and insurance requirements.

Before a permit is issued, the following bonds and proof of insurance shall be filed by the approved contractor with the Town Engineer:

A. Performance bond. A performance bond in the amount of \$5,000 shall be executed by the approved contractor and endorsed on forms furnished by the Town and shall cover the period January 1 through December 31 of a given year.

B. Indemnity bond. A bond conditioned to protect and save harmless the Town from all claims for damages or injury to other persons by reason of such work.

C. Insurance requirements. A proof of insurance certificate shall be furnished to the Town of Newington by the approved contractor covering the period January 1 through December 31 of a given year and shall include coverage as determined by the Town's Risk Manager. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-16. Preparation of specifications; compliance required.

The Town Manager shall cause to be prepared standard sidewalk specifications which shall be furnished to every applicant applying for a sidewalk construction permit. It shall be the duty of the Town Manager to cause all construction or repairs of sidewalks in the Town to be inspected and to enforce compliance with such specifications.

§ 367-17. Supervision of work.

All operations for which a permit is granted hereunder shall be under the direction and supervision of the Town Manager or such persons as he shall designate.

§ 367-18. Construction by property owner.

Any property owner within the Town who desires to construct public sidewalks may do so at his own cost, provided that:

- A. The property owner shall engage an approved contractor to construct said public sidewalk;
- B. The public sidewalk shall comply with the minimum standard specifications which may then be in force with regard to the construction of public sidewalks; and
- C. The public sidewalk shall comply with the line or grade, if any, determined by the Town Engineer for public sidewalks on that street or portion thereof.

§ 367-19. Maintenance.

A. Generally. The owner or owners of any property which abuts or is adjacent to a public sidewalk shall be responsible for maintaining as hereinafter required that portion of the sidewalk which is adjacent to his property.

B. Snow and ice removal. Such owner shall remove any accumulation of ice or snow within 12 hours after such snow and/or ice has ceased to accumulate, or within such period as the Town Manager may order, and if such owner shall fail to remove said accumulation of snow and ice as aforesaid, the Town Manager may cause the same to be done, the expense thereof to be paid by the Town and charged to the owner. Upon the failure of such owner to pay such costs, the Town Manager shall within 30 days file a lien against the property affected. Such lien may be enforced and collected in the same manner as is provided by law for the collection and enforcement of tax liens. Until it is practical to remove ice, it must be temporarily sanded with an abrasive or chemical substance (excluding pure salt compound) in accordance with the requirements of this article.

C. Obstructions; hazards. Such owner shall be responsible for maintaining such public sidewalk free from all obstructions or materials which may be hazardous to pedestrian traffic, such as dirt, sand, leaves, branches, grass clippings, rocks or any other materials. If such owner shall fail to maintain the sidewalk free from the accumulation of such materials, the Town Manager may cause the same to be done and may collect the cost thereof from said owner as above provided.

§ 367-20. Damage to sidewalk.

No person shall cause any damage to any public sidewalk in the Town. Any person causing damage to any public sidewalk shall be liable for the cost of repairing such damage in addition to any other liability.

§ 367-21. Financing construction, reconstruction and repair.

The cost of construction, reconstruction or repair of any public sidewalk shall be borne as follows:

A. The Town shall, when authorized by the Town Council, bear the total cost of sidewalk construction, reconstruction or repair.

B. Unless specifically waived by the Town Plan and Zoning Commission, all subdivision developments shall have sidewalks along the street frontage of all lots, constructed in accordance with the Town specifications and installed at the expense of the developer, as a condition precedent to the acceptance of such proposed streets as public highways.

§ 367-22. Use regulations.

A. No person shall use a public sidewalk in such a manner as to create a hazard to pedestrian traffic. No person shall cause a motor-driven vehicle, animal or any other type of object to travel along a sidewalk in such a manner as to create a hazard for normal pedestrian use.

B. No person shall permit any automobile, cart, wagon or any other type of vehicle to remain standing on any public sidewalk.

Article IV. Newsracks in Public Rights-of-Way

[Adopted 12-7-2004 by Ord. No. 0305-4]

§ 367-23. Findings; purpose.

A. The Town Council finds that the uncontrolled placement and maintenance of newsracks in public rights-of-way present an inconvenience and/or danger to the safety and welfare of persons using such rights-of-way; that garish, brightly colored or otherwise unsightly newsracks located within public rights-of-way constitute distractions to the driving public; that newsracks are constantly exposed to the elements, are subject to intensive use and vandalism and to protect against such must be designed and constructed of durable materials; and that the use of public rights-of-way has been historically associated with the sale and distribution of newspapers. The Town Council further finds that, in order to accommodate the governmental and distribution interests, it is necessary to implement a program to regulate the installation, operation and maintenance of newsracks located in public rights-of-way in the Town of Newington.

B. The provisions and prohibitions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public health, safety and general welfare of persons in the Town in their use of public rights-of-way.

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§ 367-24. Definitions.

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

BLOCK

One side of a street between two consecutive intersecting streets.

DISTRIBUTOR

Any person responsible for the installation, operation or maintenance of a newsrack in a public right-of-way.

HEARING OFFICER

The person appointed by the Town Manager pursuant to Chapter 13, § 13-1 et seq., to hear appeals under this article.

NEWSRACK

Any self-service free or coin-operated box, container, storage unit or other dispenser installed, operated or maintained for the display and distribution or sale of newspapers or other written materials for dissemination.

PERSON

An individual person, firm, corporation or other entity.

PUBLIC RIGHT-OF-WAY

Any area owned, leased or in which the Town of Newington has a property interest, such as an easement, and/or any area maintained by the Town of Newington or Newington Board of Education or other local governmental entity, open for use by the public for vehicular or pedestrian travel, including, but not limited to, roadways, sidewalks, streets, alleys and public grounds.

ROADWAY

That portion of any street improved, designed or ordinarily used for vehicular travel.

SIDEWALK

Any portion of a street between the curblineline and the adjacent property line intended for the use of pedestrians.

STREET

The entire area encompassed by a roadway and/or a sidewalk. The word "street" shall also be construed to embrace avenues, boulevards, roads, lanes and drives.

TOWN

Town of Newington.

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ZONING ENFORCEMENT OFFICER

The building official appointed pursuant to Newington Charter § C-704 and § 7.1.1 of the Newington Zoning Regulations. Editor's Note: The Zoning Regulations are on file in the Town offices.

§ 367-25. Permit required; application; fee; duration; appeals.

A. It shall be unlawful for any person, firm or corporation to erect, place, maintain or operate on any public right-of-way in the Town of Newington any newsrack without first having obtained a permit from the Zoning Enforcement Officer for each proposed newsrack.

B. Application for such permit shall be made, in writing, to the Zoning Enforcement Officer, upon such form as shall be provided to the applicant, and shall contain the name and business address of the applicant, a telephone number or numbers at which the applicant may be reached during normal business hours, the proposed location of said newsrack and such other information deemed reasonably necessary by the Zoning Enforcement Officer to fulfill the intent of this article, and shall be signed by the applicant. If the applicant is a business entity, the application shall include the name, address and telephone number of a responsible person whom the Town may notify or contact concerning the application or the newsrack subsequent to permit approval.

C. A permit fee as provided in Chapter 225, § 225-1, of this Code shall be required for each location.

D. Permits shall be issued or denied within 72 hours, excluding Saturdays, Sundays and legal holidays, after a complete application has been filed. If a permit is denied, the Zoning Enforcement Officer shall advise the applicant of the specific cause of such denial in writing.

E. Such permits shall be valid for one year and shall be renewable by the applicant pursuant to the procedure for original applications and upon payment of the permit fee. A permit issued pursuant to this section shall expire automatically in the event that the insurance coverage required pursuant to § 367-26 lapses.

F. Any person or controlling entity aggrieved by an order, finding or determination taken under the provisions of this section (hereinafter "appellant") may file an appeal with the Vehicle Appeals Board as created in Chapter 410 of this Code. Such appellant must effect the appeal within 15 days of the order, finding or determination. The Vehicle Appeals Board shall hold a hearing on any appeal brought pursuant to this section no later than 30 days following the receipt of the request for appeal, unless the parties mutually agree to an extension thereof. The appellant shall be given at least seven days' notice of the time and place of the hearing. The Vehicle Appeals Board shall give the appellant and any other interested party a reasonable opportunity to be heard. At the conclusion of the hearing, the Vehicle Appeals Board shall make written findings to determine the appeal. The written findings of the Board shall be signed by the Chairman

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and filed in the office of the Town Clerk within 15 days of the hearing, and a copy shall be sent to the appellant by regular United States Mail. The decision of the Vehicle Appeals Board shall be effective when rendered and shall be final.

§ 367-26. Indemnification of Town; insurance requirements.

A. Every applicant for a permit to place a newsrack on a public right-of-way in the Town shall file a written statement as part of the application process with the Zoning Enforcement Officer in a form satisfactory to the Town Attorney whereby the person in lawful possession of the newsrack agrees to indemnify and hold harmless the Town, its officers and employees from any loss, liability or damage, including expenses and costs, for bodily injury and for property damage sustained by any person as a result of the installation, use and/or maintenance of any such newsrack.

B. Every person in lawful possession of a newsrack who places or maintains a newsrack on a public right-of-way shall provide the Town with a certificate of liability insurance coverage issued by an insurance company licensed to do business in the State of Connecticut insuring the applicant and the Town of Newington, with the Town named as an additional insured, against all claims for damages for bodily injury and for property damage which could arise in connection with the installation, operation or maintenance of a newsrack in the Town. The certificate of insurance shall state that the coverage afforded thereunder shall be primary coverage for any claims within its scope. Minimum coverage of such policy shall be determined by the Town's Risk Manager. The policy, by its terms, shall not be cancelable prior to the expiration date of the permit without 30 days' written notice to the Town. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 367-27. Certain information to be posted.

A. Every person who places or maintains a newsrack on a public right-of-way within the Town shall have a permit number, the name, address and telephone number of the person in lawful possession of the newsrack affixed to the newsrack in a place where such information may be easily seen. Additionally, the name, address and telephone number of the person responsible for the newsrack, if different than the person in lawful possession of the newsrack, shall be permanently displayed on a label on each newsrack. Failure to post such information within 30 days of authorized placement shall be deemed abandonment of the newsrack. Abandoned newsracks shall be a violation of this article and shall be removed and disposed of in the manner provided in § 367-30 of this article.

B. All coin-operated newsracks shall also post the name, address and telephone number of a designated person to contact for reimbursement in the event of failure of coin mechanisms.

§ 367-28. Location; placement; number of newsracks.

Any newsrack which rests or projects, in whole or in part, upon or over any public right-of-way shall be located or installed in accordance with the provisions of this section:

A. No newsrack shall be chained, bolted or otherwise attached to any tree, utility pole or box or any other fixture located in the public right-of-way, except to other newsracks, without the express written permission of the Zoning Enforcement Officer. Newsracks shall not be physically attached, chained or bolted to any drainage structure, inlet pipe or other physical object meant to carry water, to a utility pole or box, to or placed upon any manhole cover, to or placed upon any water meter and/or water meter box, to any part of a traffic signal system or traffic signs, to a bench, or to any other Town-owned fixture or property without the written permission of the Zoning Enforcement Officer.

B. Newsracks may be placed next to each other, provided that no group of newsracks shall extend for a distance of more than 10 feet.

C. No newsrack shall be located so as to unreasonably interfere with or impede the flow of pedestrian or vehicular traffic, including motorized or manual wheelchairs.

D. No newsrack shall be placed, installed, used or maintained:

(1) Within 25 feet of any marked crosswalk.

(2) Within 15 feet of the curb return of any unmarked crosswalk.

(3) Within 25 feet of any fire hydrant, fire call box, police call box or other emergency facility.

(4) Within 25 feet of any driveway.

(5) Within any single-family residential zone. In no case will newsracks already located within single-family residential zones be permitted to remain.

(6) Within 200 feet of any part of a public or private school building.

E. No more than four newsracks shall be located on any public right-of-way within a space of 250 feet in any direction within the same block; provided, however, that no more than eight newsracks shall be allowed on any one block.

§ 367-29. Standards for maintenance and installation.

Any newsrack which rests or projects, in whole or in part, upon or over any public right-of-way shall comply with the following standards:

A. No newsrack, including the materials used to secure it, shall exceed four feet two inches in height, two feet two inches in width, and two feet two inches in depth.

B. The lettering of the name of the publication being displayed therein shall be in accord with the following standards:

(1) On the front of the newsrack, the lettering size shall not exceed 1.75 inches in height; and

(2) On the sides and back of the newsrack, the lettering size shall not exceed 5.5 inches in height for the first letter and shall not exceed 3.5 inches in height for the remaining letters in the name of the publication.

C. No newsrack shall be used for advertising signs or publicity purposes other than that dealing with the display, sale or purchase of the newspaper or other written materials contained therein.

D. Each newsrack shall be constructed of suitable, durable materials and shall be painted in a color scheme consisting of a dark background with light lettering or a light background with dark lettering. Shades of red, yellow, orange or green, similar to those used in traffic control signs or devices, shall not be used on any newsrack, as it is determined that such use of those colors causes a danger to the safety and welfare of the public.

E. Each newsrack shall be so secured, weighted and/or balanced as to prevent it from being tipped by the opening of its door or by the impact of snow cast by a passing snowplow.

F. Each newsrack, whether modular or not, shall be maintained in a neat, clean condition and in good repair at all times.

(1) Specifically, but without limiting the generality of the foregoing, each newsrack shall be serviced and maintained so that:

(a) It is free of graffiti.

(b) It is reasonably free of dirt and grease.

(c) It is reasonably free of chipped, faded, peeling and/or cracked paint.

(d) It is reasonably free of rust and/or corrosion.

(e) The clear plastic or glass parts thereof, if any, through which the publications therein are viewed, are unbroken and reasonably free of cracks, dents, blemishes and discoloration.

(2) All such conditions shall be remedied within 15 working days' notice by the Town or the newsrack shall be deemed in violation of this article and shall be removed and disposed of in the manner provided in § 367-30 of this article.

G. No newsrack shall contain or utilize any electrically powered illumination or sound.

H. Coin-operated newsracks shall be equipped with a coin-return mechanism, maintained in good working order at all times, to permit customers to secure an immediate refund if a newsrack is inoperable. Failure to meet the requirements of this provision shall be deemed a violation of this article, and the newsrack shall be removed and disposed of in the manner provided in § 367-30 of this article.

I. In the event that a newsrack remains empty for a period of 30 continuous days, it shall be deemed abandoned and shall be a violation of this article, and the newsrack shall be removed and disposed of in the manner provided in § 367-30 of this article.

§ 367-30. Penalties for offenses; failure to respond; removal of newsracks.

A. The Zoning Enforcement Officer or his designee, upon a determination that a newsrack has been installed, used or maintained in violation of the provisions of this article, shall issue a notice of violation to the person responsible for the newsrack as provided in § 367-27 of this article. Such notice shall be mailed by certified mail, return receipt requested, or by service of the notice by a proper officer. The notice shall:

(1) Specify the offending condition.

(2) Suggest actions necessary to correct the condition.

(3) Inform the person responsible for the newsrack that the condition must be corrected within 15 days of the mailing date or date of service of the notice of violation, and if the condition is not corrected within such fifteen-day period, the newsrack will be removed and stored for 30 days at the Newington Public Works Facility, after which time it will be deemed abandoned.

(4) Inform the person responsible for the newsrack that he may appeal the notice of violation to a Citation Officer by delivering or mailing a letter to said Officer at the Newington Planning Department, Town Hall, 131 Cedar Street, Newington, CT 06111, within 15 days of the notice of violation.

B. Failure to correct the offending condition within 15 days after the mailing date of the notice of violation or to appeal such notice of violation within 15 days after the mailing date of the notice of violation shall result in the offending newsrack being summarily removed and stored by the Town for a thirty-day period, after which, unless retrieved from storage by the person responsible for the newsrack or his designated representative, the newsrack shall be deemed abandoned, and the newsrack shall be disposed of by the Town with no liability to the Town. If the newsrack is to be retrieved from storage, the

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person responsible for the newsrack shall pay to the Town all citation, removal, administrative and storage charges prior to the Town's release of the newsrack.

C. A citation of \$99 shall be charged to the person in lawful possession of the newsrack for each newsrack removed and stored by the Town under the provisions of this section. This fee shall be in addition to removal, administrative and storage charges.

D. Nothing contained in this article shall be interpreted to limit or impair the exercise by the Town of its police powers to remove any newsrack which presents a clear and present danger of imminent personal injury or property damage to users of the public rights-of-way.

§ 367-31. Citation appeal process.

A. Any person cited for a violation of this article may appeal the citation within 15 days of the date of the citation by delivering or mailing a letter to the Citation Hearing Officer, Newington Planning Department, Town Hall, 131 Cedar Street, Newington, CT 06111.

B. The hearing procedure shall be the hearing procedure as set forth in Chapter 13, § 13-1 et seq., of the Code.

§ 367-32. Existing newsracks.

This article shall apply to existing newsracks within the Town, except that the person responsible for an existing newsrack shall have 60 days from the date of enactment of this article to comply with the provisions of this article.

§ 367-33. Enforcement.

This article shall be enforced by the Zoning Enforcement Officer or his designee.

PLACEMENT OF REMOVED OBSTRUCTIONS INTO PUBLIC WAYS.

A. A. No person shall lay, throw, blow, place or plow or cause to be laid, thrown, blown, placed or plowed on or into any public street or way any snow or ice from any private property, public or private sidewalk or public right-of-way. If, in the removal of snow or ice from any such property, sidewalk or way, it is necessary to temporarily place snow or ice on any public street or way, such snow or ice shall immediately be removed from the public street or way by and at the expense of the person causing such deposit.

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B. No person in the process of clearing any property, sidewalk or way as defined above shall:

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(1) Leave the surface of adjoining public ways any less clear of snow and ice than such person found the public way just previous to commencement of clearance.

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(2) Plow or deposit snow or ice on the side of embankments to public ways so as to narrow or decrease the width of the traveled portion of the public way as it existed just previous to such person's clearance.

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(3) Plow or deposit snow or ice on that portion of the public right-of-way that adjoins another person's property without the consent of that person.

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C. The provisions of this section shall not apply to the official snow removal operations of the Town of Newington, and the State of Connecticut.

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D. The penalty for each violation or offense shall be \$50, and each and every twenty-four-hour period of failure or neglect to comply with the provisions of this section shall be deemed a separate offense or violation.

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AGENDA ITEM: VIII

DATE: 1-14-14

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$3,358.57 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 – January 14, 2014

Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$248.79
ACAR Leasing LTD. 4001 Embarcadero Drive Arlington, TX 76014	\$413.85
Provost Drywall 82 Stoddard Avenue Newington, CT 06111	\$103.69
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$531.35
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$670.23
ARI Fleet LT 4001 Leadenhall Road Mt. Laurel, NJ 08054	\$653.38
Boris or Anna Braginski 67 Faith Road Newington, CT 06111	\$140.75
John Hamilton Jr. 397 Cedar Street Newington, CT 06111	\$81.39
David Haaser 16 Cricket Lane Newington, CT 06111	\$121.57
Eleni Gabrysiak 50 Faith Road Newington, CT 06111	\$221.42
Nicole Beaulieu 226 Audubon Avenue Newington, CT 06111	\$100.48
Dominique Rose 33 Robin Brook Drive Newington, CT 06111`	\$71.67
Total	\$3,358.57