

*Robert J. Posch*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
JANUARY 16, 2018

2018 JAN 11 A 11: 25

TOWN CLERK  
EAST HARTFORD

**6:30P.M. Executive Session**

=====

**Announcement of Exit Locations (C.G.S. § 29-381)**

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
5. APPROVAL OF MINUTES
  - A. January 2, 2018 Executive Session
  - B. January 2, 2018 Public Hearing
  - C. January 2, 2018 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Registrars of Voters Annual Report
7. OLD BUSINESS
8. NEW BUSINESS
  - A. Recommendation from Ordinance Committee re: New Section 21-1 and 21-9 entitled "RVs and Motor Vehicle Parking on Residential Property"
  - B. Referral to Ordinance Committee: Enterprise Zone Designations
  - C. 26<sup>th</sup> Annual Aselton Memorial Snow Dash – Rescheduled from January 7<sup>th</sup>
  - D. Referral to Real Estate Acquisition & Disposition Committee re: 1450 Main Street
  - E. Dial-A-Ride Operating Assistance Grant
  - F. Connecticut State Targeted Response to the Opioid Crisis – Community Mini Grant
  - G. Nuclear Safety Emergency Preparedness (NSEP) Program
  - H. Homeland Security Grant Program
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Chowdhury & Hines, Inc. v. Town of East Hartford – Tax Appeal
  - B. Ted's Fourth, LLC v. Town of East Hartford – Tax Appeal
  - C. AARJUS III, LLC v. Town of East Hartford – Tax Appeal:
    1. 95 Leggett Street
    2. 95 Leggett Street, Rear – a/k/a 81 Leggett Street
  - D. 1-36 Jaidee Drive Associates, L.P. v. Town of East Hartford – Tax Appeal
  - E. Goodwin College, Inc. v. Town of East Hartford – Tax Appeal

11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
  
12. ADJOURNMENT (next meeting: February 6<sup>th</sup>)

*Richard F. Kehoe*

2018 JAN -8 A 8:37

TOWN COUNCIL MAJORITY OFFICE

JANUARY 2, 2018

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown, Patricia Harmon and Caroline Torres

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Christine Sasen, Risk Manager  
Timothy Ward, Attorney, McGann, Bartlett & Brown, LLC.

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:42 p.m.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go into** Executive Session to discuss the pending workers' compensation claim and third-party action of current Board of Education employee, Kerri Renner.  
Motion carried 9/0.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go back to** Regular Session.  
Motion carried 9/0.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (7:03 p.m.)  
Motion carried 9/0.

Attest

*Richard F. Kehoe*  
Richard F. Kehoe  
Town Council Chair

*Robert J. Bask*

2018 JAN -8 A 8:37

TOWN COUNCIL CHAMBERS

740 MAIN STREET

TOWN CLERK  
EAST HARTFORD

EAST HARTFORD, CONNECTICUT

JANUARY 2, 2018

PUBLIC HEARING: BOARDS & COMMISSIONS PROCEDURES/BINGO  
REGULATIONS/ RVs & MVs PARKING ON RESIDENTIAL PROPERTY

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph Carlson, Shelby J. Brown, Patricia Harmon and Caroline Torres

Chair Kehoe called the meeting to order at 7:13 p.m.

The following is a copy of a legal notice published in the Hartford Courant on Tuesday, December 26, 2017.

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing Tuesday, January 2, 2018 at 7:00 p.m. in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding the proposed revisions to the town of East Hartford Code of Ordinances as follows:

1. Adding new sections 2-1a through 2-1e entitled "Boards and Commissions Procedures Ordinance";
2. Adding a new section 13-31 entitled "Bingo Regulation"; and
3. Repealing Section 21-1 entitled "Abandoned and/or Inoperable Vehicles" and Section 21-9 entitled "Parking Prohibited on Front Lawns" and substituting in lieu thereof a new Section 21-1 and 21-9 entitled "RVs and Motor Vehicle Parking on Residential Property."

Any person(s) wishing to express an opinion on this matter may do so at this meeting. A draft of the revisions is on file in the Town Council and Town Clerk offices.

Angela Attenello  
Town Council Clerk

Chair Kehoe provided a brief summary of the proposed revisions to the Code of Ordinances.

The new Sections 2-1a through 2-1e "Boards and Commissions Procedures" will streamline the operations of the various town boards and commissions and provide guidelines for the membership and the clerks of those commissions to follow regarding rules of procedure.

The new Section 13-31 "Bingo, Raffles, Drawings Regulations" will mirror the Connecticut Department of Consumer Protection's regulations for bingos and drawings, as – up until this year – they were the state entity that handled the processing of permits for this activity.

Repealing Sections 21-1 and 21-9 and substituting new Sections 21-1 and 21-9 "RVs and Motor Vehicle Parking on Residential Property" provides for a better description of what can and cannot be parked in a residential zone.

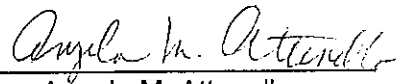
The following people came forward:

Susan Kniep, 50 Olde Roberts Street, (1) suggested the bingo regulation ordinance specify where bingos, drawings and raffles can be held, i.e., in a residential zone vs a commercial zone, etc.; and (2) spoke to the decisions rendered by the judge on the Mt. Carmel cases re: HHD-CV-14-6055769-S and HHD-CV-14-6055533-S.

Donald Sugalski, 1736 Main Street, inquired if the tests given to the clerks and the membership of the various boards and commissions will be oral or written.

#### ADJOURNMENT

MOTION      By Esther Clarke  
                  seconded by Linda Russo  
                  to **adjourn** (7:47 p.m.).  
                  Motion carried 9/0.

Attest   
                  Angela M. Attenello  
                  Town Council Clerk

*Richard F. Kehoe*

EAST HARTFORD TOWN COUNCIL 2018 JAN - 8 A 8: 37

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

JANUARY 2, 2018

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown, Patricia Harmon, and Caroline Torres

### CALL TO ORDER

Chair Kehoe called the meeting to order at 7:47 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

### AMENDMENTS TO THE AGENDA

MOTION By Ram Aberasturia  
seconded by Esther Clarke  
to **amend** the agenda as follows:

under Communications, add item 6.C. "Letter from the Metropolitan District Commission re: DEEP and Fees for Groundwater Discharge from the Hartford Landfill".

Motion carried 9/0.

### OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, inquired what the city of Waterbury v. Purdue Pharma lawsuit will cost the taxpayer; and (2) asked that the lawsuit be posted to the town's website for the public's benefit.

Donald Sugalski, 1736 Main Street, believes that the Council should amend the Boards and Commissions Procedures ordinance to mandate that all tests be written so as to provide a public record of the results.

Mayor Leclerc (1) wished all a Happy New Year; (2) thanked those who are resigning from various Boards/Commissions for their service to the community; (3) the Aselton Road Race will be held this Sunday, January 7<sup>th</sup>; (4) the severe cold weather protocol is in effect – the town's warming centers are the South End Senior Center and the Public Safety Complex; and (5) the Public Works department will pick up your tree curbside until January 12<sup>th</sup>.

APPROVAL OF MINUTES

December 12, 2017 Executive Session

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **approve** the minutes of the December 12, 2017 Executive Session.  
Motion carried 9/0.

December 12, 2017 Regular Meeting

MOTION By Ram Aberasturia  
seconded by Pat Harmon  
to **approve** the minutes of the December 12, 2017 Regular Meeting.  
Motion carried 9/0.

COMMUNICATIONS AND PETITIONS

Resignations from Various Boards and Commissions

Chair Kehoe announced the following resignations: from the Beautification Commission – Elaine Dube and Patricia Perron; from the Library Commission – Mary Mourey and Rosalie Tavtigian; and from the Zoning Board of Appeals – Richard DeCrescenzo, Jr. He thanked them all for their service to the town.

Letter to DECD Commissioner Catherine Smith re: Enterprise Zone

Mayor Leclerc discussed the following letter which she wrote to Commissioner Smith that was prompted by the state's elimination of funding for the Enterprise Zone program:

December 21, 2017

Commissioner Catherine Smith  
Department of Economic and Community Development  
450 Columbus Boulevard  
Hartford, CT 06103

Dear Commissioner Smith:

This letter is sent as a follow-up to discussions with you and your office regarding the State Enterprise Zone program and clarification on the elimination of state funding to support the program.

East Hartford was designated a Distressed Municipality and a Targeted Investment Community by the State of CT. As you are aware, the goal of the program was to attract development and incentivize business relocation and expansion projects. The benefits of a five-year, 80% abatement of local property taxes on all qualifying real and personal property new to the Grand List committed the state to funding 50% of the tax abatement by returning revenue to the distressed community.

In light of the state's decision to no longer fund the program, as of today's date, the Town of East Hartford no longer wishes to participate in the program. In January I will send a request to our Town Council to repeal the town ordinance which enables the program. I respectfully request appropriate action from your department in connection with our decision to eliminate the Enterprise Zone in East Hartford.

Sincerely,

Marcia A. Leclerc, Mayor

Letter from the Metropolitan District re: DEEP and Fees for Groundwater Discharge from the Hartford Landfill

Chair Kehoe summarized the communication from William DiBella, Chair of the MDC. As previously stated at a Council meeting by MDC representatives, the State of Connecticut (DEEP) is disputing the charges from the MDC for groundwater runoff from the Hartford Landfill into the MDC's sanitary sewer system. The disputed amount, including accrued interest through December 2017, is approximately \$3.4M. This outstanding debt – if not paid by DEEP – will result in an increase in the ad valorem sewer charge assessed to the MDC member towns from an expected 3% increase to an 8% increase.

NEW BUSINESS

Recommendation from Ordinance Committee:

Sections 2-1a through 2-1e "Boards and Commissions Procedures"

MOTION      By Linda Russo  
                  seconded by Esther Clarke  
                  to **amend** the East Hartford Code of Ordinances by adding new sections 2-1a through 2-1e, entitled "Boards and Commissions Procedures" consistent with the draft dated December 7, 2017 as unanimously approved by the Ordinance Committee.  
                  Motion carried 9/0.

Section 13-31 "Bingo Regulations"

MOTION      By Linda Russo  
                  seconded by Marc Weinberg  
                  to **amend** the East Hartford Code of Ordinances by adding a new section 13-31 entitled "Bingo, Raffles, Drawings", consistent with the draft dated December 5, 2017 as unanimously approved by the Ordinance Committee.  
                  Motion carried 9/0.

Prior to action on the following agenda items, Corporation Counsel Scott Chadwick gave a brief overview of the pending litigation against opioid manufacturers. Attorney Chadwick indicated that the city of Waterbury contacted Mayor Leclerc to inform her of the pending action known as "City of Waterbury v. Purdue Pharma, L.P." that the city was pursuing against opioid manufacturers. Attorney Chadwick stated that any fees and/or costs associated with the lawsuit would be deducted from any settlement that the town might receive.

City of Waterbury v. Purdue Pharma, L.P.

Authorization to Sue

MOTION      By Ram Aberasturia  
                  seconded by Caroline Torres



to **authorize** the town of East Hartford to join as a party plaintiff in the pending Superior Court action known as City of Waterbury v Purdue Pharma, L/P., an action against opioid manufacturers.  
Motion carried 9/0.

Bid Waiver: Legal Services – City of Waterbury v Purdue Pharma, L.P.

MOTION By Ram Aberasturia  
seconded by Esther Clarke  
that pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the bidding requirements for legal services associated with the pending Superior Court action known as City of Waterbury v. Purdue Pharma, L.P., an action against opioid manufacturers, and to **authorize** the town to retain the law firms of Drubner Hartley & Hellman, LLC and Simmons Hanley Conroy LLC to provide legal services to prosecute same as it is in the best interests of the town.  
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim: Kerri Renner, Board of Education Member

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **accept** the recommendation of Corporation Counsel to accept \$50,000.00 as full satisfaction of the outstanding workers' compensation lien of current Board of Education employee, Kerri Renner.  
Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Susan Kniep, 50 Olde Roberts Street, (1) asked that the paperwork for the Purdue Pharma lawsuit be posted to the town's website; (2) inquired if Senator Joan Hartley's husband is a member of the law firm of Drubner Hartley & Hellman; (3) asked what would the town's liability be if it is not awarded a settlement in the Purdue Pharma lawsuit and is then counter-sued by Purdue Pharma; and (4) inquired on the Connecticut Attorney General's involvement in the Purdue Pharma litigation, if any.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (8:47 p.m.).  
Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be January 16<sup>th</sup>.

Attest Angela M. Attenello  
/ Angela M. Attenello  
TOWN COUNCIL CLERK

**RV's and Motor Vehicle Parking on Residential Property  
(12-11-17)**

Sec. 1. Section 21-1 of the code of ordinances of the town of East Hartford is hereby repealed and the following is substituted in lieu thereof:

**Sec. 21-1. Abandoned and/or Inoperable Vehicles**

(a) Definition. For purposes of Sections 21-1 and 21-2 of the Municipal Code, the terms below have the following meaning:

- (1) "Motor vehicle" shall mean a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery, except for electric battery operated wheel chairs or scooters, self-propelled snow plows, snow blowers or lawn mowers and shall include, without limitation, automobile, truck, trailer, major recreational equipment, motorcycle, tractor, buggy and wagon.
- (2) "Street" shall have the same definition as set forth in Sec. 1-2(32) of the Code of Ordinances.
- (3) "Public property" shall mean all real estate owned and/or maintained by the Town of East Hartford.
- (4) "Abandoned motor vehicle" shall mean any motor vehicle within the Town which, after a good faith determination, has the appearance that the owner has relinquished control without the intention of reclaiming it, including, but not limited to, an unregistered vehicle a vehicle with invalid marker plates, or one which is damaged, vandalized, dismantled, partially dismantled, inoperative, or unusable as a motor vehicle.
- (5) "Person" shall have the same definition as set forth in Sec. 1-2(21) of the Code of Ordinances.

(b) Abandoned Vehicles Prohibited. No person shall park, store, leave or permit the parking, storing, or leaving of any motor vehicle of any kind which is in an abandoned condition whether attended to or not, upon any public or private property within the town. This section shall not-apply to:

- (1) Any motor vehicle on private property which is enclosed within a building held in connection with a business enterprise lawfully licensed by the Town and/or State and located within the appropriate zone;
- (2) A duly licensed motor vehicle junk yard;
- (3) Any motor vehicle which is in operable condition specifically adopted or designed for operation on drag strips or raceways, or retained by the owner for antique collection purposes, or any inoperable motor vehicle being restored to an operable condition, provided that:
  - (i) only one such motor vehicle shall be permitted at any one time on the property in question;
  - (ii) Motor vehicle parts used in the restoration must be stored in the motor vehicle or in a structure;
  - (iii) Such motor vehicles are to be covered with a tarpaulin whenever work is not being done upon them;
  - (iv) In the case of a motor vehicle being restored to an operable condition, a permit has been obtained from the Department of Inspections and Permits, said permit limited to sixty days, renewable once for an additional sixty

days.

Notwithstanding subsection (3) above, nothing herein shall preclude more than one motor vehicle, if such additional vehicles are totally within an enclosed structure, outside of public view, and not in violation of any health, safety or zoning laws.

(c) Notice to Remove. Any officer of the Police Department, upon discovery of any abandoned motor vehicle, or upon notification by any official of the Department of Inspections and Permits, or any official of the Health Department of an abandoned motor vehicle, shall affix to such motor vehicle a notification sticker in a manner so as to be readily visible. Said notification shall contain the following information: (1) The date and time the notification sticker was affixed to the motor vehicle; (2) A statement that pursuant to Section 14-150 of the Connecticut General Statutes, if the motor vehicle is not removed within twenty-four (24) hours of the time the sticker was affixed, it shall be taken into custody, and stored at the owner's expense; (3) The location and telephone number where additional information may be obtained; and (4) The identity of the affixing officer. If said motor vehicle is not removed within such twenty-four [(24)] hour period, the police may order removal: Notwithstanding the above, if the abandoned motor vehicle is on private property, and the private property owner acknowledges that said vehicle is owned by him or her, or is on the property with the owner's consent, the order to remove shall be for within thirty (30) days. Nothing herein shall preclude the Town from removing any abandoned vehicle for traffic, health or safety purposes at any time deemed necessary.

(d) Notice of Disposition. If an abandoned vehicle has a market value, based on its current condition, of one hundred dollars or less, and is so vandalized, damaged or in disrepair as to be unusable as a motor vehicle, title to such motor vehicle shall, upon taking custody of such motor vehicle, immediately vest in the Town. Within forty-eight hours of the time that such motor vehicle is taken into custody, the affixing department shall notify the Commissioner of Motor Vehicles, in writing, of the vehicle identification number and a description of the motor vehicle. Upon sale or other disposition of the motor vehicle, the affixing department shall give written notice by certified mail to the person who was the owner of such motor vehicle at the time of abandonment, if known, which notice shall state that the motor vehicle has been sold or otherwise disposed of. The proceeds of the sale or disposition, or the fair market value of the motor vehicle in its current condition, whichever is greater, less the towing and sale or disposal expenses, shall be paid to such person or his representatives, if claimed by him or them within one year from the date of sale. If such balance is not claimed within such period, it shall escheat to the municipality. If the expenses incurred by the municipality for towing and the sale or disposition of such motor vehicle exceed the proceeds of such sale or disposition, such person shall be liable to such municipality for such excess amount. For vehicles with a market value in excess of one hundred dollars, notice shall be given, by certified mail, to the owner of such motor vehicle, if known, within forty-eight hours of the time the motor vehicle is taken into custody, which notice shall state: (1) That the motor vehicle has been taken into custody and stored; (2) The location of the storage of the motor vehicle; (3) That such motor vehicle may be sold after fifteen days if its market value does not exceed five hundred dollars, or ninety days if its market value exceeds five hundred dollars; and (4) That the owner has a right to contest the validity of such taking by application, on a form prescribed by the Commissioner of Motor Vehicles, to the hearing officer named in such notice within ten (10) days from the date of such notice. Such application forms shall be made readily available to the public at all offices of the town's police department. If the motor vehicle is on private property, the property owner and occupants shall also be provided with

the same notice, provided that notice need only be given to a landlord in the case of an apartment complex with more than three (3) dwelling units. All sales and/or other dispositions of abandoned motor vehicles shall be accomplished in compliance with the notice and advertising provisions of Public Act No. 87-372 or such amendments and/or successor statutes adopted by the General Assembly.

(e) Penalty. Any person violating any of the provisions of this section shall be guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than one hundred dollars. If the abandoned vehicle is on private property, each day which such violation continues after the expiration of the thirty day removal order shall be considered a separate violation. If the abandoned vehicle is on a street or public property, the daily fine shall commence upon the posting of a notice on the vehicle. Nothing herein shall be construed as limiting the civil remedies available to a private property owner for damage to, or violation of, the owner's property rights by the owner of the abandoned vehicle.

(f) Removal by the Town. If the motor vehicle is on private property and has not been removed within the thirty day period of compliance, the Town or its designee shall have the right to take possession of the abandoned vehicle and remove it from the premises. This thirty day period may be extended by the hearing officer, appointed pursuant to Sec. 21-2 of the Code of Ordinances, if there is a pending appeal and if the vehicle is on private property. It shall be unlawful for any person to interfere with, hinder, or refuse to allow the Town or its designee to enter upon private property for the purpose of removing an abandoned motor vehicle under the provisions of this ordinance.

(g) Redemption of Impounded Motor Vehicle. The owner of any abandoned motor vehicle seized under the provisions of this section may redeem said motor vehicle prior to its disposition or destruction upon proof of ownership and payment to the Town and/or its designee such sum as determined and fixed for the actual and reasonable expense of removal, storage and any preliminary disposition costs.

(h) Liability of Owner or Occupant. Upon failure of the owner of the abandoned motor vehicle, the owner of the private property, and/or the occupant of the private property from which abandoned motor vehicles have been removed by the Town to pay the unrecovered expenses incurred by the Town in such removal, a lien shall be placed upon the property of the owner of the abandoned motor vehicle, or the owner of the property, and/or the occupant of the property, for the amount of such expenses.

(i) Designee of the Town. Any designee of the Town selected for purposes of storing or disposal of abandoned motor vehicles shall be selected through competitive bidding. The bid proposal shall provide that the Town shall be held harmless for any damage to, or disposal of, the abandoned motor vehicle by the designee in violation of state law.

(j) Towing Charges. The Purchasing Agent shall solicit bids for towing charges of abandoned vehicles to a central location designated by the Director of Public Works. The Purchasing Agent shall also solicit bids for the removal and disposition of abandoned vehicles from said central location. The Town shall only be liable for towing charges of abandoned vehicles towed by order of the Town. The Town shall not be liable for any storage fees unless such storage is at the direction of the Town. Nothing herein shall preclude the town from pursuing civil action against the owner of an abandoned motor vehicle.

Sec. 2. Section 21-9 of the code of ordinances of the town of East Hartford is hereby repealed and the following is substituted in lieu thereof:

Sec. 21-9. Parking Prohibited on Front Lawns.

(a) As used in this section:

1. "driveway" means a hard surface consisting of asphalt, concrete, brick, pavers, gravel or other materials normally used for driveways which is no greater in width than authorized under applicable Town zoning regulations and which is used as a means of ingress and egress to a parking area.
2. "major recreational equipment" means a travel trailer, camper, motorized home, tent, auto camper and aquatic and off road vehicles.
3. "travel trailer" means a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation use, permanently identified "travel trailer" by the manufacturer of the trailer.
4. "camper" means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation use.
5. "motorized home" means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
6. "tent" means a fabric folding structure mounted on wheels and designed for travel use.
7. "auto camper" means a lightweight unit that fits on top of a vehicle designed primarily for recreational use.
8. "aquatic and off road vehicles" means boats, ski-mobiles, dune buggies, amphibious vehicles, dirt bike and includes a trailer, case, or box used for transporting such vehicles to a point of use.
9. "parking space" means the area for parking a motor vehicle, except for major recreational equipment, no more than ten feet wide and twenty feet long, made up of a surface consisting of the materials set forth in subdivision (1) of this subsection, and having direct access to a street or driveway.

(b) No motor vehicle that is not major recreational equipment shall be parked on property on which a one to four family dwelling is located in a residential zone unless it is parked in a garage or in a driveway or parking space, which driveway or parking space shall not be located on any portion of such property between the living area of the dwelling and the street unless such driveway or parking space has been approved under applicable Town zoning regulations and building code.

(c) No major recreational equipment may be stored or parked on any property in a residential zone unless it is thirty feet or less in total length and is (i) parked or stored in a garage or other completely enclosed structure that is legal under applicable East Hartford zoning regulations or (ii) parked on a parking space at least five feet from side and rear lot lines, no closer than twenty-five feet to any adjoining residence. Such equipment, during the time it is parked or stored on such property, shall not be used or occupied for living, sleeping, housekeeping, storage or business purposes and there shall be no connections to any utility service, including electric, heat, water, sewage disposal, or natural gas services. Such equipment shall be owned by a person

residing on such property, registered with the Connecticut Department of Motor Vehicles, if applicable and operational and fit for its intended use. The owner of such recreational equipment shall be current with respect to the payment of taxes to the Town.

- (d) Notwithstanding the provisions of subsection (c), major recreational equipment that has a total length of thirty feet or less may be parked on a driveway or parking space of such property for a period not exceeding twenty-four hours.
- (e) The Director of Inspections and Permits may promulgate regulations to carry out the provisions of this section.
- (f) Nothing in this section shall supersede any town of East Hartford zoning regulation which is more restrictive on the location of major recreational equipment or motor vehicle.
- (g) A civil penalty of one hundred dollars shall be assessed for any violation of this section.

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**Police Department**

31 School Street  
East Hartford, Connecticut 06108-2638

TELEPHONE  
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM  
CHIEF OF POLICE

[www.easthartfordct.gov](http://www.easthartfordct.gov)

November 14, 2017

Richard F. Kehoe, Chairman  
East Hartford Town Council  
740 Main Street  
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application -  
"26<sup>th</sup> Annual Aselton Memorial Snow Dash 5K"**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by the **East Hartford Police Department and the East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**. The applicants seek to conduct a 5K road race (Snow Dash) to be held in the vicinity of the Langford School in East Hartford on **Sunday, January 7, 2018 between the hours of 11 AM and approximately 3 PM**. The use of public streets should occur between the hours of 1:30 PM and should cease by 2:15 PM. The race will begin and end at the Langford School, 61 Alps Drive. Registration will begin at 11 AM.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Offices of Corporation Counsel and Finance** along with the **Fire, Health and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments for these events**.

The **Public Works Department** approves the application as submitted and states **the anticipated cost to the Department is \$1,500.00**.

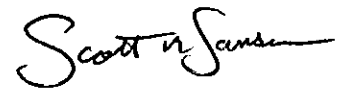
The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide police protection for the event. The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- **The anticipated cost to the Department for this event is \$2,497.13, which includes an *estimated 2%* contractual raise.**



Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott M. Sansom  
Chief of Police

Cc: Applicant

# TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc  
Mayor

OUTDOOR AMUSEMENT PERMITS  
31 SCHOOL STREET  
EAST HARTFORD, CT 06108-2638  
(860) 528-4401

## OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom  
Chief of Police

**THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR**

1. Name of Event:  
26th Annual Officer Brian A. Aselton Memorial Snow Dash 5K
2. Date(s) of Event:  
Sunday, January 7, 2018
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant ) :  
Kristine Vincent, Assistant Director  
Cell: 860-324-4175, work: 860-291-7160  
kvincent@easthartfordct.gov  
East Hartford Parks & Recreation Department, 50 Chapman Place  
and East Hartford Police Department, 31 School Street are co-sponsors
4. If Applicant is a partnership, corporation, limited liability company, club, or association, list the names of all partners, members, directors and officers AND provide their business address.  
East Hartford Parks & Recreation Department  
50 Chapman Place,  
East Hartford, CT 06108  
Ted Fravel: Parks & Recreation Director
5. List the location of the proposed amusement: (Name of facility and address)  
Start/Finish Langford School, 61 Alps Drive, Course is on neighborhood streets
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):  
Sunday, Jan. 7, 2018. Start 1:30 PM, Registration 11:00 AM, last runner 2:15 P
7. Provide a detailed description of the proposed amusement:  
5K road race which utilizes Town streets. Starts and ends at Langford School. Gym used for staging area and registration. Proceeds benefit Officer Brian Aselton Memorial Scholarship and EHPD Youth Crime Prevention.

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes  No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?

9. What is the expected age group(s) of participants?

Ages 8 - 80 plus years of age.

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

300 runners

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Traffic will be controlled until final runners pass on clockwise loop course

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Traffic will be controlled by East Hartford Police Department

c. Parking plan on site & impact on surrounding / supporting streets:

Parking on site at Langford School and on Harvard Drive.

d. Noise impact on neighborhood:

N/A

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement: .

Trash & litter will be maintained by Parks Maintenance personnel.

f. List expected general disruption to neighborhood's normal life and activities:

Course will be marked with portable directional signs by P&R staff on race day

g. Other expected influence on surrounding neighborhood:

Minimal traffic impact. As soon as runners pass, streets will reopen.

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Course is accessible to emergency personnel.

b. Provisions for notification of proper authorities in the case of an emergency:

Cell phones and two-way radios will be used in the vent of emergencies.

c. Any provision for on-site emergency medical services:

No

d. Crowd control plan:

Crowd will be controlled by EHPD and Parks & Recreation staff.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

Parks Maintenance will clean-up outside areas, school custodians inside areas

f. Provision of sanitary facilities:

PLavatoires located inside Langford School.

13. Will food be provided, served, or sold on site:

Pre-packaged food, water and sports drinks will be provided

Food available  Yes  No AND contact has been made with the East Hartford Health

Department  Yes  No.

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

---

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

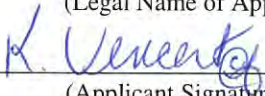
b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

---

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Kristine Vincent

(Legal Name of Applicant)



(Applicant Signature)

Kristine Vincent

(Printed Name)

10/25/2017

(Date Signed)

Assistant Director, Parks Rec

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

---

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

Yes  No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

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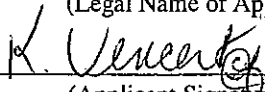
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(Legal Name of Applicant)



(Applicant Signature)

Kristine Vincent

(Printed Name)

10/25/2017

(Date Signed)

Assistant Director, Parks Rec

(Capacity in which signing)

(Send application electronically to [cfrank@easthartfordct.gov](mailto:cfrank@easthartfordct.gov))

---

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

N/A

Received By: Carol Frank  
Employee Number. 9019  
Date & Time Signed: 10-31-17 2:40 ~~AM~~ PM  
Time remaining before event: 30<sup>th</sup> days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Fire



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
(860) 528-4401



Marcia A. Leclerc  
Mayor

## Administrative Review of Amusement Permit

Event Date: **January 7, 2018**  
Event: **26<sup>th</sup> Annual Brian Aselton Memorial Snow Dash 5K**  
Applicant: **East Hartford Police Department and the East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
  - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
  - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

William Perez, Assistant Fire Chief  
Signature \_\_\_\_\_ November 8, 2017  
Date

Comments:

Health Dept



Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
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31 School Street  
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  - Health Department
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  - Public Works Department
  - Corporation Counsel
- Anticipated Cost(s) if known \$ \_\_\_\_\_ 0 \_\_\_\_\_

Michael T. O'Connell  
Signature

11/01/2017  
Date

Comments:





Scott M. Sansom  
Chief of Police

**TOWN OF EAST HARTFORD**  
**POLICE DEPARTMENT**  
**Outdoor Amusement Permits**  
31 School Street  
East Hartford, CT 06108  
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Marcia A. Leclerc  
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- 
- Fire Department
  - Health Department
  - Parks & Recreation Department
  - Public Works Department
  - Corporation Counsel
- 
- Anticipated Cost(s) if known \$0.00

*Ted Fravel*  
Signature

*11/14/17*

Date

Comments:



**Frank, Carol**

---

**From:** Gentile, Richard  
**Sent:** Wednesday, November 01, 2017 3:40 PM  
**To:** Frank, Carol  
**Subject:** RE: 26th Annual Brian Aselton Memorial Snow Dash 5K

I have no comments or concerns with this event.

---

**From:** Frank, Carol  
**Sent:** Tuesday, October 31, 2017 2:57 PM  
**To:** Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John  
**Cc:** Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike  
**Subject:** 26th Annual Brian Aselton Memorial Snow Dash 5K

Good afternoon all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or signed Administrative Review to my attention at the Police Department by no later than **Tuesday, November 14, 2017**. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

**Frank, Carol**

---

**From:** Walsh, Mike  
**Sent:** Tuesday, November 14, 2017 11:11 AM  
**To:** Frank, Carol; Fravel, Theodore  
**Subject:** RE: Aselton Memorial Snow Dash

Carol –

You will hear separately from Chris Sasen, the newly hired Risk Manager, but we both went through the application today and from Risk's perspective, all is well and we have no issues. Thanks.

Michael P. Walsh, Director of Finance  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108  
Telephone: (860) 291-7246  
Facsimile: (860) 289-0831  
E-Mail: [MWalsh@easthartfordct.gov](mailto:MWalsh@easthartfordct.gov)

---

**From:** Frank, Carol  
**Sent:** Tuesday, November 14, 2017 10:04 AM  
**To:** Fravel, Theodore; Walsh, Mike  
**Subject:** Aselton Memorial Snow Dash

Good morning Gentlemen.

Just a quick reminder that your reviews for the above captioned event are due today. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street  
East Hartford, CT 06108

Ph: 860-291-7631  
Fax: 860-610-6290

FF REVIEW

**Frank, Carol**

---

**From:** Hawkins, Mack  
**Sent:** Tuesday, November 14, 2017 8:16 AM  
**To:** Frank, Carol  
**Subject:** RE: 2018 26th Annual Aselton Memorial Snow Dash 5K

Carol,

I have reviewed the Outdoor Amusement Permit Application for the 26<sup>th</sup> Annual Aselton Memorial Snow Dash. I approve the application as submitted. The anticipated cost to the Department for this event is \$2497.13, which includes an estimated 2% contractual raise.

Thank you,

*Deputy Chief Mack S. Hawkins*

Chief of Field Operations  
East Hartford Police Department  
31 School St.  
East Hartford, CT 06108  
Office 860 291-7597

***Serving Our Community with Pride and Integrity***



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**From:** Frank, Carol  
**Sent:** Monday, November 13, 2017 8:30 AM  
**To:** Fravel, Theodore; Bockus, Tim; Hawkins, Mack; Walsh, Mike  
**Subject:** 2018 26th Annual Aselton Memorial Snow Dash 5K

Good morning Gentlemen.

Just a quick reminder that your reviews for the above captioned event are due tomorrow. Thank you.

Carol Frank  
East Hartford Police Department  
Support Services Bureau  
31 School Street



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *M*  
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

---

In August 2017, Mr. Asim Etem contacted the Grants Administration Office to discuss the renewal of his lease of the Town-owned property at 1450 Main Street, currently operated as "Tastebuds Banquet and Catering". During this conversation, Mr. Etem stated that he would entertain the possibility of purchasing the property from the Town.

The Grants Administration Office has included the attached background information on the history and present status of the lease.

Please refer this matter to the Real Estate Acquisition and Disposition Committee at the January 16, 2018 meeting.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
R. Gentile, Corporation Counsel  
M. Walsh, Finance Director

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *ASMO*

SUBJECT: Referral to Town Council -- Appraisal of 1450 Main Street (former Second North School)

DATE: January 8, 2018

---

Mr. Asim Etem is the current lessee of the Town-owned property at 1450 Main Street, formerly known as the Second North School. The property is presently operated as "Tastebuds Banquet and Catering."

In August, 2017, Mr. Etem contacted the Grants Administration Office to begin discussions regarding renewal of the lease, which expires on June 30, 2019. Because of the nature of his business, Mr. Etem often books events 12 to 18 months in advance. This is the reason for the longer-than-usual lead time for the renewal request.

During this initial conversation, Mr. Etem stated that, in addition to the lease renewal, he would also entertain the possibility of purchasing the property from the Town. I have attached some background information on the history and present status of the lease.

I am requesting that this item be placed on the Town Council agenda for their January 16, 2018 meeting as a referral to the Real Estate Acquisition and Disposition Committee. Please contact me at extension 7206 if you have any questions.

Attachments (1)

Cc: Eileen Buckheit, Development Director  
Richard Gentile, Assistant Corporation Counsel  
Michael Walsh, Finance Director

### **Background on Tastebuds Lease (1450 Main Street)**

In early 1997, the Town issued a Request for Proposals for the lease and renovation of the Second North School (1450 Main Street). At that time, the Town considered the school to be "a significant architectural feature" and its revitalization was viewed as "an important element in the overall Main Street revitalization effort."

The proposal that was accepted was submitted by Kevin Morrissey, dba Tastebuds Caterers of East Hartford. At the time, Tastebuds was located at 464 Tolland Street, but Mr. Morrissey was looking to move to a new location. His submission proposed converting the building into a banquet facility.

The lease contains a scope of work which divided the cost of necessary renovations between the Town and Mr. Morrissey. The Town was to cover no more than \$325,000 and he was to cover not more than \$250,000. The lease itself references a grant from the State of Connecticut to the Town of \$325,000, so it appears there was no direct project cost for the Town.

The original lease for the facility was executed on September 18, 1998 by former Mayor Timothy Larson and Mr. Morrissey. For various reasons concerning Certificates of Occupancy, the actual effective date of the lease was June 30, 1999. The terms of the lease broke the duration into two 10-year periods. The option to renew the lease after the first ten years belonged to the lessee. The rent for the first 10 years was \$1.00 per square foot (\$8,818.00 annually). For the second ten years, the rent doubled to \$2.00 per square foot (\$17,636 annually).

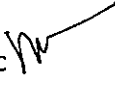
In 2003, Mr. Morrissey exercised his right to assign the lease to another party, Mr. Asim Etem, who took over the business known as Tastebuds. According to the files, Mr. Etem exercised his right to renew the lease in 2009.

My records indicate that, other than some confusion regarding the effective date of the new rent in 2009, there have been no issues or problems regarding the lease since Mr. Etem took it over in 2003.





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Dial-a-Ride Operating Assistance Grant

---

The Town has been awarded a \$13,139.00 grant from the Greater Hartford Transit District (GHTD) to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2017 to June 30, 2018. This is a noncompetitive award that the Town receives due to its inclusion as a GHTD member town.

The Town has been receiving this grant from the GHTD on an annual basis since 2006. This amount represents a \$405.00 decrease from the previous year. The Town is required to match these funds dollar for dollar. Attached are the guidelines for the use of funding and a Resolution that is necessary to execute documents for the town.

Please place this information on the agenda for the January 16, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
T. Fravel, Parks and Recreation Director

## RESOLUTION

I, Angela M. Attenello, Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the Town Council of said corporation, duly held on the 16th day of January, 2018.

**WHEREAS:** The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2017-2018 and;

**WHEREAS:** these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens,

**NOW THEREFORE LET IT BE RESOLVED;** that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,139.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this \_\_\_\_ day of January, 2018.

Signed: \_\_\_\_\_  
Angela M. Attenello  
Town Council Clerk

seal

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: 2017-18 Dial-A-Ride Operating Assistance Grant Contract

Funder: Greater Hartford Transit District (GHTD)

Grant Amount: \$13,139

Frequency:     One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>2006*</u>		
Last 3 years received:	<u>2017</u>	<u>2016</u>	<u>2015</u>
Funding level by year:	<u>\$13,544</u>	<u>\$14,133</u>	<u>\$14,133</u>

Is a local match required?     Yes     No

If yes, how much? 50% of eligible program expenses or \$13,139, whichever is the lesser

From which account? Already budgeted funds from Senior Services Contract Services Dial-a-Ride account

Grant purpose: Defray costs for Town Dial-a-Ride transportation services for seniors and disabled

Results achieved: Reduction in Town funds necessary to operate Dial-a-Ride transportation system.

Duration of grant: One year


Status of application: GHTD does not require an application for this entitlement (non-competitive) grant. Resolution will authorize Mayor to sign grant contract.

Meeting attendee: Parks and Rec Director Ted Fravel, ext. 7166

Comments: \*Grant Administration Office records indicate this grant has been received as far back as 2006. Town may have participated in previous years.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Council Resolution -- Dial-a-Ride Operating System Grant  
DATE: January 5, 2018

---

Attached is a draft resolution authorizing your signature on an Operating Assistance Grant Contract with the Greater Hartford Transit District (GHTD) for funding to operate the Dial-a-Ride program for the elderly and disabled citizens of East Hartford.

The Town of East Hartford has been awarded a \$13,139.00 grant from the GHTD to pay a portion of the cost of operating the Dial-A-Ride program for the current fiscal year July 1, 2017 to June 30, 2018. This amount represents a \$405.00 decrease from the previous year.

This is a non-competitive award that the Town receives because it is a member of the GHTD. My records indicate the Town has received this grant annually as far back as 2006.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 16, 2018. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director  
Ted Fravel, Parks and Recreation Director  
Kathy Kane, Senior Services Coordinator

## OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2017 by and between the Greater Hartford Transit District (the "District") and the Town of East Hartford ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2018-ADA-02 Agreement No. 10.09-02 (14) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of East Hartford for the time period of July 1, 2017 through June 30, 2018.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2017, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operation Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$26,277.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$13,139.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must comply with reporting requirements set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$13,139.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2017 through June 30, 2018. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless 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 of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) 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 Commission (on Human Rights and Opportunities of the State of Connecticut); (3) 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 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; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) 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 as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract 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; (2) 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 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; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) 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 as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: [http://www.das.state.ct.us/Purchase/Info/Executive\\_Orders.pdf](http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf)

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this

Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this \_\_\_\_ day of \_\_\_\_\_, 2018.

[SEAL]

Signed and Sealed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Vicki L. Shotland, Executive Director

\_\_\_\_\_  
Witness

TOWN OF EAST HARTFORD

The Grantee has executed this Grant Contract this \_\_\_\_ day of \_\_\_\_\_, 2018.

[SEAL]

Signed and Sealed in the presence of:

\_\_\_\_\_  
Witness


\_\_\_\_\_  
Marcia A. Leclerc, Mayor

\_\_\_\_\_  
Witness





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Connecticut State Targeted Response to the Opioid Crisis  
Community Mini-Grant Application

---

The Town of East Hartford is eligible to apply for the Connecticut State Targeted Response to the Opioid Crisis – Community Mini Grants program funded by the Capital Area Substance Abuse Council, with support from the Department of Mental Health and Addiction Services and the federal Substance Abuse and Mental Health Services Administration.

The Mini Grant would provide East Hartford Youth Services with funding to build its capacity to develop local opioid addiction and overdose prevention and response efforts through public information campaigns to educate students, parents, and school personnel.

Please place this information on the agenda for the January 16, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
M. Walsh, Finance Director  
C. Nolen, Youth Services Director

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 16th day of January, 2018

## RESOLUTION

**WHEREAS;** the Capital Area Substance Abuse Council has announced the new Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grant opportunity; and

**WHEREAS;** every day in the United States, 91 people die as a result of drug overdose, and another 6,748 are treated in emergency departments (ED) for the misuse or abuse of drugs; and

**WHEREAS;** between 2012 and 2015, the number of opioid-related deaths in the State of Connecticut grew at four times the rate of the national average,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the Capital Area Substance Abuse Council as they pertain to this Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grant opportunity.

**AND I DO CERTIFY** that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF,** I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the \_\_\_ day of January, 2018.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grants

Funder: Capital Area Substance Abuse Council, with support from the CT Department of Mental Health and Addiction Services and federal Substance Abuse and Mental Health Services Administration

Grant Amount: Up to \$5,000

Frequency:  One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required?     Yes     No

If yes, how much?    N/A

From which account? N/A

Grant purpose: To provide communities with funding to build their capacity to develop and/or enhance local opioid addiction and overdose prevention and response efforts.

Results achieved: See "Deliverables" section on page 2 of the attached funding availability announcement

Duration of grant: Through April 30, 2018

Status of application: Submitted

Meeting attendee: Youth Services Director Cephus Nolen, ext. 7181

Comments: Timing of funding announcement and application deadline did not allow for Council consideration prior to application deadline. The Town retains the right to turn down the funding if the Council does not approve this resolution.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *PSMOL*

SUBJECT: Council Resolution – Application to Capital Area Substance Abuse  
Council Connecticut State Targeted Response to the Opioid Crisis -  
Community Mini Grant

DATE: January 5, 2018

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Attached is a draft Town Council resolution authorizing you as Mayor to apply to the Capital Area Substance Abuse Council for a grant under the Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grant Program.

Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grants will provide communities with funding to build their capacity to develop and/or enhance local opioid addiction and overdose prevention and response efforts. A copy of the application addendum, which describes the proposed activities under the grant, is attached.

Please note that the timing of the funding announcement and application due date did not allow for Council consideration prior to the application deadline. The Town retains the right to turn down the funding if the Council does not approve this resolution.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 16, 2018. Please contact me at extension 7206 if you have any questions.

Attachments (2)

Cc: Eileen Buckheit, Development Director  
Cephus Nolen, Youth Services Director

## Connecticut State Targeted Response to the Opioid Crisis

### Community Mini-Grant Application Addendum

**Eligibility:** The **East Hartford Local Prevention Council** has served the East Hartford community for well over 20 years using community wide strategies to help prevent substance use and abuse by youth and families. The Local Prevention Council is in a good position to provide a community wide response to effectively targeted response to Opioid addiction, prevention and a community wide response.

According to a recent article from the Patch.com dated September 1<sup>st</sup> 2017 the state of CT is on pace to have over 1,000 fatal overdoses this year. East Hartford specifically has had 13 resident opioid deaths with 10 overdose death occurring within town. According to the emergency response portion of the East Hartford Fire Department they have administered Narcon 63 times in the year 2016. This year with a month left they have already administered Narcon 63 times.

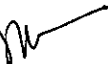
With this as a backdrop the LPC is committed to reaching the goals of the grant:

1. *Implement substance abuse prevention and behavioral health promotion initiatives within their communities;* The LPC will be able to start a community campaign to raise awareness of this initiative with both the adult and youth population. We will be able to purchase materials and also develop promotional material that relates to the DMHAS “Change the Script” campaign but also develop material that is East Hartford based. Using print media and possibly the local access channel as the vehicle to get this information out the community. The LPC would also be able to use the youth PAWS group (Peers are Wonderful Supports). This 25 year old program consists of middle and school and high school students who have developed community campaign related to substance abuse prevention. They would be able to develop a youth version of the Opioid prevention campaign.
2. *Educate local pharmacists, doctors, dentists and veterinarians on the CT Prescription Monitoring and Reporting System (CPMRS), as well as engage community providers in promotion of CPMRS use among prescribers.*  
The LPC will send out this important information material of the CPMRS to local providers who are also prescribers through a letter campaign. Using the information that is already available the LPC can then use the information and tailor it to the East Hartford Community. East Hartford has a system of school-based health centers in the schools; Federal community health centers as well as another large community health provider can help the LPC distribute this information. All of these entities have prescribers but also provide services for Opioid Use Disorder (OUD).
3. *Distribute OUD information to parents through schools and other venues. We will sponsor several events for school personnel, students and parents.*
  - a. A speaker will be brought in to educate parents and school staff on the issues of opioid use, abuse and prevention as well as to how to treat overdose effectively.

- b. A speaker will also present these issues to the students with a focus on the misperceptions of opioids.
  - c. PAWS (Peers are Wonderful Support) middle school and high school students will also start a campaign to respond to opioid use that is geared directly to their peers.
4. *Collaborate with Regional Action Councils and other DMHAS prevention contractors as directed by DMHAS to host and advertise opioid addiction and overdose prevention and education opportunities, and Naloxone administration trainings made available by DMHAS.* We will work closely with our Local Region Action Councils on developing strategies to combat and prevent opioid use disorder that is well researched. The RAC will be an important partner in terms of being able to find the right promotional materials and the most effective speakers for our community. We will also work closely with them in developing naloxone administration training for the community
  5. *Work with community leaders to include opioid overdose prevention and safe storage in town plans;* East Hartford through the collaboration of the Health and Police Departments have a Lock Box/ Drop Box in which the community can dispose of their unused medication. As many residents may not know what to do with unused medications, we will work in collaboration with the Police and Health department as well as the local health agencies to make the larger community aware of the need to properly dispose of unused medication.
  6. *The LPC will also utilize the state campaign message/images made available by DMHAS to develop and distribute customized local awareness messages aimed at increasing public awareness on Opioid Use Disorder.* With the various partners we will develop PSA videos through the local access channel. Many of the Towns agencies and departments have a presence on social media that we can use to make the public aware as well.
  7. As recipients of the grant the LPC will collect aggregated numbers to measure the impact of our work.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Homeland Security NSEP Grant Program

---

The Town of East Hartford is eligible for funding from the Nuclear Safety Emergency Preparedness (NSEP) program, through the of the State of Connecticut Division of Emergency Management and Homeland Security (DEMHS).

The program provides funding in the amount of \$13,500.00 for the purchase of a trailer-mounted variable message board to assist with multiple traffic patterns during a Host Town activation, or whenever the need arises in Town. This grant does not require any matching funds.

Please place this information on the agenda for the January 16, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program, and to receive the grant funding.

Thank you.

C: P. O'Sullivan, Grants Manager  
W. Perez, Assistant Fire Chief

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CT.

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council, of said corporation, duly held on the 16<sup>th</sup> day of January, 2018.

**WHEREAS**, the State of Connecticut Division of Emergency Management and Homeland Security(DEMHS) is providing funding to municipalities that provide shelter and monitoring for evacuees through the Nuclear Safety Preparedness Program; and

**WHEREAS**, the East Hartford Fire Department has requested to make an application to this program to receive funds to purchase a trailer-mounted, variable message board, to assist with multiple traffic patterns during a Host Town activation; and

**WHEREAS**, the total amount of the grant would be \$13,500.00, and does not require any matching funds from the Town of East Hartford.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council does support and authorize the submission of this grant application to DEMHS and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and make any amendments necessary to receive funding from DEMHS.

The undersigned further certifies that Marcia A. Leclerc now holds the office of Mayor of East Hartford and that she has held that office since January 10, 2011.

**AND I DO FURTHER CERTIFY** that the above resolution has not been in anyway altered, amended, or repealed, and is now in full force and effect.

**IN WITNESS WHEREOF**, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this \_\_\_\_ day of January, 2018.

---

Angela M. Attenello  
Town Council Clerk

Seal



MARCIA LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
**FIRE DEPARTMENT**  
31 School Street  
East Hartford, Connecticut 06108

(860) 291-7400  
FAX (860) 282-9706

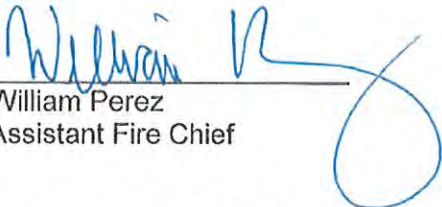
JOHN OATES  
FIRE CHIEF

TO: Marcia A. Leclerc, Mayor  
FROM: William Perez, Assistant Fire Chief  
DATE: December 27, 2017  
SUBJ: Referral to Council – Resolution Regarding a Grant from the State of Connecticut  
Division of Emergency Management and Homeland Security (DEMHS)

The Town of East Hartford is eligible to receive a grant from the Nuclear Safety Emergency Preparedness (NSEP) program, through the State of Connecticut Division of Emergency Management & Homeland Security (DEMHS). A resolution must be passed by the Town Council authorizing you to receive the grant from DEMHS.

The grant would be for the amount of \$13,500.00 (Thirteen Thousand, Five Hundred and Zero Cents) and is for the purchase of a trailer-mounted variable message board. This grant does not require any matching funds from the Town of East Hartford. The message board will be used to assist with multiple traffic patterns during a Host Town activation, or whenever the need arises in Town.

I am respectfully requesting that the attached Resolution be placed on the Town Council agenda for the January 16, 2018, meeting. The Resolution will authorize you as Mayor to receive the grant funding.

  
\_\_\_\_\_  
William Perez  
Assistant Fire Chief

Cc: John Oates, Fire Chief  
Brian Jennes, Captain-Emergency Management  
Paul O' Sullivan, Grants Administrator



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



November 30, 2017

William Perez  
Assistant Fire Chief  
East Hartford Fire Department  
31 School Street  
East Hartford, CT 06108

Dear Mr. Perez:

The purpose of this correspondence is to make an allocation to the town of East Hartford from the Nuclear Safety Emergency Preparedness (NSEP) fund to purchase a portable message sign for use during host community exercises and actual activations of the East Hartford reception center. East Hartford is a host community for the Nuclear Safety Emergency Program.

The funding for this purchase has been approved as **2018-80**, in the amount of **\$13,500.00** (Thirteen Thousand, Five Hundred dollars). Please show the assigned allocation number on all documentation. This allocation will expire on June 30, 2018.

Please submit audit quality documentation with your request for reimbursement. Additionally, the Single Audit Act requires that all grants, federal or state must be itemized in your audit. As soon as available, a copy of your annual audit documenting Nuclear Safety Emergency Preparedness Fund expenditures must be provided to:

Ms. Kathleen M. Duffy, FAM 1  
Department of Emergency Services and Public Protection, Fiscal Unit  
1111 Country Club Road, Middletown, CT 06457

Should you need any further assistance in completing this process please feel free to contact Douglas Glowacki, Program Specialist at 860.685.8469. Thank you again for your continued valuable work in support of the Nuclear Safety Emergency Program.

Sincerely,

William J. Hackett  
Deputy Commissioner

cc:  
John Oates, Fire Chief  
NSEP File

**1111 Country Club Road, Middletown, CT 06457**  
Phone: 860.685.8531 / Fax: 860.685.8902  
*An Affirmative Action/Equal Employment Opportunity Employer*

MARCIA LECLERC  
MAYOR

TOWN OF EAST HARTFORD  
FIRE DEPARTMENT  
31 School Street  
East Hartford, Connecticut 06108

(860) 291-7400  
FAX (860) 282-9706

JOHN OATES  
FIRE CHIEF

January 19, 2017

Douglas W. Glowacki  
Emergency Management Program Specialist  
Division of Emergency Management and Homeland Security  
Connecticut Department of Emergency Services and Public Protection  
1111 Country Club Road  
Middletown, CT 06457

Mr Glowacki:

The purpose of this letter is to request NSEP funding to help further enhance East Hartford's Host Town capabilities. We believe that the use of a trailer-mounted variable message board will assist with multiple traffic patterns during a Host Town activation. We also believe that it will support the mission-ready package concept as it is easy to program, and it is portable and self-contained.

Attached, please find the quote for the message board. The total amount requested by the Town of East Hartford is **\$13,500.00** (Thirteen Thousand, Five Hundred, and Zero Cents). If you have any questions, please feel free to contact me directly. Thank you for your consideration.

Respectfully,

  
\_\_\_\_\_  
William Perez, Assistant Fire Chief

CC: John Oates, Fire Chief  
Brian Jenne, Captain



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 10, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc  
RE: RESOLUTION: Homeland Security Grant Program

---

The Town of East Hartford is once again eligible for funding under the Homeland Security Grant Program (HSGP) through the State of Connecticut Department of Emergency Services & Public Protection (DESSP), Division of Emergency Management and Homeland Security (DEMHS).

The program provides funding to the Town of East Hartford and the Capital Region Council of Governments (CROG) to support emergency management and homeland security projects and programs. The Town has participated in this program since 2003.

Please place this information on the agenda for the January 16, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program, and to receive the grant funding.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
W. Perez, Assistant Fire Chief

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD, CT.**

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following is a true and correct copy of a resolution adopted by the East Hartford Town Council of said corporation, at its duly called and held meeting on January 16, 2018, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

**RESOLVED:** that the Town of East Hartford may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, including the Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate for the Federal Fiscal Year 2017 Homeland Security Grant Program; and

**FURTHER RESOLVED** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Marcia A. Leclerc now holds the office of Mayor and that she has held that office since January 10, 2011.

**IN WITNESS WHEREOF**, I do hereunto set my hand and affixed the corporate seal of said Town of East Hartford this \_\_\_\_ day of January, 2018.

---

Angela M. Attenello  
Town Council Clerk

seal

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: Federal Fiscal Year 2017 State Homeland Security Grant Program

Funder: CT Department of Emergency Services and Public Protection (DESPP)

Grant Amount: To be determined

Frequency:     One time     Annual     Biennial     Other \_\_\_\_\_

First year received:	<u>2003</u>		
Last 3 years received:	<u>2016</u>	<u>2015</u>	<u>2014</u>
Funding level by year:	<u>\$N/A</u>	<u>\$N/A</u>	<u>\$N/A</u>

Is a local match required?     Yes     No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    The resolution authorizes the Mayor to execute a **Memorandum of Agreement (MOA)** with DESPP and the Capitol Region Council of Governments (CRCOG) regarding the use of Federal Homeland Security Grant funds to support regional emergency management efforts.

Results achieved:    MOA serves to provide a coordinated and integrated program of emergency management and homeland security with state and regional entities.

Duration of grant:    One year


Status of application: Under development

Meeting attendee:    Assistant Fire Chief William Perez, (860) 291-7401

Comments:    Essentially, these grant funds are divided into two streams. Under the first, larger stream, the Town becomes eligible to participate in seven set-aside projects **chosen by DESPP** to be funded by the grant (list of projects attached). Under the second, smaller stream, the allocation of funds to towns is decided on a regional basis **by CRCOG** and a regional emergency planning team. The allocation of the smaller stream of funds has yet to be determined.

GRANTS ADMINISTRATION  
MEMORANDUM

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TO: Mayor Marcia A. Leclerc  
FROM: Paul O'Sullivan, Grants Manager   
SUBJECT: Council Resolution – FFY 2017 Homeland Security Grant Program  
DATE: January 5, 2018

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Attached is a draft resolution authorizing you to sign documents to be submitted to the state Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS), related to the Federal Fiscal Year 2017 State Homeland Security Grant Program (HSGP).

The Town of East Hartford is again eligible to participate in annual grant opportunities from the federal government under the HSGP through CT DESPP/DEMHS. A resolution must be passed by the Town Council authorizing you to sign any grant documents for submission to DEMHS.

Participating with these programs will allow the Town of East Hartford and the Capitol Region Council of Governments (CRCOG) to receive Federal funds to support emergency management and homeland security projects and programs that benefit the Town.

The HSGP helps fulfill one of the core missions of the Department of Homeland Security by enhancing the country's ability to prepare for, prevent, respond to and recover from potential attacks and other hazards. The Town has participated in this program since its inception.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on January 16, 2018. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
William Perez, Assistant Fire Chief

## DESPP Set-Aside Projects

- a. Expand Regional Collaboration;
- b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
- c. Chemical, Biological, Radiological, Nuclear, and Explosives (CBRNE) Detection;
- d. National Incident Management System (NIMS)/ Incident Command System (ICS) Training and Exercise;
- e. Metropolitan Medical Response System;
- f. Citizen Corps. Program; and
- g. Medical Preparation and Response





FFY 2017 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 3 MEMORANDUM OF AGREEMENT



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

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

**Town Information:** 

Person Completing Document:	Brian J. Jennes
Municipality Name:	EAST HARTFORD
Town CEO Name:	Marcia A. Leclerc
Town CEO Title (ie. Mayor):	Mayor

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

**Point of Contact Information:** 

POC Name & Title:	Brian Jennes, Fire Captain Emergency I
Address:	31 School St
Email:	BJennes@easthartfordct.gov
Phone:	860-291-7411
Fax:	860-282-9706



FFY 2017 STATE HOMELAND SECURITY GRANT PROGRAM  
Region 3 MEMORANDUM OF AGREEMENT  
CHECKLIST



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

## Instructions for: EAST HARTFORD

Received by: Brian J. Jennes

### For the MOA:

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

### **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2017 Homeland Security Grant Program. No resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

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

## Instructions for the Capitol Region Council of Governments

Received by: \_\_\_\_\_

### Review and Signature

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

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

**DUE DATE: February 2, 2018**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2017 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of EAST HARTFORD, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2017 State Homeland Security Grant Program (SHSGP), Award No. EMW-2017-SS-00063. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2017 SHSGP in the total amount of \$1,473,804 on behalf of local units of government, for the following six regional set-aside projects designed to benefit the state's municipalities:
  - a. Expand Regional Collaboration;
  - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection;
  - d. Metropolitan Medical Response System;
  - e. Citizen Corps. Program; and
  - f. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including EAST HARTFORD – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. EAST HARTFORD is eligible to participate in those Federal Fiscal Year 2017 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$353,659 (and an additional \$55,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and EAST HARTFORD enter into Part I of this MOA authorizing the SAA to act as the agent of EAST HARTFORD and allowing the SAA to retain and administer grant funds provided under 2017 SHSGP for the six regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

#### C. SAA and EAST HARTFORD Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,473,804 in furtherance of the six regional set-aside projects listed above.

EAST HARTFORD agrees to allow the SAA to provide financial and programmatic oversight of the \$1,473,804 for the purpose of supporting the allocations and uses of funds under the

2017 SHSGP consistent with the 2017 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. EAST HARTFORD agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the six regional set-aside projects listed above.

**D. Capitol Region Council of Governments & EAST HARTFORD Responsibilities.**

EAST HARTFORD also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2017 regional allocation not included in the six regional set-aside projects in the amount of \$353,659 (an additional \$55,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of EAST HARTFORD, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. EAST HARTFORD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of EAST HARTFORD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that EAST HARTFORD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2017 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2017.

**B. Purpose.**

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and EAST HARTFORD, enter into Part II of this MOA regarding asset(s) for which EAST HARTFORD agrees to be the custodial owner, and which are described in the approved 2017 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

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

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

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

**3. Appendix A.**

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

**4. Responsibilities of Custodial Owner**

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

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

**5. Responsibilities of the REPT.**

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

**6. Assignment of Asset(s).**

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

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

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

**B. Authority to Enter Agreement.**

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

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving EAST HARTFORD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

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

**E. Litigation.**

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

**F. State Liability.**

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

**G. Audit Compliance.**

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

**H. Lobbying, Debarment, and Suspension.**

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

**I. Executive Orders.**

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

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

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

**J. Non-Discrimination Clause.**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William J. Hackett	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: william.j.hackett@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8431 Fax: 860-685-8902
2. The Point of Contact for EAST HARTFORD (Please fill in the following fields)	
Name & Title: Brian Jennes, Fire Captain Emerg	
Address: 31 School St	
Email Address: BJennes@easthartfordct.gov	Phone: 860-291-7411 Fax: 860-282-9706

M. Other provisions.

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

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

THE EAST HARTFORD \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name &  
 Title: Marcia A. Leclerc Mayor

The Capitol Region Council of Governments

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executed  
 Officer Duly  
 Authorized  
 Typed Name \_\_\_\_\_

2017 HSGP Omnibus MOA THE Region 3 REGIONAL EMERGENCY PLANNING

TEAM By:

Date: Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
William J. Hackett  
Duly Authorized

Date: \_\_\_\_\_

*Robert J. Rosek*

OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street

East Hartford, Connecticut 06108

2018 JAN 11 AM 11:25  
(860) 291-7208

TOWN CLERK (860) 291-7389  
EAST HARTFORD

DATE: January 11, 2018

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, January 16, 2018 6:30 p.m. Town Council Majority Office**

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Tuesday, January 16, 2018**

**6:30 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the following cases:

1. The pending assessment (tax) appeal known as Chowdhury & Hines, Inc. v. Town of East Hartford, Docket No. CV-17-6037410-S, involving 298-300 Burnside Avenue;
2. The pending assessment (tax) appeal known as Ted's Fourth, LLC v. Town of East Hartford, Docket No. CV-17-6037594-S, involving 225 Prospect Street;
3. The pending assessment (tax) appeal known as AARJUS III, LLC v. Town of East Hartford, Docket No. CV-17-6037577-S, involving 95 Leggett Street;
4. The pending assessment (tax) appeal known as AARJUS III, LLC v. Town of East Hartford, Docket No. CV-17-6037575-S, involving 95 Leggett Street, Rear a/k/a 81 Leggett Street;
5. The pending assessment (tax) appeal known as 1-36 Jaidee Drive Associates, L.P. v. Town of East Hartford, et al., Docket No. CV-17-6037307-S, involving 1036 Jaidee Drive; and
6. The pending assessment (tax) appeal known as Goodwin College, Inc. v. Town of East Hartford, et al., Docket No. CV-17-6037263-S, involving 33 Leggett Street.

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Brian Smith, Assessor