



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

MAYOR STEPHEN WOODS

NEWINGTON TOWN COUNCIL

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

**AGENDA
June 10, 2014
7:00 P.M.**

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. PUBLIC PARTICIPATION – IN GENERAL (**In Person/Via Telephone**)
- IV. CONSIDERATION OF OLD BUSINESS (**Action May Be Taken**)
 - A. Town Hall/Community Center Renovations Project
 1. Continued Discussion
 2. Introduce Bonding Resolution/Set Public Hearing Date – June 24, 2014
 - B. Suspense List
 - C. Correct Resolution Number 2014-45 - Project Building Committee
- V. CONSIDERATION OF NEW BUSINESS (**Action May Be Taken Only by Waiving the Rules.**)
 - A. OPM Grant: Building Bridges Between Youth and Police Program
- 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. Board of Education Roof Replacement Project Building Committee
 5. Capitol Region Council of Governments
 6. Committee on Community Safety
 7. Conservation Commission
 8. Development Commission
 9. Downtown Revitalization Committee
 10. Employee Insurance & Pension Benefits Committee
 11. Environmental Quality Commission
 12. Board of Ethics
 13. Fair Rent Commission
 14. Newington Housing Authority
 15. Newington Housing Needs Study Committee

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

16. Open Space Committee
17. Human Rights Commission
18. Newington School Career Technical Program Renovation Project Building Committee
19. Open Space Committee
20. Board of Parks and Recreation
21. School Improvements Project Building Committee
22. STEM Academy PBC
23. Senior & Disabled Center Roof Replacement Project Building Committee
24. Standing Insurance Committee
25. Town Plan & Zoning Commission
26. Tri-Town Community Cable Access
27. Vehicle Appeals Board
28. West Meadow Cemetery Expansion Project Building Committee
29. Zoning Board of Appeals

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

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

- A. Regular Meeting, May 27, 2014

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

XII. REMARKS BY COUNCILORS

XIII. EXECUTIVE SESSION RE: RE: TOWN POLICY/PROCEDURE REVIEW

XIV. ADJOURNMENT



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: June 06, 2014
Re: Town Hall/Mortensen Community Center Project

At the June 10, 2014 Council meeting, I hope to wrap up the Town's presentation on the Town Hall/Mortensen center proposal. We will be presenting an updated timeline for the proposed referendum on the project and a revised design and construction timeline which will represent the actual referendum date.

I will close with a presentation on the CIP. We will explain to the Council and public how the Town can pay for this project and not raise taxes above the baseline expenditure presently contained in the CIP of \$6,300,000.

After the conclusion of the presentation, staff and consultants will answer any questions which you might have.

There are two resolutions on the June 10 agenda, to be considered following the presentation. The first is to formally introduce the bond issue in the amount of \$30,373,970. Once the resolution is formally introduced it must be tabled, with no further discussion on the item until after the public hearing. The second resolution will be to set a public hearing date of June 24, 2014 at 6:30 p.m. regarding the bond issue.

Attach.

AGENDA ITEM IV.A.

DATE: 6-10-14

RESOLUTION NO.

INTRODUCTION: BONDING RESOLUTION

Resolution authorizing an appropriation of \$30,373,970 for the town hall/community center project and the financing of said appropriation by the issuance of general obligation bonds of the town and notes in anticipation of such bonds in an amount not to exceed \$30,373,970, as well as establishing a date for a referendum.

INTRODUCED BY: _____

RESOLVED, that the Town Council of the Town of Newington hold a public hearing at the Town Hall, Conference Room L-101, 131 Cedar Street in Newington, Connecticut, on Tuesday, June 24, 2014 at 6:30 p.m. to hear comments on the foregoing resolution.

BE IT FURTHER RESOLVED, that the Town Clerk post and publish notice of the time, place and purpose of said public hearing in accordance with the provisions of Section 406 of the Town Charter.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

TOWN OF NEWINGTON

TOWN COUNCIL

RESOLUTION AUTHORIZING AN APPROPRIATION OF \$30,373,970 FOR THE TOWN HALL/COMMUNITY CENTER PROJECT AND THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$30,373,970, AS WELL AS ESTABLISHING A DATE FOR A REFERENDUM

RESOLVED, (1) That the Town of Newington (the "Town") appropriate the sum of \$30,373,970 for costs related to the Town Hall/Community Center project, consisting of (1) the planning, design, demolition, renovation, repair and reconstruction of the Newington Town Hall located at 131 Cedar Street, which shall include, without limitation, (i) the demolition of existing gymnasium space, (ii) the renovation, repair and reconstruction of offices, conference rooms, public areas, lavatories, and storage space and other support areas, (iii) improvements to air quality, ventilation, heating and air conditioning systems, (iv) the replacement and/or removal of core building infrastructure, (v) code compliance work, including handicapped accessibility code improvements, (vi) hazardous material abatement, (vii) the renovation and/or conversion of interior spaces, the making of exterior façade improvements, and the installation of new windows and roofing systems, (viii) room, wall and floor construction and renovations, and (ix) all alterations, repairs and improvements in connection therewith; (2) the planning, design and construction of a community center facility comprising approximately 33,140 square feet in Mill Pond Park, which shall include, without limitation, (i) gymnasium space, administrative offices for the Town's Parks and Recreation Department, a kitchen, an exercise and dance room, a teen room, areas for day care, arts and crafts, meeting room space, storage space and other support areas, public areas and lavatories, (ii) electrical, mechanical, plumbing, lighting, HVAC system and other building system improvements, and (iii) code compliance work, including handicapped accessibility code improvements; (3) the purchase of furniture, fixtures, equipment and other materials for the foregoing project; (4) on-site and off-site improvements, technology improvements and environmental remediation and abatement work related to the foregoing project; (5) the preparation and printing of bid documents, cost estimate reports and studies, environmental reports, informational materials and other preliminary materials, studies and reports related to the project; and (6) design, demolition, construction, site work, engineering, construction management, architectural, legal, administration, temporary and permanent financing costs and expenses and any other costs and expenses related thereto, all of the above with such changes as the Town Council may approve (the "Project"). The Town Council is authorized to determine the scope and particulars of the Project. The Town Council may reduce or modify the scope of the Project if funds are insufficient to complete all components of the Project, and the entire appropriation authorized hereby may be spent on the Project as so reduced or modified.

(2) That to finance said appropriation for the Project, the Town issue bonds or notes in an amount not to exceed \$30,373,970 (or so much thereof as may be necessary after deducting grants or other sources of funds received by the Town for said project). The bonds

or notes shall be issued pursuant to Chapter 109 of the Connecticut General Statutes, Revision of 1958, as amended (the "Connecticut General Statutes"), including, without limitation, Section 7-369 of the Connecticut General Statutes, and any other enabling acts.

(3) That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes for the Project or the receipt of grants for the Project. The amount of the notes outstanding at any time shall not exceed \$30,373,970. The notes shall be issued pursuant to the Town Charter and Section 7-378 of the Connecticut General Statutes. The Town shall comply with the provisions of Section 7-378a of the Connecticut General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

(4) That the Town Manager and the Director of Finance of the Town (the "Officials") be authorized to sign said bonds or notes by their manual or facsimile signatures and to determine the amounts, rates of interest, dates, maturities, dates of principal and interest payments on such bonds or notes, the form of such bonds or notes; the provisions for protecting and enforcing the rights and remedies of the holders of such bonds or notes and all other terms, conditions and particular matters regarding the issuance and securing of such bonds or notes and to execute, sell and deliver the same, and provide all supporting documentation as may be necessary or desirable to accomplish such purposes and to comply with the requirements of the Internal Revenue Code of 1986, as amended, Securities and Exchange Commission Rule 15c2-12, the Town Charter, the provisions of the Connecticut General Statutes and any other applicable provision of law thereto enabling. The bonds and notes authorized hereby shall be general obligations of the Town secured by the full faith and credit of the Town.

(5) That the Officials are hereby authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent for such bonds and notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; that the law firm of Updike, Kelly & Spellacy, P.C., Hartford, Connecticut, is designated as the attorneys at law to render an opinion approving the legality of such issue or issues.

(6) That the Officials are authorized to sell the bonds and notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes. If the bonds or notes authorized by this resolution are issued on a tax-exempt basis, the Officials are authorized to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes, including covenants to pay rebates of investment earnings to the United States in future years.

(7) That the Town hereby declares its official intent under Federal Income Tax Regulations Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the Project. The Officials are authorized to amend such declaration of official intent as they deem

necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(8) That the Officials are authorized to make representations and enter into written agreements or otherwise covenant for the benefit of holders of the bonds or notes to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws of rules pertaining to the sale or purchase of such bonds or notes.

(9) That the Town Manager is hereby authorized, on behalf of the Town, to execute any contracts with engineers, contractors, architects and other persons for the Project, to apply for and accept state grants to finance the appropriation for the Project, and to execute and file any application or enter into any grant agreement or other obligations prescribed by the State of Connecticut.

(10) That the Officials are authorized to take all other actions which are necessary or desirable to complete the Project consistent with the foregoing and to issue bonds or notes to finance the aforesaid appropriation.

(11) That this resolution shall become effective after it has been voted on and approved by a majority of the qualified electors voting thereon at referendum duly called and held for such purpose.

BE IT FURTHER RESOLVED,

(1) That should the Town Council adopt the foregoing resolution, pursuant to Section C408 of the Town Charter, said resolution shall be submitted to the voters at referendum to be held on Tuesday, August 19, 2014, between the hours of 6:00 a.m. and 8:00 p.m., for a yes or no vote, in the designated voting locations in the manner provided by said Charter and the Connecticut General Statutes, Revision of 1958, as amended, and that the Town Clerk is directed to post and publish notice of such referendum in accordance with the provisions of said Charter and the Connecticut General Statutes, which notice shall state the question to be voted on as follows:

“Shall the resolution entitled, ‘RESOLUTION AUTHORIZING AN APPROPRIATION OF \$30,373,970 FOR THE TOWN HALL/COMMUNITY CENTER PROJECT AND THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE TOWN AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$30,373,970’, be approved?”

Yes _____ No _____”

The ballot label for said question shall read as follows:

“Shall the Town of Newington appropriate \$30,373,970 for the town hall/community center project and authorize the issuance of general obligation bonds and notes in the same amount to finance said appropriation?

Yes _____ No _____”

BE IT FURTHER RESOLVED, That the Town Council hereby authorizes the preparation and printing by the Town Clerk, subject to the approval of the Town Attorney, of explanatory text for the question approved hereby for submission to the voters at referendum on August 19, 2014 specifying the intent and purpose of the Project in accordance with Section 9-369b of the Connecticut General Statutes. Subject to the approval of the Town Attorney, the Town Council further authorizes the preparation and printing of materials concerning the question approved hereby for submission to the voters at referendum in addition to the explanatory text in accordance with Section 9-369b of the Connecticut General Statutes.

Upon Motion duly made and seconded, the foregoing Resolution was adopted by the following roll call vote:

In Favor:

Opposed:

I, _____, the duly elected and qualified Clerk of the Town Council of the Town of Newington, hereby certify that the foregoing is a true copy of the Resolution adopted at the meeting of the Town Council held on June 24, 2014 authorizing an appropriation of \$30,373,970 for the town hall/community center project and to finance such appropriation authorizing the issuance of bonds or notes in an aggregate principal amount not to exceed \$30,373,970; that said Council consists of nine members; a quorum consists of five members and the minimum number of affirmative votes required to adopt said Resolution was five; _____ members were present at said meeting; a roll call vote was taken and _____ members voted in favor of said Resolution and _____ members voted against the adoption of said Resolution; the entire meeting exclusive of executive sessions was open to the public and no one was excluded from the portion of the meeting pertaining to the consideration and adoption of said Resolution.

Dated at Newington, Connecticut, this _____ day of _____, 2014.

Clerk
Town Council
Newington, Connecticut



John Salomone
Town Manager

TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Office of Revenue Collector

Corinne Aldinger, CCMC
Revenue Collector

Memorandum

To: John Salomone, Town Manager
From: Corinne Aldinger, CCMC, Revenue Collector
Date: May 22, 2014
Re: Suspense List

In accordance with Connecticut State Statute 12-165, the Suspense List must be submitted annually by the Revenue Collector to the Town Council. This year's suspense list totals \$70,192.24 as follows:

List Year	Real Estate	Personal Property	MV & Supp	Total
2011		10,841.94	58,927.45	69,769.39
2008			172.19	172.19
2009			250.66	250.66
Total		10,841.94	59,350.30	70,192.24
# Accounts	0	16	378	394

While the above are technically deemed uncollectible, transferring these items does not at all prohibit the Town from collection when and if the taxpayer is located. As a matter of example, the Town collected \$25,246.95 in suspense items in 2012-13 and still continues collecting on these aged accounts. The interest component is not included in the total but continues to accrue should collection occur. Efforts to collect beyond the dunning delinquency notices included warrants issued to the constable, as well as motor vehicle registrations reported to the Motor Vehicle Department and UCC Liens filed with the Secretary of State's Office on Personal Property. That measure too is often circumvented if the delinquent taxpayer elects to register under a different name. Other measures such as newspaper publication are quite costly with little or no financial return.

From an accounting perspective, this transfer presents a more accurate picture of the Town's accounts receivable by reducing it in the above amount. You will note that the majority of the accounts are in motor vehicles. A category which by its type is difficult to administer due to its transient nature. Newington has a large number of automobiles, approximately 29,223 or 1 car per capita. The Personal Property includes companies which have gone out of business, filed for bankruptcy, or have left the state.

Additionally, in accordance with Connecticut State Statute 12-164, the real estate accounts that are outstanding after 15 years are deemed uncollectible. The amount for the 1998 Grand List is \$5,843.47 and should be removed from the Town's receivable assets as of June 30, 2014.

Previous transfers to the Suspense Tax Book

2013 109,566.14
2012 98,061.40
2011 87,909.57

The Town continues to enjoy a high rate of tax collection of approximately 98.8% on the current list.

cc: Ann Harter, Finance Director

Phone: (860) 665-8540 Fax: (860) 665-8531
tax@newingtonct.gov
www.newingtonct.gov

AGENDA ITEM: IV.B.1

DATE: 6-10-14

RESOLUTION NO. _____

RESOLVED:

The Newington Town Council hereby authorizes transfers in the amount of \$70,192.24 to the Suspense Tax Book for the years 2011-2012 through 2012-2013. This action is being taken upon the recommendation of the Revenue Collector and as shown in a report dated May 22, 2014.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____

AGENDA ITEM: V.B.2.

DATE: 6-10-14

RESOLUTION NO. _____

RESOLVED:

The Newington Town Council hereby authorizes the outstanding balance from the 1998 Grand List in the amount of \$5,843.47 be removed from the Town's receivable assets as of June 30, 2014 as per the recommendation of the Revenue Collector.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

To: Newington Town Council
From: John Salomone, Town Manager
Date: June 06, 2014
Re: Correct Resolution

On April 22, 2014 the Town Council passed a series of resolutions regarding the John Wallace Middle School STEM Academy project. One of the resolutions, 2014-45, lists the High School Code Compliance Committee as the committee assigned to the project in error. The School Career Technical Program Renovations Project Building Committee is the correct committee for the project.

Attached is a resolution to correct the error on resolution 2014-45. The corrected resolution will read as follows:

RESOLVED, that the School Career Technical Program Renovations Project Building Committee is hereby charged as the building committee with regard to the John Wallace Middle School PCB Abatement – STEM Academy Project.

Attach.

AGENDA ITEM: _IV.C._____

DATE: 6-10-14_____

RESOLUTION NO.: _____

RESOLVED:

That the Newington Town Council hereby amends its Resolution No. 2014-45, dated April 22, 2014 to correct the building committee listed in the resolution to the School Career Technical Program Renovations Project Building Committee.

MOTION BY: _____

SECONDED BY: _____

VOTE: _____



John L. Salomone
Town Manager

TOWN OF NEWINGTON

131 CEDAR STREET
NEWINGTON, CONNECTICUT 06111

OFFICE OF THE TOWN MANAGER

MEMORANDUM

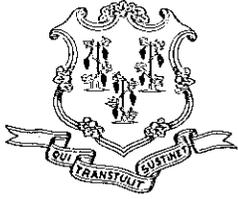
To: Newington Town Council
From: John Salomone, Town Manager
Date: June 20, 2013
Re: OPM Grant – Adventure Builds Bridges with Police and Youth

The Town has received notification of a grant award for \$10,000 under the Police and Youth Grant Program administered by the Connecticut Office of Policy and Management. The grant will assist in the “Adventure Builds Bridges with Police & Youth” program, in which 36 youth will be selected to participate, and 10 youth will be selected to serve on a committee with Police and Human Services staff to plan adventure activities and community service projects for the group. The intent of the program is to promote positive relationships between youth and police officers as well as to promote problem-solving and leadership skills among the youth.

In order to move forward, the Town Council must adopt a resolution authorizing the Town Manager to execute the contract. If the Council concurs, a resolution will appear on the June 24, 2014 Council agenda for approval.

Attach.

Cc: Karen Futoma, Director of Human Services
Chief Mulhall, Newington Police Department



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

May 22, 2014



John Salomone
Town Manager
Town of Newington
131 Cedar Street
Newington, CT 06111

Dear Mr. Salomone:

I am pleased to inform you that your grant application under the Police and Youth Program has been approved and will be made available subject to the Grant Conditions set forth on the enclosed grant award. The award of \$10,000 is for the Building Bridges Between Youth and Police project.

The Office of Policy and Management received 22 applications. Ten of those 22 applications have been selected for funding. These applicants are:

Town of Bloomfield	Plymouth Police Department
Town of Ellington	City of Stamford
Hamden Police Department	Town of Stratford
Town of Newington	Watertown Police Department
City of Norwalk	Northwestern Connecticut YMCA.

Please sign and date the enclosed grant award as soon as possible. Keep a copy for your file and return the original to my attention along with an up-to-date certified resolution passed by the municipality's governing board, e.g., town or city council, indicating that the municipal officer that signs the grant award is specifically authorized to do so.

The Effective Police Interactions with Youth training has one session scheduled for Tuesday, June 10, 2014. To register, send the participant's name, title, department and training date to me at valerie.lamotte@ct.gov. For information on future dates, go to www.ct.gov/opm/JJYDtraining.

The project reporting schedule and required forms can be found at www.ct.gov/opm/JJYDreporting. Click on Police and Youth.

Should you have any questions or concerns regarding your grant, do not hesitate to contact me at 860-418-6316. Thank you for supporting the positive development of Connecticut's youth.

Sincerely,

Valerie LaMotte
Policy and Planning Manager

cc: Karen Futoma
Ann Harter

OFFICE OF POLICY AND MANAGEMENT
Criminal Justice Policy and Planning Division
450 CAPITOL AVENUE
MS #52CJP
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services.

OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

SECTION 4: Insurance.

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee 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.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee 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 Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by

regulations or orders of the Commission on Human Rights and Opportunities. The Grantee 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 noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee 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.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

SECTION 12: Executive Orders.

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or

entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

SECTION 16: Non-Supplanting.

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 18: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 19: Large State Contracts.

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

SECTION 20: State Contracting Standards Board.

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

SECTION 21: Campaign Contribution and Solicitation Prohibitions.

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment A.

SECTION 22: Non-Discrimination Certification.

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

SECTION 23: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 24: Iran Certification.

Effective October 1, 2013, this certification must accompany any large state contract. When submitting your bid or proposal, or, if there was no bid process, prior to executing a contract, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this certification, a "foreign corporation" is one that is organized and incorporated outside the United States of America. "Large state contract" has the same meaning as provided in section 4-250 of the Connecticut General Statutes.

SECTION 25: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 26: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

AGENDA ITEM: VIII

DATE: 6-10-14

RESOLUTION NO. _____

RESOLVED:

That property tax refunds in the amount of \$ 1,051.90 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 – June 10, 2014

Ally Financial Louisville PPC P.O. Box 9001951 Louisville, KY 40290-1951	\$382.91
Nissan Infiniti-LT Tax Operations P.O. Box 650214 Dallas, TX 75265-0214	\$444.68
Sergey Protsenko 104 Apple Hill Newington, CT 06111	\$224.31
Total	\$ 1,051.90