

TOWN COUNCIL AGENDA
COMMUNITY CULTURAL CENTER AUDITORIUM / MICROSOFT "TEAMS"
50 Chapman Place
EAST HARTFORD, CONNECTICUT
March 7, 2023

7:00 pm Public Hearing re: Sale of properties known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street, to Jasko Zelman 1, LLC

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This Town Council meeting is accessible through "Microsoft Teams" [929-235-8441](https://teams.microsoft.com/join/929-235-8441)
Conference ID: 275 460 877# or [Click here to join the meeting](#)

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. February 21, 2023 Executive Session
 - B. February 21, 2023 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Presentation by Capitol Region Council of Governments (CRCOG) re: Capitol Region East Coast Greenway Study.
 - B. Presentation by SIFI re: Fiber Optic Network Installation Update
 - C. Presentation by Department of Public Works re: Recycling Update
7. OLD BUSINESS
8. NEW BUSINESS
 - A. CCM Energy Cost Containment Program
 1. Presentation by Titan Energy
 2. Agreement with Titan Energy
 - B. Council acting as a Committee of the Whole: Real Estate Acquisition and Disposition Committee re: Sale of properties known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street, to Jasko Zelman 1, LLC

- C. Modifications to Purchase and Sale Agreement, Development Agreement and Tax Modification Agreement with Jasko Zelman 1, LLC re: properties known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street
 - D. Bid Waiver: Tenant Services for 860 Main Street (Church Corners Inn)
 - E. Roof Replacement Projects at East Hartford High School and East Hartford Middle School
 - 1. Revised Appropriation
 - 2. Revised Project Budget and State Grant Contribution
 - F. Appointment/s to Boards and Commissions
 - G. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
- A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: March 21, 2023 at Community Cultural Center)

Community Cultural Center Room 111

February 21, 2023

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr. (arrived 7:05 pm),
Minority Leader John Morrison, Councilors Angela Parkinson (via
Teams), Harry O. Amadasun, Jr. (via Teams), Awet Tsegai, Thomas Rup
and Travis Simpson

ABSENT Majority Leader Sebrina Wilson

ALSO Robert Fitzgerald, Assistant Corporation Counsel
PRESENT Attorney Timothy Ward, McGann Bartlett and Brown

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:04 p.m.

MOTION By John Morrison
seconded by Awet Tsegai

to **go into** Executive Session to discuss:

A. The pending workers' compensation claims of former Town employee,
Robert Jones.

Motion carried 7/0

MOTION By John Morrison
seconded by Awet Tsegai

to **go back to** Regular Session.

Motion carried 8/0

ADJOURNMENT

MOTION By John Morrison
seconded by Awet Tsegai

to **adjourn** at 7:21 pm

Motion carried 8/0

Attest _____
Richard F. Kehoe
Town Council Chair

EAST HARTFORD TOWN COUNCIL

COMMUNITY CULTURAL CENTER AUDITORIUM

February 21, 2023

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr., Minority Leader John Morrison, Councillors Angela Parkinson (via Teams), Awet Tsegai, Travis Simpson, Thomas Rup and Harry Amadasun, Jr.

ABSENT Majority Leader Sebrina Wilson

ALSO Mayor Michael P. Walsh
PRESENT Melissa McCaw, Finance Director

Henry Nearing, Vice President & Consulting Actuary for Segal Company
John O'Connor, President, 3D/L Capital Management, Inc.
Ben Lavine, Co-Chief Investment Officer, 3D/L Capital Management, Inc.
Christopher Kachmar, Chief Investment Officer, Fiducient Investment

Advisors

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:33 pm. The Chair stated that this meeting was also available to the public through the "Teams" platform.

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 Don Bell
seconded by John Morrison

to **add** items 6B: "Resignation from Greater Hartford Transit District" and 8G "Re-Appointments to Boards and Commissions" to the regular meeting agenda

Motion carried 8/0

RECOGNITIONS AND AWARDS

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh

- wished all a good evening
- East Hartford Parks and Recreation is offering an American Red Cross Babysitter Training Course. This course will be held on Saturday, March 11, 2023 from 9am – 4pm. This course is open to youth ages 11 to 15 and for current/future

babysitters. Babysitters will receive a Babysitting certificate that includes Standard First Aid.

- East Hartford Parks and Recreation Department's Annual Egg Hunt will be at McAuliffe Park, 30 Remington Road on Saturday, March 25th at 12:00pm.
- Parks and Recreation will also be offering a Splashing for Eggs Event at the Middle School Pool, 777 Burnside Avenue on Friday, March 31, 2023 from 5:30-8:00 p.m. Participants will be assigned a time slot to 'hop' into the pool to collect some floating eggs.
- The second annual East Hartford Memorial Day parade and series of events will take place Monday, May 29, 2023 at 10 AM. The event will consist of three parts, including a parade, program at the Fallen Star Memorial and celebration of East Hartford. The parade will proceed from 9 Riverside Drive to the Fallen Star Memorial located at Goodwin University. Information for group participation, sponsorship and vendors is available on the Town website.
- Parks and Recreation will host Group Swim Lessons on Wednesday evenings beginning March 15th, or on Saturday mornings beginning March 18th. Registration is required online at www.ehparcs.org. Registration will begin Wednesday, February 22nd for residents and Monday, February 27th for non-residents. Information on private lessons is also available.
- East Hartford Works is partnering with Goodwin University to offer a 5-week Professional Skills Academy with a focus on manufacturing. The 5-week academy will be part-time, three days a week at Goodwin University, held Tuesday-Thursday evenings at 4-9 PM.
- Habitat for Humanity invites all to attend an Applicant Information Meeting on Saturday, March 4 at 10 AM at Raymond Library (840 Main Street). The purpose of the info session is to familiarize attendees with steps and benefits of becoming a Habitat for Humanity Homeowner.
- The Mayor's Office has reached out to the Office of Higher Education (OHE) to get a clarification on what can be done to support all affected students by the closing of Stone Academy.
- The 2022 East Hartford Grand List is now available online.
- As of this afternoon, the Mayor's office has received approval of the amended "certificate of taking" on Silver Lane Plaza.

APPROVAL OF MINUTES

February 7, 2023 Executive Session

MOTION By Don Bell
 seconded by Awet Tsegai

to **approve** the minutes of the February 7, 2023 Executive Session

Motion carried 8/0

February 7, 2023 Regular Meeting

MOTION By Don Bell
 seconded by John Morrison

to **approve** the minutes of the February 7, 2023 Regular Meeting

Motion carried 8/0

COMMUNICATIONS AND PETITIONS

Overview of Town's Long Term Obligations

Annual Pension and OPEB Fund Review

Segal Company- Pension Contributions for FY 2023-24

Henry Nearing, Vice President & Consulting Actuary for Segal Company, reported that the Actuarially Determined Contribution (ADC) for FY2023-2024, after employee contributions, a 7.25% future assumed return interest rate and a 3.25% amortization increase, is \$22,718,000. Overall Plan Population will continue to gradually decrease as new and recent Town and Board of Education hires are not eligible for pension benefits. As of June 30, 2022 there are \$21.0M in investment losses to be reflected in future years with a \$35.2M loss caused by the 2021/2022 plan year.

3D/L Capital Management: Discussion of the Town's Portfolio- Equity Side

John O'Connor, President of 3D/L Capital Management, Inc., and Ben Lavine, Co-Chief Investment Officer of 3D/L Capital Management, Inc., presented the investment returns on the equity portion of the Town's pension and OPEB portfolio for the period from July 1, 2021 through June 30, 2022. 3D/L manages three accounts for the town: Pension Equity Account – which is a stock account, Other Post-Employment Benefits (OPEB) and a cash management account. Asset allocations are balanced amongst sensitive, cyclical and defensive sectors.

Fiducient Advisors: Discussion of the Town's Portfolio- Fixed Income Side

Christopher Kachmar, Chief Investment Officer of Fiducient Advisors addressed the Council on the annual investment returns of the fixed income portion of the Town's pension and OPEB trust funds. Recent financial trends provide for a more favorable outlook for long-term return on Fixed Income.

Finance Director

Melissa McCaw, Finance Director provided expense and projection analysis on the Town's Long Term Obligations.

Expense and Projection Analysis - OPEB trust fund

Per ordinance 10-52(d), the Town's budget contribution is required to be equal to 5 yr. avg. of actual claims paid plus 0.1% of the unfunded accrued liability (increasing annually). Effective in January 2017, any portion of the unassigned fund balance in excess of 10% is a mandatory contribution to OPEB fund. The Town's net OPEB liability as of 7/1/21 was \$139 million. The director recommends an increase of approximately \$700,000 to the town's contribution as part of the FY2024 budget.

Expense and Projection Analysis - Medical Claims / Health Insurance Trust Fund

The director recommends a reduction of approximately \$400,000 for the town to the health fund for FY2024 due to a significant increase in net assets over the last five years beyond the two times the average monthly claims as required by town ordinance.

Expense and Projection Analysis - Long Term Debt

The director stated that as of 7/1/23, the Town of East Hartford will have \$52.6 million in debt outstanding, all of which will be fully retired in 2032. The increase in debt service from FY2023 to FY2024 is \$1.6 million. Based on expenditures to date and estimated cash flow, the director stated that a bond issuance of \$25 million in 2023 will be necessary and there may be some transfer of funding to reduce the spike in debt payments for the FY2024 budget.

Expense and Projection Analysis - Lease Purchase

The director reviewed a schedule of leases payable for the fiscal year ending in June 2024. Because there is a significant amount of lease payments completed this current fiscal year, there is enough money available to pay for projected capital needs next year and result in a slight decrease in annual payments

Resignation from Greater Hartford Transit District

The Chair shared that upon moving out of state, Peter Bonzani's position on the board has been vacated. The Chair expressed appreciation for Mr. Bonzani's dedication during his tenure on the District's Board.

OLD BUSINESS

NEW BUSINESS

Bid Waiver: Community Cultural Center Fire Alarm Audio Panel

MOTION By Awet Tsegai
 seconded by Tom Rup

that pursuant to Section 10-7(c) of the Town of East Hartford Code of Ordinances, the Town Council **waive** the requirement to obtain three quotes under Section 10-7(a) of the Town of East Hartford Code of Ordinances to enable the immediate replacement of a failed fire alarm audio panel at the Community Cultural Center (CCC), at 50 Chapman Place with Cintas Corporation in the amount of \$21,288.38.

Motion carried 8/0

Grant Applications

2023 DEEP Recreational Trails Grant Program

MOTION By Harry Amadasun
 seconded by Awet Tsegai

to **adopt** the following resolution:

WHEREAS, the CT Dept. of Energy and Environmental Protection (DEEP), has made funding available under the Recreational Trails Grants Program; and

WHEREAS, these funds could be used to address serious erosion issues at the lower Great River Park walkway and to construct trail connections with educational and commercial partners;

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, 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 under the Recreational Trails Grants Program.

On call of the vote, the motion carried 8/0

Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG)

MOTION By Don Bell
 seconded by Travis Simpson

to **adopt** the following resolution:

WHEREAS; the Federal Fire Protection and Control Act of 1974 established a competitive financial assistance program through the Federal Emergency Management Agency (FEMA) entitled "Assistance to Firefighters Grant" program and

WHEREAS; the East Hartford Fire Department wishes to apply to this program for firefighting equipment and training,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, 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 FEMA as they pertain to this Assistance to Firefighters Grant program grant.

On call of the vote, the motion carried 8/0

CT Coronavirus State and Local Fiscal Recovery Funds (SLFRF)

MOTION By Harry Amadasun
 seconded by John Morrison

to **adopt** the following resolution:

WHEREAS; The State of CT has made available funding through its Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan Act (ARPA), and;

WHEREAS; these funds can be used to provide East Hartford residents utilizing the programs and services of East Hartford Works with employment and training supports as well as wrap around services to address any barriers to success,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, 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 State of CT as they pertain to this Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant.

On call of the vote, the motion carried 8/0

Referral to Ordinance Committee re: Fair Rent Commission

MOTION By Don Bell
seconded by John Morrison

in accordance with Connecticut Legislature's Public Act 22-30, the town refer to the Ordinance Committee the adoption of a fair rent commission ordinance.

Motion carried 8/0

Referral to Personnel and Pensions Committee re: Job Descriptions

Chief Administrative Officer & Finance Director
Deputy Development Director
Director, East Hartford Works
Career Coach

MOTION By Awet Tsegai
seconded by Tom Rup

to refer to the Personnel & Pensions Subcommittee the proposed job descriptions for the positions of Chief Administrative Officer & Finance Director, Deputy Development Director, Director: East Hartford Works and Career Coach as provided in a memo from Tyron Harris, Human Resources Director to Mayor Michael P. Walsh dated February 6th, 2023 with instructions to review the position and report back to the full Council with its recommendations, if any.

Motion carried 8/0

Setting of Public Hearing re: Sale of Town Properties to Jasko Zelman, LLC

MOTION By Angie Parkinson
seconded by Don Bell

to set a Public Hearing for March 7, 2023 at 7 pm in the auditorium if the East Hartford Community Cultural Center located at 50 Chapman Place,

East Hartford, as well as via the Teams platform, to hear public comment on the sale of the properties known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street, to Jasko Zelman 1, LLC.

Motion carried 8/0

Amusement Permit Application re: Eversource Hartford Marathon

MOTION By Harry Amadasun
seconded by Awet Tsegai

that pursuant to Section 5-3(e) of the East Hartford Code of Ordinances, **approve** the outdoor amusement permit entitled “Eversource Hartford Marathon – 2023” submitted by Josh Miller, Race Director for the Hartford Marathon Foundation to conduct a marathon road race and outdoor musical entertainment with volunteers and several thousand spectators and runners on Saturday, October 14, 2023 from 7:30AM to 1:30PM, with music between the hours of 9AM and 1:30PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.

Motion carried 8/0

Re-Appointments to Boards and Commissions

MOTION By Awet Tsegai
seconded by Don Bell

to approve the following Re-appointments to Boards and Commissions:

Beautification Commission

- (D) Cynthia Woodman — 61 Dartmouth Dr—term to expire 12/25
- (D) Kim Knapp -48 Wickham Drive — term to expire 12/25

Commission on Aging

- (D) Maryann Larson — 236 Main St — term to expire 12/25

Commission on Culture and Fine Arts


- (D) Amanda Ackley — 63 Garvan St — term to expire 12/27

Economic Development Commission

- (D) Erwin Hurst — 118 Oxford Dr - term to expire 12/25
- (D) Joelle Murchison — 230 Timber Trail - term to expire 12/25
- (D) Veronica Rosario — 31 High Street - term to expire 12/25



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 1, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: COMMUNICATION: Capitol Region East Coast Greenway Study

Please allocate time at the March 7th, 2023 town council meeting for the Capitol Region East Coast Greenway Study.

The Capitol Region East Coast Greenway Study (Capitol Region ECG Study) team including members from CRCOG and the consultant team (FHI Studio / VHB) will be present to discuss this project.

This project will result in a preferred alignment of the ECG in the last remaining unidentified trail gaps in the Capitol Region including gaps in Simsbury, Bloomfield, Hartford, and East Hartford.

The presentation will include an overview of the project goals and objectives, an overview of project timeline, and a specific focus on anticipated public involvement events and timeline. The project includes an extensive public involvement calendar in the Summer 2023 which will assist the project team in identifying potential alternatives, selecting a preferred alternative, and refining final recommendations in this project. All members of the public with interest in this project are encouraged to attend these events.

The initial municipal meetings will be followed up in Winter 2023-2024 at the completion of the study to report on project findings.

Please place this item on the Town Council agenda for the March 7th, meeting.

C: E. Buckheit, Development Director



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 1, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: COMMUNICATION: Recycling Report

Please allocate time at the March 7th, 2023 town council meeting for a recycling report and update.

Please place this item on the Town Council agenda for the March 7th, meeting.

C: A. Trujillo, Public Works Director
C. Zapata, Solid Waste Official



**Recycling Report Requested by Director Cruz-Aponte
FY 22-23 Report: February 15, 2023
Prepared by: Cesar Zapata, Solid Waste Official**

Introduction: The information contained in this report describes the successful results of the recycling initiatives implemented by Public Works since February 2022 under the new East Hartford Recycling Program.

The Town of East Hartford, like many communities in Connecticut and across the nation, is experiencing challenges within its municipal solid waste programs. Specifically, the recycling program is experiencing decreased participation by residents; significant contamination in curbside recycling carts that results in devaluation of the quality of material and increased expenses for disposal of recyclables rendered municipal solid waste; program messaging is not reaching all of the community’s residents and outreach efforts have been diminished due to staffing shortages and the pandemic.

A new Solid Waste Official position was created on February 2022, to focus on solid waste management improvements to help the community achieve waste minimization and diversion goals. The goals of the new Solid Waste Official were to:

- 1) Reduce the high contamination rate in blue carts (Base Line: Annual Average 53%)
- 2) Increase the percentage of acceptable items in the single stream (Base Line: 47%)
- 3) Reduce expenses for disposal of recyclables rendered municipal solid waste (Base Line 200K/Year)
- 4) Ensure that the Town of East Hartford meets the 60% CT Diversion Goal by 2024. (East Hartford’s current diversion rate is 33%: Curbside Recyclables 20% & Bulky Recyclable 13%)

Chart 1 below indicates that the recycling contamination rate in blue carts is going down and depicts a clear trend to decrease. The red line represents the trend. In January 2022 the contamination rate was 43% while on January 2023 is 28%.

**Chart 1: Contamination Rate in Blue Carts
FY 22 - 23**

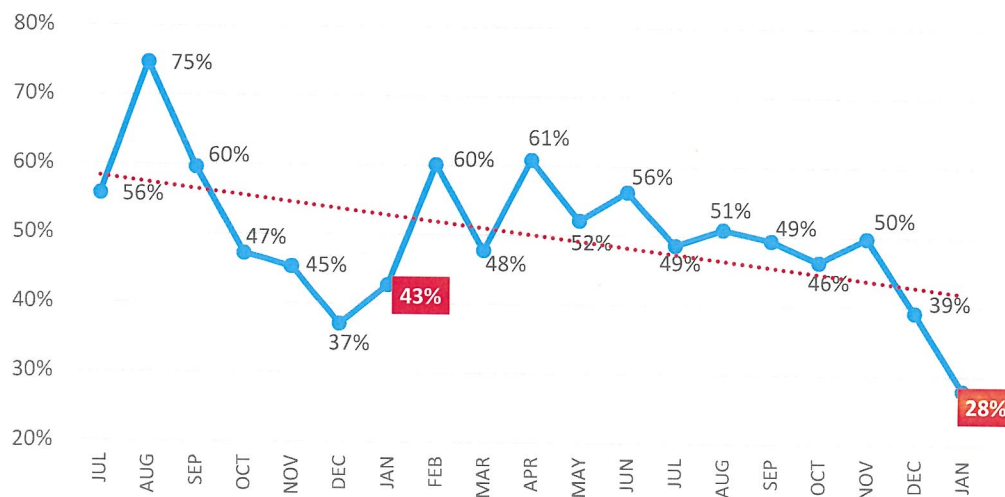




Chart 2 depicts the average contamination rate per fiscal year going down as well. The annual average for FY 22 was 53% and the average for FY 2023 (July – January) is 45%. We expect an average contamination rate of around 40% for the rest of the fiscal year 2023, which would make the annual average contamination rate to reduce to 42%. This would mean a reduction of 13% in relation to the previous year. Likewise, this reduction would cause the percentage of acceptable items to rise from 47% to 58%.

In terms of saving expenses, Chart 2 also indicates that in FY 2022 the Town of East Hartford spent for the disposal of recyclables rendered municipal solid waste \$ 203,738. So far in the fiscal year 2023, \$96,163 has been spent. We project that if we achieve an average contamination rate of 40% for the period from February to June 2023, the expense would not exceed \$ 79,460 dollars, which would represent savings of almost \$ 30,000 dollars per year compared to the fiscal year 2022. We estimate that for the fiscal year 2024, the investment in the Solid Waste Official will be covered 100% by the savings of the implemented program.

Chart 2: Fiscal Year 22-23 Comparison

FISCAL YEAR (FY)	MONTHS	BLUE CARTS: SINGLE STREAM RECYCLING (Tons)			INVOICED FOR UNACCEPTABLE RECYCLABLES (\$)		CONTAMINATION RATE IN BLUE CARTS (%)	
		ACCEPTABLE RECYCLABLES (1)	UNACCEPTABLE RECYCLABLES (2)	TOTAL COLLECTED RECYCLABLES (1) + (2) = (3)	TOTAL INVOICED PER MONTH	TOTAL INVOICED PER FISCAL YEAR (FY)	MONTHLY CONTAMINATION RATE (2) / (3)	AVERAGE CONTAMINATION RATE PER FISCAL YEAR (FY)
FY 2022	JUL	156.89	198.04	354.93	22,774.60	203,737.82	56%	53%
	AUG	83.26	246.25	329.51	28,318.75		75%	
	SEP	101.26	149.47	250.73	17,189.05		60%	
	OCT	125.03	111.97	237.00	11,592.03		47%	
	NOV	136.58	113.42	250.00	11,750.69		45%	
	DEC	155.92	92.08	248.00	9,312.43		37%	
	JAN	133.99	100.01	234.00	9,941.90		43%	
	FEB	127.12	191.79	318.91	19,000.22		60%	
	MAR	157.93	144.51	302.44	14,410.95		48%	
	APR	123.44	192.20	315.64	19,496.66		61%	
MAY	169.89	185.33	355.22	18,255.01	52%			
JUN	170.25	219.41	389.66	21,695.54	56%			
FY 2023 (JUL - JAN)	JUL	148.13	140.49	288.62	14,470.47	96,162.83	49%	45%
	AUG	147.60	153.51	301.11	15,885.21		51%	
	SEP	156.20	152.51	308.71	15,918.29		49%	
	OCT	141.99	122.67	264.66	12,635.01		46%	
	NOV	147.97	146.97	294.94	15,137.91		50%	
	DEC	173.62	111.74	285.36	11,692.34		39%	
FY 2023 PROJECTED (FEB - JUN)	JAN	233.22	90.64	323.86	10,423.60	79,460.02	28%	40%
	FEB	200.15	133.43	333.58	15,344.49		40%	
	MAR	190.14	126.76	316.90	14,577.26		40%	
	APR	199.65	133.10	332.74	15,306.13		40%	
	MAY	209.63	139.75	349.38	16,071.43		40%	
JUN	236.88	157.92	394.80	18,160.72	40%			
TOTAL		3,826.73	3,553.97	7,380.69	379,360.67			



Recycling Education

The Department of Public Works has been conducting curbside recycling blue cart inspections since February 2022 to boost local recycling efforts under the motto **East Hartford RECYCLES CLEAN!**

DPW has taken action to saturate the community with public education. The Solid Waste Official began a marketing campaign that includes a variety of approaches as can be seen in Chart 3: door-to-door education, the Mayor’s monthly newsletter, the Town website, social media, newspaper advertising, workshops, and public speaking presentations.

Chart 3: Approach Methods and Communication Activities


COMMUNICATION PLAN: APPROACH METHODS & COMMUNICATION ACTIVITIES				
<p>DIRECT MARKETING AND EDUCATION (DOOR TO DOOR) Focusing on underperformers recyclers</p>	<p>MAYOR'S MONTHLY NEWSLETTER</p> <p>Blue Cart Inspections: Lessons Learned</p> <p>America Recycles Day: November 15, 2022</p> <p>Holiday Recycling Tips</p>	<p>TOWN WEBSITE & SOCIAL MEDIA MAYOR'S OFFICE (APRIL – DECEMBER 2022)</p> <p>Latest Post: 12/27/2022</p>	<p>NEWSPAPER ADVERTISING (LA VISION & THE GAZETTE) SEPTEMBER 2022</p> <p>Public Works hires first Solid Waste Official</p> <p>East Hartford sets up zero waste at 100% of 12 streets for trial</p>	<p>WORKSHOPS/PUBLIC SPEAKING/PRESENTATIONS</p> <p>WOMEN'S CLUB (Sep 6, 2022)</p> <p>DEEP (Oct 4, 2022) Increase Reuse and Recycling Working Group October 4, 2022 Agenda: Enforcement</p> <p>SENIOR CENTER (Oct 25, 2022)</p>

Notice Tags: To address the problem of the presence of unacceptable items in the blue carts, the Solid Waste Official has been tagging residents' doors with Notice Tags. Scan the QR Code to learn more about RECYCLE CLEAN!





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE March 1, 2023
TO: Richard F. Kehoe, Chair 
FROM: Mayor Michael P. Walsh
RE: RESOLUTION: Non-Renewable Energy Solutions

Since 2004 the Connecticut Conference of Municipalities has offered an Energy Cost Containment program to assist municipalities maximizing cost savings for utility costs. CCM's offerings include procurements for the purchase of electricity, a program which was competitively bid. This procurement resulted in the award of the CCM energy purchasing program to Titan Energy.

Please allocate time at the March 7, 2023 Town Council meeting for a presentation from Titan Energy.

In addition, please consider the enclosed resolution that would be necessary to authorize the Mayor to enter in to agreement with Titan to complete the procurement, award and agreement for this program.

Please place this information on the Town Council agenda for the March 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director



MEMORANDUM

DATE: February 28, 2023

TO: Michael P. Walsh, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: **Non-Renewable Energy Solutions - Electricity Savings**

Since 2004 the Connecticut Conference of Municipalities has offered an Energy Cost Containment program to assist municipalities maximizing cost savings for utility costs. CCM's offerings include procurements for the purchase of electricity, a program which was competitively bid. This procurement resulted in the award of the CCM energy purchasing program to Titan Energy.

As part of the partnership with Titan and CCM's positive experience of their performance, CCM extended by agreement the Non-Renewable Energy Solutions (NRES) program to Titan Energy for member municipalities. The Non-Renewable Energy Solutions is a new commercial clean energy program, which was launched in 2022 to advance solar and other renewable technologies throughout Connecticut. Participation of private solar developers, selected through a competitive bid process, requires an eligible municipal co-sponsor, which, through program participation, is entitled to receive a share of the solar project's revenue. The selected developer chosen through this RFP process would then be eligible to apply to Eversource for the NRES program. If the application is approved, the Town would then benefit from the savings as detailed in the final bid. In light of the 30% increase in electricity costs, the estimated revenue of up to \$150,000 annually would be beneficial to the Town.

While there is no direct cost to the Town coupled with the fact Titan has a contract with CCM, Corporation Counsel has confirmed that a bid waiver is not necessary. However, the agreement with Titan must be approved by Council pursuant to Town Ordinance 10-4a, which states "no person shall charge a fee for a service provided to the public, which service utilizes Town owned or leased equipment, facilities, property, data, or goodwill, without approval of such service contract by the Mayor and Town Council."

Titan has recently brought the NRES program to the Town's attention as we partner on the procurement of new electricity rates. The next round of applications to the NRES program are due no later than March 14th. Program capacity is very limited and bids are only accepted on a biannual basis, so it is prudent that the Town has as many chances to apply as possible

Attached please find a summary memo and presentation from Titan Energy for the March 7, 2023 Council Meeting for Town Council consideration. In addition, please see the attached Council resolution that would be necessary to authorize the Mayor to enter in to agreement with Titan to complete the procurement, award and agreement for this program.

Should you have any questions, please do not hesitate to contact me.



February 27th, 2023

Ms. McCaw,

Thank you kindly for considering a partnership with the Renewable Energy Procurement Program from the Connecticut Conference of Municipalities and Titan Energy New England. The partnership between CCM and Titan began in 2018 after a competitive RFP process that resulted in the selection of Titan as the solely endorsed provider of energy procurement services to all CCM member towns and cities. The Energy Procurement Program serves over 50% of CCM membership and continues to grow in both size and scope. As the price of energy commodities began to soar in 2021, CCM authorized Titan to manage the renewable energy procurement function for its members, with the goal of reducing the negative impact of electricity and natural gas prices that escalated sharply in a very short period. This process not was conducted via RFP but was the result of many years of excellent results with traditional energy procurement and a demonstrated track record of successful municipal renewable energy procurements.

The goal of the CCM Renewable Energy Procurement program is to guide clients through every step of the renewable energy procurement process and ensure high-quality outcomes. Titan Energy's ten years of experience navigating the various hurdles associated with large-scale solar development will prove to be very useful for the Town of East Hartford as it contemplates engaging with the solar development community to benefit from program participation. Our specific scope of work is included as an addendum in this memo.

Concerning traditional energy procurement, the Town of East Hartford has enjoyed historically low electricity rates since 2018, but the time has come to seek a replacement supply contract and although the market has softened since October and rates will be less extreme than initially feared, the Town's generation rates are projected to rise by 30% when the next electricity supply agreement takes effect in December 2023. Our goal is to utilize the renewable energy programs currently available from the State of Connecticut to help counter the looming increase.

One of the best tools at our disposal is the Non-Residential Renewable Energy Solutions (NRES) program. NRES was created by the Connecticut State Legislature in 2020 and is administered by the Public Utilities Regulatory Authority and the local electric utilities. The goal of the legislation was to create opportunities for Connecticut residents, businesses and municipalities to access the benefits of clean energy projects and increase the amount of renewable energy in the state power mix (greening the grid). Incentivizing private developers to build renewable energy assets in Connecticut is the cornerstone of the policy goal.

Headquarters:
Hartford, CT 06103

750 Main Street
P.860.436.2768

E.info@titanenergyne.com




Member of the Better Business Bureau

The particular component of the NRES program that is of primary interest to municipalities is the carve out for large scale solar projects to participate in various forms of virtual net metering and revenue sharing. A particular subset of ratepayers (State, Agriculture and Municipality) is allowed (and encouraged) to participate in the development of large-scale solar projects in the manner described below:

- NRES program rules allows private developers to build large solar arrays and sell power directly to Eversource **only** if they meet the condition of having a municipal co-sponsor associated with the project. The municipal co-sponsor is entitled to receive a share of the project's profits or utility bill credits. This requirement is meant to ensure the benefits from large solar projects are distributed in a way that is socially equitable and specifically targeted.
- The Town will receive a quarterly distribution from the project equal to a fixed percentage of the net energy sales to the utility or Eversource bill credits that correspond back to the production of the array.
- The extent of your commitment is simply to agree to receive the distributions or receive the bill credits and pay for them at a discount to their value.
- There is zero cost to participate and no equipment to maintain.
- The NRES program operates on a competitive bid basis in which project funding is limited and distributed on a bi-annual basis. The current funding round closes on March 14th and our recommendation is to select a solar project in advance of that date to ensure the Town has multiple attempts to secure funding from the NRES program because competition for projects is very strong and program funding is limited.
- **The annual revenue or savings from NRES participation is estimated to be between \$150,000 and \$175,000, or over \$3,000,000 over the 20-year contract term.**

Thank you again for considering the CCM Renewable Energy Program – we look forward to working with the Town of East Hartford on this outstanding project. We will bring the full force of our team to the task of ensuring the Town of East Hartford secures a place in the NRES program and receives the benefits as quickly as possible.

Best Regards,



Adam Teff
TitanGen General Manager

Headquarters:
Hartford, CT 06103
750 Main Street
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E.info@titanenergyne.com



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Addendum A

STATEMENT OF WORK (SOW)

Acting as renewable energy procurement consultants on behalf of East Hartford, Titan/CCM is prepared to:

- Assist with the drafting of a detailed NRES Solar Request for Proposal (“RFP”)
- Interview qualified bid responders on behalf of/with East Hartford
- Visit demonstration sites with East Hartford officials as desired
- Perform technical review of each project to ensure buildability and feasibility within the NRES program
- Review all bid responses with East Hartford officials, modify bid responses as appropriate and make formal recommendations based upon the results
- Review agreements with East Hartford officials
- Coordinate the utility billing data requirements for NRES participation
- Submit for the incentive programs on East Hartford’s behalf
- Issue official award to winning bidder
- Oversee development/commissioning of the selected projects in conjunction with East Hartford and chosen developer
- Track energy production and dollar-savings for a period of 12-months after each project is complete and operational

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CCM
Energy

Solar Procurement Services

Town of East Hartford

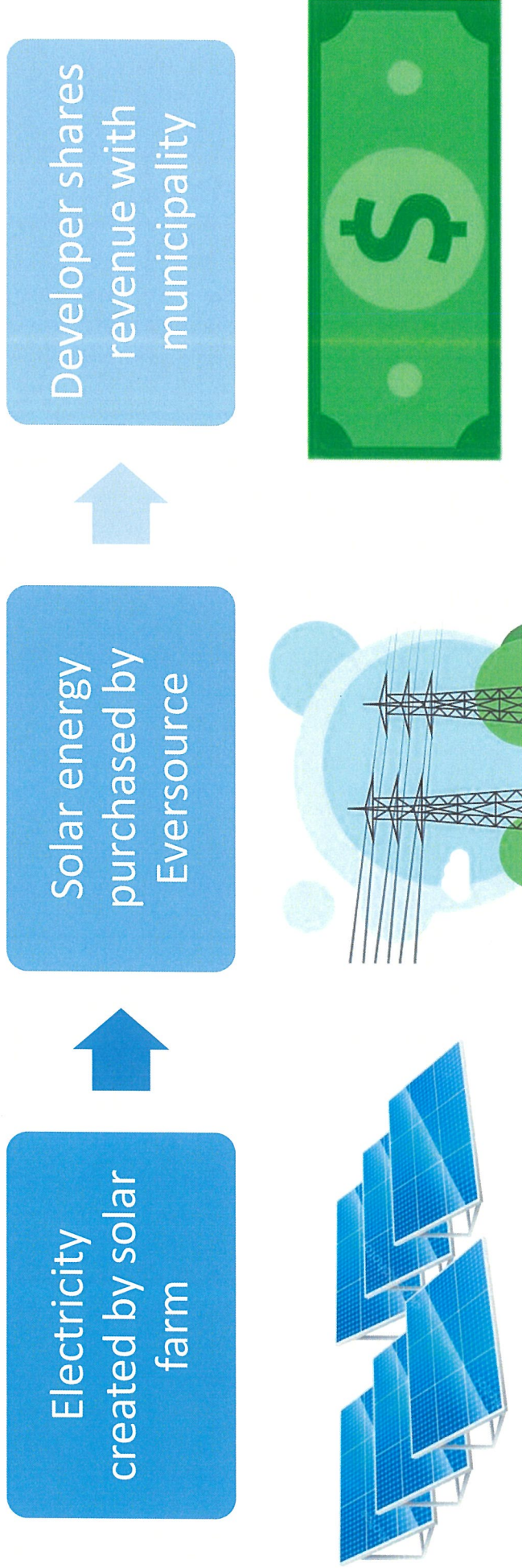


TITAN ENERGY
Creative energy solutions

CCM Renewable Energy Procurement

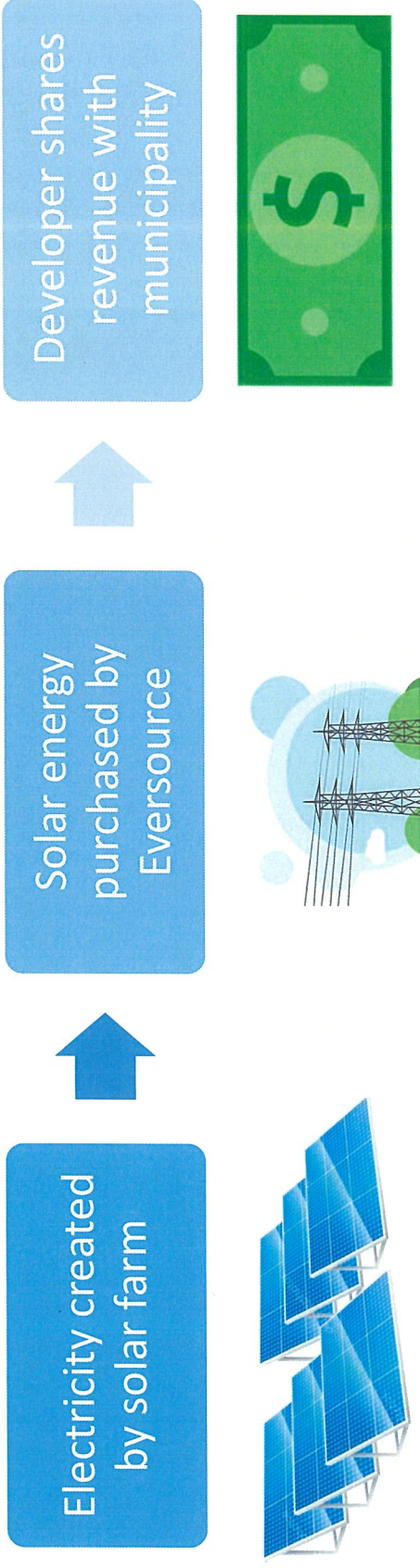
- The Connecticut Conference of Municipalities and Titan Energy have collaborated to help CCM members develop renewable energy projects. In addition to traditional solar project management, CCM/Titan have created a program for municipalities to take advantage of the public policy measures enacted within the Non-Residential Renewable Energy Solutions (NRES) program, which allows private developers to build large-scale solar projects that sell power directly to Eversource or UI, **but only when they have a municipal co-sponsor.**
- The municipal co-sponsor is entitled to a share of the revenue from the project or utility bill credits equal to the solar array's monthly production.
- The NRES program carve-out for State, Agriculture and Municipal entities was specifically established as a means to direct the financial benefit of large scale solar development to these groups in a manner that is accessible and consistent.
- The municipal co-sponsor does not need to be the owner of the land upon which the array is built. In fact, this is typically not the case.
- **There is zero cost to participate in the NRES revenue share program.**
- The timing is particularly critical as traditional energy prices have escalated to historic highs and are likely to remain volatile over time.
- Project availability is limited and competition for projects is strong.

HOW NRES SOLAR WORKS



- ▶ Each municipality can accept revenue from projects that produce kilowatt-hours that are equal to or less than current municipal electricity use. This is meant to fairly distribute financial value.
- ▶ There is zero possibility of financial loss when participating in the NRES program.
- ▶ Project availability is limited and assigned on a first-come, first-serve basis.

Large Town Example



- ▶ 10,000,000 annual kWh available for contracting
- ▶ 15% Revenue Share from solar project
- ▶ Est. Year-1 Revenue : \$175,000.00
- ▶ Est. 20-Year Revenue : \$2,760,000.00 (accounts for panel degradation over time)



TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: March 2, 2023

RE: Town Council agenda item – Showcase Cinema/Concourse Park

I am respectfully requesting an item be placed on the March 7th Town Council agenda.

Town of East Hartford and Jasko Zelman 1, LLC (“Jasko”) are parties to a Purchase and Sale Agreement, an Agreement for Private Development and a Tax Agreement (the “Development Documents”) with respect to the development of market-rate apartments at 936 Silver Lane, 942 Silver Lane, 944 Silver lane, 960 Silver lane, 285 Forbes Street (a/k/a/ 285 Forbes Street rear) and 291 Forbes Street. For the past year Jasko has been planning its development, including construction of infrastructure and apartment buildings, and exploring financing options. Due to the economy, rising interest rates, and the market for multifamily housing, Jasko has asked to amend the Development Documents to reduce the commitment to build 360 housing units to 300. They have also asked for a number of other changes related to financing and market concerns.

Jasko will be submitting an amendment to their master and site plan to the Planning and Zoning Commission in the months of March and April to make those changes.

I would ask that the attached First Amendment to the Purchase and Sale Agreement, First Amendment to the Development Agreement, and First Amendment to the Tax Modification Agreement, be placed on the March 7 Town Council Agenda for review and action. Representatives of Jasko, legal counsel, and I will be on hand at the March 7 Town Council to review the proposed amendments and answer questions.

If the Town Council approves the above amendments, I would also ask that the Town Council take its final vote to authorize the sale of the above properties to Jasko. The Town’s Planning and Zoning Commission has given a favorable 8-24 recommendation, and a public hearing under CGS Section 7-163e has been scheduled just prior to the March 7th meeting.

Thank you and let me know if you have any questions or concerns.

Move: That the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee, waive the appraisal requirement set forth in Town Ordinances 10-19(c) and, pursuant to the terms and conditions of a September 24, 2021 Purchase and Sale Agreement, as the same will be amended pursuant to the terms of a First Amendment to the Purchase and Sale Agreement approved by the Town Council on the date hereof. authorize the transfer of all those certain pieces or parcels of real property, and all appurtenances thereto, known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a/ 285 Forbes Street Rear) and 291 Forbes Street (the "Property") by Quit Claim Deed to Jasko Zelman 1, LLC ("Jasko"), the selected bidder to the Town's Request for Proposals Bid # 21-05, for \$1.00 and other valuable considerations including Jasko's commitment to develop the Property pursuant to the terms and conditions of a February 28, 2022 Agreement for Private Development, as the same will be amended pursuant to the terms of a First Amendment to the Agreement for Private Development approved by the Town Council on the date hereof.

**FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (the “First Amendment”) made this ___ day of March, 2023 (the “Effective Date”), by and between the TOWN OF EAST HARTFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 740 Main Street, East Hartford, CT, hereinafter called “Seller”, and JASKO ZELMAN 1, LLC, a limited liability company, with an address of c/o Jasko Development, LLC, 66 West Main Street, Suite 102, New Britain, CT 06051, hereinafter called “Buyer”.

WITNESSETH

WHEREAS, Seller is the owner of all those certain pieces or parcels of real property, and all appurtenances thereto known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street in the Town of East Hartford and State of Connecticut, hereinafter called the “Property”, more particularly described in Schedule A attached to the Purchase and Sale Agreement (as defined below); and

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement for the Property as of September 24, 2021 (the “Purchase and Sale Agreement”); and

WHEREAS, the parties desire to amend the Purchase and Sale Agreement as follows:

NOW, THEREFORE, the parties agree as follows:

1. Delete Paragraph 3, Closing of Title, and replace it with the following:

3. **CLOSING OF TITLE**. The Closing of the transaction hereby contemplated shall take place at the office of the Corporation Counsel, Town Hall, 740 Main Street, East Hartford, Connecticut, at 2:00 p.m. on or before June 30, 2023 or at such other time and place as may be mutually agreed upon by the parties (“Closing Date”). Buyer shall have the right to extend the Closing Date in the event there shall be (a) pending any appeal by a person claiming to be aggrieved by subparts (i) through (viii) of Section 16.A or subparts (i) through (iv) of Section 16.B of this Agreement or (b) notwithstanding the diligent efforts of the Buyer, one or more permits or certificates required for its development of Buyer’s project (including, without limitation, those stated in subparts (i) through (iv) of Section 16.B) that has not been issued with only such conditions as shall be reasonably satisfactory to Buyer, until the date which is ninety (90) days after the date appeal has been resolved or the permit or certificate has been issued to the satisfaction of the Buyer and is final and not subject to any further appeal, remand or reargument; or in the event a Force Majeure Occurrence (as hereinafter defined) shall have occurred and shall be continuing at the Closing Date provided Buyer shall have given Seller the notice required by Section 24.

2. Subparagraph A.(ix) of Paragraph 16, Approvals shall be added to the Purchase and Sale Agreement as set forth below:

(ix) Buyer must provide firm commitment letters to the Seller of all necessary financing for the development of the Property at least fifteen (15) days prior to the Closing Date. The terms of the financing must be acceptable to and approved by the Seller who shall not unreasonably withhold such approval.

3. Delete Paragraph 18, Termination Date, and replace it with the following:

18. TERMINATION DATE. (a) Notwithstanding any of the provisions of this Agreement to the contrary, in the event that the Closing does not occur prior to September 30, 2023 (the “Final Date”), each party shall have the right and option to terminate this Agreement upon not less than thirty (30) days’ written notice to the other identifying the termination date of this Agreement (the “Termination Date”). Upon the Termination Date, this Agreement shall terminate and shall be of no further force or effect and the parties hereto shall be released and discharged from all further claims and obligations (except for obligations set forth herein as surviving termination).

(b) Notwithstanding the provisions of subparagraph (a) above, the Buyer may extend the Final Date in monthly increments by paying the Seller a non-refundable extension payment of \$30,000 per month.

4. This First Amendment and the Purchase and Sale Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them other than as set forth this First Amendment and the Purchase and Sale Agreement.

5. This First Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same First Amendment. Delivery of executed counterparts of this First Amendment by e-mail or other electronic transmission shall be effective as an original.

6. This First Amendment shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

7. All other terms and conditions of the Purchase and Sale Agreement not amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

TOWN
TOWN OF EAST HARTFORD

By: _____
Name: Michael P. Walsh
Title: Mayor

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS:

On this ___ day of March, before me the undersigned officer, personally appeared Michael P. Walsh who acknowledged himself to be the Mayor of the Town of East Hartford, a municipal corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the town, by signing the name of the town by himself as Mayor.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered in the Presence of:

JASKO
JASKO ZELMAN 1, LLC

By _____
Name: Brian Zelman
Title: Member

STATE OF CONNECTICUT)

COUNTY OF _____) SS:

On this ____ of March, before me the undersigned officer, personally appeared Brian Zelman, who acknowledged himself to be a Member of Jasko Zelman 1, LLC, a limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the company, by signing the name of the company by himself as Member.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires

**FIRST AMENDMENT TO THE
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS FIRST AMENDMENT to the AGREEMENT FOR PRIVATE DEVELOPMENT (the “First Amendment”) is made on or as of the ___ day of March, 2023 (the “Effective Date”) by and between **THE TOWN OF EAST HARTFORD**, a public body corporate (which together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as (the “**Municipality**”) and **JASKO ZELMAN 1, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut, and having an office at 66 West Main Street, Suite 102, New Britain, Connecticut 06051, its successors and assigns (the “**Developer**”).

WITNESSETH

WHEREAS, Municipality is the owner of certain real property and all appurtenances thereto known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a Forbes Street Rear) and 291 Forbes Street in the Town of East Hartford and State of Connecticut; and

WHEREAS, the Property was the subject of Municipality’s Request for Proposals Bid #21-05 published by Municipality as of October 5, 2020 (the “**RFP**”); and

WHEREAS, Developer submitted a proposal for the development of the Property received by Municipality on or about February 11, 2021 (the “**Developer RFP Response**”), which Developer RFP Response set forth preliminary concept plans for the development of the Property including not fewer than 360 multifamily dwelling units (the “**Project**”); and

WHEREAS, based upon Developer’s concept plan and proposed scope of development of the Property, Municipality selected the Developer RFP Response as the successful respondent to the RFP; and

WHEREAS, the parties executed an Agreement For Private Development (the “Development Agreement”) dated February 28, 2022.

WHEREAS, since the execution of the Development Agreement, the Developer has pursued and obtained various permits, approvals and entitlements for the Project and has pursued various funding structures for the Project.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, the parties do hereby covenant and agree to amend the Development Agreement as follows:

1. Delete the first paragraph of Paragraph 2.1, Nature of the Project, and substitute the following in lieu thereof:

2.1 Nature of the Project. Developer and Municipality agree that the Project is intended to contain 300 or more multifamily dwelling units with a configuration generally as depicted in the developer RFP Response and Master Plan, subject to modification as permitted herein. To the extent that there may be any conflict between the provisions of this Development Agreement and the Purchase Agreement:

2. Delete Paragraph 2.2, Project Schedule, and substitute the following in lieu thereof:

2.2 Project Schedule. Developer and Municipality shall pursue the development of such multifamily dwelling units as described in the Developer RFP Response. Municipality and Developer agree that Developer shall be authorized to construct not less than 300 multifamily units, subject to Developer obtaining subject to obtaining all required permits, approvals and entitlements as may be required pursuant to the Zoning Regulations of the Town of East Hartford and the Code of Ordinances of the Town of East Hartford, which the Developer shall pursue with diligence.

3. Delete Paragraph 4.1, Development Grant, and substitute the following in lieu thereof:

4.1 Development Grant. The Municipality and the Developer agree to cooperate reasonably and in good faith to satisfy each of the customary and reasonable conditions and covenants required by the Capital Region Development Authority, the Municipality or other municipal, state, quasi-public or federal funding agencies (“Public Funding Sources”) for providing financial assistance in the aggregate amount of \$10,000,000 which financial assistance shall be held and managed by the Municipality, or its designee, and made available to the Developer for infrastructure improvements on the Property upon the occurrence of such conditions as are stated in Schedule 4.1 attached hereto. The Developer shall contribute cash equity in the amount of at least \$10,000,000 which contribution shall comprise only Developer’s own non-borrowed funds, and which shall be deposited into an escrow account at the time the Developer finalizes its financing for the Project (the “Project Financing”); provided, however, if the structure of the Project Financing, permits the Developer to contribute cash equity in an amount that is less than \$10,000,000 but at least \$5,000,000, then the Mayor may approve such Project Financing and cash equity contribution and provide notice to the Chair of the Town Council.

4. Delete Paragraph 5.4, Conditions Precedent to the Obligations of the Developer.

- 5.1 The Municipality hereby represents and warrants to the Developer as follows:
- 5.1.1 This First Amendment is in material compliance with the Town Charter and with the Connecticut General Statutes, et seq.
 - 5.1.2 The Municipality is a municipality duly organized and operating under the laws of the State.
 - 5.1.3 The Municipality has the power to enter into this First Amendment and to carry out its obligations hereunder.
 - 5.1.4 The execution and delivery of this First Amendment, the performance of its other obligations contained in this First Amendment, and the fulfillment of the compliance with the terms and conditions of this First Amendment, by the Municipality are not prevented by or result in a breach of, the terms, conditions or provisions of the Town Charter, any statute, law, ordinance or regulation by which the Municipality is bound.
 - 5.1.5 This First Amendment has been duly authorized by the Town Council, will be a valid and binding obligation of the Municipality, and is enforceable in accordance with its terms against the Municipality.
 - 5.1.6 The representative of the Municipality executing this First Amendment is in good standing with the Municipality, and is authorized to execute and deliver this First Amendment, in such capacity.
 - 5.1.7 There is no claim or litigation, or to the best of the Municipality's knowledge, threat of any claim or litigation, against the Municipality with respect to its execution and delivery of this First Amendment or otherwise pertaining to the conferral of the modified real estate tax payments or any other matter contained in this First Amendment.
- 5.2 The Developer hereby represents and warrants to the Municipality as follows:
- 5.2.1 The Developer is a private for-profit enterprise qualified and licensed to transact business in the State of Connecticut.
 - 5.2.2 The Developer has the power to enter into this First Amendment and to carry out its obligations hereunder.
 - 5.2.3 The execution and delivery of this First Amendment, the performance of the obligations of the Developer contained in this First Amendment, and the fulfillment of the compliance with the terms and conditions of this First Amendment by the Developer are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by

which the Developer is bound, or any contractual restriction, financing, agreement or instrument to which the Developer is now a party by which it is bound.

5.2.4 This First Amendment has been duly authorized by the Developer and is a valid and binding obligation of the Developer and is enforceable in accordance with its terms against the Developer.

5.2.5 The officer of the Developer executing this First Amendment is in good standing with the Developer and is authorized to execute and deliver this First Amendment such capacity.

5.2.6 There is no claim or litigation, or to the best of the Developer's knowledge, threat of any claim or litigation, against the Developer with respect to its execution and delivery of this First Amendment, the conferral of the fixed real estate tax payments or any other matter contained in this First Amendment.

5.2.7 There are no actions, suits or proceedings pending or, threatened against or affecting the Developer or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of the Developer to perform its obligations under this First Amendment.

5.2.8 The Developer is not in violation of any law, regulation or agreement with the Town, the State of Connecticut or the federal government.

6. In order to induce the Municipality to enter into this First Amendment, the Developer warrants to the Municipality that it is not in default under the Developer Agreement as of the date hereof.

7. This First Amendment and the Development Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them other than as set forth herein.

8. This First Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same First Amendment. Delivery of executed counterparts of this First Amendment by e-mail or other electronic transmission shall be effective as an original.

9. This First Amendment shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

10. All other provisions of the Development Agreement not amended or revised by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

TOWN
TOWN OF EAST HARTFORD

By: _____
Name: Michael P. Walsh
Title: Mayor

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS:

On this ___ day of March, before me the undersigned officer, personally appeared Michael P. Walsh who acknowledged himself to be the Mayor of the Town of East Hartford, a municipal corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the town, by signing the name of the town by himself as Mayor.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

JASKO
JASKO ZELMAN 1, LLC

By _____
Name: Brian Zelman
Title: Member

STATE OF CONNECTICUT)

COUNTY OF _____) SS:

On this ____ of March, before me the undersigned officer, personally appeared Brian Zelman, who acknowledged himself to be a Member of Jasko Zelman 1, LLC, a limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the company, by signing the name of the company by himself as Member.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires

**FIRST AMENDMENT TO
TAX MODIFICATION AGREEMENT**

THIS FIRST AMENDMENT TO TAX MODIFICATION AGREEMENT (the “First Amendment”) made this ___ day of March, 2023 (the “Effective Date”), by and between the TOWN OF EAST HARTFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, with an address at 740 Main Street, East Hartford, CT (the “Town”), and JASKO ZELMAN 1, LLC, a limited liability company, with an address of c/o Jasko Development, LLC, 66 West Main Street, Suite 102, New Britain, CT 06051 (“Jasko”).

WITNESSETH

WHEREAS, The Town and Jasko entered into a Tax Modification Agreement dated February 28, 2022 (the “Tax Agreement); and

WHEREAS, the parties desire to amend the Tax Agreement as follows:

NOW, THEREFORE, the parties agree as follows:

1. Delete the first “Whereas” clause and replace it with the following:

WHEREAS, Jasko has committed to the residential development of 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street consisting of approximately three hundred (300) multi-family apartment units;

2. Delete the following from Paragraph 2.2, and replace it with the following:

The parties agree that in the event Jasko does not obtain temporary certificates of occupancy for at least three hundred (300) Class A Market Rate multi-family apartment units on the Premises prior to October 1, 2026, the Premises and Improvements, subject to the following sentence, shall be assessed for the October 1, 2026 grand list and each October 1 grand list year thereafter in accordance with the taxation laws set forth in the Connecticut General Statutes. The Town agrees that the October 1, 2026 date above may be extended by the Town, acting through its Mayor, for a reasonable period of time necessary to resolve any unforeseen circumstances.

3. Delete the following from Paragraph 3.1, and replace it with the following:

Subject to the following sentence, the Agreement shall terminate if Jasko fails to (i) commence construction of the Improvements on the Premises within twelve (12) months after taking title to the Premises, (ii) continue the work with diligence and continuity in an effort to substantially complete the same subject to extensions for the discovery of latent conditions, force majeure, or other reasons beyond the control of Jasko and/or its contractor(s), (iii) obtain temporary certificates of occupancy for at least three hundred (300) Class A Market rate multi-family apartment units on the Premises prior to October 1, 2026, or (iv) make an Investment in the Improvements of at least the amount as

set forth in the Development Agreement. The Town agrees that the term of this Agreement may be extended by the Town, acting through its Mayor, for a reasonable period of time necessary to resolve any unforeseen circumstances.

4. Delete the first sentence of Paragraph 3.4(b), and replace with the following:

(b) After Jasko or its successor obtains temporary certificates of occupancy for at least three hundred (300) Class A Market Rate multi-family apartment units on the Premises, this Agreement may be assigned to a successor-in-interest, transferee or assignee having the necessary capabilities, experience and net worth to successfully operate and maintain multifamily apartment complexes like the Improvements with the express written consent of the Town, which consent will not be unreasonably withheld or delayed.

5.1 The Town hereby represents and warrants to Jasko as follows:

5.1.1 This First Amendment is in material compliance with the Town Charter and with the Connecticut General Statutes, et seq.

5.1.2 The Town is a municipality duly organized and operating under the laws of the State.

5.1.3 The Town has the power to enter into this First Amendment and to carry out its obligations hereunder.

5.1.4 The execution and delivery of this First Amendment, the conferral of the modified real estate taxes to Jasko for the Premises and Improvements, the performance of its other obligations contained in this First Amendment, and the fulfillment of the compliance with the terms and conditions of this First Amendment, by the Town are not prevented by or result in a breach of, the terms, conditions or provisions of the Town Charter, any statute, law, ordinance or regulation by which the Town is bound.

5.1.5 This First Amendment has been duly authorized by the Town Council, will be a valid and binding obligation of the Town, and is enforceable in accordance with its terms against the Town.

5.1.6 The representative of the Town executing this First Amendment is in good standing with the Town, and is authorized to execute and deliver this First Amendment, in such capacity.

5.1.7 There is no claim or litigation, or to the best of the Town's knowledge, threat of any claim or litigation, against the Town with respect to its execution and delivery of this First Amendment or otherwise pertaining to the conferral of the modified real estate tax payments or any other matter contained in this First Amendment.

5.2 Jasko hereby represents and warrants to Town as follows:

5.2.1 Jasko is a private for-profit enterprise qualified and licensed to transact business in the State of Connecticut.

5.2.2 Jasko has the power to enter into this First Amendment and to carry out its obligations hereunder.

5.2.3 The execution and delivery of this First Amendment, the performance of the obligations of Jasko contained in this First Amendment, and the fulfillment of the compliance with the terms and conditions of this First Amendment by Jasko are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Jasko is bound, or any contractual restriction, financing, agreement or instrument to which Jasko is now a party by which it is bound.

5.2.4 This First Amendment has been duly authorized by Jasko and is a valid and binding obligation of Jasko and is enforceable in accordance with its terms against Jasko.

5.2.5 The officer of Jasko executing this First Amendment is in good standing with Jasko and is authorized to execute and deliver this First Amendment such capacity.

5.2.6 There is no claim or litigation, or to the best of Jasko's knowledge, threat of any claim or litigation, against Jasko with respect to its execution and delivery of this First Amendment, the conferral of the fixed real estate tax payments or any other matter contained in this First Amendment.

5.2.7 There are no actions, suits or proceedings pending or, threatened against or affecting Jasko or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Jasko to perform its obligations under this First Amendment.

5.2.8 Jasko is not in violation of any law, regulation or agreement with the Town, the State of Connecticut or the federal government.

6. In order to induce the Town to enter into this First Amendment, Jasko warrants to the Town that it is not in default under the Tax Agreement as of the date hereof.

7. This First Amendment and the Tax Agreement sets forth all (and is intended by the parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the modification of real property taxes on the Premises and the Improvements, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to said abatement of taxes other than as set forth in this First Amendment and the Tax Agreement.

8. This First Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and

delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same First Amendment. Delivery of executed counterparts of this First Amendment by e-mail or other electronic transmission shall be effective as an original.

9. This First Amendment shall be interpreted and enforced in accordance with the laws of the State of Connecticut.

10. All other terms and conditions of the Tax Agreement not amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

**TOWN
TOWN OF EAST HARTFORD**

By: _____
Name: Michael P. Walsh
Title: Mayor

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS:

On this ___ day of March, before me the undersigned officer, personally appeared Michael P. Walsh who acknowledged himself to be the Mayor of the Town of East Hartford, a municipal corporation, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the town, by signing the name of the town by himself as Mayor.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires:

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

Signed, Sealed and Delivered
in the Presence of:

JASKO
JASKO ZELMAN 1, LLC

By _____
Name: Brian Zelman
Title: Member

STATE OF CONNECTICUT)

COUNTY OF _____) SS:

On this _____ of March, before me the undersigned officer, personally appeared Brian Zelman, who acknowledged himself to be a Member of Jasko Zelman 1, LLC, a limited liability company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the company, by signing the name of the company by himself as Member.

In Witness Whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAST
HARTFORD, CONNECTICUT APPROVING AMENDMENTS TO THE
PURCHASE AND SALE AGREEMENT, THE DEVELOPMENT AGREEMENT
AND THE TAX MODIFICATION AGREEMENT FOR THE REDEVELOPMENT
OF THE FORMER SHOWCASE CINEMAS PROPERTY**

WHEREAS, the Town of East Hartford, Connecticut (the “Town”) is the owner of certain real property and all appurtenances thereto known as 936 Silver Lane, 942 Silver Lane, 944 Silver Lane, 960 Silver Lane, 285 Forbes Street (a/k/a 285 Forbes Street Rear) and 291 Forbes Street (the “Property”); and

WHEREAS, Jasko Zelman 1, LLC (“Jasko”) submitted a proposal for the development of the Property which set forth preliminary concept plans for the development of the Property including not fewer than 360 multifamily market-rate apartment units (the “Project”); and

WHEREAS, the Town and Jasko entered into a Purchase and Sale Agreement for the Property with an effective date of September 24, 2021 (the “Purchase and Sale Agreement”) following the authorization thereof by the Town Council at a special meeting held on September 13, 2021; and

WHEREAS, following the authorization thereof by the Town Council at a regular meeting held on February 15, 2022, the Town and Jasko entered into an Agreement for Private Development for the Property with an effective date of February 28, 2022 (the “Development Agreement”) with respect the development and construction of the Project on the Property; and

WHEREAS, following the authorization thereof by the Town Council at a regular meeting held on February 15, 2022, the Town and Jasko entered into a Tax Modification Agreement for the Property with an effective date of February 28, 2022 (the “Tax Modification Agreement”) to modify the local real property taxes for the Property for a period of twenty-seven (27) years at a rate of \$2,100 per apartment unit plus annual tax increases of 2% per year; and

WHEREAS, because of changes in the economy, rising interest rates and the market for multi-family housing, Jasko has come back to the Town and proposed that (i) the Project be reduced to not fewer than 300 multifamily market-rate apartment units, and (ii) the Purchase and Sale Agreement, the Development Agreement and the Tax Modification Agreement be amended to reflect the reduced number of units and other changes to the Project; and

WHEREAS, the Town believes that the development of the Property and the execution of amendments to the Purchase and Sale Agreement, the Development Agreement and the Tax Modification Agreement are in the best interests of the Town.

NOW, THEREFORE, BE IT HEREBY

RESOLVED: That the First Amendment to the Purchase and Sale Agreement, substantially in the form as presented to this meeting and made a part hereof as fully as if set forth

herein, with such changes, omissions, insertions and revisions as any Corporation Counsel of the Town shall deem advisable, is hereby approved; and Michael P. Walsh, Mayor, in the name of the Town, is hereby authorized to execute said First Amendment to the Purchase and Sale Agreement.


RESOLVED: That the First Amendment to the Development Agreement, substantially in the form as presented to this meeting and made a part hereof as fully as if set forth herein, with such changes, omissions, insertions and revisions as any Corporation Counsel of the Town shall deem advisable, is hereby approved; and Michael P. Walsh, Mayor, in the name of the Town, is hereby authorized to execute said First Amendment to the Development Agreement.

RESOLVED: That the First Amendment to the Tax Modification Agreement, substantially in the form as presented to this meeting and made a part hereof as fully as if set forth herein, with such changes, omissions, insertions and revisions as any Corporation Counsel of the Town shall deem advisable, is hereby approved; and Michael P. Walsh, Mayor, in the name of the Town, is hereby authorized to execute said First Amendment to the Tax Modification Agreement.

RESOLVED: That the Mayor, or any designee of the Mayor, is hereby authorized to make, execute and deliver all such additional and supplemental documents, and to do and perform such acts and to take such actions as may be necessary or required for the consummation of the transactions provided for and contemplated by the Purchase and Sale Agreement, the Development Agreement and the Tax Modification Agreement and any supplements or amendments thereto, including the First Amendment to the Purchase and Sale Agreement, the First Amendment to the Development Agreement and the First Amendment to the Tax Modification Agreement.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE February 21, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: Bid Waiver: Admiral Moving

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, Laurence Burnsed, Health and Social Services Director respectfully requests a bid waiver to permit the Department of Health & Social Services to contract with Admiral Moving & Storage, Inc. to provide moving services for tenants of 860 Main Street, East Hartford, CT 06108.

Please place this information on the Town Council agenda for the March 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
M. Enman, Purchasing Agent
L. Burnsed, Health and Social Services Director

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD

(860) 291-7324

HEALTH@EASTHARTFORDCT.GOV

740 Main Street

East Hartford, Connecticut 06108

WWW.EASTHARTFORDCT.GOV

HEALTH DEPARTMENT

February 24, 2023

TO: Mayor Michael P. Walsh

FROM: Laurence Burnsed, MPH, MBA *LB*
Director of Health & Social Services

RE: Request for waiver of bidding requirements

In accordance with Section 10-7(c) of the Town of East Hartford Code of Ordinances, I respectfully request a bid waiver to permit the Department of Health & Social Services to contract with Admiral Moving & Storage, Inc. to provide moving services for tenants of 860 Main Street, East Hartford, CT 06108.

Town of East Hartford is required to provide relocation assistance to individuals, families and businesses that are displaced as a result of a project, program or code enforcement event undertaken by the Town of East Hartford or its agents in accordance with the Uniform Relocation Assistance Act (URAA), Connecticut General Statutes Section 8-266 et. Seq., and URAA regulations, Connecticut Agencies Regulations Section 8-273-1 through 8-273-41. The Department of Health & Social Services, Social Services Division is responsible for determining relocation benefits and assistance, in consultation with other appropriate town departments.

The Town of East Hartford is in the process of providing relocation assistance for eligible, legal tenants of 860 Main Street. One of the required components of URAA assistance is moving and storage of personal belongings. Social Services is working with tenants to determine whether individuals intend to request moving and storage assistance, or decide to forfeit personal belongings left at 860 Main and elect to receive a fixed payment in lieu of assistance with moving and storage. Based on initial responses from tenants, we the majority (more than 20) requested Town assistance with moving and storage of personal items from 860 Main St. to their new residence. For individuals that have not yet secured a new residence, the Town will assist with temporary storage, then move items to the new residence once move-in can occur.

We expect the total cost of moving and storage expenses to be more than \$10,000. Therefore, the Department of Health & Social Services is requesting Council approval for a bid waiver to enter into a contract with Admiral Moving & Storage. There are three reasons for requesting a bid waiver. First, the Town evaluated hourly rates provided by Admiral Moving compared to three companies registered on the State vendor list. Admiral Moving quoted an hourly rate of \$175.00 for three staff and one truck. This hourly rate was lower than all three companies on the state vendor list. Second, Admiral Moving has experience conducting moves for other municipalities for URAA permanent relocation projects involving multiple residents. Staff are familiar with the challenging circumstances of working within a building that were placarded due to code enforcement actions. Finally, tenants have already been able to secure new residences and are asking for moving assistance as early as possible. Going through the bid process will further delay our ability to fulfill permanent relocation assistance for residents.

I appreciate your consideration for this request. Please let me know if you need additional information or clarification.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE February 21, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh *MW*
RE: RESOLUTIONS: East Hartford Middle School Roof & East Hartford High School

The Town Council approved the roof replacement projects for the East Hartford High School at \$6,976,008 and the East Hartford Middle School at \$4,642,952 on December 15, 2020.

Due to inflationary increases, the project cost for the roof replacements has increased to \$10,104,409 for the East Hartford High School and to \$6,116,132 for the East Hartford Middle School. The combined total cost for both projects increased from \$11.6 million to \$16.2 million as reflected in the enclosed packet.

The council's action on the enclosed resolutions is required to move these projects forward.

Please place this information on the Town Council agenda for the March 7th, 2023 meeting.

C: M. Walsh, Mayor
M. McCaw, Finance Director
M. Enman, Purchasing Agent
B. Whittaker, Chief Operations Officer, EHPS



M E M O R A N D U M

DATE: February 27, 2023

TO: Michael P. Walsh, Mayor

FROM: Melissa N. McCaw, Director of Finance

TELEPHONE: (860) 291-7246

RE: East Hartford Middle School and High School Roof Replacements

The Town Council previously approved the roof replacement projects for the East Hartford High School at \$6,976,008 and the East Hartford Middle School at \$4,642,952. Due to inflationary increases, the project cost for the roof replacements has increased to \$10,104,409 for the East Hartford High School and to \$6,116,132 for the East Hartford Middle School. The combined total cost for both projects increased from \$11.6 million to \$16.2 million as reflected in the table below.

Local Share Analysis	EHHS	EHMS	Total
Original Project Budget (OSCGR Approved)	\$ 6,976,008	\$ 4,642,952	\$ 11,618,960
Local Share	\$ 2,318,216	\$ 1,637,156	\$ 3,955,372
LS %	33%	35%	34%
New Project Budget	\$ 10,104,409	\$ 6,116,132	\$ 16,220,541
LS Based on Same %	\$ 3,357,823	\$ 2,156,616	\$ 5,514,439
Ineligibles per latest estimates	\$ 866,651	\$ 328,698	\$ 1,195,349
Eligible	\$ 9,237,758	\$ 5,787,434	\$ 15,025,192
Est Grant	\$ 7,060,418	\$ 4,423,336	\$ 11,483,755
Est LS	\$ 3,043,991	\$ 1,692,796	\$ 4,736,787
Est LS %	30%	28%	29%
Excess (deficit) Local Share	\$ (725,775)	\$ (55,640)	\$ (781,415)
Total Estimated Local Share Requirement	\$ 4,736,787		
Referendum Local Share Cap	\$ 4,000,000		
Additional Local Share Required	\$ 736,787		Funded thru Cap Reserve

The Town's Capital Improvement Program includes an authorization of \$4 million to be funded by future general obligation bonds for the local share of the combined project costs. Based on the increased gross project (both roofs combined), the local share has increased to \$4.736 million. The Board of Education has identified funds in their capital reserve fund to cover this increase in local share.

Attached are two resolutions requiring Council action to move the EHMS project forward:

- 1) "Appropriation Increase" to authorize the overall appropriation of \$16,220,541 with the BOE picking up any excess local share using existing Capital Reserve funds. This resolution is required for the Office of School Construction, Grants and Review.
- 2) "Project Budget Modification" to adjust the appropriation specific to the EHMS project to meet the latest estimate, and provides proof to OSCGR that the Town Council is authorizing the modified budget for the project.

Should you have any questions or problems on the aforementioned, please feel free to contact me.

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



Robert J. Paek

2020 AUG 18 507 2912733

TOWN CLERK 291-7889
EAST HARTFORD

The following resolution was adopted by the Town Council of the Town of East Hartford, Connecticut on August 18, 2020.

RESOLUTION APPROPRIATING \$11,620,000 FOR THE PLANNING, DESIGN, ACQUISITION, RECONSTRUCTION AND EQUIPPING OF THE EAST HARTFORD HIGH SCHOOL AND EAST HARTFORD MIDDLE SCHOOL ROOFS AND AUTHORIZING THE ISSUANCE OF \$4,000,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EAST HARTFORD:

Section 1. The sum of \$11,620,000 is appropriated by the Town of East Hartford, Connecticut (the "Town") for the planning, design, acquisition, reconstruction and equipping of the East Hartford High School and East Hartford Middle School roofs, and for administrative, legal and financing costs related thereto (the "Project"), said appropriation to be inclusive of any and all State grants-in-aid thereof.

Section 2. To meet the Town's share of said appropriation, \$4,000,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the tenth year after their date. Said bonds may be issued in one or more series as determined by the Mayor, the Treasurer and the Director of Finance in the amount necessary to meet the Town's share of the cost of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, legal and financing costs of issuing said bonds. The bonds shall be in the denominations of \$1,000, or any whole multiple in excess thereof, be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor and the Treasurer, bear the Town seal or a facsimile thereof, be certified by a bank or trust company which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including approval of the rate or rates of interest, shall be determined by the Mayor, the Treasurer and the Director of Finance in accordance with the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes").

Section 3. Said bonds shall be sold by the Mayor, the Treasurer and the Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be approved by the Mayor, the Treasurer and the Director of Finance.

Section 4. The Mayor, the Treasurer and the Director of Finance are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be

signed by the Mayor and the Treasurer, have the seal of the Town affixed, be payable at a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance, be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, Connecticut, and be certified by a bank or trust company designated by the Mayor, the Treasurer and the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. They shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. The Town hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this resolution in the maximum amount of the Project with the proceeds of bonds, notes or other obligations ("Tax Exempt Obligations") authorized to be issued by the Town. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of the Tax Exempt Obligations.

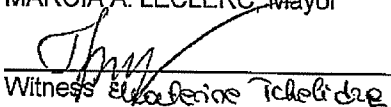
Section 6. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of certain events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to MSRB made prior hereto are hereby confirmed, ratified and approved.

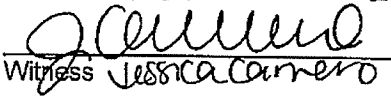
Section 7. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor, the Treasurer and the Director of Finance are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid of any Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others.

I HEREBY APPROVE the above action taken by the Town Council on August 18, 2020 appropriating \$11,620,000 for the Project, authorizing \$4,000,000 general obligation bonds and notes to finance the Project, and submitting same to the electors for approval or disapproval.

Dated at East Hartford, Connecticut this 19 day of August, 2020.


MARCIA A. LECLERC, Mayor


Witness Elizabeth Tchoban


Witness Jessica Carrero

RESOLUTION TO INCREASE THE APPROPRIATION FOR THE PLANNING, DESIGN, ACQUISITION,
RECONSTRUCTION, AND EQUIPPING OF THE EAST HARTFORD HIGH SCHOOL AND EAST HARTFORD
MIDDLE SCHOOL ROOFS TO \$16,220,541

WHEREAS, The Town Council of the Town of East Hartford Resolved on August 18, 2020 to appropriate \$11,620,000 “for the planning, design, acquisition, reconstruction, and equipping of the East Hartford High School and East Hartford Middle School roofs and authorizing the issuance of \$4,000,000 bonds of the Town to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose.”

WHEREAS, the \$4,000,000 local share of the project was authorized via a bond referendum question in November 2020.

WHEREAS, unprecedented construction cost escalations have rendered the \$11,620,000 inadequate to complete both projects, causing the East Hartford Middle School project to be delayed until the overall appropriation is increased to \$16,220,541.

WHEREAS, the local share for the project is anticipated to total approximately \$4,736,767, and the amount over the \$4,000,000 bond authorization will be funded by the Board of Education’s accumulated Capital Reserves held with the Town of East Hartford.

THEREFORE, BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following item:

1. The existing appropriation of \$11,620,000 is raised to \$16,220,541 to fund the East Hartford High School project at \$10,104,490 and East Hartford Middle School Roof Replacement at \$6,116,132.

RESOLUTION TO INCREASE THE EAST HARTFORD MIDDLE SCHOOL ROOF REPLACEMENT PROJECT
BUDGET APPROPRIATION AND MODIFY THE GRANT APPLICATION

WHEREAS, The Town of East Hartford received a Grant Commitment from the State of Connecticut Department of Administrative Services on February 22, 2022 for the East Hartford Middle School Roof Replacement Project for 76.43% of eligible final project costs based on a total cost projection of \$4,642,950.

WHEREAS, unprecedented construction cost escalations have rendered the project budget inadequate, and a revised project budget of \$6,116,132 was produced by Silver/Petrucci + Associates on January 20, 2023.


WHEREAS, the local share for the project was established at approximately \$1,637,156 in the original budget and is now estimated to be \$1,692,796 due to favorable grant eligibility conditions.

THEREFORE, BE IT RESOLVED, that the East Hartford Town Council does hereby approve the following items:

1. The existing appropriation of \$4,642,950 is raised to \$6,116,132 to fund the East Hartford Middle School Roof Replacement project.
2. Increasing the State of Connecticut Department of Administrative Services school construction grant project budget to reflect the revised project budget of \$6,116,132.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: February 21, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: APPOINTMENTS: Boards and Commissions

The following name was submitted by the Mayor to serve on the following commission:

Appointment:

Veterans Commission

- (U) Howard M. Satalino – 72 Spruce Drive– term to expire 12/23

Please place these nominations on the Town Council agenda for the March 7th, 2023 meeting.

C: C. Martin, Chief of Staff
R. Pasek, Town Clerk

**Town of East Hartford
Boards and Commissions
Application**



Date: 2/10/2023

Name: Howard M. Satalino
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 72 Spruce Drive Apt.# _____ Zip: 06118

Home Phone: _____ Email: hsatalino@sbcglobal.net

Cell Phone: 860-573-0195 Years as an E.Hartford Resident: 52 years

Occupation: IT Infrastructure Advisor Employer: Cigna
Employer/Work Address

Formal Education/Certifications: B.A. @ St. Joseph's College (major: history; minor: Bus. Mgmt)

Party Affiliation: Unaffiliated Democrat Republican Minority Party _____
As it appears on the E. Htfd. Voter Registration List

Name of board or commission you wish to serve on: Veterans Commission

Interest statement:

Your reason for being interested in serving our Town in this capacity

As a veteran and member of EH VFW Post 2083, I have an interest in veterans' affairs and feel I have knowledge and experience to contribute to this commission.

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

U.S. Navy veteran; Senior Vice Commander & Adjutant of EH VFW Post 2083; strong organizational and management skills

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

- understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
- understand that I may be required to complete training and/or continuing education.
- understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

<small>Signature</small>	Howard M. Satalino	<small>Date</small>	<u>2/10/2023</u>
Please return completed and signed form to:	BCpost@easthartfordct.gov	or mail to:	Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

For internal use only:

<small>Mandatory Qualifications:</small>
Resident _____ T/O _____ C/R _____ T/C _____



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: February 24, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$19,566.63 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council Agenda for the March 7th, 2023 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector
M. McCaw, Finance Director

INTEROFFICE MEMORANDUM

TO: MICHAEL P WALSH, MAYOR
MCCA W MELISSA, DIRECTOR OF FINANCE

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 3/1/2023

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$19,566.63. Please see attached listing. Please place this item on the Town Council agenda for March 7, 20223

Bill	Name / Check Payable to:	Address	City/State/Zip	Prop Loc/Vehicle Info.	Int	Over Paid
2018-01-0000122	860 MAIN LLC	PO BOX 984	NIANTIC, CT 06357	860 MAIN ST REAR	0	-365.38
2021-01-0000151	860 MAIN LLC	PO BOX 984	NIANTIC, CT 06357	860 MAIN ST REAR	0	-685.32
2021-03-0050823	ALGER ROBERT S	142 PORTERBROOK AVE	EAST HARTFORD, CT 06118-3228	2015/JF2SJARCFHH809094	0	-79.99
2021-03-0053448	BIJE MANUEL C	535 GOODWIN ST	EAST HARTFORD, CT 06108	2020/KM8J3CAL1LZ220389	0	-327.52
2021-01-0002429	CARRIER ANNE MARIE	P O BOX 380574	EAST HARTFORD, CT 06138	236 HIGH ST	0	-91.00
2020-03-0055604	CARTER DENISE	107 BLUE HILLS AVE	HARTFORD, CT 06112-1944	2005/1HGCMS6435A001204	0	-140.85
2021-01-0010872	CORELOGIC REFUNDS DEPT	3001 HACKBERRY RD	IRVING, TX 75063	559 BURNHAM ST	0	-2,621.95
2017-03-0058537	GRUZ CELYANN M	17 ARLINGTON ST 1ST FL	HARTFORD, CT 06106	2006/1HGCMS6326A155430	-41.49	-197.55
2018-03-0058150	GRUZ CELYANN M	17 ARLINGTON ST 1ST FL	HARTFORD, CT 06106	2006/1HGCMS6326A155430	-5.22	-174.15
2021-01-0003587	DALESSIO HARRY A III	55 SUMMIT CREST DR	S. GLASTONBURY, CT 06073	5 TIMBER TR	0	-400.00
2021-04-0081997	D'ANGIO ELINOR	704 WEST LAKE DR	NAPLES, FL 34102	2019/4T1B11HK7KU788154	0	-545.65
2021-03-0058755	DAVIS MELISSA Y	60 HIGH CT # A4	EAST HARTFORD, CT 06118-1853	2019/JN1B1ICRSKW343170	0	-31.09
2021-03-0060447	EAN HOLDINGS LLC	8 ELLA GRASSO TPKE	WINDSOR LOCKS, CT 06096	2020/KNMMA12MNVLP513015	0	-566.15
2021-03-0061671	FEDORAS BARBARA L	55 SHERWOOD DR	EAST HARTFORD, CT 06108-1339	2018/1FTEX1RG3JFB74103	0	-7.47
2021-02-0040664	FIFTH THIRD BANK	PO BOX 218	NORTHBROOK, IL 60065	67 BURNSIDE AVE	0	-217.35
2021-03-0063397	GAUDREAU KATHERINE K	155 FITZGERALD DR	EAST HARTFORD, CT 06118-2362	2016/5J8TB4H36GL016081	0	-40.22
2020-03-0064144	GOTT DANIEL R	30 SHADYCREST DR	EAST HARTFORD, CT 06118-2741	2019/1FTEX1EPKFA04482	0	-400.30
2021-03-0067346	JEMISON-BUTLER SHAWNIE	75 MELTON DR	EAST HARTFORD, CT 06118-2049	2011/2CNALBEC886240638	0	-6.11
2021-01-0007662	KRUCELAK ROBERT	8 ARAPAHO DR	EAST HARTFORD, CT 06118	8 ARAPAHO DR	0	-62.00
2021-01-0007901	LARSON DAVID M	10 CHANDLER ST	EAST HARTFORD, CT 06108	10 CHANDLER ST	0	-200.0
2021-03-0069429	LAVIGNE ALINE M	24 NASSAU CIR	EAST HARTFORD, CT 06118-3233	2012/3FAHP0HA2CR140377	0	-169.44
2021-01-0009492	LAWRENCE CAROL POA	1 HATHEWAY RD	ELLINGTON, CT 06029	146 BRADLEY ST	0	-963.50
2021-01-0008373	LOPEZ BELEN A	488 BURNSIDE AVE	EAST HARTFORD, CT 06108	488-490 BURNSIDE AVE	0	-130.32
2021-01-0008780	MARROQUIN RONNIE E	17 DARTMOUTH DR	EAST HARTFORD, CT 06108	17 DARTMOUTH DR	0	-21.00

2021-01-0008785	MARSHALL DIONNE V & ANTHONY D	143 SILVER LN	EAST HARTFORD, CT 06118	143 SILVER LN	0	-54.43
2020-03-0074725	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2017/JN8ATZMVXHW006477	0	-523.80
2020-03-0074751	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2017/3N1A87AP6HY372532	0	-402.30
2020-03-0074776	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2019/5N1DLOMM9K565771	0	-968.99
2020-03-0074792	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2018/JN1B1CR3JW285767	0	-521.59
2020-03-0074793	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2019/3N1A87AP2KY230671	0	-501.76
2020-03-0074827	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2019/JN1B1CR1KW326026	0	-328.50
2020-03-0074833	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2019/JN8ATZMV1KW386042	0	-663.30
2020-03-0074837	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2019/3N1A87AP1KY385793	0	-292.51
2021-03-0074752	NISSAN INFINITI LLC	PO BOX 650214	DALLAS, TX 75265-9523	2017/3N1A87AP6HY372532	0	-317.46
2021-03-0076285	PARRACINO BEVERLY	16 LAKE RIDGE DR	COLUMBIA, CT 06237	2003/1D7H1L6X63S164024	0	-67.26
2021-03-0079203	RIVERA MILLAGROS	184 MAPLE ST	EAST HARTFORD, CT 06118	2001/4A3A446H51E116026	0	-76.63
2020-03-0084652	TOYOTA LEASE TRUST	20 COMMERCE WAY	WOBURN, MA 01801-1057	2018/5TDBZRFH5J5494578	0	-218.12
2021-04-0086881	TOYOTA LEASE TRUST	20 COMMERCE WAY	WOBURN, MA 01801-1057	2019/JTMP1RFV4KD034697	0	-186.74
2021-04-0086891	TOYOTA LEASE TRUST	20 COMMERCE WAY	WOBURN, MA 01801-1057	2022/JTJAM7BXXN5326276	0	-101.37
2021-04-0086924	TROULLAS GEORGE	93 STERLING RD	EAST HARTFORD, CT 06108-1665	2022/JM3KFBGM7N0529543	0	-110.63
2021-03-0085894	VEILLEUX KATHY VEILLEUX DANIEL	146 CHIPPER DR	EAST HARTFORD, CT 06108-2779	2019/JN8ATZMV2KW375454	0	-9.40
2020-04-0089545	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2020/WA1B44FY7L2023598	0	-681.97
2020-04-0089546	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2020/WAUE8AF29LN06645	0	-762.3
2020-04-0089547	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2020/WAUTN4F51LA001502	0	-735.52
2021-04-0087828	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2022/WAUGUDGYN8A020274	0	-136.2
2020-04-0089598	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2021/WAUL2AF2XMN017917	0	-836.73
2020-04-0089599	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2021/WAUE8AF29MNO17396	0	-772.38
2020-04-0089600	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2021/WA1CAAFY8M2010857	0	-816.48
2021-04-0087830	VW CREDIT	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048	2022/WA1GAAPYXN2004366	0	-167.33
2021-01-0015296	WELCH EARL E & LARRY D	270 MARY WEBB ROAD	WINDSOR LOCKS, CT 06096	1 HILLSIDE ST	0	-356.09
2021-02-0041709	WINDSTREAM	PO BOX 2629	ADDISON, TX 75001	111 ROBERTS STE H	0	-153.75
2021-03-0088064	ZORZI MYRIAM	10 CALLAHAN LN	EAST HARTFORD, CT 06118-2900	2020/KM8J3CALLU255979	0	-312.07
SUBTOTAL						\$ (46.71) \$ (19,519.92)
TOTAL						\$ (19,566.63)