



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR ROY ZARTARIAN

NEWINGTON TOWN COUNCIL

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

**AGENDA
November 22, 2016**

7:00 p.m. or Immediately Following Public Hearing

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. AWARDS & PROCLAMATIONS
 - A. 2016 Middle School Physical Education Teacher of the Year – Sandy Pilz
 - B. Retirement – Ed Patz, Public Safety Dispatcher
- V. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
- VI. REMARKS BY COUNCILORS ON PUBLIC PARTICIPATION
- VII. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. Ordinance Amendment, Chapter 8, Article XII, Committee on Community Safety (Disband)
- VIII. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken by Waiving the Rules**)
 - A. Discussion: MDC
 - B. Parks & Recreation Grant Award
 - C. Discussion: Bulk Pickup Fees
 - D. Annual DEMHS Region 3 Homeland Security Grant Program
- IX. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Zoning Board of Appeals
 1. Accept the Resignation of Timothy Hutvagner
 2. Appoint a Replacement
 - B. Appointments to Boards and Commissions
 1. Affordable Housing Monitoring Agency
 2. Board of Education – Liaison
 3. Commission on Aging and Disabled
 4. Balf-Town Committee

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5. Building Code Board of Appeals
6. Capital Improvements Committee (CIP)
7. Capitol Region Council of Governments (CRCOG)
8. Central Connecticut Health District Board of Directors (CCHD)
9. Conservation/Inland Wetlands Commission
10. Development Commission
11. Employee Insurance & Pension Benefits Committee
12. EMS Committee
13. Environmental Quality Commission
14. Board of Ethics
15. Fair Rent Commission
16. Newington Housing Authority
17. Newington Historical Society & Trust
18. Human Rights Commission
19. John Wallace Wing Reconfiguration Project Building Committee
20. Metropolitan District
21. Library Board of Directors
22. Newington CATV Advisory Council
23. Newington School Career Technical Program Renovation Project Building Committee
24. Open Space Committee
25. Board of Parks and Recreation
26. Standing Insurance Committee
27. STEM Academy PBC
28. Town Hall Renovations Project Building Committee
29. Town Plan & Zoning Commission
30. Tri-Town Community Cable Access
31. Vehicle Appeals Board
32. Zoning Board of Appeals

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

XI. MINUTES OF PREVIOUS MEETINGS

- A. Regular Meeting, October 18, 2016
- B. Regular Meeting, October 25, 2016

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

XIII. COUNCIL LIAISON/COMMITTEE REPORTS

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

XV. REMARKS BY COUNCILORS

XVI. ADJOURNMENT

AGENDA ITEM: IV.A.

DATE: 11-22-16

RESOLUTION NO. _____

WHEREAS, the Connecticut Association of Health, Physical Education, Recreation and Dance (CTAHPERD) annually recognizes an educator for exemplary teaching in middle school physical education; and

WHEREAS, the CTAHPERD has named Mr. Sanford (Sandy) Pilz, a teacher of Physical Education at Martin Kellogg Middle School, as its 2016 Middle School Physical Education Teacher of the Year; and

WHEREAS, Mr. Pilz, an educator for 39 years, has been a recognizable figure at Martin Kellogg for the past 25 years and has experienced many changes in his profession throughout his lengthy career; and

WHEREAS, Mr. Pilz believes in teaching lifelong skills that will provide opportunities to enjoy a healthy lifestyle through a wellness-based curriculum with an emphasis on diet and exercise, weight training, stress management and overall wellness for a happy life; and

WHEREAS, Mr. Pilz's primary goal is to give the students the best experience in his class by making his classroom a fun and safe space for every child and he believes that these positive experiences are more important for the growth and development of his students than measurable results such as physical fitness tests; and

WHEREAS, Mr. Pilz strongly contributes his success to the support of the student body, parents, faculty and staff in the school system;

NOW, THEREFORE BE IT RESOLVED, that the Newington Town Council hereby congratulates Mr. Sandy Pilz on being named the 2016 Middle School Physical Education Teacher of the Year, recognizes his exemplary efforts and skill in teaching Newington's youth and wishes him continued success in his career.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: IV.B.

DATE: 11-22-16

RESOLUTION NO. _____

WHEREAS, Edward Patz was appointed to the position of Public Safety Dispatcher for the Town of Newington on June 10, 1996; and

WHEREAS, Mr. Patz had previously served as a member of the Newington Volunteer Fire Department for eleven years, achieving the rank of Lieutenant; and

WHEREAS, Mr. Patz was appointed to serve as the Public Safety Dispatcher for the Capitol Region Emergency Planning Department on December 3, 2002; and

WHEREAS, during his 20 years of service Mr. Patz has received numerous letters of recognition for his hard work from his department superiors and several letters of appreciation from Newington citizens; and

WHEREAS, Mr. Patz has also received many commendation letters from surrounding police departments including West Hartford, Berlin and Glastonbury in recognition of his assistance and exceptional efforts; and

WHEREAS, Mr. Patz has retired from the Town of Newington effective November 17, 2016;

NOW, THEREFORE BE IT RESOLVED, that the Newington Town Council hereby recognizes and extends its sincere appreciation to Mr. Edward Patz for his 20 years of exemplary service to the Town of Newington; and

BE IT FURTHER RESOLVED, that the Town Council hereby wishes Mr. Patz many fruitful years of health and happiness and best wishes for his future endeavors.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Town Manager)
Date: November 16, 2016
Re: Disband Committee on Community Safety

At its September 27 Council meeting the Council discussed disbanding the Committee on Community Safety. The Committee was created under the Code of Ordinances Chapter 8, Article XII on August 12, 2008 and has been inactive for a number of years. Items of concern regarding community safety are under the jurisdiction of the Police Department. In addition, Chief Clark recently formed and staffed the Police Community Council, a resident committee that works with the NPD to identify and address items related to community safety.

Since the Committee on Community Safety was established via ordinance, the Council will need to consider amending the Code of Ordinances, Chapter 8, "Boards, Commissions, Committees and Bureaus" by repealing Article XII, "Committee on Community Safety". This will require following the ordinance amendment process as dictated in Charter Sections 405 and 406.

A Public Hearing is scheduled for 6:50 p.m. on November 22, 2016. The Council may consider adopting the amended ordinance at the regular meeting following the Public Hearing.

Attach.

AGENDA ITEM: VII.A.

DATE: 11-22-16

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby approves amendments to the Town of Newington Code of Ordinances, Chapter 8, Boards, Committees, Commissions and Bureaus by repealing Chapter 8, Article XII, Committee on Community Safety, a copy of which has been filed with the Clerk of the Council.

BE IT FURTHER RESOLVED:

The Town Council, in accordance with CGS §7-157(b), hereby authorizes the Town Clerk to publish a summary of the amended Ordinance to Repeal "Chapter 8, Boards, Committees, Commissions and Bureaus, Article XII, Committee on Community Safety."

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

Chapter 8

BOARDS, COMMITTEES, COMMISSIONS AND BUREAUS

****DRAFT 10/21/16****

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

GENERAL REFERENCES

Code of Ethics — See Ch. 32.

Planning and zoning boards — See Ch. 91, Arts. I and II.

Department of Senior and Disabled Center Services — See Ch. 109.

Article I

Human Rights Commission

[Adopted 9-23-1975 (§§ 2-61 to 2-65 of the 1974 Code)]

§ 8-1 Establishment.

There is hereby established a Human Rights Commission (hereinafter referred to as "the Commission") for the purposes stated herein, which shall be appointed and organized and shall have the duties and powers as hereinafter set forth.

§ 8-2 Purposes.

The purposes of the Commission shall be as follows:

- A. To promote mutual understanding and respect among all racial, religious, ethnic, and other groups.
- B. To secure equality of treatment of, and opportunity for, all human beings.
- C. To cooperate with governmental and nongovernmental agencies with organizations having like or kindred functions to those of the Commission, as it deems necessary or desirable.
- D. To make such studies in the field of human rights as in the judgment of the Commission will aid in effectuating its general purpose.
- E. To demonstrate to federal or state funding agencies or courts that Newington has an official body which does review issues or challenges involving compliance with federal and state laws on human rights and which can make recommendations to the Town Council for action.

§ 8-3 Membership; terms; vacancies.

- A. The Commission shall consist of nine electors of the Town who shall be appointed by the Town Council for terms of three years. Three members shall be appointed for a term expiring on November 30 in an odd-numbered year; three members shall be appointed for a term expiring on November 30 in an even-numbered year, and three members shall be appointed for a term expiring November 30 in an odd-numbered year and commencing the year after the even-numbered-year appointment.
- B. A reasonable effort shall be made to solicit Commission members so as to represent a broad cross

Commented [1]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

section of the community.

- C. The Mayor or a Town Council member designated by the Mayor, the Town Manager, the Department of Human Services Director, a member of the Newington Housing Authority designated by said Authority and a member of the Board of Education designated by said Board shall serve as ex officio members of the Commission without the right to vote in meetings of said Commission.
- D. Any vacancy on the Commission from whatever cause occurring shall be filled, within a reasonable time, by appointment by the Town Council for the unexpired portion of the term.

§ 8-4 Organization; meetings; absences.
[Amended 1-25-1983]

- A. At its initial meeting and at its first meeting on or after December 1 of each year, the Commission shall elect from its membership a Chairperson, a Vice Chairperson and a Secretary. The Commission shall be authorized to create such subcommittees and advisory committees as it shall deem helpful to the accomplishment of its responsibilities.
- B. The Commission shall hold a minimum of four meetings each year at such reasonably regular intervals as it may designate. The Chairperson may call a special meeting at any time. Any four members of the Commission may at any time request in writing that the Chairperson call a special meeting. The Chairperson shall, within three days after receipt of such a request, call a special meeting for a time within five days after the date of the request for such meeting. A quorum at any meeting shall consist of five voting members, and the vote of a majority of the Commission shall be required for any action to be taken.
- C. Any regular member who is absent from three consecutive meetings of the Commission for whatever reason shall advise the Chairperson in open session or in writing of the reason or reasons for such absences. The Commission shall thereupon evaluate the continuation of the membership of such member. If the Commission finds by not less than six affirmative votes that such member has by his absences unsatisfactorily performed his duty as a member of the Commission, the Chairperson shall so notify the Town Council. Such a finding shall make such member subject to removal or suspension under the provisions of the Town Charter.

§ 8-5 Responsibilities.
[Amended 1-25-1983]

The responsibilities of the Commission shall be as follows:

- A. To work with federal, state and Town agencies, as well as with private, civic, religious, business, industrial, labor, and other Newington organizations, groups or persons, and to recommend to the Town Council any programs arising therefrom which will help all members of the community to enjoy equality of opportunity in all phases of community life.
- B. To engage in, study and research and to publish reports designed to increase understanding within the community and conduct other appropriate activities in furtherance of its goals.
- C. To seek compliance with all state and federal laws relating to human rights and opportunities, including but not limited to C.G.S. § 31-126 (unfair employment practices) and § 53-35 (discrimination in public accommodations, rental housing and commercial property, sale of building lots and mobile home parks).
- D. To receive complaints regarding inequity of treatment or of discrimination in the Town and, when appropriate, to refer such complaints to the Connecticut Commission on Human Rights and Opportunities and to other agencies having jurisdiction in the particular matter; provided, however, that no action shall be taken upon any complaint received by the Commission unless the same has

been filed by either an official or agency of the federal, state or local government or by a natural person and unless such complaint alleges one or more acts occurring within the Town whereby the complainant's legal rights have been directly or indirectly violated in the area of public accommodations, housing, employment or other matters within the purview of the Human Rights Commission and sets forth the specifics thereof.

- E. To carry out such projects in the area of human rights as shall be assigned to it by the Town Council.
- F. To offer its services and to cooperate with every other agency and department of the Town in promoting a healthy community.
- G. To submit to the Town Council annually, or more frequently as the need arises, reports concerning the activities of the Commission.
- H. To promote activities and programs to carry out the purposes of the Commission.
- I. To pursue a community-wide program of education that furthers intergroup understanding, tolerance and acceptance.
- J. To advise and recommend to the Town Council appropriate programs to be wholly or partially implemented with federal, state and Town funds.
- K. To perform independent investigation for the purpose of making reports or recommendations to the Town Council with respect to new or proposed programs or issues involving human and group rights and relations.

Article II Youth Services Bureau

[Adopted 8-24-1976 (§§ 2-70 to 2-72 of the 1974 Code)]

§ 8-6 Establishment.

There is hereby established a Youth Services Bureau within the Department of Human Services.

§ 8-7 Purposes.

The purposes of the Youth Services Bureau shall be as follows:

- A. To assess the need for services to youth and to evaluate gaps in the array of existing services.
- B. To identify and inventory youth services available from public and private agencies.
- C. To organize, coordinate, support and sponsor projects, programs and activities directed toward delinquency prevention, diversion from the criminal justice system, social adjustment and personal development with respect to young people.
- D. To keep the Director of Human Services informed of its work and the results of its assessments and evaluations.

§ 8-8 Organization.

The Youth Services Bureau shall be headed by a Coordinator of Youth Services who shall be appointed and may be removed by the Town Manager in accordance with § C-610 of the Town Charter, subject to the provisions of Article IX of the Town Charter. The Coordinator of Youth Services shall be administratively responsible to the Director of Human Services for the proper and effective functioning of the Youth Services Bureau, and said Coordinator shall see to it that the activities of said Bureau are coordinated with the programs and activities of the Department of Human Services, generally.

Article III
Youth-Adult Council

[Adopted 1-24-1978; amended 11-27-1990 (§ 2-73 of the 1974 Code)]

§ 8-9 Establishment.

There is hereby established a Youth-Adult Council which shall constitute an advisory board pursuant to the regulations of the State of Connecticut Department of Children and Youth Services. The Youth-Adult Council shall provide policy advice on the formulation, development and alteration of youth-serving programs of the Youth Services Bureau within the Human Services Department, foster cooperation and coordination among public and private youth-serving agencies, promote voluntary service and assistance for youth programs and enhance communication between youths and adults through community education.

§ 8-10 Membership.

The Youth-Adult Council shall consist of 15 members who shall be appointed by the Mayor for terms of two years, provided, of those first appointed, eight shall serve for a period of one year. Annually thereafter, members shall be appointed to succeed those whose terms expire.

A. All such members shall be representatives of public agencies with statutory responsibilities for youth and family and/or private sector organizations representing community social institutions, but not less than 10 such members shall be residents of the Town of Newington, provided each of the following shall be represented by at least one member:

- (1) The Newington Police Department, to be recommended by the Chief of Police;
- (2) The Newington School Department, to be recommended by the Superintendent of Schools;
- (3) A private human-serving agency, to be recommended by such agency, and provided further that at least five members shall be service consumers as defined by the regulations of the State of Connecticut Department of Children and Youth Services and at least two shall be less than 21 years of age.

B. No more than a bare majority of the members of such Council shall be from any one political party.

§ 8-11 Liaison.

The Town Council, Board of Education, and Parks and Recreation Department shall each appoint a liaison to provide communication about relevant issues between the Youth-Adult Council and their respective organizations.

Article IV
Fair Rent Commission

[Adopted 4-28-1981 (§§ 2-90 to 2-92 of the 1974 Code)]

§ 8-12 Establishment and authority.

There is hereby established, in accordance with C.G.S. § 7-148b, a Fair Rent Commission. Said Commission shall have all the powers and duties now or hereafter provided for fair rent commissions by the Connecticut General Statutes.

§ 8-13 Membership; terms.

The Fair Rent Commission shall consist of five electors of the Town who shall be appointed by the Town Council for terms of two years, expiring on November 30 in an odd-numbered year. Two members shall be tenants of a dwelling unit; two members shall be landlords of a dwelling unit(s) let for rental within the Town; and one member shall be an elector who is currently neither landlord nor tenant of a dwelling unit. In addition, said Commission shall consist of three alternate members who shall be electors of the Town

Commented [2]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

of Newington and who shall be appointed by the Town Council for terms of two years expiring on November 30 in an odd-numbered year. One alternate member shall be a tenant of a dwelling unit, one alternate member shall be a landlord of a dwelling unit or units let for rental within the Town, and one alternate member shall be an elector who is currently neither landlord or tenant of a dwelling unit. If, during his term, the status of a Commissioner or alternate member changes with respect to whether he is a tenant or a landlord or neither, he shall be disqualified from office and his position shall be deemed vacant. Any vacancy on said Commission from whatever cause arising shall be filled, within a reasonable time, by appointment by the Town Council for the unexpired portion of the term.

§ 8-14 Organization; meetings; absences; counsel.

- A. At its initial meeting and at its first meeting on or after December 1 of each odd-numbered year, the Commission shall elect from its membership a Chairperson, a Vice Chairperson and a Secretary. In addition to any schedule for regular meetings which such Commission may establish, any member of the Commission may at any time request, in writing, that the Chairperson call a special meeting, whereupon the Chairperson shall, within three days after receipt of such request, call a special meeting for a time within five days after the date of the request of such meeting. A quorum at any meeting shall consist of three members, and the affirmative vote of three members shall be required for any action to be taken.
- B. Any member who is absent from three consecutive meetings of the Commission, for whatever reason, shall advise the Chairperson in open session or in writing of the reason or reasons of such absences. The Commission shall thereupon evaluate the worthiness for such member to continue membership. If the Commission finds that such member has, by his absences, unsatisfactorily performed his duty, the Town Council shall be so notified. Such a finding shall make such member subject to removal under the provisions of the Town Charter.
- C. The Commission shall utilize the services of the Town Attorney for legal counsel to the extent that the Town Attorney is available.

Article V

Commission on Aging and Disabled

[Adopted 9-26-1984; amended 9-22-1992 by Ord. No. 9193-4 (§§ 2-111 to 2-114 of the 1974 Code)]

§ 8-15 Establishment.

There is hereby established a Commission on Aging and Disabled which shall serve as a successor to the Advisory Committee on Aging.

§ 8-16 Membership; terms.

The Commission shall consist of nine members. Members shall be appointed by the Council for staggered terms of three years expiring on November 30 of the appropriate year.

§ 8-17 Responsibilities.

- A. The Commission on Aging and Disabled shall work cooperatively with appropriate Town offices and departments to implement the policies of the Town Council relative to senior and disabled citizens, as charged by the Town Council. For purposes of this article, senior citizens means those individuals age 55 or older, and disabled citizens, as defined under the Americans with Disabilities Act of 1990. The Commission shall monitor and assess the needs and affairs of senior and disabled citizens in Newington, which shall, among other things, relate to housing, economics, employment, health, counseling, recreation, transportation, outreach programs and nutrition, and shall report thereon, in writing, to the Town Council and Town Manager on or before October 31 of each year, and/or when necessary. In addition, the Commission shall also advise the Town Council and appropriate Town agencies on issues affecting senior and disabled citizens as they relate to Town government matters. The Commission is authorized to submit policy recommendations to the Town Council when appropriate or necessary.

Commented [3]: Editor's Note: Original § 2-93, derived from ordinances of 4-28-1981, 10-27-1981 and 8-24-1982, which immediately followed this section and contained a sunset clause relative to the Fair Rent Commission, was repealed 8-23-1983.

- B. The Commission on Aging and Disabled shall be responsible for policy oversight of the Department of the Senior and Disabled Center Services, including policy oversight of the Senior and Disabled Center operations and policy oversight for activities and Town programs serving senior and disabled citizens. The Commission shall provide assistance to the Director in the preparation of the Department's budget. The Commission shall establish operation policies for the Senior and Disabled Center and Town programs addressed to serving senior and disabled citizens, subject to the advice and consent of the Town Council.
- C. The Commission on Aging and Disabled shall secure periodic reports from representatives of any of its appointed subcommittees.
- D. The Commission shall meet once every month except during July and August for regular meetings or more often if necessary.

§ 8-18 Staff support.

The Town Manager shall assign appropriate personnel as staff support for the Commission, including the Director of the Department of the Senior and Disabled Center Services, who shall serve as staff person to the Commission on Aging and Disabled and as Administrator of the Senior and Disabled Center.

Article VI
Environmental Quality Commission

[Adopted 10-27-1987 (§§ 6-60 to 6-63 of the 1974 Code)]

§ 8-19 Establishment.

There is hereby established an Environmental Quality Commission (hereafter referred to as "the Commission") for the purposes stated herein, which shall be appointed and organized and shall have the duties and powers as hereinafter set forth.

§ 8-20 Purpose.

The Commission shall be responsible for responding to and making appropriate recommendations or referrals to the Town Council and Town Manager affecting environmental concerns and the quality of life in the Town of Newington, including but not limited to hazardous materials in the community, ordinances involving hazardous materials, hazardous materials collection day, landfill, underground storage tanks, and development policies affecting the environment of Newington. A report shall be made to the Council annually.

§ 8-21 Membership.

- A. The Commission shall consist of 11 individuals of the Town, appointed by the Town Council, whose terms shall expire November 30 of odd-numbered years. Said electors shall be appointed for two years thereafter.
- B. The Commission shall be comprised of the following: two representatives from the Newington Volunteer Fire Department; one representative from the Newington Volunteer Ambulance Corps; two representatives from industry who work or reside in Town; six representatives from the public. Two representatives from the Town Council shall serve as liaisons. The Town Manager and a representative of the Central Connecticut Health District shall serve as ex officio members of this Commission.

§ 8-22 Meetings.

This Commission shall meet at least once a year. Meetings may be called by the Chairman or by petition of any three members.

Commented [4]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

Article VII
Standing Insurance Committee

[Adopted 4-25-1989 (§§ 2-34 to 2-39 of the 1974 Code)]

§ 8-23 Establishment.

[Amended 7-27-1993 by Ord. No. 9193-7]

Pursuant to Article VI, § C-612, of the Charter of the Town of Newington, the Town Council hereby establishes a Standing Insurance Committee consisting of nine members and two alternate members.

§ 8-24 Composition.

The Standing Insurance Committee shall consist of five commercial lines' insurance professionals, i.e., underwriters, casualty or property claims specialists/loss control engineers, consultants, agents or brokers; two Councilors who shall not be members of the same political party, and two members of the Board of Education who shall not be members of the same political party. There shall be two alternate members of the Standing Insurance Committee. The Town Manager and the Superintendent of Schools shall be ex officio members of said Committee without vote.

§ 8-25 Chairperson.

The Chairperson of the Standing Insurance Committee shall be the Council member of that political party which holds the majority of the Town Council.

§ 8-26 Terms of members.

The terms of the Council members and the Board of Education members shall be concurrent with their terms as members of the Town Council and the Board of Education, respectively. Three professional members of the Committee shall have terms which expire on November 30 in an odd-numbered year. Two professional members and the two alternates shall have terms which expire on November 30 in an even-numbered year. All appointments shall be for a period of two years.

Commented [5]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 8-27 Functions.

[Amended 7-27-1993 by Ord. No. 9193-7]

- A. It shall be the function of the Standing Insurance Committee:
- (1) To determine the needs and develop specifications for Town insurance.
 - (2) To invite at least four agents or four direct-writing companies, or a combination of agents and direct-writing companies, to submit qualifications for the purpose of becoming the agent of record for the Town of Newington.
 - (a) Such invitation shall be issued at least 120 days prior to the expiration of existing insurance coverage.
 - (b) Such qualifications to be established by the Standing Insurance Committee.
 - (c) The Standing Insurance Committee shall interview such agents or direct-writing companies and shall, based on a majority vote of the Standing Insurance Committee, select an agent and/or a direct writing company and recommend same to the Town Council for appointment.
 - (d) The appointment by the Town Council of the agent of record shall be for a period of three years.
 - (e) The Standing Insurance Committee shall review the agent of record's performance not less than annually.
 - (3) To recommend to the Town Council the termination of the agent of record if, in the opinion of the

majority of the Committee, the agent of record fails to perform the functions as outlined in § 8-28. Upon termination of such agent of record by the Town Council, a new agent of record shall be appointed pursuant of § 8-27A(2).

- (4) To review all submitted insurance proposals.
 - (a) Approval of the proposals to be recommended to the Town Council shall be by a majority vote of the Standing Insurance Committee.
 - (b) Upon approval, the proposed insurance program shall be submitted to the Town Council for acceptance.
 - (c) The Committee shall arrange for the purchase of the insurance through the agent of record following acceptance of the proposed insurance by the Town Council.
- (5) To periodically review Town insurance coverages, loss data, other pertinent information, and make recommendations to the Town Manager and the Town Council with respect to the insurance program.
- B. Town insurance needs for employee insurance and pension benefits shall not be the responsibility of the Standing Insurance Committee but shall be the responsibility of the Employee Insurance and Pension Benefits Committee. Workers' compensation insurance shall be under the jurisdiction of the Standing Insurance Committee. The Standing Insurance Committee and the employee insurance and pension benefits agent of record may or may not be the same.

§ 8-28 Insurance agent of record.
[Amended 4-29-1997 by Ord. No. 9597-6]

An insurance agent of record for the Town of Newington shall be appointed by the Town Council. Said agent shall be responsible to the Town Council designee, i.e., the Standing Insurance Committee. It shall be a function of the agent of record:

- A. To solicit and negotiate with at least four insurance companies a program to provide the specific insurance coverages for the Town of Newington, upon appointment and based upon specifications prepared by the Standing Insurance Committee.
- B. To periodically review Town insurance coverages and loss data and make recommendations to the Town Manager and the Standing Insurance Committee with respect to the need for ancillary insurance services, additional insurance coverages and modifications, updating or upgrading of existing coverages.
- C. To assist the Town Manager and Standing Insurance Committee in monitoring and processing all insurance claims.

Article VIII
Development Commission

[Adopted 1-24-1989 (§§ 2-124 to 2-126 of the 1974 Code)]

§ 8-29 Commission designated.

The Development Commission, as established by the Newington Town Charter, shall have all the powers and duties as provided by the General Statutes of the State of Connecticut, as revised, the Town Charter, and other powers and duties as may be directed by the Newington Town Council.

§ 8-30 Membership; terms.

The nine regular members of the Development Commission shall have staggered three-year terms

Commented [6]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

expiring on November 30 as follows:

- A. Two members for a term ending in an odd-numbered year.
- B. Three members for a term ending in an even-numbered year.
- C. Four members for a term ending in an odd-numbered year commencing the year after the even-numbered year appointment.

§ 8-31 Alternate members.

The three alternate members of the Development Commission shall have staggered three-year terms expiring on November 30 as follows:

- A. Two alternates for a term ending in an odd-numbered year.
- B. One alternate for a term ending in an even-numbered year.

Commented [7]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

Article IX

Employee Insurance and Pension Benefits Committee

[Adopted 7-27-1993 by Ord. No. 9193-7; amended 11-26-1996 by Ord. No. 9597-4 (§§ 2-26 to 2-31 of the 1974 Code)]

§ 8-32 Establishment.

Pursuant to Article VI, § C-612 of the Charter of the Town of Newington, the Town Council hereby establishes an Employee Insurance and Pension Benefits Committee consisting of nine members and two alternate members.

§ 8-33 Composition.

The Employee Insurance and Pension Benefits Committee (sometimes hereinafter called "EIPBC") shall consist of five members specializing in health, life or disability claims, or employee benefit underwriters, employee benefit consultants, agents, brokers, marketing representatives or pension plan administrators, two Councilors who shall not be members of the same political party, and two members of the Board of Education who shall not be members of the same political party. There shall be two alternate members of the Employee Insurance and Pension Benefits Committee. The Town Manager and the Superintendent of Schools shall be ex officio members of said Committee without vote. The Town's Director of Finance and the School Department's Business Manager shall serve as staff support without vote.

§ 8-34 Party affiliation of Chairperson.

The Chairperson of the Employee Insurance and Pension Benefits Committee shall be the Council member of that political party which holds the majority of the Town Council.

§ 8-35 Terms of members.

The terms of the Council members and the Board of Education members shall be concurrent with their terms as members of the Town Council and the Board of Education, respectively. Three professional members of the Committee shall have terms which expire on November 30 in an odd-numbered year. Two professional members and the two alternates shall have terms which expire on November 30 in an even-numbered year. All appointments shall be for a period of two years.

Commented [8]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 8-36 Functions.

It shall be the function of the Employee Insurance and Pension Benefits Committee:

- A. To determine the needs and develop specifications for the employee insurance and pension benefits program.
- B. To invite at least four agents or four direct-writing companies, or a combination of agents and direct-

writing companies, to submit qualifications for the purpose of becoming the employee insurance and pension benefits agent of record for the Town of Newington.

- (1) Such invitation shall be issued at least 120 days prior to the expiration of existing insurance coverage.
 - (2) Such qualifications to be established by the Employee Insurance and Pension Benefits Committee.
 - (3) The Employee Insurance and Pension Benefits Committee shall interview such EIPBC agents or direct-writing companies and shall, based on a majority vote of the Employee Insurance and Pension Benefits Committee, select an agent and/or a direct-writing company and recommend same to the Town Council for appointment.
 - (4) The appointment by the Town Council of the agent of record or consultant shall be for a period of six years.
 - (5) The Employee Insurance and Pension Benefits Committee shall review the performance of the agent of record or consultant not less than annually.
- C. To recommend to the Town Council the termination of the EIPBC agent of record or consultant if, in the opinion of the majority of the Committee, the agent of record or consultant fails to perform the functions as outlined in § 8-37. Upon termination of such EIPBC agent of record or consultant by the Town Council, a new agent of record or consultant shall be appointed pursuant to § 8-36B.
- D. To review all submitted insurance proposals.
- (1) Approval of the proposals to be recommended to the Town Council shall be by a majority vote of the Employee Insurance and Pension Benefits Committee.
 - (2) Upon approval, the proposed insurance program shall be submitted to the Town Council for acceptance.
 - (3) Subject to bargaining unit negotiations, the Committee shall arrange for the purchase of the insurance through the agent of record or consultant following acceptance of the proposed insurance by the Town Council.
- E. To periodically review employee insurance benefit coverages, loss data, other pertinent information, and make recommendations to the Town Manager and the Town Council with respect to the insurance program.

§ 8-37 Employee insurance and pension agent of record.

An employee insurance and pension benefits agent of record or consultant for the Town of Newington shall be appointed by the Town Council. Said agent shall be responsible to the Town Council designee, i.e., the Employee Insurance and Pension Benefits Committee. It shall be a function of the EIPBC agent of record or consultant:

- A. To solicit and negotiate with at least four insurance companies a program to provide the specific insurance coverages for the Town of Newington, upon appointment and based upon specifications prepared by the Employee Insurance and Pension Benefits Committee.
 - (1) The coverages for health, life, disability and dental shall be considered individual units to be proposed by each insurance.
 - (2) All other coverages may be proposed separately.
- B. To periodically review Town employee insurance and pension benefit coverages and loss data and

make recommendations to the Town Manager and the Employee Insurance and Pension Benefits Committee with respect to the need for ancillary insurance services, additional insurance coverages and modifications, updating or upgrading of existing coverages.

Article X Project Building Committees

[Adopted 10-26-1993 by Ord. No. 9193-10 (§§ 2-16 to 2-23 of the 1974 Code)]

§ 8-38 Definitions.

As used in this article, the following words and terms shall have the meanings hereinafter set out:

BUILDING PROJECT

Any construction or alteration of a Town facility estimated to cost in excess of \$250,000 in the aggregate.

CONTRACT

A signed agreement between the Town of Newington and the general contractor and/or architect/engineer/consultant, including any modifications issued after execution of the agreement.

COST ESTIMATES

Include, but are not limited to construction, contingency, architect and/or engineering fees, clerk of the works, consultant services, furnishings, landscaping, paving, insurance, legal notices, inflation, and any other related costs.

PROJECT BUDGET

The project building committee's proposed budget as presented to the Council for review at the time the Council authorizes the Town Manager to sign contracts and commence the project.

STATEMENT OF NEEDS

A written narrative presenting the public-interest reasons for undertaking a building project, an explanation of the function and purpose(s) of the proposed Town facility and recommendations, if any, on its size, scope, location and special features.

TOWN FACILITY

Any building, park or land leased, owned or to be acquired by the Town, except roads, bridges, drainage, flood control measures and public parking commonly referred to as "public works."

§ 8-39 Committee required for each project.

Pursuant to Article VI, § C-612, of the Charter of the Town, the Council shall establish a project building committee for each building project. For building projects in excess of \$100,000 but less than \$250,000, the Council, at its option, may elect to establish a project building committee which shall follow the rules of this Code.

§ 8-40 Members; appointment; representation.

The number of members of each project building committee shall be determined by the Council at the time of committee establishment. Members of the project building committee shall be appointed by the Council and shall attempt to include at least one member who has had architectural/construction/engineering background in the area of the project. When the requesting agency is a board or commission, the Council may appoint members of that board or commission to the project building committee but no more than 1/3 of the project building committee membership shall be members of the requesting agency.

§ 8-41 Ex officio members.

The Chairman of the Board of Education and the Superintendent of Schools shall serve as ex officio members without vote on any project building committee which has responsibilities pertaining to the construction or alteration of a school building. The Fire Chief and the Chairman of the Board of Fire Commissioners shall serve as ex officio members without vote on any project building committee having responsibility for the construction or alteration of Fire Department buildings. The Mayor and the Town Manager shall serve as ex officio members without vote on all project building committees. Other ex officio members may be appointed by the Council to a project building committee to serve without vote.

§ 8-42 Terms of members; vacancies.

The terms of members of a project building committee shall terminate with the final acceptance by the Council of the project for which such committee has been responsible or the abandonment of such project by the Council, whichever is earlier, provided that the term of each member who is a representative of the requesting agency shall have a project building committee term which expires coterminous with his/her term on the requesting agency, and any elected official representing his/her board or the Council shall have a project building committee term which expires coterminous with his/her term as an elected official. Vacancies may be filled by the Council at its discretion, having regard to the status of the project and the members remaining on the committee.

§ 8-43 Officers; records.

Each project building committee shall elect a chairman and secretary from its membership and shall keep a public record of its activities. When physically feasible, public meetings shall be tape recorded.

§ 8-44 Power and duties.

A project building committee shall have the powers and duties set forth herein and shall be vested with such general powers as inure in a building committee and shall have and exercise responsibility for the construction or alteration of the Town facility for which it has been charged.

§ 8-45 Building project procedure.

A building project shall be undertaken in accordance with the following procedure, provided the Council may, by six affirmative votes, vary such procedure in a specific case wherein it determines that the interest of the Town would be better served:

- A. Project initiation. Any board, commission or other agency of the Town which considers that the needs of the Town require the construction or alteration of a Town facility shall initiate consideration of such need only by presenting a statement of needs to the Council. If the Council determines that a valid need for such construction or alteration exists, it shall, by majority vote, establish a project building committee in accordance with the provisions hereof.
- B. Preliminary steps. The project building committee so established shall, in consultation with the requesting agency, review the statement of needs and the proposed project location. It shall thereafter submit an estimate of the cost of project planning to the Council along with a preliminary estimate of the cost of the entire project.
- C. Selection of architectural or engineering firm. If the Council determines that the proposed building project is financially feasible, it shall authorize the project building committee to recommend the selection of a firm of architects and/or engineers, as may be appropriate, to prepare plans for the building project. Such recommendation shall be made from among firms which respond to a request for proposals. Notice of such request for proposals shall be published at least once in each of two newspapers having circulation within the Town. The project building committee shall review the proposals and shall interview prospective candidates. It shall refer to the Council for approval the name of the architectural and/or engineering firm for selection. The Council shall select such firm or shall ask for further recommendations from said committee. It shall authorize the Town Manager to employ the firm so named and shall appropriate sufficient funds for the preparation of preliminary plans. If the Council disapproves of the recommendation, the project building committee shall make another recommendation and refer it to the Council for its action. If the project building committee is

unable to report to the Council the name of another architectural and/or engineering firm within 15 days following the Council's disapproval or the Council disapproves of said committee's recommendation for a second time, the Council shall select the architectural and/or engineering firm and authorize the Town Manager to employ it.

- D. Proposed location. The location for the proposed building project shall be referred by the Council to the Town Plan and Zoning Commission for its review consistent with C.G.S. § 8-24.
- E. Preparation of preliminary plans. The project building committee shall work with the architects and/or engineers on the preparation of preliminary plans. In so doing, it shall consult with the requesting agency. There shall be such joint meetings of the Council, the project building committee, and the requesting agency as may be deemed necessary. Upon completion, the project building committee shall submit the preliminary plans and cost estimates for the project to the requesting agency for its recommendation. After action by the requesting agency, the preliminary plans and cost estimates shall be submitted by the project building committee to the Council for its action.
- F. Revision of preliminary plans. If, in the judgment of the Council, the resources of the Town are inadequate to finance the estimated cost of the building project, the Council shall so notify the project building committee and the requesting agency and shall advise them of how much the cost is to be adjusted. The project building committee shall thereupon work with the architectural or engineering firm to determine how the cost of the building project may be revised to a level acceptable to the Council. If the function or size of the facility as specified in the statement of needs must be modified, the project building committee shall confer with the requesting agency to determine where adjustments may best be made.
- G. Appropriation. Should the Council approve the preliminary plans, it may appropriate the funds necessary for undertaking the project consistent with Article VIII of the Town Charter, provided that the Council shall have the option of proceeding to have final plans developed consistent with Subsection H hereto prior to taking action on such appropriation.
- H. Preparation and approval of final plans. When the Council so directs, the project building committee shall, with the help of the retained architect or engineer, prepare final plans, cost estimates, a project budget and specifications for presentation to the Council. In so doing, it shall confer with the requesting agency and, upon completion, shall submit same to the requesting agency for comment and recommendation. Thereafter, the project building committee shall submit such final plans, cost estimates, project budget and specifications to the Council for its approval and for authorization to proceed with the construction of the building project.
- I. Competitive bids. Following the Council's authorization to proceed with construction of the project, the project building committee shall secure competitive bids for construction or alteration through the purchasing agent in conformance with § C-815 of the Town Charter. The project building committee shall present to the Council for review a final project budget once bids are received. Upon acceptance of a bid, the Council shall authorize the Town Manager to execute appropriate contracts to accomplish such construction.
- J. Construction procedure. The Town Manager shall serve as the project building committee's agent in supervising the construction or alteration of the building project, meeting with the architect or engineer, contractor and project building committee when necessary. The Town Manager shall be authorized to approve change orders and disbursements within the project budget or as approved by the Council. The Town Manager shall be authorized to approve contract payments upon certification by the architect and/or engineer that, based on on-site observation, the work and charges are in accordance with contract documents.
- K. Project management coordination or supervision. If the project building committee determines that consultant services for project management or coordination are needed, and the approved budget allows for such service, it shall, after soliciting competitive proposals and interviewing qualified

candidates, recommend a candidate to the Council for its action. If the Council fails to approve of the recommendation, the project building committee shall make another recommendation and refer it to the Council for its action. If the project building committee is unable to report to the Council the name of another candidate within 15 days following the Council's disapproval, or if the Council disapproves of said Committee's recommendation for a second time, the Council may make its own selection or determine the selection is unnecessary. Employment of the person, firm or corporation so selected shall be by contract approved by the Council and executed by the Town Manager. If consultant services for project management or coordination are deemed unnecessary, the Council may authorize the Manager to appoint a clerk of the works in conformance with the Town Charter to furnish project supervision and oversee the day-to-day operation of the construction, provided that the approved project budget allows for such a position. The clerk of the works shall attend all meetings of the project building committee, including job meetings, meetings of the full committee and joint meetings between the committee and the Council or requesting agency. Committee members who wish to may attend job meetings. The clerk of the works shall maintain a daily log of all events at the job site. Any minutes of job meetings shall be distributed, and copies of the bid specifications and construction contract shall be made available to building committee members.

L. Modifications or changes during construction.

- (1) The project building committee shall be authorized and responsible to administer the project within the financial constraints of the project budget. If an emergency or extraordinary situation arises which precludes the committee from obtaining Council approval and requires a modification or change in the contract which does not affect the financial constraints of the project budget, the Town Manager may certify that an emergency or extraordinary situation exists. Emergencies are situations in which the project would be seriously hampered or in which public peace, health and safety are seriously threatened. "Extraordinary conditions" are defined as conditions that are not known until after an operation has begun and that require unanticipated parts, equipment or materials to complete the operation. Prompt written notification of such situations should be brought to the requesting agency and the Town Council's attention.
- (2) If the committee determines that additional funding is needed above that requested in the project budget, it must refer the request to the requesting agency for comment and to the Town Council for review and approval. Major changes which will affect the function or size of a Town facility or building project that arise during construction shall be referred for comment to the requesting agency and to the Council for review and approval. When a request for additional funding is made to the Council, an accounting of the financial receipts, commitments and expenditures to date must accompany the request. Any change order requiring an increase in cost above the original construction contract shall be subject to the approval of the Director of Finance as to the availability of funds.

M. Final acceptance. After construction and/or alteration of the building project has been completed to the satisfaction of the project building committee, as-built plans for the project have been received from the architect and/or engineer, and the requesting agency has been asked for its comments, the project building committee shall refer the facility to the Council for acceptance with a report on the status of the facility and the comments of the requesting agency together with any applicable warranties, guarantees, service manuals, surety bonds, original drawings, as-built drawings, clerk of the works' work log, etc., and operator training. When a project has been fully and satisfactorily completed and a final report has been received from the project building committee's Chairperson and the project has been accepted by the project building committee, the requesting agency and the Council, and the building committee has been dismissed, after all outstanding bills have been paid and the Town's independent annual audit has been completed, all unexpended balances in the building project's funds shall revert to the Town's general fund.

Article XI
Emergency Medical Service Committee

[Adopted 5-23-1995 by Ord. No. 9395-4 (§§ 2-102 to 2-105 of the 1974 Code)]

§ 8-46 Establishment.

Pursuant to Article VI, § C-612, of the Charter of the Town of Newington, the Town Council hereby establishes an Emergency Medical Service (EMS) Committee consisting of five members.

§ 8-47 Composition.

The Emergency Medical Service Committee shall consist of five members of which no less than three shall be active members of the Town's three public safety organizations (one each from fire, police and volunteer ambulance), but no more than two from each, and no less than one member shall be from the public, but no more than two. The appointments shall be made so as to have a staggered membership. Two appointments shall expire in an odd-numbered year, and three appointments shall expire in an even-numbered year. Each member is to serve a full two-year term which shall expire on December 31. Each member shall serve without compensation. A quorum can only be achieved if at least three members are present.

Commented [9]: Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. III).

§ 8-48 Responsibilities and duties.

A. The Committee shall as its first order of business:

- (1) Elect a Chairperson, Vice Chairperson, Secretary and Treasurer;
- (2) Establish bylaws and adopt Robert's Rules of Procedure;
- (3) Establish a meeting schedule; and
- (4) Establish a budget.

B. The Committee shall have the following duties:

- (1) Recommend to the Town Council any changes in the commercial ambulance/paramedic firm to serve the Town.
- (2) Monitor contractual service levels and make appropriate recommendations to the Town's volunteer ambulance association and the Town Council.
- (3) Oversee the commercial ambulance firm providing service to the Town.
- (4) Recommend to the Town Manager any penalties due to poor performance as defined in the contract with the commercial ambulance/paramedic firm serving the Town.
- (5) Adjudicate disputes related to EMS services.
- (6) Maintain liaison with the volunteer ambulance association.
- (7) Assist the volunteer ambulance association in the training of members, if requested by the volunteer association.
- (8) Prepare budgetary requests to the Town Council.
- (9) Conduct public relations and public education programs on EMS service.
- (10) Make annual reports to the Town Council.

(11) Have full discretion to expend funds within appropriations made to it by and within the accounting and purchasing procedures of the Town. The Committee may also accept donations which it shall be free to use as it deems necessary. It shall maintain records of its income and expenses and include this information as part of its annual report.

(12) Adhere to all applicable regulations as may from time to time be established by the federal and state governments.

§ 8-49 Indemnification.

The members of the Committee shall be indemnified and be covered by the Town's insurance in the performance of their duties.

~~Article XII~~
~~Committee on Community Safety~~

~~[Adopted 8-12-2008 by Ord. No. 0709-3]~~

~~§ 8-50 Establishment.~~

~~Pursuant to Article VI, § C-612, of the Charter of the Town of Newington, the Town Council hereby establishes a Committee on Community Safety.~~

~~§ 8-51 Purpose.~~

~~The Committee shall be established as a forum for the public to voice its safety concerns, to understand those safety concerns, and to suggest solutions to the Newington Town Council.~~

~~§ 8-52 Membership; terms.~~

~~The Committee shall consist of seven members from the public. The members of the public shall be appointed by the Town Council and shall have staggered four-year terms. Initially four members shall be appointed for a term expiring on November 30, 2011, and three members shall be appointed for a term expiring on November 30, 2009.~~

~~§ 8-53 Liaisons; terms.~~

~~The Town Council shall appoint three liaisons, the Board of Education shall appoint two liaisons, and the Youth Adult Council shall appoint one liaison. The liaison appointments shall expire coterminous with the Board or Council represented.~~

~~§ 8-54 Meetings.~~

~~This Committee shall, as its first order of business, elect a Chairperson and establish a meeting schedule. The Committee shall meet at least once a year. Meetings may be called by the Chairperson or by petition of any three members.~~

~~§ 8-55 Staff support.~~

~~The Committee shall be staffed by the Director of Human Services. If the assistance of additional Town staff is sought, the Chairperson of the Committee on Community Safety shall present such a request to the Town Manager.~~



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Tanya D. Lane, Town Manager
Date: November 17, 2016
Re: Discussion: MDC

Recently, there have been several discussions among the Metropolitan District (MDC) and its member towns (Newington, Hartford, East Hartford, East Windsor, Bloomfield, Rocky Hill and West Hartford) regarding the City of Hartford's potential inability to pay its share of MDC sewer fees should it enter into bankruptcy.

In the event the City of Hartford defaults on its payments the remaining member towns could be responsible for paying Hartford's share of the MDC sewer fees. To protect itself the MDC is proposing to establish a reserve, to which the other member towns will be mandated to contribute. Potentially, Newington's share could be \$1.4 million. If this occurs this reserve policy has a devastating impact on the upcoming budget process.

This complex situation continues to evolve with new information becoming available daily. There will be an item on the November 22 Town Council agenda to provide information to the Councilors and public on where Newington stands at the moment. MDC staff and Newington's representatives from the MDC Board will participate in this discussion.

From: Miner, Elizabeth [<mailto:Elizabeth.Miner@Saputo.com>]
Sent: Tuesday, July 19, 2016 1:15 PM
To: DeMaio, William <WDeMaio@NewingtonCT.Gov>
Cc: Braden, Debbie <Debbie.Braden@Saputo.com>; Lopez, Roque <Roque.Lopez@saputo.com>
Subject: Saputo Legacy Program

Good afternoon Mr. DeMaio,

It was a pleasure meeting you at the "Concert in the Park" a few weeks ago. I would like to thank you for allowing me to speak with you about Saputo's Legacy Program.

Saputo produces, markets, and distributes a wide array of dairy products of the utmost quality, including cheese, fluid milk, extended shelf-life milk and cream products, cultured products and dairy ingredients. Saputo is one of the top ten dairy processors in the world, the largest cheese manufacturer and the leading fluid milk and cream processor in Canada, the third largest dairy processor in Argentina, and the fourth largest in Australia. In the US, Saputo ranks among the top three cheese producers and is one of the largest producers of extended shelf-life and cultured dairy products.

In January 2013, Saputo Inc. acquired Morningstar Foods, LLC a subsidiary of Dean Foods Company, today known as Saputo Dairy Foods USA. SDFUSA has ten dairy plants throughout the US, one of which is located in Newington.

Saputo is proud to sponsor a Legacy Program where it sets aside 1% pre-tax profits to invest into the communities where we are present. The Saputo Legacy Program supports local improvement with the intention of creating a lasting Saputo legacy in the community. The scope of the program is to motivate communities to adopt a healthy-living lifestyle through good nutrition and active lifestyles, especially through sports. As a resident and an employee, I am excited that Saputo, is committed to investing in the community, benefiting many.

Criteria

- Maximum of \$25,000 will be donated per project
- Naming rights for ten years; including permanent signage
- Organization must be a 501©3
- Project must have a vision/focus/mission that fits within the Saputo scope of motivating communities to adopt a healthy-living lifestyle through nutrition and physical activities

Proposals must include:

- Information about the organization
- Current capacity or state of activity and future state (how will the money change the capacity/activity)
- Breakdown of cost of work (may need a copy of vendor's bid for work)
- Specs on space

- Terms of naming rights for donation

Examples of projects:

- score board at an athletic field or school gymnasium
- a sports field overhaul
- exercise stations at Mill Pond or Community Center
- playground overhaul/enhancement

Project submissions are reviewed on a quarterly basis (Jan, Apr, Jul and Oct) by our Corporate Donation committee. Only one project, per community meeting our social commitment objectives will be approved. We are not able to support projects which are personal, artistic, religious or political in nature.

I would greatly appreciate it if you would take a few moments to provide me with a few project proposals that I can submit for review.

Please contact me if you have any questions.

Thank you in advance.

Elizabeth Miner
HR Generalist
Human Resources

Saputo
Saputo Dairy Foods USA, LLC
100 Milk Lane
Newington, CT, USA 06111

Tel: 860-666-1511 / Fax: 860-667-9274 / Direct: 860-594-3724 / Cell: 860-335-3090
Email: elizabeth.miner@saputo.com
www.saputo.com

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This communication may contain privileged or confidential information. If you are not the intended recipient or received this communication by error, please notify the sender and delete the message without copying or disclosing it.



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Town Manager)
Date: November 17, 2016
Re: Parks and Recreation Grant Award – Saputo

Recently, the Parks and Recreation Department learned that it has been chosen to receive grant funding in the amount of \$25,000 from Saputo Dairy Foods USA, LLC for the purchase and installation of outdoor exercise equipment along the Mill Pond Park walking trail. For the donation, Saputo will receive naming rights to the area containing the exercise equipment for ten years.

Please see the attached draft “Donation and Naming Rights Agreement” between Saputo and the Town. Town Attorney Ben Ancona has reviewed the draft and recommended that it be presented to the Council for discussion and consideration, with emphasis on the following items:

- 1) Naming rights by a private company on public property
- 2) The proposed location of the exercise equipment near Mill Pond.

Parks and Recreation Superintendent Bill DeMaio will be in attendance at the November 22 meeting to discuss and answer Council questions on the item.

Please also see the attached July 19, 2016 email from Saputo representative Elizabeth Miner with more information about the program.

Attach.

DONATION AND NAMING RIGHTS AGREEMENT

This Donation and Naming Rights Agreement (“**Agreement**”) is entered into as of November 18, 2016 (“**Effective Date**”), by and between the Town of Newington, a government non-profit entity, located at 131 Cedar Street, Newington, CT 06111 (“**Newington**”) and Saputo Dairy Foods USA, LLC., a Delaware corporation having its head office at 2711 North Haskell Avenue, Suite 3700, Dallas, TX 75204 (“**Saputo**”). Newington and Saputo are referred to herein collectively as the “**Parties**” and, each, as a “**Party**”.

WHEREAS Newington, through its Parks and Recreation Department, has submitted a request for donation to Saputo for the purchase and installation of outdoor exercise equipment along the Mill Pond Park Walking Trail located in Newington, CT, the whole as described in more detail in **Exhibit A** attached hereto (the “**Project**”);

WHEREAS Saputo intends to give to Newington \$25,000 (the “**Donation**”) to be used by Newington to pay for the costs of the Project; and

WHEREAS the Parties agree that the Donation gives rise to certain naming rights identified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Term.**

- 1.1 The term of this Agreement is ten (10) years, beginning on the Effective Date and ending on November 18, 2026 (the “**Term**”).
- 1.2 Saputo has the right of first refusal after the initial Term. Within a reasonable notice, but not later than August 1, 2026, Saputo shall make a written offer to Newington to renew the Agreement on such terms and conditions as Saputo, in its sole discretion, shall deem reasonable. Newington shall have ninety (90) days to accept, reject or offer a counter proposal in writing. Failure of Newington to respond in writing to the offer shall be deemed a rejection of the offer. If Newington rejects Saputo’s offer, Saputo shall have the right to request that Saputo’s marks, a list of which is attached hereto as **Exhibit B** and which may vary from time to time (the “**Marks**”), be promptly and completely dissociated and removed from the Project at Newington’s expense.

2. **Obligations of Saputo.**

- 2.1 Saputo hereby agrees to give the Donation to Newington. The Donation shall be accomplished by the delivery, concurrent with execution of this Agreement, of a check in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000), the receipt of which by Newington is hereby acknowledged.
- 2.2 Saputo agrees to obtain prior authorization of Newington before production, printing or communication of material or documents related to this Project bearing the signature (logo) or images of Newington.

3. **Obligations of Newington.**

- 3.1 Newington shall use the Donation to pay for the Project.

- 3.2 Subject to the approval of Newington and consistent with all applicable regulations and by-laws, the fitness center will henceforth be named the “Saputo Fitness Center” for the duration of the Term. If approval has not already been obtained prior to execution of this Agreement, Newington agrees to process such approval within a reasonable time.
- 3.3 The Saputo name or Marks shall be recognized on appropriate signage within the Project for the Term and any renewal term, if any. The signage costs shall be paid by Newington. Any subsequent signage, whether for purposes of changing the name or for repair purposes, shall be borne by Newington and approved by Saputo, unless part of routine maintenance by Newington, and shall be accomplished in a manner and with materials similar to the initial signage.
- 3.4 The design, placement, size and specifications of the sign shall be determined at a later date after discussion and upon approval by Saputo.
- 3.5 Newington shall contact Saputo to finalize appropriate recognition information before the signage is installed or communicated. Newington must send Saputo the material mentioning the Donation or featuring Saputo’s Marks at least forty-eight (48) hours prior to production or communication in order to allow sufficient time for Saputo to review, authorize and make changes, as needed.
- 3.6 Newington shall recognize Saputo at a presentation event such as a ground breaking ceremony or check presentation event. The date and time of the event are to be determined at a later date and upon mutual agreement between the Parties.
- 3.7 Newington agrees that any communication to media regarding the Donation or Saputo’s involvement in the Project shall be coordinated with and approved by Saputo.
- 3.8 Newington must keep all documents related to expenses incurred and realized in the framework of this Project and shall provide a report to Saputo upon request, at the completion of the Project.
- 3.9 Newington grants to Saputo exclusivity of sponsorship, advertising and promotion of dairy products within and around the Project for the duration of the Term. Newington agrees not to offer, negotiate or enter into any agreement which provides visibility to Saputo’s competitors, as shall be identified by Saputo from time to time, or other companies active in the dairy sector during the Term, without prior written approval from Saputo, which approval may be withheld at its sole discretion.
- 3.10 Newington shall be responsible for the administration and maintenance of the Project and shall ensure the good and clean state of the signage displaying the Marks.

4. **Communication and Notices.**

- 4.1 The Parties will ensure positive and comprehensive collaboration and ongoing communication from the representatives for the Term.
- 4.2 All communication and notices between the Parties shall be in writing and deemed to have been received by the addressee if delivered in person, sent by registered mail, fax or by email as follows:

To Newington
Tanya Lane
Town Manager
Town of Newington
131 Cedar Street
Newington, Connecticut 06111
Fax: 860-665-8510
Email: tlane@newingtonct.gov

To Saputo
Debbie Braden
Internal Communications Manager
Saputo Dairy Foods USA, LLC
2711 North Haskell Avenue
Suite 3700
Dallas, TX 75204
Tel: 214-863-2442
Email: debbie.braden@saputo.com

With a fax copy to
Legal Department
Fax: 514-328-3322

5. **Acknowledgments and Representations.**

5.1 Saputo hereby acknowledges:

- a) That Newington has made no representations, other than those contained herein, regarding the benefits or implications of this Agreement on Saputo's tax liability, or the tax liability of Saputo's beneficiaries, trustees or trustors. Saputo has thoroughly investigated the tax benefits or tax implications of this transaction for itself, has had the opportunity of discussing this transaction with legal and financial advisers, and has decided to proceed with this transaction solely on the basis of its own investigation; and
- b) That Newington has made no representation regarding the value of the Donation or the effect of the granting of positioning of the Marks on such value.

5.2 Newington hereby acknowledges:

- a) That it shall be responsible for the planning, design and construction and upgrading of the Project; and
- b) That it shall be responsible for the construction, maintenance and operation of the Project and any liability arising therefrom and that Saputo shall not, in any way, be considered the responsible Party for the Project.

5.3 Saputo represents:

- a) That it has full power and authority to execute and enter into this Agreement. This Agreement constitutes a valid and binding agreement by Saputo enforceable in accordance with its terms.

- 5.4 Newington represents:
- a) That it has full power and authority to execute and enter into this Agreement. This Agreement constitutes a valid and binding agreement by Newington enforceable in accordance with its terms; and
 - b) That it is a local government organized as the Town of Newington and as such the Donation qualifies as a charitable contribution in accordance with section 170 (c)(1) of the Internal Revenue Code.
- 5.5 The rights granted to Saputo herein constitute the sole rights of Saputo under this Agreement; Saputo has no property right on the Project.
- 5.6 Except as provided for herein, Newington agrees that it acquires no rights to the Marks under this Agreement.
- 5.7 This Agreement does not create a public forum for public expression.
- 5.8 The representations and warranties of Newington and Saputo herein shall survive for a period of one (1) year after the Effective Date.

6. **Indemnification.** Newington shall indemnify, defend and hold Saputo harmless from and against any and all claims, demands, damages, liabilities, losses, judgments, assessments, costs and expenses (including reasonable attorneys' fees) which may be asserted by anyone against Saputo (or their respective agents or employees) based upon or related to any harm or injury of any type arising out of the construction or use of the signage, the Marks and/or the Project.

7. **Insurance.** Newington shall provide a full hold harmless clause in favor of Saputo for any third party liability claims including but not limited to property claims, bodily injury claims and advertising liability claims.

Newington must provide Saputo with the following proof of insurance:

- 7.1 General Liability policy with a limit per occurrence of at least \$2,000,000 to cover physical damage and bodily injury including death. Such policy must include an advertising legal liability and a contractual liability endorsement and must be endorsed to add Saputo Dairy Foods USA, LLC as an additional insured. Such policy must also be primary over any other policy made available to Saputo. Combination of primary coverage and excess follow form coverage is accepted to meet the required limit of insurance.
- 7.2 Such policy must be subscribed with an insurance carrier having an AM Best rating of at least A-.
- 7.3 A certificate of insurance evidencing the required coverage must be provided to Saputo upon execution of this agreement and must include a policy cancellation written notice based on Newington's insurance policy wording.
- 7.4 A copy of the endorsement to add Saputo Dairy Foods USA, LLC as an additional insured must also be provided upon execution of this Agreement.

8. **Costs and Attorneys' Fees.** Should any litigation be commenced between the Parties hereto concerning this Agreement, or the rights and obligations of either Party in relation to this Agreement:

8.1 The prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted by a competent court of law, to its costs, including reasonable attorney and expert fees.

8.2 Except as provided in section 8.1, each Party shall bear its own costs and fees, including attorneys' fees and any expert fees.

9. **Assignment; Transfer.**

9.1 This Agreement shall be binding on the Parties and their successors and permitted assigns. Neither Party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Saputo may assign its rights and obligations under the terms of this Agreement to any entity directly or indirectly controlled by its parent company, Saputo Inc.

9.2 Newington shall comply with Saputo's request to change the original Marks, at the cost of Saputo, when there has been a change in ownership, change in business/organization or cessation of business/organization.

10. **Termination.**

10.1 Newington shall be entitled to terminate this Agreement by delivery of a notice to Saputo declaring such termination, upon the occurrence of the following:

- a) Saputo breaches or fails to observe or perform, in a material respect, its payments required under this Agreement, unless cured within thirty (30) business days following the reception of notice from Newington; or
- b) Saputo is wound-up, discontinued, liquidated, dissolved or its existence is otherwise terminated or if it ceases to carry on business or its business is otherwise discontinued.

10.2 Saputo shall be entitled to terminate or renegotiate the terms of this Agreement by delivery of a notice to Newington, as may be the case, declaring such intent, upon the occurrence of the following:

- a) Newington breaches or fails to observe or perform, in a material respect, any of its obligations, covenants or responsibilities under this Agreement, unless within thirty (30) business days after notice from Saputo specifying the nature of such breach or failure, Newington cures such breach or failure;
- b) Elected officials, directors, officers or other representatives of Newington, commit any act which, in Saputo's judgment, shocks, insults, or offends the community, or which has the effect of ridiculing public morals and decency and, in Saputo's own opinion, alters or damages the reputation or the value of the Marks or Saputo's products or business; or

- c) The Project bearing Saputo's Marks is not maintained adequately, and therefore, in Saputo's sole opinion, alters or damages the reputation or the value of Marks, name, products or business.

Upon the occurrence of one of the above events, Saputo shall be entitled to terminate this Agreement by delivery of a notice to Newington declaring termination. Upon delivery of such notice by Saputo to Newington, Saputo shall have no further obligation to make any payment to Newington under this Agreement, Saputo shall be entitled to request that the Marks be promptly and completely removed from the Project, all at Newington's entire expense, and that Newington reimburse the Donation to Saputo on a pro rata basis.

11. **Conflict of Interest.**

11.1 To the extent that Newington and/or any elected officials, directors, officers or other representatives of Newington is/are "Governmental Official(s)", as defined below, then Newington, upon execution of this Agreement, represents and warrants as follows:

- a) that Newington has made full disclosure to Saputo thereof; and
- b) that Newington has fully disclosed the existence of this Agreement to the relevant Government Officials, and has obtained any and all required approvals related hereto.

11.2 For the purpose of this Conflict of interest clause, the term "**Government Official**" refers to individuals who are, whether paid or unpaid:

- a) employees or experts of the government or a governmental entity; or
- b) in other governmental positions, including positions with the USDA, FDA or other similar government organisations.

11.3 Newington agrees to advise Saputo to the extent that their status changes during the Term of this Agreement. Newington hereby agrees that they shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to the Donation under this Agreement, to government or political party officials, candidates for public office or representatives of other businesses or persons acting on their behalf, where such payment is for the purpose of influencing decisions or actions with respect to any aspect of Saputo's business.

12. **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties concerning the Donation, the Project and their respective rights and obligations in connection thereto. Any prior or other agreements or representations between the Parties regarding those matters are null and void unless expressly set forth in this Agreement.

13. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

14. **Confidentiality.** During the Term and all times thereafter, the Parties agree to maintain the confidentiality of this Agreement and undertake not to disclose its terms to third parties without the explicit consent of the other Party or if required by law. Parties may, however, announce the partnership arising from this Agreement without disclosing its terms.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue for any action related to this Agreement shall be filed and prosecuted before the competent court of law located in the State of Illinois.

16. **Time of Essence.** Time is of the essence in the performance of the Parties' obligations under this Agreement.

17. **Recitals.** The recitals set forth at the beginning of this Agreement, including any recitals of consideration, are conclusive proof of the truthfulness thereof as between the Parties hereto, and are hereby fully incorporated by reference into this Agreement.

18. **Exhibits.** All exhibits and schedules attached to this Agreement are hereby incorporated into this Agreement as though fully set forth herein.

19. **Cooperation in Drafting.** The Parties acknowledge that this Agreement has been drafted by the Parties and no one Party shall be construed as the draftsman.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date indicated below.

SAPUTO DAIRY FOODS USA, LLC

TOWN OF NEWINGTON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

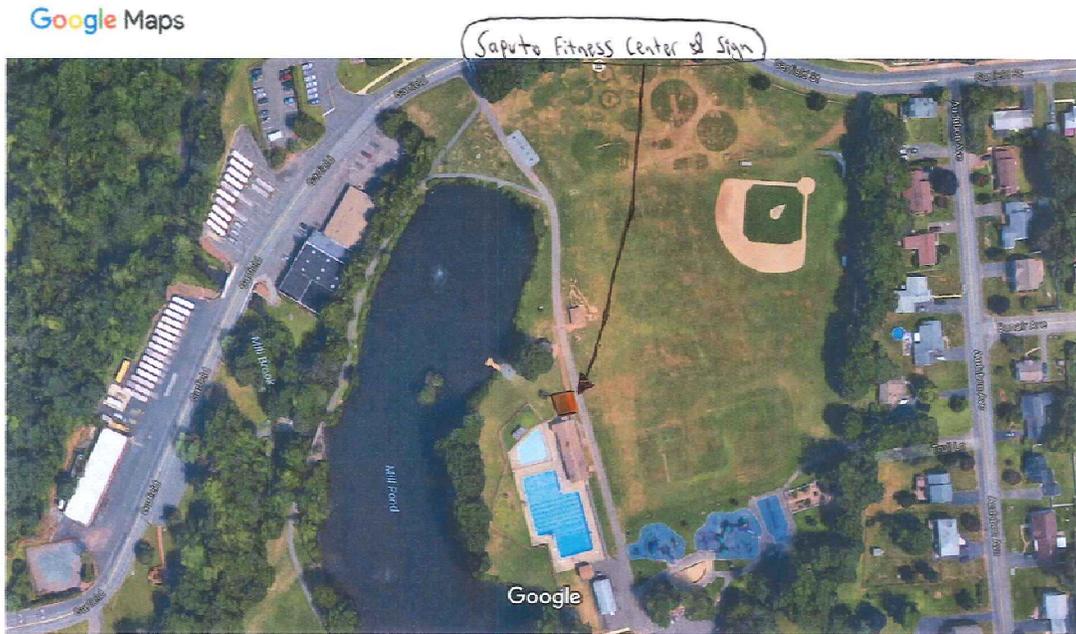
Title: _____

EXHIBIT A

PROJECT DETAILS

Project Budget for Saputo Fitness Center:

Description	Total
Excavation and Concrete Work	\$6,220.00
Installation	\$1,250.00
Equipment Cost	\$15,000.00
Construction Contingency	\$1,123.00
Saputo Sign	\$400.00
Instructors for Orientation Classes	\$507.00
Amenities (Sanitizing station, garbage barrels, picnic table, etc.)	\$500.00
Total	\$25,000.00



Imagery ©2016 Google, Map data ©2016 Google 100 ft

<https://www.google.com/maps/@41.6947435,-72.7294164,277m/data=!3m1!1e3?hl=en>

10/3/2016

EXHIBIT B

SAPUTO MARKS

Saputo Marks include, but are not limited to, logos, trademarks, business name, website address, links to social media pages or other reference.

The Saputo Inc. logo, used under permission by Saputo, will be the preferred logo used for all communication and visual material relating to this Agreement. Saputo will provide to Newington the graphic standards for use of this logo:



Saputo



Saputo



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Town Manager)
Date: November 18, 2016
Re: Discussion: Bulk Pickup Fees

Per Council request there will be an item on the November 22 Town Council agenda to discuss the Highway Department's bulk pickup program and fees. Assistant Highway Superintendent Ron Hillman will be in attendance for this discussion.

Attached, please see information regarding bulk pickup data and costs for Newington and other comparable towns.

Attach.

NEWINGTON BULK COLLECTION FY 2015-2016

Number of stops homes/condos	Cost per stop	Total stop (collection) cost	Disposal tonnage	Cost per ton	Total disposal cost	Mattresses collected	Disposal cost per mattress	Total mattress disposal cost	TV collection number of stops	Cost per stop	Total Tv collection costs	Total bulk collection/disposal costs FY 15-16
6060	\$ 10.50	\$ 63,630.00	379	\$ 62.37	\$ 23,638.23	1325	\$ 10.00	\$ 13,250.00	535	\$ 11.00	\$ 5,885.00	\$ 106,403.23

SURROUNDING TOWN BULK PROCEDURES

<u>Town</u>	<u>Collection frequency</u>	<u>Cost</u>	<u>Limit</u>	<u>Mattresses</u>	<u>Notes:</u>
Wethersfield	Weekly	\$25.00 per stop	5 items per stop	\$25.00 each	Collection managed by private contractor
West Hartford	Weekly	\$36.00 per stop	3 cubic yds.	\$45.00	Collection managed by private contractor
Berlin	Weekly	No Charge	5 items per week	No Charge	Collection managed by private contractor
Farmington	Twice, annually	No Charge	2 large items unlimited small	No Charge	Collection managed by private contractor
Rocky Hill	Daily	No Charge	2 items per day	No Charge	Collected by Town forces



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Town Manager)
Date: November 16, 2016
Re: Annual DEMHS Region 3 Homeland Security Grant Program

Attached is a "Memorandum of Agreement Regarding Use of Federal Fiscal Year 2016 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEHMS Region 3".

The Town is requested to authorize the State of Connecticut DEMHS to act as the Town's agent for retention and administration of grant funds totaling \$1,668,969 on behalf of local units of government, for the following seven regional set-aside projects:

1. Expand Regional Collaboration
2. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure
3. CBRNE Detection
4. NIMS/ICS Training and Exercise
5. Metropolitan Medical Response System
6. Citizen Corps Program
7. Medical Preparation and Response

Fire Marshal Chris Schroeder will be in attendance at the November 22 Town Council meeting for discussion. If the Council concurs, a resolution will be on the next meeting agenda for consideration. The Memorandum of Agreement must be approved no later than January 11, 2017.

Attach.



**FFY 2016 STATE HOMELAND SECURITY GRANT PROGRAM
Region 3 MEMORANDUM OF AGREEMENT**



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

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

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

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

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



**FFY 2016 STATE HOMELAND SECURITY GRANT PROGRAM
Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



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

1. Instructions for: _____

Received by: _____

For the MOA:

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

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2016 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

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

2. Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

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

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 11, 2017

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2016 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2016 State Homeland Security Grant Program (SHSGP), Award No. EMW-2016-SS-00091. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2016 SHSGP in the total amount of \$1,668,969 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including _____ – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. _____ is eligible to participate in those Federal Fiscal Year 2016 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$45,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2016 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,668,969 in furtherance of the seven regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,668,969 for the purpose of supporting the allocations and uses of funds under the

2016 SHSGP consistent with the 2016 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments & _____ Responsibilities.

_____ also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2016 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (an additional \$45,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2016 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2016.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2016 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

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

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

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

3. Appendix A.

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

4. Responsibilities of Custodial Owner

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

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

5. Responsibilities of the REPT.

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

6. Assignment of Asset(s).

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

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

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

B. Authority to Enter Agreement.

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

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving _____ written notice of such intention at least thirty (30) days in advance.

Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

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

E. Litigation.

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

F. State Liability.

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

G. Audit Compliance.

If _____ through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. _____ agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

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

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. _____ agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

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

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

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

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

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

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

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

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

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

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

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

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

union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for _____ (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

M. Other provisions.

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

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

THE _____

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

The Capitol Region Council of Governments

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

HSGP Omnibus MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

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

By: _____ Date: _____
William P. Shea
Duly Authorized



Tanya D. Lane
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of the Town Clerk

James E. Krupinski CCTC
Town Clerk

Memorandum

To: Tanya D. Lane, Town Manager
From: James E. Krupinski, Town Clerk 
Date: November 10, 2016
Re: Resignation-Timothy Hutvagner, Alternate, Zoning Board of Appeals

I am attaching a copy of the Resignation by email that was received in the Town Clerk's office from Timothy Hutvagner who is resigning from the Zoning Board of Appeals. Mr. Hutvagner was serving a term from December 1, 2015 through November 30, 2019 as an alternate member.

Section 602 & 611(A) Town Charter

AGENDA ITEM: IX.A.1. _____

DATE: 10-22-16 _____

RESOLUTION NO. _____

RESOLVED:

That the Newington Town Council hereby accepts the resignation of Timothy Hutvagner as an alternate member of the Zoning Board of Appeals, in accordance with a communication dated November 10, 2016.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: IX.B.

DATE: 11-22-16

RESOLUTION NO: _____

RESOLVED:

That the Newington Town Council hereby makes the following appointment(s):

3. Commission on Aging and Disabled

9 Members--3 Year Term

Maximum from one party: 6

Name	Address	Party	Term	Replaces
Karen Brecher	120 Stagecoach Lane	R	12/1/2016 – 11/30/2019	Self (reappointment)
Patricia Hanbury	133 Southwood Road	R	12/1/2016 – 11/30/2019	Self (reappointment)
Jerilyn Nagel	1175 Willard Avenue	R	12/1/2016 – 11/30/2019	Self (reappointment)

10. Development Commission

6 Members; 3 Alternates

Maximum from one party: 6

Alternate Maximum from one party: 2

Name	Address	Party	Term	Replaces
Tina Lenares	76 Stonehedge Drive	R	12/1/2016 – 11/30/2019	Vacancy

12. EMS Committee

7 Members--2 Year Term

Maximum from one party: 5

Name	Address	Party	Term	Replaces
Scott Woods	77 Northwood Road	R	1/1/2017 – 12/31/2019	Self (reappointment)
Daniel Interlandi	633 Main Street	R	1/1/2017 – 12/31/2019	K. Zeigler (term exp. 12/31/16)

13. Environmental Quality Commission

7 Members: 5 Public/2 Industry

Maximum from one party: 5

Name	Address	Party	Term	Replaces
Public Rep: Frank Aieta	595 Church Street	R	12/1/2016 – 11/30/2019	New position
Public Rep: Dominic Pane	638 Church Street	R	12/1/2016 – 11/30/2019	New position

Public Rep: Michael Camillo	126 Willard Ave	R	12/1/2016 – 11/30/2019	New position
Public Rep: Joseph Trombetta	29 Cornish Drive	R	12/1/2016 – 11/30/2017	New position

14. Board of Ethics

7 Members: 2 Republicans; 2
Democrats; 3 Unaffiliated
2 Alternates

Name	Address	Party	Term	Replaces
Andrew Michael Follo	183 Williamstown Court	R	12/1/2016 – 11/30/2020	Self (reappointment)
Alternate: Judith Mortensen	43 Pepperbush Lane	R	12/1/2016 – 11/30/2020	Vacancy

15. Fair Rent Commission

5 electors appt. by Town Council--2
tenants; 2 landlords; 1 elector
3 Alternates--1 tenant; 1 landlord; 1
elector
Maximum from one party: 4
Alternate Maximum from one party: 2

Name	Address	Party	Term	Replaces
Alternate Elector: Nicole Pane	98 Pickens Drive	R	Immed. – 11/30/2017	Vacancy
Dwelling Unit Landlord: Frank L. Aieta	575 Church Street	R	12/1/2016 – 11/30/2017	Vacancy

17. Newington Historical Society and Trust

3 Members--3 Year Term
Maximum from one party: 2

Name	Address	Party	Term	Replaces
Esther Eddy	200 Church Street	R	12/1/2016 – 11/30/2019	Self (reappointment)
Jerilyn Nagel	1175 Willard Avenue	R	12/1/2016 – 11/30/2019	Self (reappointment)

19. John Wallace Wing Reconfiguration PBC

5 Members – 3 NTC, 2 BOE

Name	Address	Party	Term	Replaces
BOE Rep: Cindy Stamm	35 Judge Lane	D	BOE Term	New Position
BOE Rep: Robert Tofeldt	15 Seventh Street	R	BOE Term	New Position

20. Metropolitan District

1 Governor Appointment; 1 Council appointment

Name	Address	Party	Term	Replaces
Council Appt: Dominic Pane	638 Church Street	R	1/1/2017 – 12/31/2023	J. Klett (term exp. 12/31/16)

25. Board of Parks and Recreation

11 Members--4 Year Term
Maximum from one party: 8

Name	Address	Party	Term	Replaces
Michael Lenares	76 Stonehedge Drive	R	12/1/2016 – 11/30/2019	Vacancy

30. Tri-Town Community Cable Access Committee

3 Members--3 Year Term
Maximum from one party: 2

Name	Address	Party	Term	Replaces
John Donahue	28 Maple Hill Avenue	R	Immed. – 11/30/2018	Vacancy
Everett Weaver	87 Northwood Road	R	Immed. – 11/30/2018	Vacancy

31. Vehicle Board of Appeals

3 Members; 2 Alternates
Maximum from one party:2 (reg.
members)

Name	Address	Party	Term	Replaces
Joe Trombetta	29 Cornish Drive	R	Immed. – 11/30/2017	R. Klett (res. 3/21/16)

32. Zoning Board of Appeals

5 Members; 3 Alternates - 5 Year
Term
Maximum from one party: 4
Alternate Maximum from one party: 2

Name	Address	Party	Term	Replaces
Timothy Hutvagner	9 King Arthur Way	R	12/1/2016 – 11/30/2021	J. Richter (term exp. 11/30/16)
Nicole Pane	98 Pickens Drive	R	12/1/2016 – 11/30/2021	Self (reappointment)
Alternate: Michael Karanian	15 Valley View Drive	R	12/1/2016 – 11/30/2020	N. Pane (res. 9/2016)

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: X

DATE: 11-22-16

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$5,669.92 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 – NOVEMBER 22, 2016

BMW Financial Services 5550 Britton Pkwy. Attn: Tax Hilliard, OH 43026	\$1,185.45
James or Chris Thomas Melly 203 Holly Road Wakefield, R.I. 02879	\$198.95
Enterprise FM Trust 600 Corporate Park Road St. Louis, MO 63105	\$159.77
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$331.69
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$466.93
Honda Lease Trust 600 Kelly Way Holyoke, MA 01040	\$618.83
CCAP Auto Lease LTD 1601 Elm Street Dallas, TX 75201	\$91.62
Sunbelt Rentals Inc. 1540 Iris Drive S.W. Conyers, GA 30094	\$2,047.46
Bernadine Grocki 27 Lincoln Road Newington, CT 06111	\$126.55
Shanel Banks 36 Ralph Avenue Newington, CT 06111	\$40.53
Nissan Infiniti – LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$273.09
Toyota Motor Credit Corp. 19001 S. Western Avenue Attn: Product Operations WF 21 Torrance, CA 90509	\$91.23
Kelly Camillo 126 Willard Avenue Newington, CT 06111	\$37.82
Total	\$5,669.92