



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR ROY ZARTARIAN

NEWINGTON TOWN COUNCIL

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

AGENDA

February 9, 2016

7:00 p.m.

-
- I. PLEDGE OF ALLEGIANCE
 - II. ROLL CALL
 - III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone: 860-665-8736**)
(3 MINUTE TIME LIMIT PER SPEAKER ON ANY ITEM)
 - IV. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. FY 2016-17 Special Budget Meeting Schedule
 - B. Town Center Streetscape Project Phase VI CIP Transfer
 - C. Discussion: Disband Project Building Committees
 - D. Blight Ordinance Amendment Subcommittee
 - E. Update: Deming Young Farm
 - F. Town Manager Search Process & Subcommittee
 - V. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken by Waiving the Rules**)
 - A. Annual Visit with State Legislators
 - B. Discussion: ICMA-RC 401 Money Purchase Plan & Trust Restatement Adoption
 - C. Discussion: Renewal of Kellogg Eddy House Lease
 - D. Acting Town Manager's Contract (**Action Requested**)
 - VI. RESIGNATIONS/APPOINTMENTS (**Action May Be Taken**)
 - A. Appointments to Boards and Commissions
 1. Affordable Housing Monitoring Agency
 2. Commission on Aging and Disabled
 3. Balf-Town Committee
 4. Building Code Board of Appeals
 5. Capitol Region Council of Governments (CRCOG)
 6. Central Connecticut Health District Board of Directors (CCHD)
 7. Capital Improvements Committee
 8. Committee on Community Safety
 9. Conservation/Inland Wetlands Commission

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10. Development Commission
11. Employee Insurance & Pension Benefits Committee
12. Environmental Quality Commission
13. Board of Ethics
14. Fair Rent Commission
15. Newington Housing Authority
16. Human Rights Commission
17. Library Board of Directors
18. Newington CATV Advisory Council
19. Newington School Career Technical Program Renovation Project Building Committee
20. Open Space Committee
21. School Code Compliance Project Building Committee
22. Standing Insurance Committee
23. STEM Academy PBC
24. Town Hall Renovations Project Building Committee
25. Town Plan & Zoning Commission
26. Tri-Town Community Cable Access
27. Vehicle Appeals Board
28. Zoning Board of Appeals

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

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

- A. Special Meeting: January 16, 2016
- B. Special Meeting: January 20, 2016
- C. Regular Meeting: January 26, 2016

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

X. COUNCIL LIAISON/COMMITTEE REPORTS

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

XII. REMARKS BY COUNCILORS

XIII. EXECUTIVE SESSION RE: COLLECTIVE BARGAINING

XIV. ADJOURNMENT



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Assistant to the Town Manager (on behalf of Tanya D. Lane, Acting Town Manager)
Date: February 4, 2016
Re: Budget Meeting Schedule

Attached, please see the updated tentative Town Council special meeting schedule to consider the FY 2016-17 budget. The Council does not need to take action to schedule the special meetings but must vote to approve the dates of the two public hearings to be held during the budget session.

As per the discussion at the January 26 Council meeting, the budget adoption date has been moved to a special meeting of April 5, eliminating the need for a special meeting on April 19. The Council also discussed the possibility of cancelling the April 12 regular meeting, which takes place during school vacation.

Pursuant to Section 805 of the Newington Town Charter, two public hearings must be held on the proposed budget for fiscal year 2016-17. The public hearings are tentatively scheduled for the following:

Tuesday, March 8, 2016 – 7:00 p.m. (Town Manager's Proposed Budget)
Thursday, March 31 2016 – 7:00 p.m. (Town Council's Proposed Budget)

The Public Hearings will take place in the Town Hall, unless otherwise indicated.

A resolution is attached for Council consideration to schedule both public hearings and cancel the regular meeting of April 12.

Attach.

**NEWINGTON TOWN COUNCIL
BUDGET REVIEW SCHEDULE
2016-17 BUDGET – TENTATIVE (2/4/16)**

Date	Time	Place	Meeting	Schedule
Friday, Feb. 26				Council Receives Budget
Monday, February 29	7:00 p.m.	L-101	Special Meeting	<u>Departmental Budget Reviews</u> <ul style="list-style-type: none"> • Overview of budget and budget procedures • Revenues • General Government (Town Council, Town Manager, Courts, Elections, Finance, Town Attorney, Town Clerk/Records Administration, Personnel, General Services, Facilities Management, Information Technology) • Insurance/Misc. • MDC • Employee Leave Liability • Special Reserve Funds/Other Funds
Tuesday, March 1	7:00 p.m.	L-101	Special Meeting	<u>Departmental Budget Reviews</u> <ul style="list-style-type: none"> • Public Works (Engineering, Highway, Solid Waste) • Community Development and Improvements (Town Planner, TPZ, ZBA, Building Department, Conservation Commission, Economic Development Commission) • Health
Tuesday, March 8	7:00 p.m. 8:00 p.m.	L-101 (or Council Chambers if needed for PH)	Public Hearing Regular Meeting	<u>Town Manager's Proposed Budget</u> <ul style="list-style-type: none"> • Any Regular Council Business <u>Departmental Budget Reviews</u> <ul style="list-style-type: none"> • Board of Education
Thursday, March 10	7:00 p.m.	L-101	Special Meeting	<u>Departmental Budget Reviews</u> <ul style="list-style-type: none"> • Public Safety (Fire, Police, Street Lighting, Emergency Management, EMS, Hydrants) • Human Services • Senior and Disabled Center
Tuesday, March 15	7:00 p.m.	L-101	Special Meeting	<u>Departmental/Budget Reviews</u> <ul style="list-style-type: none"> • CIP • Debt Service • Equipment Reserve
Wednesday, March 16	7:00 p.m.	L-101	Special Meeting	<u>Departmental/Budget Reviews</u> <ul style="list-style-type: none"> • Library • Parks and Recreation/Grounds • Miscellaneous programs not previously discussed
Tuesday, March 22	7:00 p.m.	L-101 (or Council Chambers)	Regular Meeting	<ul style="list-style-type: none"> • Set Tentative Budget • Regular Council Business
Thursday, March 31	7:00 p.m. 8:00 p.m.	L-101 (or Council Chambers)	Public Hearing Special Meeting	Town Council's Proposed Budget Changes to proposed budget, if needed
Tuesday, April 5	7:00 p.m.	L-101 (or Council Chambers)	Special Meeting	Adopt Budget and Set Mill Rate
Tuesday, April 12		L-101	Regular Meeting Cancel?	Regular Agenda (Note: this meeting is held during school vacation and may be cancelled)
Tuesday, April 26	7:00 p.m.	L-101	Regular Meeting	Regular Agenda

AGENDA ITEM: IV.B.

DATE: 2-9-2016

RESOLUTION NO. _____

CERTIFICATION:

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

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
88114	Public Building Resurfacing Program	\$70,000

Ann J. Harter, Director of Finance

RESOLVED:

That the Newington Town Council hereby transfers the above-certified funds in Capital and Non-Recurring Expenditure Fund to the following accounts in Capital and Non-Recurring Expenditure Fund:

<u>Account Number</u>	<u>Title</u>	<u>Amount</u>
88628	Engineering Services – Town Center Streetscape	\$70,000

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Tanya D. Lane
Acting 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,
Acting Town Manager)

Date: February 05, 2016

Re: Discussion: Disband Project Building Committees

There will be an item on the February 9 Town Council agenda to continue the discussion regarding the possible disbanding of project building committees and the formation of a committee(s) to oversee various building projects.

If the Council concurs, a resolution may be passed at a future meeting.



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

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OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council

From: Jaime Trevethan, Asst. Town Manager (on behalf of Tanya D. Lane, Acting Town Manager)

Date: February 5, 2016

Re: Blight Ordinance Subcommittee

At the January 26 meeting, the Councilors discussed the creation and/or appointment of a Town Council subcommittee to consider amendments to the Town Code of Ordinances Chapter 182: Blighted Premises. The existing ordinance was adopted on July 24, 2012. A subcommittee consisting of Councilors Klett and Nagel and former Councilor Scott McBride worked with the Town Attorney and TPZ to draft the current ordinance. Recently, members of the Town Council have requested to reconvene a subcommittee to consider changes to the ordinance. Once the subcommittee makes its recommendation to the Council, the process for passing an ordinance amendment may commence.

Attached is a resolution for Council consideration to create and appoint the subcommittee.

Attach.



Tanya D. Lane
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TOWN OF NEWINGTON

131 CEDAR STREET
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OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: Jaime Trevethan, Asst. to the Town Manager (on behalf of Tanya D. Lane,
Acting Town Manager)
Date: February 05, 2016
Re: Deming Young Farm Update

On January 26, the Town Council reviewed the soil sample study results for the Deming Young farm, as submitted by Rema Ecological Services, LLC. There will be an item on the February 9 Council agenda to further discuss the issue.

Attach.



- Ecology
- Soil & Wetland Studies
- Water Quality Monitoring • GPS
- Environmental Planning & Management
- Ecological Restoration & Habitat Mitigation
- Aquatic, Wildlife and Listed Species Surveys
- Application Reviews • Permitting & Compliance

January 21, 2016

Town of Newington
Engineering Department
131 Cedar Street
Newington, CT 06111

ATTN: Christopher Greenlaw, P.E.
Town Engineer

RE: *Soils Investigations a MDC Staging Area*
Deming-Young Farm, Church Street, Newington, CT
REMA Job No.: 15-1886-NEW36

Dear Mr. Greenlaw:

As requested by the Town Manager's office, per direction of the Town Council, on December 15th, and 17th, 2015, Rema Ecological Services, LLC (REMA) conducted subsurface soil investigations, and soil sampling, on a roughly 0.8-acre area, within a portion of the above-referenced town-owned property (see Figure A, attached).

The subject area ("the site"), which encompasses roughly 0.8 acres, had been used as a staging area for a MDC sewer project in Newington, in 2013. Subsequently, sometime in 2014, the site was restored to a grassy field (see Figures 1, 2, and 3).

The primary purpose of the soil investigations and soil sampling was to conduct an evaluation of the restoration efforts at the site, and based on this, to make recommendations to improve, if necessary, upon the conditions encountered. Specifically, the objectives of the commissioned investigation included, but are not limited to, addressing the following:



1. Is there an abundance of foreign or alien (i.e. non-native) material within the topsoil layer or the subsoil of the staging area (e.g. metal, tile, plastic, asphalt, etc.)?
2. Is the topsoil used to restore the site native to the area or imported from a different source?
3. Are there significant differences between the topsoil in a “reference” non-disturbed area nearby with that of the topsoil used to restore the site?
4. Are there any deficiencies in the topsoil used to restore the site (e.g. depth, pH, macronutrients, organic matter, etc.)?

1.0 SUMMARY OF FINDINGS

- Foreign or alien materials, that is, non-native materials *are* present within the topsoil layer as well as below it within the subsoil. These materials include asphalt, fabric, sand, and stone. With the exception of the processed stone, which is estimated to be present within the subsoil in a little less than half of the subject site, other materials within the topsoil were scarce in abundance. Where observed, the layer of processed stone below the topsoil layer varied from 1 inch to 11 inches in thickness.
- Comparison of the topsoil used to restore the site with that of a reference site nearby, revealed it to be of native origin. The topsoil originally stripped and stockpiled within the northeastern section of staging area, is the same topsoil used to restore the site. This conclusion is based on both field observations and the laboratory results of the soil samples.
- The differences between the reference topsoil and that used to restore the site are not significant. For instance, organic content is similar, texture is very similar, and both macro- and micronutrient levels are similar.
- Based on a full soil nutrient¹ and textural analysis conducted by the University of Connecticut Soils Laboratory, the only deficiency observed at present for a robust hay/grass cover at the site is pH. Therefore, liming of the site is recommended in advance of the next growing season. Also, maintenance fertilization is recommended.

¹ Nitrogen analysis is typically not conducted in the non-growing season by the UCONN soils laboratory.



- We (REMA) would recommend that an additional 3 to 4 inch layer of topsoil be put down in the area (i.e. +/- 0.3 acres) where topsoil depths are less than 12 inches (see Figure A). This topsoil should be amended for pH and macro-nutrients, and have a minimum organic content (measured by loss on ignition) of 4.5%. Also a top-dressing (+/- 0.5 to 1 inches) of compost (2-year, minimum), should be harrowed into the topsoil, over the entire 0.8-acre site. Finally, the entire site should be re-seeded with a diverse cool season grass seed mix (e.g. orchard grass, red top, timothy, red fescue, purple top, red clover, etc.).

2.0 METHODS & RESULTS

On December 15th, 2015, REMA advanced 15 test holes at the subject site, using hand-tools (i.e. spade and auger). Thirteen of the test holes were spread across the site (i.e. TH-1 through TH-13), while two (i.e. TH-A and TH-B) were dug within an undisturbed area immediately to the east of the site (see Figure A, attached). The test holes were advanced through the topsoil to the subsoil at least to 24 inches, or until refusal. Measured parameters included thickness of topsoil and subsoil, soil texture, and percent coarse fragments (see Table 1, attached).

During this soil exploration it was noted that within the site there were test holes where topsoil thickness was at least 12 inches (6 test holes), while the balance had less topsoil (7 test holes). As a result of this, we obtained three separate composite samples, two for the site (i.e. Samples 'B' and 'C'), and one for the reference area (i.e. Sample 'A') (see Table 1). These samples were brought to the University of Connecticut Soils Laboratory (Storrs, CT) on December 17th, 2015 for full analysis (i.e. nutrient, organic matter, soil textural classification).

At the site, several test holes (i.e. 1, 2, 3, 4, and 12) not only had at least 12 inches of topsoil, but they also did not contain any foreign or alien materials. However, at the balance of the test holes, such materials were observed, specifically a layer of processed stone immediately below the topsoil. In many cases we could not advance our hand tools into this layer.



The UCONN soils laboratory results were forwarded to us on December 30th, 2015 (see attached). Comparing the two site samples (i.e. 'B' and 'C') with the reference site sample (i.e. 'A'), the following can be gleaned:

1. Percent organic matter is very similar for the reference and two site samples (i.e., 3.7, 4.0, and 3.6, respectively).
2. The textural analysis showed all the samples to be *silt loams*.
3. Macro-nutrient and micro-nutrient levels were similar for all samples.

These results, coupled with field observations (e.g. soil color) lead us to conclude that the topsoil stripped from the site before using it for an MDC staging area, is the same topsoil that was spread over the site to restore it.

On December 17th, 2015, REMA observed and recorded soil conditions at five (5) soil test pits at the site, and one at the reference area (see Figure A, attached, for locations). The soil pits were developed with the aid of a backhoe provided and operated by the Town of Newington Public Works Department. The pits were all advanced into the subsoil at least 3 feet² below the soil surface except where bedrock was encountered. Soil Resource Inventory Forms, per USDA-NRCS and Soil Taxonomy guidelines, were filled in the field for each of the soil test pit (see attached).

This testing produced similar results as the test holes, but also was instrumental in verifying the thickness of the underlying processed stone layers, and also allowed for the observation of native (i.e. original) subsoil conditions below such layers, including the dense (massive/ platy, very firm) Cd horizon, typical of the well drained Wethersfield loam (87) soil series mapped for the area by the USDA-NRCS³ (see attached Soil Survey and Soil Series Description). Based on the soil test pits, with the exception of the processed stone layers, very little foreign material was encountered. For example, in a couple of test pits (i.e. TP-1 and TP-5) a few small chunks of asphalt were observed. Their presence does not compromise, in our opinion, the overall restoration effort of the staging area.

² Test Pit #6, was an additional pit per request of Town citizens and was only advanced to 28 inches.

³ US Department of Agriculture, Natural Resources Conservation Service.



3.0 RECOMMENDATIONS

Based on aerial photography taken prior to the MDC Staging Area (e.g. CROG GIS 2009 and 2012 aerials), the site was given to grasses and periodically mowed. Thus, the intended use is to provide for a dense and sustainable cool season grass cover, very similar to many portions of this Town-owned property. REMA finds that the grass cover at the site has not “taken” in part due to the mild drought experienced in the region in 2015.

In order to provide for the intended use (i.e. mowed grassy field), but to also allow for other potential future uses, such as community gardens, a moist meadow habitat, or the development of other types of native habitats, similar to those seen in other portions of the overall property, REMA is of the opinion that some minimal improvements are necessary.

First, a little less than half of the site (i.e. 0.3 acres) has less than 12 inches of topsoil⁴, and also less than the topsoil thickness at the reference site (i.e. 16 to 17 inches). Therefore, we recommend that an additional 3-4 inch layer of good quality topsoil be placed in this area (see Figure A)⁵. This topsoil should have minimum organic matter content of 4.0% (loss on ignition), and be free of invasive plants, especially mugwort (*Artemisia vulgaris*). Second, the entire site should be limed per the UCONN soil lab recommendations (attached), and an organics based fertilizer be applied, as recommended by a soil fertility test. Third, a roughly 0.5 to 1 inch topdressing of 2-year old, high quality compost⁶, should be spread over the entire site and harrowed in (i.e. into the top +/- 4 inches). Fourth, a high quality cool season grass seed mix should be used for the entire site. This mix should be diverse and at a minimum include orchard grass, timothy, red top, red fescue, purple top, red clover, and showy ticktrefoil⁷. It can be special-ordered at a specialty provider such as the Hart Seed Company of Wethersfield, CT.

Finally, we would recommend that these site improvements be accomplished between May 1st and June 15th of the upcoming 2016 growing season, and that supervision and monitoring be conducted by a soil scientist, who would report back to the Town that the stated recommendations were carried out as outlined. The supervising soil scientist should obtain a

⁴ Average topsoil thickness over the entire site based on 18 sampling locations is 10.3 inches.

⁵ This is estimated at about 140 cubic yards over 0.3 acres.

⁶ This is estimated at about 75 cubic yards over 0.8 acres.

⁷ The last two species are legumes which will fertilize the soil fixing atmospheric nitrogen.



soil test from the actual source/vendor of the topsoil to be used, prior to transport to the site, verifying organic matter content and soil fertility.

We should note that ideally the restored cool season grass meadow should only be mowed once a year, in September, as a hayfield, to promote vigor, and allow it to be used as habitat for wildlife, particularly avians.

4.0 DISCUSSION & CONCLUSION

The MDC Staging Area restoration conducted by the contractor is typical of what is done throughout Connecticut, in our experience. A minimum six inches of topsoil is returned to the site, fertilized, and seeded to the typical “contractor’s seed mix” which is heavy on annual and perennial ryegrasses and Kentucky bluegrass. These areas are most often to be kept as mowed grass, and are fragmented habitats with marginal or no recreational uses. They are not often associated with large Town-owned properties, with a high potential for passive recreation, such as the subject property, with its expansive rolling meadows, and walking/running trails.

It is because of the landscape setting and the prior and ongoing landuses of the site, as part of a large open space area, that we have recommended the additional improvements. Should these improvements be carried out, we believe that the site will recapture its pre-existing quality and potential to provide passive recreational opportunities into the future.

Respectfully submitted,

REMA ECOLOGICAL SERVICES, LLC

A handwritten signature in black ink, appearing to read "George T. Logan".

George T. Logan, MS, PWS, CSE
Registered Soil Scientist/Professional Wetland Scientist
Certified Senior Ecologist

VIA E-MAIL

Attachments: Figures A, and 1 to 3; Soil Survey Map; Table 1 (Soil Test Holes); Soil Resource Inventory Forms (Soil Test Pits), Soil Series Description (Wethersfield); UCON Soil Lab results



Tanya D. Lane
Acting 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,
Acting Town Manager)

Date: February 05, 2016

Re: Town Manager Search Process/Subcommittee

At the January 26 meeting, the Council discussed the Town Manager search process. As discussed, in 2006 the Council appointed four members plus the Mayor to serve on a Town Manager Search Subcommittee and hired a consulting firm to facilitate the process. Please see the attached excerpt from the January 10, 2006 Council meeting minutes for more information. In the 2006 process, the Council directed the Mayor to make said appointments.

This item will appear on the February 9 Council agenda for further discussion and the possible creation of a subcommittee.

Attach.

TOWN COUNCIL MINUTES – JANUARY 10, 2006

A Town Manager Search Subcommittee

Mr. Fetherston indicated that the Charter provides for the Mayor to appoint special subcommittees of the Council as directed by the Council and provided guidelines that should be considered.

Councilor Hall moved the following resolution, seconded by Councilor Cohen:

RESOLVED:

The Newington Town Council hereby establishes a Council Town Manager Search Subcommittee composed of four (4) Council members to provide oversight in the search for a new Town Manager and directs the Mayor to make appointments to said committee. The committee shall work with a consultant selected by the Town Council to propose a scope of professional recruitment services and a selection process for a new Town Manager for approval by the Town Council.

There was discussion regarding the make-up of the committee and minority representation.

Motion passed 9-0.

Mayor Mortensen indicated that Councilors Hedberg, Sones, Clark and Bowen would serve on the Committee; the Mayor can serve as an *ex officio* member without right of vote.

AGENDA ITEM: IV.F.

DATE: 2-9-16

RESOLUTION NO.: _____

RESOLVED:

The Newington Town Council hereby establishes a Council Town Manager Search Subcommittee composed of _____ Council members to provide oversight in the search for a new Town Manager and directs the Mayor to make appointments to said committee. The committee shall work with a consultant selected by the Town Council to propose a scope of professional recruitment services and a selection process for a new Town Manager for approval by the Town Council.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



Tanya D. Lane
Acting 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,
Acting Town Manager)
Date: February 05, 2016
Re: Annual Visit by State Legislators

Newington's State Legislators had been invited to meet with the Council on Tuesday, February 9 to discuss issues of concern to the Town Council, staff and residents.

This is the first item under New Business on the Council agenda, however, as a courtesy the Council typically votes to move the item to the first item of Old Business on the agenda.



Tanya D. Lane
Acting Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Tanya D. Lane, Acting Town Manager
From: Charlene J. Drzata, Insurance & Benefits Administrator
Date: February 5, 2016
Re: ICMA-RC 401 Money Purchase Plan & Trust Restatement Adoption

Per instructions from ICMA-RC and the IRS, each plan sponsor using the ICMA-RC 401 plan document will be required to execute a new adoption agreement no later than April 30, 2016. The Town must take action to adopt the restated plan document which will ensure that the Town's 401 plans are updated in accordance with current IRS regulations. There are no enhancements to the benefits to employees enrolled in the 401 plans and no additional cost to the Town.

The new document incorporates amendments for legislative and regulatory changes enacted since the prior restatement. The old document included separate amendments for post-EGTRRA legislative and regulatory changes and for the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART). The provisions of these amendments are now part of the standard document.

Attached is additional information.

OVERVIEW/Q&A

Why is ICMA-RC providing updated plan documents?

ICMA-RC received a favorable opinion letter from the IRS on its *Governmental Money Purchase Plan & Trust* document in 2014, and plan sponsors who use the ICMA-RC document are required to adopt the restated document by April 30, 2016.

What action is required?

Plan sponsors using the ICMA-RC document must execute a new adoption agreement by April 30, 2016. Follow the step-by-step instructions shown on page 3 to submit your adoption agreement to ICMA-RC. Please submit the completed document no later than April 15, 2016 to allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline.

What has changed?

Not much. The new documents incorporate amendments for legislative and regulatory changes enacted since the prior restatement in 2006 and are effective as of 2007. The old document included separate amendments for post-EGTRRA legislative and regulatory changes and for the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART). The provisions of these amendments are now part of the standard document.

One change that will interest some plan sponsors is that our documents now allow employers to establish stand-alone Final Pay plans. See below for additional information.

Can we make changes to certain provisions of our plan?

Yes. In fact, now is a great time to review your plan provisions and consider making changes. When you complete the adoption agreement, you may make changes by simply selecting among the available elections for each provision in the space provided.

Time Frame

We encourage you to complete and submit the new adoption agreement for your plan as soon as possible. **Please submit your adoption agreement as soon as possible and no later than April 15, 2016.** This will allow sufficient time for ICMA-RC to process your adoption agreement elections and return the executed document to you before the April 30, 2016 deadline.

Failure to execute an adoption agreement prior to the deadline may cause the plan to no longer be operated in accordance with IRS regulations and will place the plan at risk of losing its qualified status.

How do I know what to input in the adoption agreement?

We suggest that you start by reviewing the adoption agreement that was used to establish your plan with ICMA-RC. If you are unable to locate the document, please contact ICMA-RC and we will send you the most recent adoption agreement we have on record. Your organization's Plan Coordinator may also be able to provide you with the document or the information needed to execute the new adoption agreement.

ADDITIONAL INFORMATION

Separate Contribution Formulas for Different Eligibility Groups

The adoption agreement only has space for you to enter a single contribution formula. If your plan applies different formulas to different eligibility groups within the plan, you must submit an attachment with your adoption agreement that specifies the contribution formulas for each eligibility group within the plan.

Final Pay Contributions

Contributions to the plan of accrued unpaid leave that would otherwise be payable to an employee following his or her separation from service are called “Final Pay” contributions. The accrued unpaid leave must be bona fide vacation and/or sick leave.

Adding Final Pay and/or Annual Accrued Leave Contributions

If you wish to make Final Pay and/or Annual Accrued leave contributions, you should enter your desired elections in sections XIII and XIV of the adoption agreement.

Please keep in mind that in order to be “picked up” (i.e., contributed on a pre-tax basis), all employee elections with respect to 401(a) plan contributions, including Final Pay and/or Accrued Leave contributions, must be made during the enrollment period when the employee first becomes eligible to participate in the plan (*or any 401(a) plan of the employer, including a defined benefit plan, if earlier*). Employees do not have the ability to discontinue or change the amount of their contributions after becoming participants (i.e., the elections are irrevocable).

When you add Final Pay and/or Accrued Leave contributions to your plan, the contributions can be set up in either of the following ways:

- **Employer Contribution** — With this method, the contributions are made for all participants in the plan or for all participants within the specified eligibility group.
- **Employee Designated Contribution** — With this method, employees are provided with a one-time opportunity when they first become eligible to participate in the plan to make an election to contribute a certain percentage of their Final Pay and/or Accrued Leave to the plan. Please note current plan participants will not have an opportunity to make an election if you amend your plan to allow these types of contributions.

Stand-Alone Final Pay Plans

During the restatement process, the IRS informed us that they had reversed course on the permissibility of having plans funded solely by contributions of accrued unpaid leave following an employee’s separation from service (i.e., stand-alone Final Pay plans). Though the IRS change does not directly impact your existing plan with ICMA-RC, employers may use the new ICMA-RC documents to establish new stand-alone Final Pay plans. As such, our adoption agreement no longer contains language that requires ongoing contributions and no longer expressly prohibits employers from establishing eligibility requirements in such a way that employees become participants only in the plan year in which they terminate employment.

Questions

ICMA-RC is here to help. If you have any questions regarding the adoption process or your plan in general, please contact Plan Sponsor Services at 800-326-7272.



Tanya D. Lane
Acting 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,
Acting Town Manager)

Date: February 05, 2016

Re: Kellogg Eddy House Lease Renewal

There will be an item on the February 9 Town Council agenda to discuss the renewal of the Kellogg Eddy House lease agreement with the Town. Town Attorney Ben Ancona will be present at the meeting to discuss the terms of the lease renewal. If the Council concurs, a resolution will appear on a future agenda for consideration.

Attach.

LEASE

This Lease, entered into as of the day of , 2016, by and between THE TOWN OF NEWINGTON, a Connecticut municipal corporation (hereinafter called "LESSOR") and The Newington Historical Society and Trust, Inc. (hereinafter called "LESSEE").

WITNESSETH

1. **DESCRIPTION OF PREMISES:** The LESSOR hereby leases to LESSEE and warrants that it has the ability to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that property with the improvements thereon in the Town of Newington, County of Hartford and State of Connecticut as more particularly described in the attached Schedule A, excepting therefrom an apartment on the second floor of the Leased Premises to which the LESSOR retains possession and control and has the legal right to lease to another tenant. The parties further recognize and agree that building safety code provisions require any occupant of the apartment to have emergency egress from the apartment through the Leased Premises, but the parties agree that any such access shall be for emergency reasons only. Other than the aforesaid emergency access, any tenant or other occupant of the apartment shall not have access to the Leased Premises and LESSOR shall secure the apartment to the extent practicable so that it is a separate and distinct premises from the Leased Premises.
2. **TERM:** The term of this Lease shall commence on July 1, 2016 and shall terminate twenty (20) years from said date.
3. **RENT:** LESSEE shall pay one (\$1.00) dollar as annual rent to LESSOR on or before January 30, 2017 and on or before January 30 of each and every year thereafter for the remaining term of this Lease.
4. **USE:** LESSEE shall use the property as a museum or historical landmark. No commercial, industrial, agricultural, or religious uses of the property shall be permitted. Nothing herein, however, shall prohibit the LESSEE from operating a gift shop for the sale of gifts, antiques and historical items on the premises. Moreover, the property may be made available for public use in conformance with rules and regulations as provided for in this Lease, but LESSOR shall be responsible for scheduling reservations and assigning rooms to the public in accordance with the rules and regulations provided for in this Lease.
5. **OPTION:** Provided this Lease is in full force and effect at the time of the execution of the option, the LESSEE shall have one (1) option of twenty (20) years to extend the term of this Lease on the same terms and conditions as herein set forth. LESSEE shall exercise its option to extend the term of the Lease by giving written notice to LESSOR of its intention to do so by a date no later than ninety (90) days PRIOR to the expiration of the original term of this Lease, or by April 2, 2036.
6. **SUB-LETTING AND ASSIGNMENT:** The LESSEE shall not sub-let the demised premises or any portion thereof or assign this Lease without the prior written approval of the LESSOR.

7. CONDITION OF PREMISES: LESSEE accepts the demised premises in an “as is” condition and shall be subject to all Federal, State and local laws, regulations, rules, codes, ordinances and executive orders during the term of this Lease. LESSEE shall keep, maintain and preserve the historic nature of the demised premises. LESSEE shall determine what restoration measures for the demised premises are appropriate and shall be authorized to undertake and direct any such restoration at its own expense. Any such restoration shall be generally compatible with the historic nature of the demised premises. LESSEE shall be responsible for obtaining all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the demised premises, but shall be excused from having to pay any building permit fees to the LESSOR.
8. UTILITIES: LESSOR shall be responsible for furnishing and paying for all utilities including water, electricity, gas and heat but not including telephone and internet services, which shall be the responsibility of LESSEE.
9. MAINTENANCE: LESSOR shall be responsible for the upkeep and maintenance of the grounds and buildings on the demised premises, including the house, garage and any outbuildings. LESSOR shall also be responsible for the maintenance of the house structure and its mechanical and electrical equipment, including but not limited to the heating, wiring and plumbing systems. LESSEE shall restore and replace any property damaged as a result of LESSEE’S use of the demised premises. LESSEE shall conduct its operations in a clean, sanitary and safe manner.
10. RETURN OF DEMISED PREMISES:
 - a. LESSEE agrees to yield and deliver peaceably to LESSOR possession of the demised premises on the date of termination, by expiration or otherwise in as good condition as at the commencement of this Lease if no improvements are undertaken, reasonable wear and tear excepted, or if improvements are undertaken, in as good a condition as they were in on the completion date of the last improvement made to the demised premises, wear and tear excepted.
 - b. The personal property owned and placed or installed by LESSEE in or on the demised premises shall remain the property of the LESSEE and must be removed by LESSEE unless agreed to otherwise by LESSOR and LESSEE, in writing, within thirty (30) days from the date of the termination of this Lease at LESSEE’S sole risk and expense.
 - c. If LESSEE’S property is not removed as herein provided, LESSEE shall be deemed to have waived its rights and said property shall be deemed abandoned by LESSEE and ownership thereof shall vest in LESSOR.
11. INSURANCE: Lessor shall be responsible for maintaining fire and hazard insurance on the demised premises. In the event of damage from fire or other hazards covered by the policy, insurance proceeds shall be applied to restoration or repair of the leased property, provided such damage is less than fifty (50) per cent of the fair market value of the leased property. In the event the destruction from fire or other hazards exceeds fifty (50) per cent of the fair market value of the leased property, then LESSOR shall have no duty to restore, repair or rebuild the leased property, all insurance proceeds shall be assigned and paid to LESSOR,

131 Cedar Street
Newington, Connecticut 06111

IF TO LESSEE: Newington Historical Society & Trust, Inc.
679 Willard Avenue
Newington, Connecticut 06111
Attention: President

Or to such other address as either party may give to the other, in writing, from time to time.

16. MISCELLANEOUS PROVISIONS: LESSOR and LESSEE further agree to the following matters:

- a. LESSEE shall have the power to adopt policies and promulgate rules and regulations regarding the use of the demised premises. To insure that such policies, regulations and rules are consistent with the public purpose and public ownership of the demised premises, such policies, rules and regulations are subject to approval by the LESSOR.
- b. LESSEE shall be the curator of the House and garage on the demised premises and their contents and shall further keep, maintain and preserve the historic nature of the demised premises. LESSEE shall have the right to select, arrange, and dispose of any and all personal property within the House including, but not limited to, furniture, objects d'art, antiques and memorabilia. Any personal property acquired by LESSEE and placed in the House shall remain the property of the LESSEE. Any personal property placed in the House shall be generally compatible with the historic nature of the House.
- c. All officers of the LESSEE shall have free access to and from the House at all reasonable times.
- d. LESSEE shall make the House available to Newington citizens as much a practicable by setting reasonable visiting hours and by not charging admission fees to Newington residents.

17. DEFAULT:

- a. In the event LESSEE is in violation of any provision of this Lease and fails to rectify or cure the default within Forty-Five (45) days from the date a written notice from LESSOR to LESSEE has been delivered in accordance with the terms of this Lease stating the clause or clauses in default and what is necessary to cure the default, this Lease shall be terminated.
- b. In the event LESSEE loses its status as a charitable corporation (reports on LESSEE'S charitable status shall be filed with LESSOR on a yearly basis), files a petition in bankruptcy, is otherwise unable to pay its bills as they mature or dissolves its corporation, this Lease shall be terminated.
- c. All events of termination set forth herein shall be effective upon notice from LESSOR to LESSEE.

18. ENTIRE AGREEMENT: This Lease contains all agreements between the parties hereto. No representative or agent of LESSOR or LESSEE is authorized to make any representations in, or to alter or modify this Lease in any way. Any additions, alterations, changes or modifications to or in this Lease to be binding upon the parties hereto must be in writing and signed by the LESSOR and LESSEE.
19. APPLICABLE LAW: This Lease shall be construed in accordance with the laws of the State of Connecticut.
20. SEVERABILITY: The invalidity of any one or more phrases, sentences, clauses or sections contained in this Lease, as determined by a court of competent jurisdiction, shall not affect the remaining portions of this Lease.
21. CAPTIONS: The captions of this Lease are inserted only as a matter of convenience and reference and are not to be construed as a part of this Lease, or in any way to define, amplify, limit or describe the scope or intent of this Lease, or the terms, conditions and provisions thereof or as affecting the meaning of the text of any Article in any way.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate instrument of the same tenor and date, at Newington, Connecticut this _____ day of _____, 2016.

Signed, Sealed and Delivered
In the Presence of:

TOWN OF NEWINGTON

By: _____
Tanya Lane, Its Town
Manager, Duly Authorized

THE NEWINGTON
HISTORICAL SOCIETY &
TRUST, INC.

By: _____
James Late
Its President
Duly Authorized

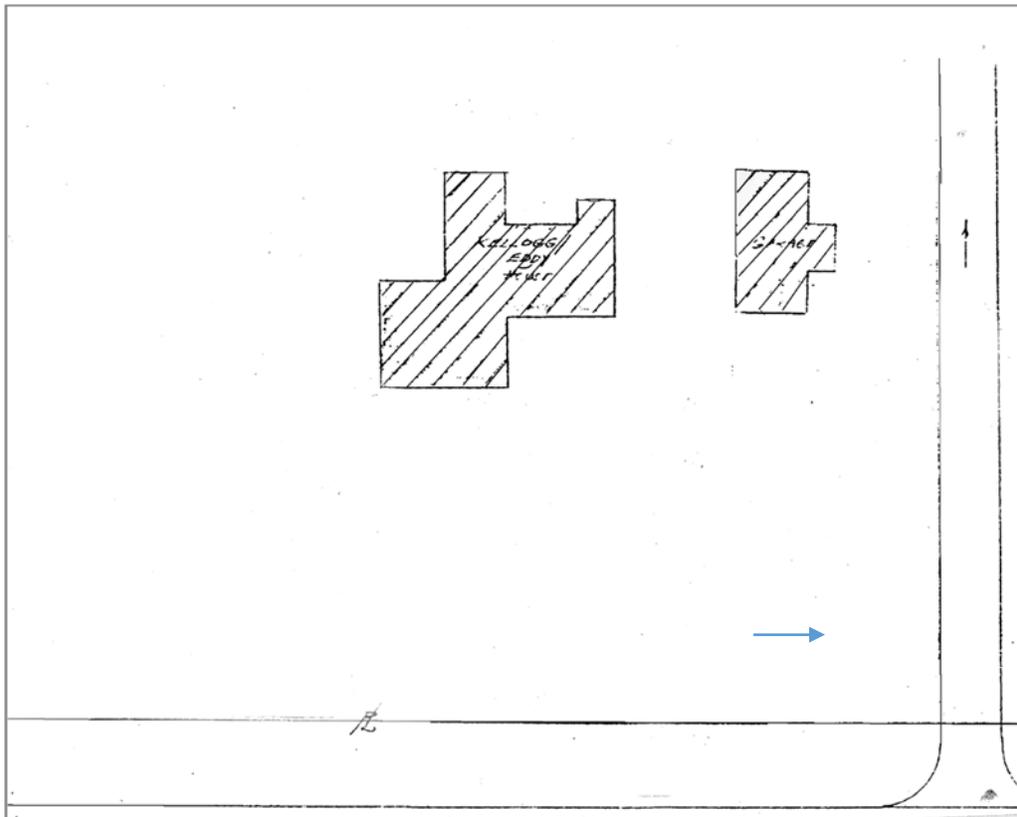
LEASE BETWEEN THE TOWN OF NEWINGTON
AND THE NEWINGTON HISTORICAL **SOCIETY & TRUST, INC.**

Schedule A

Property description

1. A single-family, wood-frame, two and one-half story dwelling located at 679 Willard Avenue, Newington, CT 06111, originally built in 1808 with an addition built in 1928. Contains 5,451 square feet of habitable space plus a 2,768 square foot full-height cellar (with concrete floor) and an unfinished attic. The rooms include: two living rooms, dining room, meeting room, sun room, kitchen with two pantries, seven bedrooms, galley kitchenette, three three-piece bathrooms and a two-piece lavatory. Heating is by means of a gas-fired hot water system. Floors are oak plank and pine, some of which are linoleum covered; walls are of plaster. There are six fireplaces (one covered).

2. A three-car, wood-frame garage/workshop containing 1234 square feet at ground level and 700 square feet of storage space above built in 1928; concrete floor.



Town Manager

President Board of Directors

Date



Tanya D. Lane
Acting 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,
Acting Town Manager)

Date: February 05, 2016

Re: Acting Town Manager's Agreement

There will be an item on the February 9 Council agenda to approve Town Clerk Tanya Lane's agreement with the Town to serve as Acting Town Manager. Mrs. Lane was appointed to the Acting Town Manager position by the Council on January 7, 2016.

The Council is requested to waive the rules at the February 9 meeting to consider and take action on the attached resolution.

Attach.

AGENDA ITEM: V.D. _____

DATE: 2-9-16 _____

RESOLUTION NO.: _____

~~Corrected Version~~

RESOLVED:

The Newington Town Council establishes the following with regard to its appointment of Tanya D. Lane as Acting Town Manager:

1. While serving as Acting Town Manager, Tanya D. Lane shall receive a salary of \$4,847.00 biweekly retroactive to January 7, 2016 with a review and possible adjustment upon renewal of the appointment. All Ms. Lane's existing benefits will continue, modified as necessary to reflect the change in salary from her position as Town Clerk.
2. While serving as Acting Town Manager, Ms. Lane shall have the unrestricted use of a town vehicle. The Town shall be responsible for all costs relating to the operation and maintenance of said vehicle.
3. Ms. Lane shall have the right to return to her position of Town Clerk at the conclusion of her term as Acting Town Manager, or upon removal as Acting Town Manager, except in the case of a for cause removal or at the conclusion of her term as Acting Town Manager.
4. The Town shall furnish and provide Ms. Lane with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omissions arising out of her employment as Acting Town Manager.
5. The Council reserves the right to remove the Acting Town Manager at any time for cause.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: VIII

DATE: 2-9-16

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$1,053.48 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 – FEBRUARY 9, 2016

Custom Exterior Landscape LLC 632 North Mountain Road Newington, CT 06111	\$91.01
Jeffrey Manzone 11311 N. Silver Pheasant Loop Tuscon, AZ 85737	\$20.16
Ashley Quattromani 8 Brentwood Road Newington, CT 06111	\$71.64
Theodore Rahaim 645 Churchill Drive Newington, CT 06111	\$62.69
Christine Marie Cioffi 1723 Main Street Newington, CT 06111	\$146.50
Donna Goodell 49 Sequin Street Newington, CT 06111	\$40.82
Kerry Lurate 214 Churchill Drive Newington, CT 06111	\$23.16
Bernie Melendez 78 Stuart Street Newington, CT 06111	\$37.84
Van H. Truong or Gwendolyn Tran 123 Apple Hill Newington, CT 06111	\$86.78
Jennifer Walker 100 Fisk Drive Newington, CT 06111	\$48.61
Anthony Palermino 168 Centerwood Road Newington, CT 06111	\$328.33
George Harris 11 Buck Street Newington, CT 06111	\$51.62
Shannon Torres Jr. 195 Cottonwood Road Newington, CT 06111	\$44.32
Total	\$1,053.48